



City Council Meeting April 5, 2021

**Executive Session 5:00 pm
Work Session 5:25 pm
Council Meeting 7:00 p.m.
(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

April 5, 2021



AGENDA

**WILSONVILLE CITY COUNCIL MEETING
APRIL 5, 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 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. Diversity, Equity and Inclusion Committee Bylaws (Cosgrove/Monahan) | [30 min.] |
| | B. Town Center Streetscape Plan (Bradford) | [25 min.] |
| | C. Frog Pond East and South Update (Pauly) | [15 min.] |
| 6:45 P.M. | ADJOURN | |
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CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, April 5, 2021 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on March 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. Volunteer Appreciation Month Proclamation (Monahan)
- C. 23rd Consecutive Tree City USA Designation and Arbor Day Proclamation (Luxhoj)

7:20 P.M. COMMUNICATIONS

- A. 2021 Oregon Urban & Community Forestry Award (Holen)
- B. TVF&R State of the District (Weiss)

7:50 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.

8:00 P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

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

8:15 P.M. CONSENT AGENDA

A. **Resolution No. 2887**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Braun Construction For The Old Farm Road Phase I Project (Capital Improvement Project #1500/2500/4500/7500). (Nacrelli)

- B. Minutes of the March 15, 2021 City Council meeting. (Veliz)

8:20 P.M. NEW BUSINESS

A. **Resolution No. 2888**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Contract With Angelo Planning Group, Inc. For Frog Pond East And South Master Planning. (Pauly)

8:30 P.M. CONTINUING BUSINESS

- A. None.

8:30 P.M. PUBLIC HEARING

A. **Ordinance Nos. 847 & 848** – *Request for continuance to a date certain of April 19, 2021*

Comprehensive Plan Amendment and Zone Map Amendment for Canyon Creek Subdivision (Bradford)

8:35 P.M. CITY MANAGER'S BUSINESS

8:40 P.M. LEGAL BUSINESS

8:45 P.M. ADJOURN

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



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: April 5, 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 a 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 updated bylaws to develop a new Diversity, Equity, and Inclusion Committee.

EXECUTIVE SUMMARY:

Staff presented a draft charter to City Council on March 1, 2021. Overall, the City Council was supportive of the charter; however, there were three areas that they wanted more information.

1. Section 4.C. Appointments - Is the description of the committee members broad enough and inclusive?
2. Section 4.F. Youth Members – How many youth representatives should there be and how long should their terms be?
3. Should there be a voting or non-voting City Council liaison on the Committee?

As requested, staff sought input from the small group of community members, who met with staff about Diversity, Equity and Inclusion in 2020. There were a few response with some consensus.

Staff updated the draft bylaws to reflect the received feedback.

1. Section 4.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 “such” as “Communities of Color”; lesbian, gay, bisexual, transgender, queer/questioning (LGBTQ+) 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.*

“Such” as and “Communities of Color” were added to be more inclusive. Communities of Color replaces “BIPOC”. LGBTQ+ has also been updated.

2. Section 4.F. Youth Members – *The Council will appoint up to two Wilsonville-area high school student(s) to serve up to (2) two one (1) year term on the Committee. The youth member(s) will be a voting member.*

This section was updated to include up to two students. The intent is to have multiple student voices, allow for staggered terms and provide flexibility if students are not interested in serving on the committee. Additionally, Wilsonville- “area” was updated to clarify that the student needs to live in Wilsonville but they could attend any area high school.

3. Staff does not recommend adding a City Council liaison to this committee. The Council will receive updates from the committee through the committee chair or staff. The Council will also approve work plans consistent with other city boards and committees. There are only two committees with City Council liaisons in their bylaws which include the Tourism Promotion Committee and the Wilsonville – Metro Community Enhancement Committee. Both of these committees are responsible for making grant allocation recommendations.

Staff also updated Section 5 to clarify that partial terms (less than three years) will not count toward the maximum time of service.

EXPECTED RESULTS:

Establish a Diversity, Equity and Inclusion Committee as directed by the City Council at their January 14, 2021 meeting. The bylaws will frame the committee purpose and structure. 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.

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.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 3/25/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/25/2021

COMMUNITY INVOLVEMENT PROCESS:

At the March 1, 2021 City Council Meeting, the City Council provided feedback and asked staff to take the draft charter to the small group of community members, who met with staff in 2020, to get their feedback. As requested, staff asked the small group participants to provide feedback in the following areas:

Section 4.C. Appointments - Is the description of the committee members broad enough and inclusive?

Section 4.F. Youth Members – How many youth representatives should there be and how long should their terms be?

Should there be a voting or non-voting City Council liaison on the committee?

The feedback received was incorporated into the updated draft bylaws.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The City intends to increase efforts to recognize diverse viewpoint and be an increasingly more welcoming community with many voices and viewpoints being expressed. 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
- 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 chose not to move forward with a DEI Committee.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Draft Diversity, Equity, and Inclusion Committee Charter

City of Wilsonville Diversity, Equity and Inclusion Committee Charter

March 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 such as Black, Indigenous, and People of Color (BIPOC) Communities of Color; 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 three-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 up to two Wilsonville--area high school student(s) -to serve a two up to (2) two one (1) year term on the Committee. The youth member(s) 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 three (3) or four (4) 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, including partial term appointments to fill vacancies and the initial appointment of Positions 1 - 7.

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

Meeting Date: April 5, 2021		Subject: Town Center Streetscape Plan	
		Staff Member: Philip Bradford, Associate Planner	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Town Center Plan Implementation	<input checked="" type="checkbox"/> Adopted Master Plan(s): Town Center Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

The Town Center Streetscape project team will present a brief overview of recent public outreach feedback and seek input from Council regarding the recommended concept that will serve as the basis for the first draft of the Streetscape Plan.

EXECUTIVE SUMMARY:

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

One of the implementation strategies within the Town Center Plan calls for the development of a streetscape design plan. The intent of the Town Center Streetscape Plan project is to create a document containing the specificity necessary to guide the future construction of the multi-modal street network identified in the Town Center Plan, achieving the well-designed public realm envisioned by the Plan. The Town Center Streetscape Plan will include sidewalk and street cross-sections that clearly define widths, amenity zones, and landscaping zones along with selecting specific street furniture, lighting, and materials to create a distinct visual appearance for Town Center.

The project was introduced to City Council at the February 1, 2021, work session. The Council confirmed the three streetscape design concepts (Agricultural Legacy, Technological Innovation, and River Environment) to capture the vision for Town Center and directed staff to solicit public feedback on the designs of each concept. The project team presented the refined concepts at the second public forum on February 9, 2021. To accompany the public forum and receive additional public input on the concept designs, the project team posted a *Let's Talk, Wilsonville!* survey with similar questions as those asked in the public forum. A summary of key themes from the February 9th public forums is attached (Attachment 1) along with the results of the *Let's Talk, Wilsonville!* survey (Attachment 2).

The overall preference of participants in the second Public Forum and on *Let's Talk, Wilsonville!* was the River Environment concept. The second ranked choice was the Technological Innovation concept. The goal of the Streetscape Plan is to produce a plan that incorporates a variety of elements that resonate with the public into the final plan; therefore, the project team recommends moving forward with a concept that is predominantly River Environment focused with favorably viewed elements of Technological Innovation incorporated into the final design. Although the River Environment is viewed most favorably of the three concepts, one recurring theme of the public input was the linear motive space provided by the Technological Innovation concept would be more appropriate for large-scale application throughout Town Center. A hybrid River Environment and Technological Innovation design also captures the role Town Center serves as a central hub linking the Technology and Industrial portions of the city with the Willamette River via the future I-5 Bike and Pedestrian Bridge and the Emerald Chain.

The project team presented the recommended concept to the Planning Commission at the March 10, 2021 work session. The commissioners provided feedback on the draft recommendation and visualizations of the recommended design concept. An excerpt of the slide deck shown to the Planning Commission containing the recommended concept is provided in Attachment 3. The commissioners generally supported the recommended concept and requested more detailed renderings to better understand how the design would look in reality. In response to this feedback, the project team will present an overview of the draft recommended concept, along with detailed visualizations to provide a more realistic depiction of future streetscapes in Town Center to City

Council. In order to begin developing the first draft of the Streetscape Plan, the project team seeks feedback from City Council on the following questions:

- Based on the visualizations presented, does Council support the project team moving forward with the recommended concept?
- Are there additional recommendations or adjustments to the recommended draft concept?

Based on Council feedback, the project team will refine the recommended concept and begin development of the draft Streetscape Plan. Additional work sessions are planned with City Council and the Planning Commission in the spring to review and provide input on the draft Streetscape Plan. Adoption of the Streetscape Plan scheduled for Summer 2021.

EXPECTED RESULTS:

The project team will incorporate City Council feedback into the recommended concept to serve as the basis for the draft Streetscape Plan.

TIMELINE:

Project work and public engagement activities will continue in 2021 to further inform the design concepts utilized in the Streetscape Plan. Additional work sessions will be facilitated with City Council over the course of this project. The draft plan will be presented in late spring or early summer of 2021, with adoption of the plan anticipated during the summer of 2021.

CURRENT YEAR BUDGET IMPACTS:

The adopted budget for FY2020-21 includes \$185,000 for Town Center Implementation Activities in CIP project #3004. The Streetscape Plan is estimated to cost \$50,000, with all of these funds anticipated to be spent in the FY2020-21 budget year.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 3/16/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/25/2021

COMMUNITY INVOLVEMENT PROCESS:

The project team conducted community outreach holding public forums via Zoom, along with an ideas board and survey on *Let's Talk, Wilsonville!* Stakeholder interviews are planned along with additional work sessions and public hearings before City Council and the Planning Commission.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

By advancing the Town Center Plan's implementation activities, including the Streetscape Plan, the City will begin to realize the community's vision for a more commercially vibrant, walkable, mixed-use Town Center.

ALTERNATIVES:

City Council can recommend additional design elements and aesthetic themes to be considered in development of the Streetscape Plan.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Public Forum #2 Engagement Summary
2. Results of *Let's Talk, Wilsonville!* Survey
3. Recommended Concept Visualizations



Public Forum #2 Feedback Summary – Town Center Streetscape Plan

The project team conducted two online public forums on February 9, 2021. The afternoon session had 12 participants and the evening session had 15. Participants of the public forums were asked four questions; the questions along with the responses provided by participants are shown below:

- Which of these concepts best reflects the goals of the Town Center Plan for: Design, Ecology, Safety and Comfort, Versatility, Sociability, Vibrant and Active?
Results: 13 River Environment, 7 Technological Innovation, 2 Agricultural Legacy
- Which elements (gathering space, movement areas, landscape, plazas, or public art) of the streetscape are most important to your enjoyment of a streetscape? Do you see those qualities in these concepts?
Results: 4 Movement Areas, 3 Plazas, 2 Landscape
- Please rank these concepts in order from favorite to least favorite
Results: 1st Place – 9 River Environment, 2 Technological Innovation, 0 Agricultural Legacy
2nd Place – 1 River Environment, 5 Technological Innovation, 5 Agricultural Legacy
3rd Place – 0 River Environment, 4 Technological Innovation, 6 Agricultural Legacy
- Open Response: Things you like or don't, Ways the concepts could blend together, Anything we haven't shown, Ways you could see yourself and the people you know using these streets

The purpose of this attachment is to provide an overview of the themes that emerged in response to these questions from public forum participants in order to familiarize Planning Commission and City Council with the feedback received on the aesthetic direction of the refined Streetscape concepts.

Summary of Key Comments:

- Construction costs and long term maintenance cost concerns
- Importance of lighting for safety and 24/7 usability of Town Center
- Concern about impact to existing businesses
- Movement areas (motive space) should be most prioritized
- Ensure design speeds of future Town Center streets are low to ensure safety
- Integrate public art into streetscape pavement or plaza / gathering spaces
- Incorporate art from young residents as seen in the Wilsonville Road / I-5 Interchange



- Include spaces for tactical urbanism (Tactical urbanism refers to low-cost, short-term changes to the built environment with the intent of catalyzing long-term change. Citizens, organizations, or local governments most commonly initiate tactical urbanism efforts.)
- Incorporate public art that reflects multi-ethnic backgrounds of residents
- Provide ADA plates that are tactile and highly visible
- River Environment concept is strong but may be excessive for the large scale of Town Center
- Movement areas should be direct and less meandering even if other components are curvilinear due to accessibility concerns
- Interest in a design that will age well



Streetscape Concepts Survey

SURVEY RESPONSE REPORT

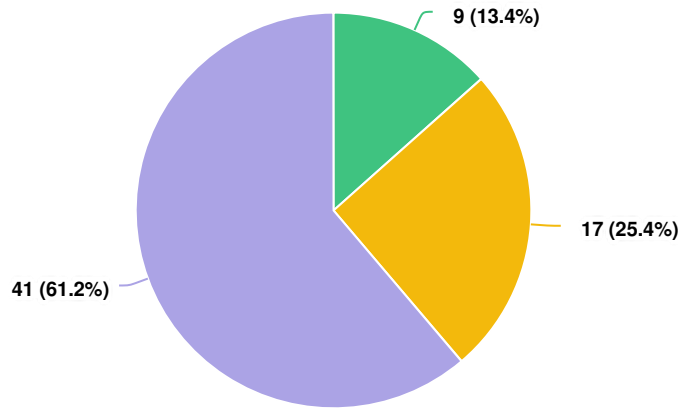
19 July 2019 - 28 February 2021

PROJECT NAME:

Wilsonville Town Center Streetscape Plan

SURVEY QUESTIONS

Q1 Which streetscape concept contains the materials you would most like to see in future Town Center streetscapes? (Click to e...



Question options

- Agricultural Legacy
- Technological Innovation
- River Environment

Optional question (67 response(s), 1 skipped)
 Question type: Radio Button Question

Q2 Which elements (gathering space, movement areas, landscape, plazas, or public art) of the streetscape are most important to your enjoyment of a streetscape? (Please rank in order of importance)

OPTIONS	AVG. RANK
Landscaped Areas	1.84
Gathering Space	2.62
Movement Areas / Motive Space	2.72
Plaza / Public Art / Transit Stop	2.82

Optional question (68 response(s), 0 skipped)
 Question type: Ranking Question

Q3 Please rank the three streetscape concepts in order of preference:

OPTIONS	AVG. RANK
Concept 3: River Environment	1.55
Concept 2: Technological Innovation	2.10
Concept 1: Agricultural Legacy	2.34

Optional question (67 response(s), 1 skipped)
Question type: Ranking Question

Q4 Provide any additional feedback you have for the project team, such as: likes / dislikes, additional elements to incorporate, how you see yourself using these streetscapes, ways the concepts could be blended together

Streetscape Concepts Survey : Survey Report for 19 July 2019 to 28 February 2021

<p>Screen Name Redacted</p> <p>2/17/2021 11:05 PM</p>	<p>I really appreciate the Korean War memorial and the history as well as the inclusion in unity it represents towards our fellow humans.</p>
<p>Screen Name Redacted</p> <p>2/18/2021 09:33 AM</p>	<p>The more trees and landscaping, the better! Please don't cover everything up with concrete. I think creating a downtown environment that seamlessly blends with our surrounding area will look the most timeless of the three options.</p>
<p>Screen Name Redacted</p> <p>2/18/2021 09:34 AM</p>	<p>Not a big fan of any of these. I love how McMenamin's Old Church has paid tribute to our agricultural and river roots in its design at its 97070 restaurant. There are elements of all three designs that could be combined. Not sure why agriculture and river are split in the design concepts? I like the "concepts" but the imagery of the agricultural and river designs is not a home run in my opinion. Murase Plaza was well done.</p>
<p>Screen Name Redacted</p> <p>2/18/2021 11:57 AM</p>	<p>I would love to see a combination of the technological and the River environment especially with curved concrete banding. I personally love a modern industrial look with touches of eco friendly mixed in. As for the concrete I think the use of porous concrete should be utilized.</p>
<p>Screen Name Redacted</p> <p>2/18/2021 01:05 PM</p>	<p>Would like to add more water features</p>
<p>Screen Name Redacted</p> <p>2/18/2021 01:38 PM</p>	<p>I would prefer green materials and sustainable concepts whenever possible</p>
<p>Screen Name Redacted</p> <p>2/19/2021 04:09 PM</p>	<p>Stay true to our River community and nature.</p>
<p>Screen Name Redacted</p> <p>2/19/2021 04:54 PM</p>	<p>Open air dining and street fair friendly options</p>
<p>Screen Name Redacted</p> <p>2/19/2021 05:01 PM</p>	<p>While parks are wonderful, it would be great to have gathering areas where family can meet up and there are restaurants, cafes, stores. The plaza in Villebois is a great "meet up spot" but there isn't much to do besides the coffee cart. The splash pads are a great meet up, but not many restaurants or coffee shops to walk to from there. I would love to see areas that are perfect for 8 months of rainy weather where people can gather and get outdoors without being soaked, like in other countries where it rains, snows, or is cold. We have a lot of spaces for great summer weather to socialize, but almost no where to be active in nasty weather. No aquatic park, indoor play space, indoor skatepark, indoor museums, etc.</p>
<p>Screen Name Redacted</p> <p>2/19/2021 05:05 PM</p>	<p>The Technological Innovation, because its ease of movement, facilitates access to business and services establishments; and therein lends itself to the most practical and productive features to this project. If the goal is to act as a magnet to draw residents (and out of town shoppers) to a "downtown"venue , which benefits everyone; then this is the most effective</p>

Streetscape Concepts Survey : Survey Report for 19 July 2019 to 28 February 2021

	innovation.
Screen Name Redacted 2/19/2021 05:28 PM	I would like to be able to walk under trees with beautiful landscaping while having the opportunity to meet new people and visit friends.
Screen Name Redacted 2/19/2021 06:08 PM	I love the materials used for the Technological Innovation concept, and would suggest adding some of the curvilinear touches from the River Environment. The Agricultural Legacy look seems outdated.
Screen Name Redacted 2/19/2021 08:55 PM	Nice job!!
Screen Name Redacted 2/20/2021 09:01 AM	I would love to see as much organic landscape/ greenery as possible included! Less concrete and more natural materials, trees, and plants
Screen Name Redacted 2/20/2021 10:02 AM	Avoid rigid grid feel, but don't go overboard with wavy either; use plantings and natural or natural-looking materials where practical
Screen Name Redacted 2/20/2021 06:09 PM	Very nice work thus far, and much appreciation for the opportunity to provide input!
Screen Name Redacted 2/20/2021 08:24 PM	I really love the presence of water features and material design elements. I'm strongly in favor of the organic shapes and non-rectilinear vibe. I say this as an aerospace engineer. Features that provide cooling in the summer are especially helpful in the hot months
Screen Name Redacted 2/21/2021 07:12 AM	I like the curving lines of the river concept. Nature doesn't typically produce straight lines and the curving lines gives it a natural look which I find beautiful.
Screen Name Redacted 2/21/2021 11:43 AM	Please use plants that are not invasive. Use low maintenance plants that will not spread into public walking spaces, ie: roses are pretty, but when they are not properly maintained their prickly branches can cause harm to pedestrians. Keep the plants that are placed by streets, especially cross walks. short in stature so that both drivers and pedestrians can see one another.
Screen Name Redacted 2/21/2021 10:38 PM	River gives a calm, serene feeling. I like the way it flows.
Screen Name Redacted 2/22/2021 10:20 AM	I would like to see as much landscaping with native plants as possible, including native trees, shrubs, flowers, and ground cover. It is important to maintain a larger landscaping element than the other elements, in order to promote healthy air quality and a soothing sense of nature in an urban area.
Screen Name Redacted 2/22/2021 03:13 PM	These all look good. Anything will be far better than the asphalt & strip malls that we have now.
Screen Name Redacted	I would recommend that the committee and staff making the final

Streetscape Concepts Survey : Survey Report for 19 July 2019 to 28 February 2021

2/25/2021 03:35 PM

recommendations take a field trip to the Lake Oswego streetscape being constructed along Boons Ferry Rd in Lake Oswego. I seems to be very well done and provides all the elements needed for a livable community.

Screen Name Redacted

2/25/2021 07:25 PM

Given covid challenges, I would urge folks to design larger spaces across from business locations for future gathering spaces.

Screen Name Redacted

2/25/2021 08:35 PM

Without easily accessible parking, I will avoid this area of town.

Screen Name Redacted

2/25/2021 09:42 PM

I believe Wilsonville should be community-focused, moving more high-density living spaces closer to where people want to hang out in open gathering spaces with nearby options to shop. Wilsonville already has a strong community but it could be bolstered by encouraging city design that allows access to large areas to gather easily but not with cars. I Personally bike and walk places and don't drive at all and I feel that living near mentor graphics puts me at a distance from the cities core. I already live next to a loud highway which puts me near my job but far from walking distance to our downtown, I think this could be a good direction the city can move toward

Optional question (26 response(s), 42 skipped)

Question type: Essay Question



WILSONVILLE TOWN CENTER

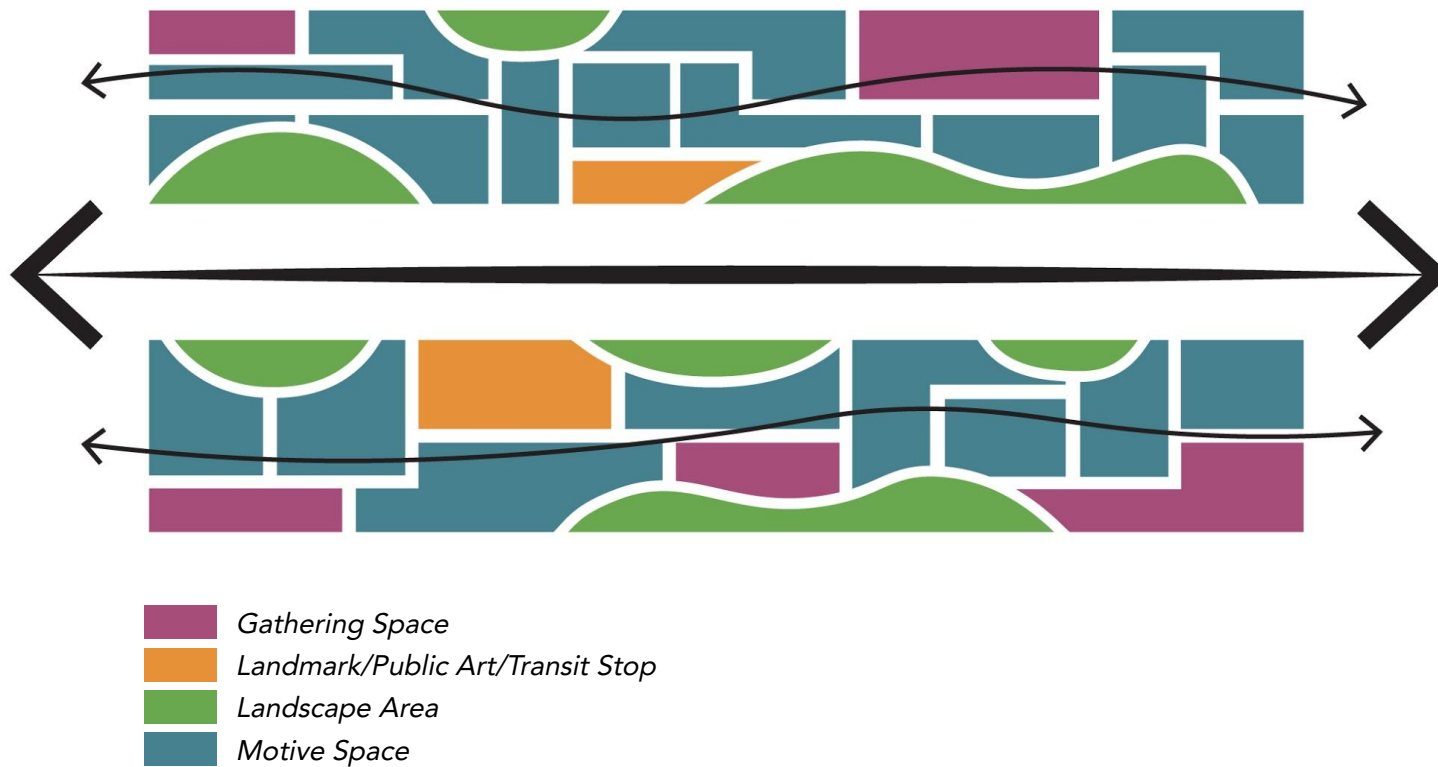
STREETSCAPE PLAN

PREFERRED STREETSCAPE CONCEPT

The following six (6) slides contain illustrations of the recommended streetscape design concept that combines the River Environment with elements of Technological Innovation. These slides were presented to the Planning Commission at the March 10, 2021 work session. Additional visualizations of the recommended concept will be presented to Council at the April 5, 2021 work session for feedback and refinement.

RECOMMENDED CONCEPT: RIVER + TECHNOLOGICAL

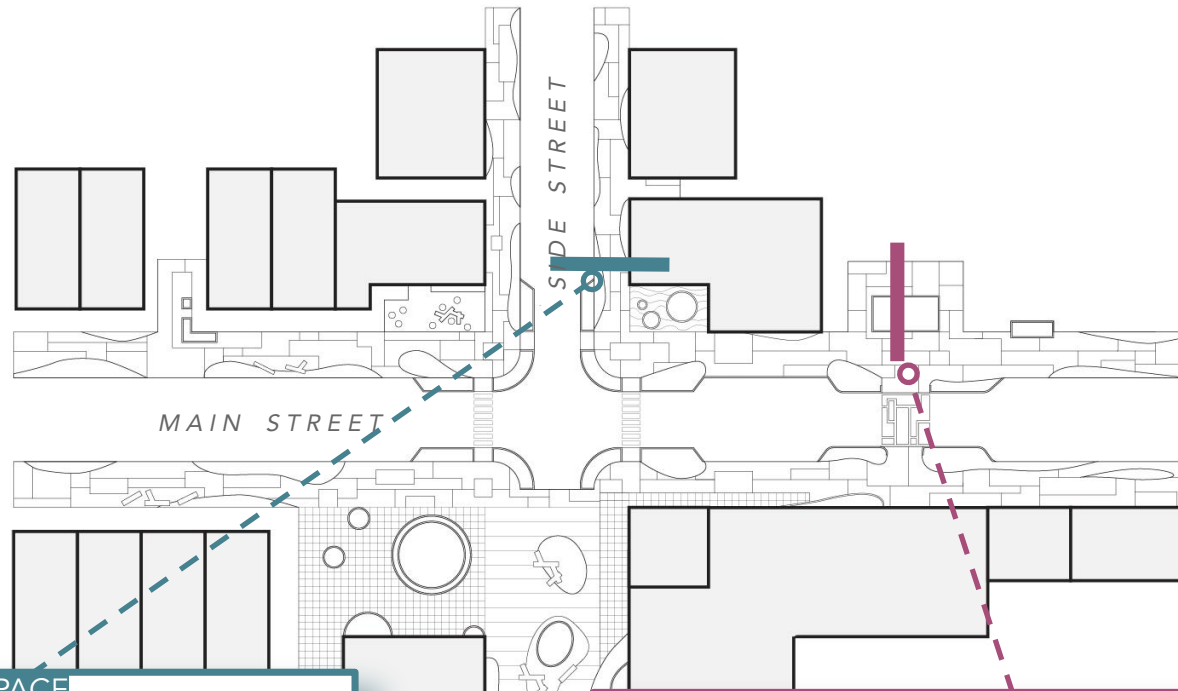
NATURAL - CONTRAST - MODULARITY



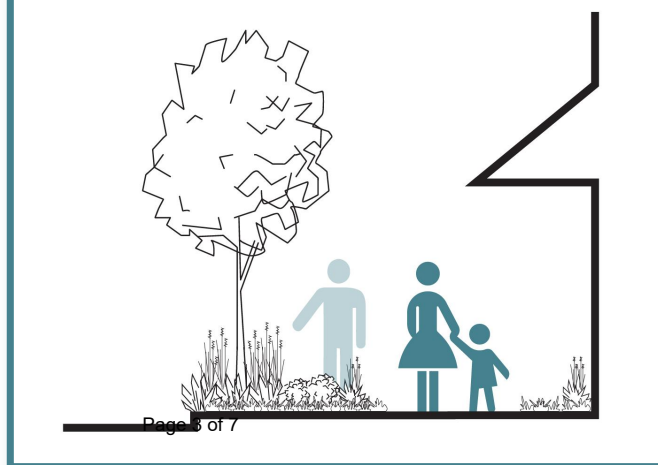
***Concept diagrams are not intended to show an actual to-scale design. Instead, this is an abstract depiction of how streetscape elements can be arranged with arrows representing movement through space, and colored blocks represent street elements.*

RECOMMENDED CONCEPT: RIVER + TECHNOLOGICAL

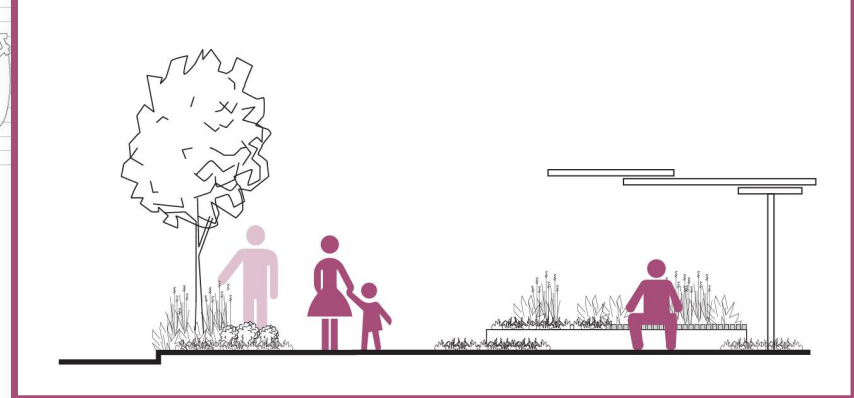
NATURAL - CONTRAST - MODULARITY



SECTION: MOTIVE SPACE

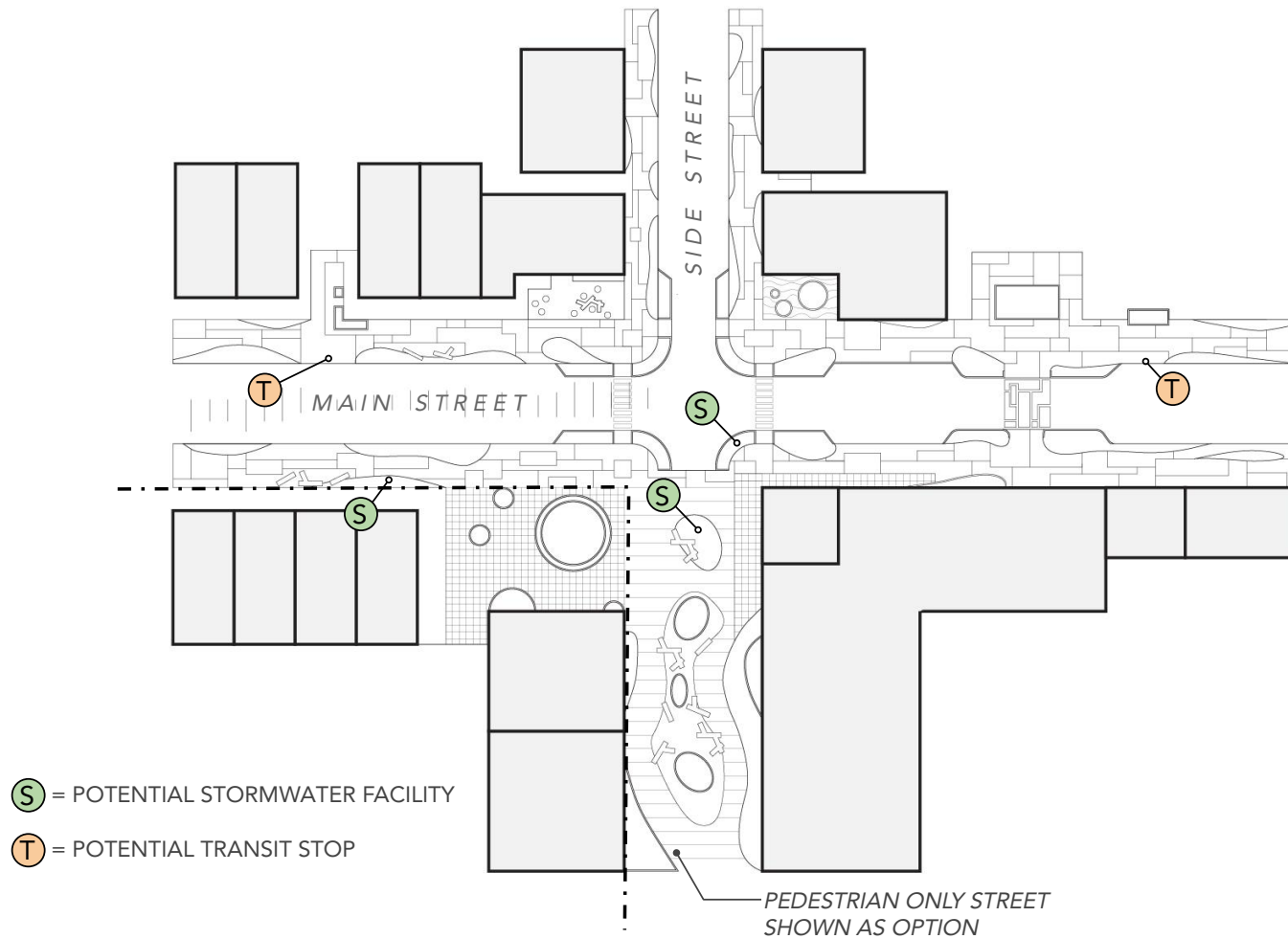


SECTION: COVERED GATHERING SPACE



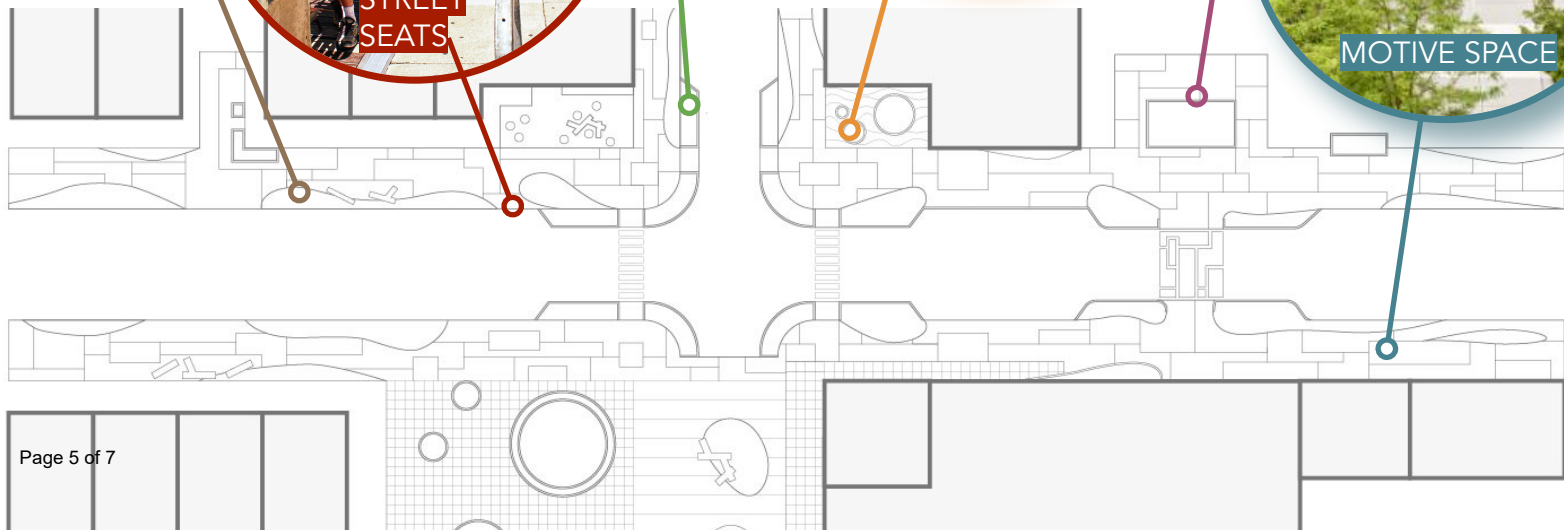
RECOMMENDED CONCEPT: RIVER + TECHNOLOGICAL

NATURAL - CONTRAST - MODULARITY



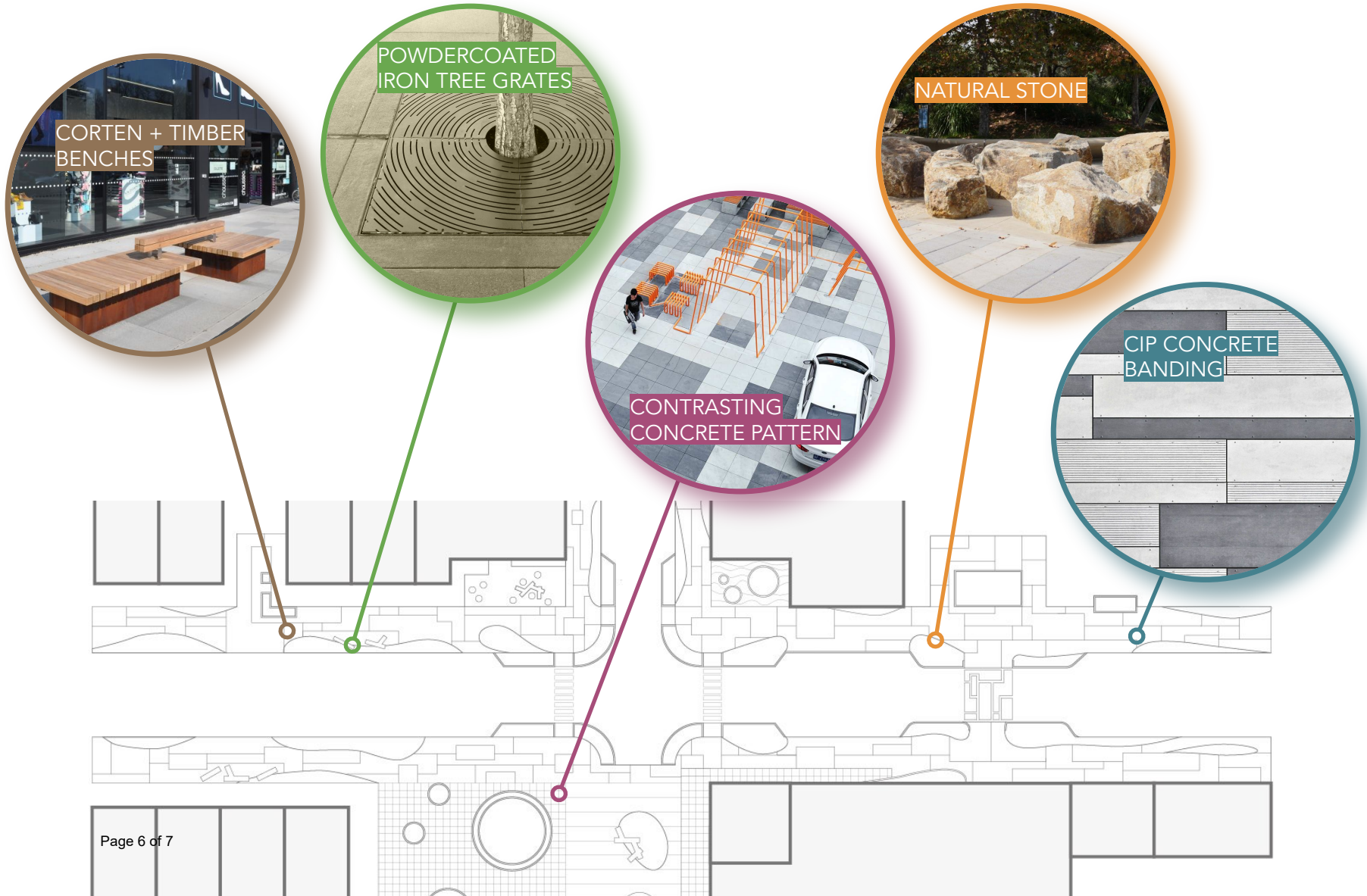
RECOMMENDED CONCEPT: RIVER + TECHNOLOGICAL

NATURAL - CONTRAST - MODULARITY



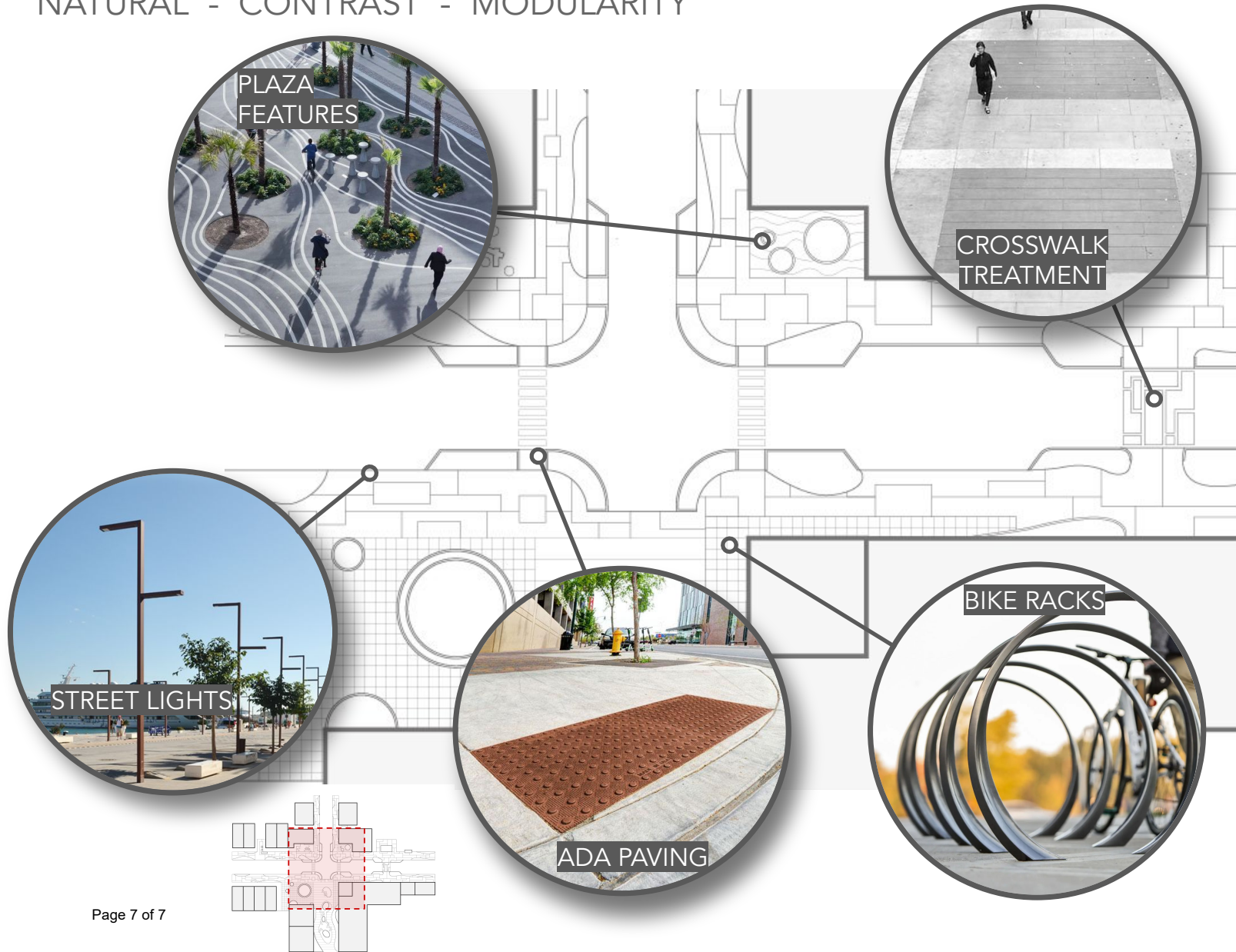
RECOMMENDED CONCEPT: RIVER + TECHNOLOGICAL

NATURAL - CONTRAST - MODULARITY



RECOMMENDED CONCEPT: RIVER + TECHNOLOGICAL

NATURAL - CONTRAST - MODULARITY



CITY COUNCIL ROLLING SCHEDULE Board and Commission Meetings 2021

Items known as of 03/31/21

April

DATE	DAY	TIME	EVENT	LOCATION
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
4/13	Tuesday	6:00 p.m.	Wilsonville-Metro Community Enhancement Committee	Council Chambers
4/14	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
4/19	Monday	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

May

DATE	DAY	TIME	EVENT	LOCATION
5/3	Monday	7:00 p.m.	City Council Meeting	Council Chambers
5/10	Monday	6:30 p.m.	DRB Panel A	Council Chambers
5/12	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
5/13	Thursday	4:00 p.m.	Parks and Recreation Advisory Board	Parks & Recreation Admin Building
5/17	Monday	7:00 p.m.	City Council Meeting	Council Chambers
5/19	Wednesday	6:00 p.m.	Budget Committee #1	Council Chambers
5/20	Thursday	6:00 p.m.	Budget Committee #2	Council Chambers
5/24	Monday	6:30 p.m.	DRB Panel B	Council Chambers
5/25	Tuesday	6:00 p.m.	Budget Committee #3 (if needed)	Council Chambers
5/25	Wednesday	6:30 p.m.	Library Board	Library

Community Events:

- 4/6** Estate Planning 101 Webinar with Rose Elder Law at 10:00 a.m.
- 4/6** Toddler and Baby Time LIVE (online) from 10:30 a.m. – 11:00 a.m.
- 4/7** Profiles presentation on Langston Hughes and the Harlem Renaissance online from 11:00 a.m. to 12:30 p.m.
- 4/8** Storytime LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 4/8** Trillium Drive-Thru at the Parks and Recreation Admin. Bldg.; 4:00 p.m. – 6:00 p.m.
- 4/9** Teen Event (online) from 6:00 p.m. – 7:00 p.m.
- 4/10** English Conversation Group (online) from 9:30 a.m. – 10:30 a.m.
- 4/12** English Conversation Group (online) from 6:00 p.m. – 7:00 p.m.
- 4/13** Toddler and Baby Time LIVE (online) from 10:30 a.m. – 11:00 a.m.
- 4/13** Dazzling Dahlias, Growing Oregon Gardeners - Level Up Series (online) from 3:00 p.m. – 4:00 p.m.

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

CITY OF WILSONVILLE

**Proclamation Declaring the Month of April 2021 as
Volunteer Appreciation Month**

WHEREAS, the month of April is recognized as the time to appreciate the hard work, dedication, and passion of volunteers throughout our nation; and

WHEREAS, government alone cannot meet all of our nation's needs, so we partner with businesses, non-profit organizations and individuals to make a difference; and

WHEREAS, citizens who volunteer their time provide assistance which cannot be measured in terms of dollars; volunteers provide a spirit of helping that multiplies in value when each citizen reaches out to assist another; and

WHEREAS, volunteers throughout the City of Wilsonville donate their time to a wide variety of human service programs such as delivering meals to homebound seniors, teaching our children, planting trees, tending gardens, caring for others; and

WHEREAS, citizens also donate their time in helping the City of Wilsonville through their service on City Boards, Committees, commissions and task forces; and

WHEREAS, by volunteering and recognizing those who serve, we can promote partnership, understanding, and compassion in our community.

NOW THEREFORE, I, Julie Fitzgerald, Mayor of the City of Wilsonville hereby do proclaim April as

VOLUNTEER APPRECIATION MONTH

In the City of Wilsonville and urge my fellow citizens to volunteer in the community in the coming year.

Dated this 5th day of April 2021

Julie Fitzgerald, Mayor



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: April 5, 2021		Subject: 23 rd Consecutive Tree City USA Designation and Arbor Day Proclamation	
		Staff Member: Cindy Luxhoj AICP, Associate Planner	
		Department: Community Development, Planning Division	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input checked="" type="checkbox"/> Information Only <input 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: There is no recommendation; this item is for Council's information.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Stewardship of the Environment and Natural Resources	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Staff is pleased to announce that the City of Wilsonville has been recognized for the 23rd consecutive year as a Tree City USA (TCUSA) and for the 3rd year as a Sterling TCUSA, and has received its 11th Growth Award as designated by the National Arbor Day Foundation.

EXECUTIVE SUMMARY:

Staff is pleased to announce this 23rd Tree City USA, 3rd Sterling TCUSA, and 11th Growth Award designation to the City Council and appreciates the opportunity to work on projects that raise awareness of the importance of Wilsonville’s urban forest.

This 23rd consecutive Tree City USA recognition reflects Wilsonville’s continued commitment to maintaining and promoting its urban forest. In order to receive a Tree City USA designation, a City must have: 1) a comprehensive urban forestry program consisting of a tree ordinance; 2) a City department that is responsible for trees; 3) an annual community forestry budget of at least \$2 per capita; and 4) an annual Arbor Day observance and proclamation.

In conjunction with meeting the four criteria for Tree City USA designation, Wilsonville’s 11th Growth Award designation recognizes the City’s achievements that go above and beyond the minimum Tree City USA requirements. In this case, the Growth Award recognizes the City’s: focused street tree inventory (Town Center and Charbonneau) and community engagement activities (public surveys, photo contest and community meetings) as part of the Urban Forest Management Plan; revitalization of the City’s Heritage Tree Program (new logo, story map, web page); and its new sole source contract (\$15,105 per year for three years) and neighborhood tree planting event with Friends of Trees. In addition, the Sterling TCUSA recognizes the City’s receipt of at least 10 Growth Awards.

Our City of Trees withstood severe punishment and we are unable to fully comprehend the scale of our loss in the aftermath of February’s severe ice storm at this time. The City is assisting property owners with protocols developed to help expedite tree removals and building permits, and we are asking for the community’s help in sharing details about those trees impacted by the storm to help us protect and repair our urban forest. Our City also is pursuing a tree replacement program for later in the year and asking community members who prefer to replant immediately to coordinate with City staff to ensure the replacement tree(s) are appropriate for the intended location and chosen from the City’s recommended tree list.

Due to the ongoing COVID-19 pandemic, the City’s annual event celebrating Arbor Day and honoring the history of this community’s relationship with trees has been cancelled. Planning for an in-person event in 2022 is already underway with guest speakers and a ceremony open to community members.

EXPECTED RESULTS:

Continuation of the city’s stewardship of trees and their importance to the livability of the community.

TIMELINE:

Tree City USA is applied for on an annual basis.

CURRENT YEAR BUDGET IMPACTS:

N/A

FINANCIAL REVIEW / COMMENTS:

Reviewed by: CAR Date: 3/16/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/25/2021

COMMUNITY INVOLVEMENT PROCESS:

As part of the Urban Forest Management Plan process, City residents participated in two virtual meetings, two online surveys, and submitted over 80 of their favorite photographs of Wilsonville's urban forest. Community members were invited to take a tour of the City's Heritage Trees and their history, tell a tree story, or nominate a tree on the new Let's Talk, Wilsonville! Heritage Tree Program page. During the year, the community is invited to tree planting events through a variety of means, including the Boones Ferry Messenger, social media, and the City's website.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Tree City USA status demonstrates to the community and visitors the City's commitment to the natural resources that comprise the urban forest.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. 2021 Arbor Day Proclamation

CITY OF WILSONVILLE 2021 ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, in Oregon, Arbor Month is celebrated throughout the month of April, and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, Wilsonville has been recognized as a Tree City USA by the National Arbor Day Foundation for 23 consecutive years and desires to continue its tree-planting and maintenance practices.

NOW, THEREFORE, I, Julie Fitzgerald, Mayor of the City of Wilsonville, urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I encourage all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 5th day of April 2021

Julie Fitzgerald, Mayor

Oregon Community Trees
PO Box 13074
Salem, OR 97309



March 12, 2021

Dear Charlotte Lehan,

Since 1994, Oregon Community Trees (OCT) and the Oregon Department of Forestry (ODF) have publicly recognized individuals, communities, and organizations in the state who demonstrate outstanding accomplishments and leadership in urban and community forestry. The annual Oregon Urban & Community Forestry Awards Program celebrates Oregonians who understand that healthy urban and community forests foster thriving communities.

On behalf of OCT and ODF, I am pleased to inform you that the OCT Awards Committee has selected you to receive a 2021 Oregon Urban & Community Forestry Award!

You are an Oregon urban and community forestry leader. Your actions align with the missions of OCT and the ODF Urban and Community Forestry Assistance Program. You *promote healthy urban and community forests in Oregon through education, awareness, and advocacy* and help Oregonians improve their quality of life by promoting community investment in our urban forests.

We hope you will accept this award and allow us to present it to you during a public meeting of your choosing. Due to statewide actions on COVID-19, we understand it may not be possible at this time to schedule a face-to-face public presentation. If need be, we are happy to make our presentation virtually via video-conferencing. It is important to us that you receive the accolades you deserve! An OCT board member will contact you soon to discuss arrangements.

Thank you for all your work and dedication to urban forestry in Oregon. Best wishes and congratulations!

Samantha Wolf

President
Oregon Community Trees

The mission of Oregon Community Trees is to promote healthy urban and community forests in Oregon through education, awareness, and advocacy.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: April 5, 2021	Subject: Resolution No. 2887 A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Construction Contract with Braun Construction for the Old Farm Road Phase I Project (Capital Improvement Projects 1500, 2500, 4500, and 7500) Staff Member: Mike Nacrelli, PE, Civil Engineer Department: Community Development	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to approve the Consent Agenda.		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand and Maintain High Quality Infrastructure	<input checked="" type="checkbox"/> Adopted Master Plan(s): Charbonneau Consolidated Improvement Plan	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving the public bid process, accepting the lowest, responsive bid, and awarding a construction contract to Braun Construction in the amount of \$1,474,871.50 for the construction of the Old Farm Road Phase I project.

EXECUTIVE SUMMARY:

The Old Farm Road Phase I Project (“Project”) includes open trench replacement of approximately 1500 lineal feet of storm pipe, cure in place installation of approximately 2300 lineal feet of storm pipe, cure in place installation of approximately 1200 lineal feet of sewer pipe, and replacement of approximately 900 lineal feet of water pipe within the Charbonneau District. Upon completion of the utility work, Arbor Glen Court and portions of Arbor Glen Loop and Old Farm Road will receive a new asphalt concrete surface within the limits of the project. Attachment 1 includes a map of the Project location.

The Charbonneau Consolidated Improvement Plan, adopted on August 4, 2014, ranked Old Farm Road Phase I as the second Complete Repair project to be implemented upon completion of the French Prairie Road Phase II Project, which was completed in December 2020.

The City received six (6) bids by the March 11, 2021 deadline (see Attachment 2 for bid summary) of which Braun Construction submitted the lowest, responsive bid.

EXPECTED RESULTS:

Repair, rehabilitate, and replace approximately 3800 lineal feet of storm sewer pipe, approximately 1200 lineal feet of sanitary sewer pipe, and approximately 900 lineal feet of water pipe and repave approximately 2300 lineal feet of streets within the Charbonneau District.

TIMELINE:

Construction is expected to begin May 3, 2021 with a final completion date scheduled for December 31, 2021.

CURRENT YEAR BUDGET IMPACTS:

The water portion, Project #1500 is funded through water operating fees. The amended FY 2020-21 Wilsonville budget includes \$186,775.00 for construction, contract administration and overhead for the entirety of the water work. This project is included in the City’s five-year capital improvement plan and will carry into the next fiscal year. An additional \$372,257 is estimated for Charbonneau water projects in FY 2021-22. The water portion of the construction contract is estimated at \$234,328, within the total anticipated amount for the Project.

The sewer portion, Project #2500 is funded through sewer operating fees. The amended FY 2020-21 Wilsonville budget includes \$809,619.00 for construction, contract administration and overhead for the entirety of the sewer work. Project costs for the previous phase of Charbonneau sewer work within FY2020-21 are \$287,158. The sewer portion of the construction contract is estimated at \$227,562, within the budgeted amount.

The streets portion, Project #4500 is funded through the street maintenance fees. The amended FY2020-21 Wilsonville budget includes \$845,759.00 for construction, contract administration and overhead for the entirety of the road maintenance work. Project costs for the previous phase of Charbonneau street maintenance work within FY2020-21 are \$270,861. The street portion of the construction contract is estimated at \$256,637.50, within the budgeted amount.

The storm portion, Project #7500 is funded through storm operating fees. The amended FY 2020-21 Wilsonville budget includes \$2,218,067.00 for construction, contract administration and overhead for the entirety of the storm drainage work. Project costs for the previous phase of Charbonneau storm work within FY2020-21 are \$1,102,921. The storm portion of the construction contract is estimated at \$756,344, within the budgeted amount.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 3/19/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/25/2021

COMMUNITY INVOLVEMENT PROCESS:

A public open house was held on Tuesday, February 26, 2019 for community members to review and comment on the type of construction to be utilized and the proposed schedule for both the French Prairie Road Phase II and Old Farm Road Phase I Projects.

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

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:

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

ALTERNATIVES:

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

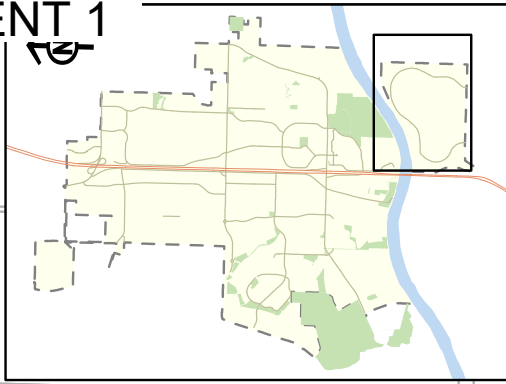
CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Project Location Map
2. Bid Summary
3. Resolution 2887
 - A. Old Farm Road Phase I Construction Contract

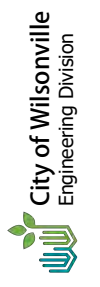
ATTACHMENT 1



Special Ref: NAD 1983 NAD StatePlane Oregon North FIPS 3601
Date Saved: 3/12/2021 8:10 AM

Streets
Taxlots
Water ways
Old Farm Rd P1

Attachment 1 Old Farm Road Phase I



ATTACHMENT 2

BID SUMMARY

Project Name: Charbonneau Utility Repair: Old Farm Road Phase 1

CIP #: 7500/4500/2500/1500

Bid Opening Date & Time: March 11 @ 2:00 PM

File #: 18 08 003

Engineer's Estimate: \$1.8M



Order Opened	Bidder Name	Envelope Marked	Proposal Complete	Addendum 1	Proposal Signed	Bid Security		First Tier Disclosure	Bid Amount	Bid Rank
						Amount	Type			
1	Braun Construction	Y	Y	Y	Y	\$147,487.15	bond	Y	\$1,474,871.50	1
2	Canby Excavating	Y	Y	Y	Y	\$163,261.50	bond	Y	\$1,632,615.00	5
3	Emery & Sons Construction	Y	Y	Y	Y	\$149,343.30	bond	Y	\$1,493,433.00	2
4	JWF General Contractors	Y	Y	Y	Y	\$245,600.00	bond		\$2,456,000.00	7
5	K & E Excavating, Inc.	Y	Y	Y	Y	\$175,055.60	bond	Y	\$1,750,556.00	6
6	Landis & Landis	Y	Y	Y	Y	\$156,652.00	bond	Y	\$1,566,520.00	3
7	M.L. Houck Construction Co.	Y	Y	Y	Y	\$161,498.89	bond	Y	\$1,614,988.90	4

RESOLUTION NO. 2887

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH BRAUN CONSTRUCTION FOR THE OLD FARM ROAD PHASE I PROJECT (CAPITAL IMPROVEMENT PROJECT #1500/2500/4500/7500).

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #1500/2500/4500/7500, known as Old Farm Road Phase I 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, six bids were received and opened on March 11, 2021, and Braun Construction submitted a bid of \$1,474,871.50 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Braun Construction submitted the lowest responsive and responsible bid.
2. The City of Wilsonville acting as the Local Contract Review Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with Braun Construction for a stated value of \$1,474,871.50.
3. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of April 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. Old Farm Road Phase I Construction Contract

EXHIBIT A

Contract No. 210630
CIP No. 1500/2500/4500/7500

CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the Old Farm Road Phase 1 Project (“Project”) is made and entered into on this _____ day of _____ 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 **Braun Construction & Design, LLC**, an Oregon limited liability company, doing business as **Braun Construction** (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”: Invitation to Bid, Drawings, City of Wilsonville Public Works Standards; City of Wilsonville Special Provisions; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from April 19, 2021 until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than December 31, 2021, whichever occurs

first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Substantial Completion by no later than December 3, 2021, and at Final Completion by December 31, 2021. See **Section 22** 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

Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor the unit price not-to-exceed amount of ONE MILLION FOUR HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS AND FIFTY CENTS (\$1,474,871.50) for performance of the Work ("Contract Sum"). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Unit Prices are as more particularly described in the Contract Documents.

4.1. During the course of Contractor's performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 23**.

4.2. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent (5%)

withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 22**.

4.3. 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.

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

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

Section 5. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2021, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 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 20.

Section 9. City's Project Manager

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

Section 10. Contractor's Project Manager

Contractor's Project Manager is Jeanie Braun. 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 11.1. 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 12. Subcontractors and Assignments

12.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 13.3**, 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.

12.2. 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 13. Contractor's Responsibilities

This Contract is a public works contract governed by the laws found at ORS Chapter 279C, which Contractor must be familiar with and adhere to. Those required provisions include but are not limited to all of the following:

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

13.2. 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.

13.3. 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.

13.4. 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 13** and meet the same insurance requirements of Contractor under this Contract.

13.5. 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.

13.6. 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.

13.7. 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.

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

13.9. 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.

13.10. 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.

13.11. 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.

13.12. 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.

13.13. 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).

13.14. 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.

13.15. 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.

13.16. 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.

13.17. 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:

13.17.1. 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

13.17.2. 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

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

13.18. 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.

13.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 13.17.1, 13.17.2, and 13.17.3 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.

13.20. 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.

13.21. 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.

13.22. 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.

13.23. 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.

13.24. 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.

13.25. 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.

13.26. 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.

13.27. 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 14. Subcontractor Requirements

14.1. 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:

14.1.1. 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

14.1.2. 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 14.1.1** 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).

14.2. 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 14.1.1 and 14.1.2** 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.

14.3. 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.

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

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

Section 15. Environmental Laws

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

<u>FEDERAL AGENCIES:</u>	Agriculture, Department of
Forest Service	Soil Conservation Service
Defense, Department of	Army Corps of Engineers
Environmental Protection Agency	Interior, Department of
Bureau of Sport Fisheries and Wildlife	Bureau of Outdoor Recreation
Bureau of Land Management	Bureau of Indian Affairs
Bureau of Reclamation	Labor, Department of
Occupational Safety and Health Administration	Transportation, Department of
Coast Guard	Federal Highway Administration
 <u>STATE AGENCIES:</u>	 Agriculture, Department of
Environmental Quality, Department of	Fish and Wildlife, Department of
Forestry, Department of	Geology and Mineral Industries, Department of
Human Resources, Department of	Land Conservation and Development Commission
Soil and Water Conservation Commission	National Marine Fisheries Service (NMFS)
State Land Board	State Engineer
	Water Resources Board
 <u>LOCAL AGENCIES:</u>	 City Council
County Courts	County Commissioners, Board of
Port Districts	Metropolitan Service Districts
County Service Districts	Sanitary Districts
Water 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.

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

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

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

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

Section 16. Indemnity

16.1. 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 16.2**. 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.

16.2. 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 17. Insurance

17.1. 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:

17.1.1. 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.

17.1.2. 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**.

17.1.3. 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.

17.1.4. 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.

17.1.5. 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.

17.1.6. 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.

17.1.7. 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.

17.2. 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 18. Bonding Requirements

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

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

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

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

Section 19. Warranty

19.1. Contractor shall 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.

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

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

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

Section 20. Early Termination; Default

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

20.1.1. By mutual written consent of the parties;

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

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

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

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

20.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 26**, for which Contractor has received payment or the City has made payment.

Section 21. Suspension of Work

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

Section 22. Substantial Completion, Final Completion, and Liquidated Damages

22.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and the facilities/roads are fully functional and may be utilized, with only minor punch list items remaining that do not significantly impact public use. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within twenty-eight (28) 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 3, 2021 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in

Subsections 22.3 and 22.4 shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

22.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if 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.

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

22.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of December 31, 2021, or any written extension thereof granted by the City, Contractor shall pay the City One Thousand One Hundred Dollars (\$1,100) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

22.5. 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.

22.6. 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 23. Contract Modification; Change Orders

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

contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 4** of this Contract, or changes or modifies the Work 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 24. Dispute Resolution

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

Section 25. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Contractor as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts 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 26. Property of the City

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

Section 27. As-Builts

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

Section 28. Notices

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

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

To Contractor: Braun Construction
 Attn: Jeanie Braun
 24805 SW Gage Road
 Wilsonville, OR 97070

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.

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

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

CONTRACTOR:

CITY:

BRAUN CONSTRUCTION

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

**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 Monday, March 15, 2021. Mayor Fitzgerald called the meeting to order at 7:11 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 - Excused
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
Keith Katko, Assistant Finance Director
Kerry Rappold, Natural Resources Manager

Motion to approve the order of the agenda.

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

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

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.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

In addition, Mayor Fitzgerald informed that the next step for the proposed I-5 Boone Bridge and Seismic Improvements Project is the engineering design. The Mayor then expressed appreciation for those that have assisted in moving this project forward.

The Mayor then provided an update on the American Rescue Plan of 2021 which provides a host programs and benefits that are designed to help Americans with the negative economic impacts of the COVID-19 pandemic and recession.

It was announced that Mayor Fitzgerald and Aurora Mayor Brian Asher are working together on a letter to be sent to the Joint Transportation Committee co-chairs. The letter is to request a public hearing on House Bill 2497, which is proposed legislation that would provide an open transparent public process to resolve controversial management of the Aurora State Airport by the Department of Aviation.

It was shared the City provided testimony in support of House Bills 3102, 3093 and 2821. The bills provide the Oregon Department of Environmental Quality (DEQ) with resources to study harmful algal blooms (HABs) and conduct cyanotoxin analysis in order to protect public health.

COMMUNICATIONS

A. Presentation of Republic Services 2020 Bi-Annual Report, July-Dec 2020

KJ Lewis and Travis Comfort of Republic Services shared the bi-annual report summarizing operations between July to December of 2020, which highlighted new services and customer service improvements. The PowerPoint has been made a part of the record.

Council and staff appreciated Republic Services for all their efforts in the ice storm cleanup.

B. Soaring Spirits Crane Installation

Zoe Monahan, Assistant to the City Manager displayed the PowerPoint while Wilsonville resident Linda Moulton updated Council on the project. Ms. Moulton shared details of her collaboration with the City and the community to produce the “Soaring Spirits” display at the Park & Recreation Administration Building. The project, commemorates Oregonians lost to COVID-19, and includes hundreds of origami cranes created by Ms. Moulton and members of the community.

C. EPA Final Action On Revised Willamette Basin Mercury Total Maximum Daily Load Letter

Kerry Rappold, Natural Resources Manager reported there's no further action required of the Council in response to EPA final action on revised Willamette Basin mercury Total Maximum Daily Load (TMDL) letter. Mr. Rappold shared staff would work with the consultant over the next year or more in terms of coordinating with DEQ and figuring out the best approach to deal with mercury. Mr. Rappold briefly explained the biggest source of mercury in this community and just about anywhere comes from the atmosphere. Therefore, deposition comes from natural causes such as volcanoes, forest fires and man-made causes such as industries and power plants.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

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.

Michelle Calcagno, Wilsonville resident appreciated Council for their work and noted her interest in learning more information on the happenings of the City.

Council thanked Ms. Calcagno for attending and providing public comment.

Council and staff shared the website; newsletter; news releases; Citizens Academy; and other committees are great resources for learning about the City. Staff reported they would follow up with Ms. Calcagno after the meeting to provide her with additional resources.

COUNCILOR COMMENTS

A. Council President Akervall

Reported she attended the Washington County Coordinating Committee (WCCC) held earlier in the day.

Ms. Akervall reminded schools are welcoming students back into the buildings and encouraged drivers to be vigilant in in trying to make it be a safe and welcoming place as students return to their school buildings.

B. Councilor Lehan

Reported she attended the Willamette Falls and Landings Heritage Area Coalition (WFLHAC) held earlier in the day. She further informed the WFHLAC executive director planned to step down.

Ms. Lehan shared her and everyone from the City of Wilsonville that went to high school before 1995 were West Linn alumni. Therefore, she mentioned the West Linn high school football team is currently rated number one in the state of Oregon for their league.

C. Councilor Linville

Updated the Willamette Falls Locks Commission had been trying to get the Locks opened again. Furthermore, Ms. Linville mentioned there is a bill in the legislature that would allow authority to transfer the operations of the Locks by the U.S. Army Corps of Engineers (USACE) to a public corporation. This bill has passed out of the Joint Transportation Committee and now goes to the floor.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Ms. Linville explained on the agenda was Resolution No. 2885, which authorizes SMART to purchase a battery electric bus and charging equipment. The resolution would allow the City to have an entire route that would be all electric. Ms. Linville mentioned the City of Wilsonville is trying to move to sustainability and green energy for all City transportation. Moreover, this purchase would remove the last of the diesel buses on route. Ms. Linville then appreciated Dwight Brashear, Transit Director and the SMART team for their efforts.

Ms. Linville announced the Wilsonville-Metro Community Enhancement Committee would soon be meeting again.

CONSENT AGENDA

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

- A. **Resolution No. 2882**
A Resolution And Order Amending Resolution No. 2870 To Further Extend The Local State Of Emergency And Emergency Measures, As Authorized By Resolution No. 2803.
- B. **Resolution No. 2883**
A Resolution Of The City Of Wilsonville Adopting The Oregon Plumbing Specialty Code, And Oregon Electrical Specialty Code.
- C. **Resolution No. 2884**
A Resolution Approving And Applying The Tualatin Valley Fire And Rescue Fire Prevention Code In The City Of Wilsonville.
- D. **Resolution No. 2885**
A Resolution Of The City Of Wilsonville Authorizing South Metro Area Regional Transit (SMART) To Purchase One 35' Battery Electric Bus And Charging Equipment From Proterra, Inc.
- E. **Resolution No. 2889**
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute An 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.
- F. Minutes of the March 1, 2021 City Council Meeting.

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

Vote: Motion carried 4-0.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

SUMMARY OF VOTES

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

NEW BUSINESS

A. None.

CONTINUING BUSINESS

A. None.

PUBLIC HEARING

A. Resolution No. 2886

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2020-21.

Ms. Jacobson read the title of Resolution No. 2886 into the record.

Mayor Fitzgerald provided the public hearing format and opened the public hearing at 8:12 p.m.

Mayor Fitzgerald invited public testimony, seeing none she closed the public hearing at 8:15 p.m.

Motion: Councilor Lehan moved to approve Resolution No. 2886. Councilor Akervall seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

CITY MANAGER'S BUSINESS

Announced the Wilsonville-Metro Community Enhancement application process for this funding cycle is closed. Mr. Cosgrove recalled during the debris cleanup the idea came about to use Metro Community Enhancement funds to respond to the storm in particular the street trees. Based on that idea staff reached out to Metro who informed them some of the money could be used for street tree replacement. Staff plans to submit a Street Tree Replacement Plan to the

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Wilsonville-Metro Community Enhancement Committee, which might include items such as stump grinding, or payment assistance for street trees.

Council agreed with staff's suggestion.

Mr. Cosgrove mentioned the opportunity for Council to use Safe Routes to School (SRTS) virtual backgrounds to promote their new driver safety campaign as kids head back to school.

LEGAL BUSINESS

Reminded Council of the letter she sent to them prior to the meeting regarding an immediate cease, desist and remove order for a violation of a poll placement in the City without a building permit and without building inspection. It was explained the letter requires the removal of that poll.

Council concurred the City should continue with enforcement.

ADJOURN

Mayor Fitzgerald adjourned the meeting at 8:21 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: April 5, 2021		Subject: Resolution No. 2888 Contract Award for Frog Pond East and South Master Plan	
		Staff Member: Daniel Pauly, AICP, Planning Manager	
		Department: Community Development, Planning Division	
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 type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt Resolution No. 2888.			
Recommended Language for Motion: I move to approve Resolution No. 2888.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: A.6e. Engage the Community on Important Issues D.1. Complete the Equitable Housing Study and develop affordable housing strategies	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Council to decide whether to approve a contract with Angelo Planning Group for professional services for the Frog Pond East and South Master Plan.

EXECUTIVE SUMMARY:

In 2015, the City adopted the Frog Pond Area Plan to provide one cohesive plan to guide growth in an area already in the Urban Growth Boundary (UGB) known as Frog Pond West as well as adjacent urban reserve land known as Frog Pond East and South. The City adopted a master plan for Frog Pond West neighborhood in 2017. Metro added Frog Pond East and South to the UGB in 2018. The City now needs to adopt a similar master plan for Frog Pond East and South. Metro requires the adoption of the master plan by December 2022 as a condition of the UGB amendment. When the City Council adopted the Equitable Housing Strategic Plan, they directed staff to incorporate equitable housing into the planning of this UGB expansion area.

During their March 16, 2020 meeting, the City Council gave support to staff, via Resolution No. 2782, to pursue a Metro 2040 Planning and Development Grant to help fund the necessary master planning for Frog Pond East and South. Metro subsequently awarded the City \$350,000. In January, with funding in place, the City advertised a Request for Proposals (RFP) not to exceed \$350,000 for consultants to assist with master planning. The City received only one proposal. The proposal was from a team with extensive experience working with the City on the earlier Frog Pond development. The City staff review team found the proposal to meet the City’s need for the master planning. The team is led by Angelo Planning Group, with sub-consultants including Walker Macy (urban design), Leland Consulting Group (market analysis, infrastructure funding), ECONorthwest (equitable housing), Murraysmith (engineering and infrastructure planning), DKS (transportation), and Centro Cultural of Washington County (community engagement).

The consultant team presented a thorough scope demonstrating a good understanding of the master planning components. The proposal includes services and related costs well-tailored to the scope of the master planning anticipated by staff. The consultant team has specific experience that benefits the project including involvement in the previous Frog Pond planning efforts, the Middle Housing Project, other infrastructure planning and funding, the Equitable Housing Strategic Plan, and previous transportation planning.

The contracted services will help the City of Wilsonville develop a successful master plan before the deadline set by Metro and in support of the City’s vision for Frog Pond East and South.

EXPECTED RESULTS:

The City will work with Angelo Planning Group and their sub-consultants to complete the Frog Pond East and South Master Plan.

TIMELINE:

The consultant will begin preliminary work upon award of the contract with a public launch in the summer of 2021. Adoption of the Frog Pond East and South Master Plan will be towards the end of 2022.

CURRENT YEAR BUDGET IMPACTS:

The contract cost is covered by a grant under Metro’s 2040 Planning and Development Grant Program. Some initial costs will occur in FY 20-21 as previously budgeted, approximately 66%-75% of costs will occur in FY 21-22, and approximately 20-30% of costs will occur in FY 22-23.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 3/26/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/25/2021

The issue of whether the admission of Frog Pond East into the UGB has been challenged by Land Housing Advocates to the Oregon Court of Appeals. Oral arguments occurred but no decision has yet been rendered. If the Court does not agree with Metro, this development may not move forward on the timeline currently contemplate.

COMMUNITY INVOLVEMENT PROCESS:

The scope of the contract includes substantial community involvement. Outreach will be an integral part of the project, both on specific details of the project as well as part of the broader ongoing conversation in the community about housing types and equity.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

This plan will help realize the community's vision for the future Frog Pond East and South neighborhoods. It will continue to address pressing housing issues and set the stage for the next generation of great Wilsonville neighborhoods to meet the needs of a growing community.

ALTERNATIVES:

The City Council can chose not to award the contract, direct staff to seek alternative professional services to support the project, or request specific changes to the scope of work before awarding the contract.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2888
 - A. Professional Services Agreement between the City of Wilsonville and Angelo Planning Group, Inc., Frog Pond East and South Master Plan

RESOLUTION NO. 2888

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH ANGELO PLANNING GROUP, INC. FOR FROG POND EAST AND SOUTH MASTER PLANNING.

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

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

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

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

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

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

WHEREAS, other Conditions of Approval of the UGB decision require other certain components be included in the master planning including: inclusion of middle housing, exploring how to encourage Accessory Dwelling Units, and working to explore variable rate System Development Charges to support affordability of smaller homes; and

WHEREAS, during their March 16, 2020 meeting the City Council gave support, via Resolution No. 2782, to pursue a grant from Metro to support the master planning for Frog Pond East and South; and

WHEREAS, Metro subsequently awarded the City \$350,000 to fund consultant services needed to complete master planning for Frog Pond East and South; and

WHEREAS, in January 2021, with funding in place, the City issued a Request for Proposals (RFP) for professional services; and

WHEREAS, the Request for Proposals duly followed the State of Oregon Public Contracting Rules and City of Wilsonville Municipal Code; and

WHEREAS, the City received one (1) proposal from a qualified consultant team to assist the City with the master planning; and

WHEREAS, Angelo Planning Group, Inc. submitted the proposal for the master planning, which was subsequently evaluated as a qualified proposal, considering quality, cost, qualifications, and experience.

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

- Section 1. The procurement process duly followed Oregon Public Contracting Rules, and Angelo Planning Group, Inc. submitted the most qualified proposal.
- Section 2. The City of Wilsonville City Council acting as the Local Contract Review Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a contract with Angelo Planning Group, Inc. for a stated value of \$350,000 which contract must be substantially similar to Exhibit A attached hereto and incorporated herein.
- Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 5th day of April 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. Professional Services Agreement between the City of Wilsonville and Angelo Planning Group, Inc., Frog Pond East and South Master Planning

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Frog Pond East and South Master Plan Project (“Project”) is made and entered into on this _____ day of _____ 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 **Angelo Planning Group, Inc.**, an Oregon corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently assist the City in creating a Frog Pond East and South Master Plan and perform the services according to the requirements and deliverable dates identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2022, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, name, or logo of, or otherwise be identified as coming from, Consultant’s authorized Project Manager.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant’s reasonable control, including but not limited to strikes,

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

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant's rate schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 17**.

4.3. Payment will be made within thirty (30) days of completion of the Services. The Services shall be deemed completed when accepted by the City, in writing.

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 covered by **Exhibit A**.

4.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

Section 5. City's Rights and Responsibilities

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

5.2. 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 15**.

Section 6. City's Project Manager

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

Section 7. Consultant's Project Manager

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

Section 8. Project Information

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

Section 9. Duty to Inform

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

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

Section 10. Subcontractors and Assignments

10.1. Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

10.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 11. Consultant Is Independent Contractor

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

11.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules

for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 17** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

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

Section 12. Consultant Responsibilities

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

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

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

12.4. COVID-19 Safety Measures. Consultant 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 Consultant's employees and/or subconsultants, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop

or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 13. Indemnity

13.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

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

Section 14. Insurance

14.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant 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 Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

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

14.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

14.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant 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**.

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

14.1.5. Insurance Carrier Rating. Coverages provided by Consultant 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.

14.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant’s liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant’s Commercial General Liability, Automobile 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. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

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

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

Section 15. Early Termination; Default

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

15.1.1. By mutual written consent of the parties;

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

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

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

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

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

15.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 19**, for which Consultant has received payment or the City has made payment.

Section 16. Suspension of Services

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

Section 17. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the

change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 18. Access to Records

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

Section 19. Property of the City

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

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

Section 20. Notices

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

To City: City of Wilsonville
 Attn: Daniel Pauly, Planning Manager
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Angelo Planning Group, Inc.
 Attn: Andrew Parish
 921 SW Washington Street, Suite 468
 Portland, OR 97205

Section 21. Miscellaneous Provisions

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

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

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

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

21.5. 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.

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

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

21.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to

enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

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

Exhibit A

Scope of Work, and Deliverables

Phase 1: Project Kick-off, Background, and Regulatory Research

Task 1.1: Project Kick-off, Background, and Regulatory Research

Task 1.1 will initiate the project. The consultant team will produce a memorandum summarizing background information as it relates to opportunities and constraints for the project, as well as summarizing the necessary regulatory compliance. The consultant team will review the documents listed in the RFP and provide a memorandum that briefly summarizes content that is applicable to Frog Pond, including a summary list of priority issues and what is directive to the Master Plan effort. A kick-off meeting and related kick-off deliverables are listed below.

Deliverables:

- a. Kick-off meeting
- b. Prepare project schedule
- c. Prepare templates for memo, agenda, project mapping
- d. Receive/coordinate GIS data for the project and establish official project boundary
- e. Research and prepare Task 1.1 memo

Task 1.2: Outreach Scoping and Community Engagement Plan

We recommend that Task 1.2 create the plan and initial outreach described in the RFP, but in the reverse of the order identified in the RFP. That is, we will first prepare an outline of the Outreach Plan, but then conduct the groundwork and initial outreach described for Deliverable 1.2.b as a path to completing the community engagement strategy and plan.

In addition to the overall outreach process, this task will determine the Committee structure and stakeholder involvement for the project. The City has stated it wants the Planning Commission to be the primary committee that the team works with - our scope assumes this approach. In Task 1.2, we will explore and define how stakeholders and the general public can participate in a meaningful way. In preparing Task 1.2 recommendations, we suggest the following guiding principles: the voice of those who would be impacted will have meaningful input into decision making throughout the process; equity and inclusion will be integrated; and the advisory and decision making hierarchy will be clear and designed to be responsive to community input.

For this task, we will meet with partner organizations, conduct focus groups, and create online input opportunities to introduce the project, seek advice on engagement and key issues, and ask values-based questions to inform outreach and the master plan. Following this groundwork, we will prepare the comprehensive community engagement plan as described in the RFP. As part of this task, APG will create a Public Engagement Log and post it on SharePoint. This list will be a shared document for the City and APG to keep a running log of public engagement activities—usable for interim reporting and the public engagement summaries needed for Task 3.3 deliverables.

All meetings in the scope are assumed to be virtual. If COVID-19 protocols change and the City desires in-person meetings, APG and the City will discuss and agree on scope/budget changes, if needed, prior to conducting in-person meetings.

Deliverables:

Exhibit A

- a. Community Engagement Plan outline (an outline and preliminary strategy for the entire Frog Pond engagement process)
- b. Memo describing the plan for Initial Outreach (purpose, process, groups to engage, draft agendas, Committee structure options)
- c. Initial outreach communication materials (project fact sheet, initial content for *Let's Talk Wilsonville!*)
- d. Initial outreach meetings (see Task 1.3)
- e. Memo summarizing feedback received during the Initial Outreach process
- f. Comprehensive community engagement plan
- g. Public engagement log

Task 1.3: Phase 1 Meetings and Outreach

Assumptions, task roles and services are:

- The scopes for Phase 1, Phase 2 and Phase 2 engagement are preliminary and subject to refinement from the outcomes of Task 1.2
- Team work sessions will be used to collaborate and advance written products. APG will prepare agendas and facilitate the work sessions, working closely with the City Program Manager. This task also provides time for brief check-in's between team meetings.
- For Planning Commission meetings, the City will prepare the agenda, staff report, and PPT, with the support of the consulting team for content/images.
- For City Council meetings, staff will have the lead role, using content prepared as part of the scope. The APG Project Manager, or a topic task leader, will be available for each Council meeting.
- Outreach meetings will be conducted per the Engagement Plan. APG will have prepare meeting plans/agendas, co-facilitate with the City, and provide meeting materials. This scope assumes the City will manage a *Let's Talk Wilsonville!* page, prepare regular project update articles for the Boones Ferry Messenger, and post information to applicable social media platforms. The APG team, will provide Spanish translation for project materials.

Deliverables:

- a. Team work sessions (up to 5, additional to Kick-off)
- b. Planning Commission meetings (up to 2)
- c. City Council meetings (up to 2)
- d. Outreach meetings (up to 5, no community events or online surveys for this phase)

Phase 2: Land Use and Community Design

Task 2.1: Affordable Housing Analysis

The City's Equitable Housing Strategic Plan (EHSP) calls for the City to identify affordable housing targets for Frog Pond East and South, including number of units, depth of affordability, and unit size. The housing targets will focus on regulated/income-restricted affordable housing, including consideration of both rental and ownership housing. These targets are intended to balance the need for market-rate development to fund needed infrastructure investments with the need to expand affordable housing supply and the availability of lower-cost unrestricted housing options.

Exhibit A

This task also includes identifying strategies to help ensure that affordable housing targets are met and that development includes housing options for low- and moderate-income households. The strategies will build on and refine the intentions and strategies in the EHSP, exploring potential partnerships with affordable housing developers and other measures to deliver affordable housing in the area. The affordable housing strategy for the area will also need to consider how affordable housing within the area will have access to amenities and is integrated into the fabric of the new neighborhoods.

This task will include up to two interviews or focus groups with local affordable housing developers to solicit input on the affordable housing targets and strategies. For efficiency, we recommend combining deliverables 2.1.1. and 2.1.2 into a single memorandum.

Deliverables

- a. Affordable housing opportunities memo including evaluation of opportunities and constraints for affordable housing in the area, consideration of strategies in Wilsonville's Equitable Housing Strategic Plan and conditions in the UGB Expansion Conditions of Approval, analysis of affordable housing needs/targets for the area, and recommended production strategies for the area

Task 2.2: Explore Encouraging ADUs

Accessory Dwelling Units (ADUs) offer an opportunity to seamlessly integrate additional, smaller units within neighborhoods while staying within traditional single family development and financing models. In the context of a greenfield development, the dynamics of ADU production are different than in developed neighborhoods where the primary driver is individual property owners modifying an existing home. For a greenfield setting, measures to encourage ADUs need to consider ways to influence homebuilders' floorplans to encourage building ADUs at time of construction and/or home designs that lend themselves to easy conversion later. Given the target density for this area, this task will also consider options for integrating ADUs into higher-density detached and single family attached housing. This task will include up to two interviews with homebuilders; analysis of readily available home sales and survey data and input from outreach to understand the interest and demand from buyers for houses with ADUs; review of the relevant development code and other regulations specifically relevant to ADUs to identify any unintended obstacles to ADU production; and identification of strategies (including regulatory and financial incentives) to encourage ADU production. It will also estimate a range of rents for ADUs within new homes in this area to understand what household income levels the ADUs would be affordable to. For efficiency, we recommend combining deliverables 2.2.1, 2.2.2, and 2.2.3 into a single memorandum.

Deliverables:

- a. ADU market and opportunities memo, including analysis of demand and potential rents, opportunities and constraints to ADU production, and recommended regulatory measures and other strategies to encourage ADU production

Task 2.3: Residential Sub-district Planning

Note: Task 2.3 (Residential) and Task 2.4 (Neighborhood Commercial) will be prepared in tandem as an iterative design process.

Exhibit A

Step 1: Master Plan base map. APG and Walker Macy will prepare a base map to establish a physical framework for sub-district evaluation and planning. We will review and verify/refine the buildable land inventory for East and South, overlay framework roads, identify priority natural features (e.g., tree groves), and sketch other base map features. The resultant base map will be preliminary but guiding to subsequent work. The map will be supported by a brief memo documenting how it was prepared. An arborist report will be prepared during this task. The tree inventory will identify significant trees and groves (a tree survey for the entire project area is beyond the scope of this project).

Step 2: Memorandum describing sub-district assumptions, housing mix alternatives, and plan diagrams. Step 2 will define alternatives. A memo and supporting sketches will be prepared to define and evaluate: (1) HB 2001 requirements and options for middle housing implementation (we recommend that these be vetted with DLCDC); (2) annotated plan diagrams showing concepts for arrangement of housing types/densities and how they will transition within the neighborhoods, and (3) conceptual placement of the commercial center, East neighborhood park, trails, and other features. These drawings will be the broad alternatives to be discussed in the process. They will be diagrammatic, not detailed, to emphasize the big ideas, design opportunities, and middle housing compliance. Internally, we will prepare GIS versions of the maps so that housing capacities can be measured, reported, and discussed in the process. The budget supports preparation of up to three alternatives for this task. The City will be the lead for coordination with the state and Metro regarding compliance with middle housing and density requirements.

Step 3: Refinement of alternatives, preferred alternative and sub-district map and table. The alternatives defined in Step 2 will be taken through review and input opportunities by the team, Planning Commission, City Council, and community—ultimately leading to a preferred alternative. The process steps will be defined as part of the public involvement plan. We anticipate that input from participants will direct the preparation of up to two refined alternatives, and ultimately to a preferred alternative recommendation from the Planning Commission. This task will prepare those refinements, remaining at sketch level. The preferred alternative will be prepared in both diagram form, and at property-specific sub-district layout. The draft sub-district map will be accompanied by a table listing minimum and maximum housing allowances.

Site studies and three visualizations. Three site studies will be defined in collaboration with City staff. We recommend that they be prepared in draft form as part of Step 2 and 3 above to help participants visualize plan alternatives and emphasize design. The site studies will be finalized as part of the preparation of the Master Plan report. Three visualizations (street level views) will be prepared.

Deliverables:

- a. Master plan base map and documentation memo, and arborist report
- b. Memo describing sub-district assumptions, housing mix alternatives and plan diagrams (up to three plan alternative diagrams)
- c. Housing capacity analysis for alternatives (GIS data and tables)
- d. Refinement of alternatives (up to two), memo describing preferred alternative
- e. Sub-district map and table for the preferred alternative
- f. Three draft site studies and three visualizations

Exhibit A

Task 2.4: Neighborhood Commercial Area Evaluation

Background. LCG will review recent commercial market studies and other reports to inform the commercial market analysis. LCG will interview retail developers and/or brokers who are active in the area and gather input from the public through the Task 1.2 outreach plan, to understand where and how people shop, work, and access other commercial services in the area. The consultant team will attempt to determine any particular unmet community needs that could be satisfied in Frog Pond East and South.

Commercial market analysis. LCG will then analyze the commercial development market including commercial supply (the landscape of existing or planned retail, commercial, office, healthcare, and other commercial properties in the market area) and demand (the amount of spending by households, employees, and potentially visitors today and in the future within the primary market area). Where demand is greater than supply, commercial development opportunities exist, and LCG will detail these opportunities by commercial tenant type, square footage, acreage, parking demands, etc. LCG will prepare two to three concise summaries/case studies of comparable commercial centers and compare them to the subject site on the basis of surrounding population, employment, traffic counts, and other metrics that drive commercial development. The case studies will illustrate the opportunities associated with vertical mixed-use development.

Location, design, placemaking and sketches. Concurrent with the market evaluation, Walker Macy will identify an array of options for neighborhood commercial area locations, using precedent images to illustrate potential type and scale of neighborhood commercial nodes. After an initial review of market findings and options for potential locations in a work session with the City, Walker Macy will refine and recommend preferred sites for future neighborhood commercial nodes, including diagrams and conceptual illustrations for the repurposing of the Grange building. Similar to the “Ten Essentials” approach from previous Frog Pond planning, Walker Macy will also provide illustrated urban design guidelines specific to neighborhood commercial development that will encourage pedestrian-friendly, active, and attractive commercial amenities with a place-based Wilsonville identity. These guidelines will draw strongly from community input on desired neighborhood character and amenities. The options for commercial location and the urban design and placemaking guidelines will be packaged into an illustrated draft memo. After City review of the draft memo, Walker Macy will refine the memo and then produce more detailed concept illustrations of a neighborhood commercial center. Depending on location and project needs, this set of illustrations could represent a real location or could be a prototypical illustration that outlines the desired urban design and placemaking elements of neighborhood commercial areas in Frog Pond East and South.

Deliverables:

- a. Neighborhood Commercial Market Analysis including supply and demand analysis and key takeaways from broker, developer, and public input
- b. Concise neighborhood commercial development case studies
- c. Draft options for neighborhood commercial node locations
- d. Work session with City to review market findings and discuss and refine potential sites for neighborhood commercial
- e. Draft Neighborhood Commercial Center Design memo
- f. Final Neighborhood Commercial Center Design memo

Exhibit A

- g. Conceptual illustrations of a site or prototype for a neighborhood commercial node in Frog Pond East and South

Task 2.5: Public Realm Planning

Tree Preservation Strategy Memo. Early in the process, during the Background Research phase, the project team will work with a certified arborist and City staff to gain permission to access properties in the master plan area. The consultant team will work with the City and arborist to establish criteria for significant trees in the area. After an arborist inventory, Walker Macy will produce a Tree Preservation Strategy Memo for the area that outlines the multiple benefits of preserving mature trees, describes the methodology for identifying significant trees, and provides design strategies for preserving significant trees within future development. The memo will be illustrated with a map of the area tree inventory, site photos, and precedent images. This memo and its illustrations will aid in community conversations about neighborhood character and serve as a guide during development and public realm planning.

Street and trail demonstration plan and cross sections. As a first step in the public realm planning process, APG and Walker Macy will use the existing street network and planned street connections from Frog Pond West as a basis to develop a series of conceptual options for a public street and trail network in the master plan area (the first option will serve as the base map referenced in Task 2.3). We suggest that pedestrian and bike facilities, both on- and off-street, should be studied along with the public street network in order to ensure maximum connectivity. At a collaborative work session with City staff using maps of these conceptual options, we will gather feedback on potential connections and discuss the desired characteristics of major street corridors and trail connections. The team will then refine the options into a preferred network and produce a street and trail demonstration plan. The demonstration plan will be supplemented by illustrated, 3D cross-sections of key street corridors and their dimensions and amenities, including concepts for bike facilities and off-street trails. The draft street demonstration plan will be used as a framework for planning residential sub-districts and neighborhood commercial uses and may be informed by subsequent findings from these processes. The consultant team will draw from prior experience planning for the larger Frog Pond area to ensure public realm continuity and connectivity with Frog Pond West. Community input on walkability, bike-ability, and other types of connectivity will be incorporated into recommendations for streets and trails.

Park and open space framework. Concurrent with street and trail network planning, Walker Macy and APG will identify a framework of open spaces, well-connected by trails and walkable streets, which will serve future neighborhoods in the master plan area. The initial conceptual framework of open spaces will include multiple open space types and sizes, located based on criteria including surrounding need, connection to existing and planned parks, site suitability, and natural features including tree clusters and habitat., based on Area Plan inventory information. Based on City review and robust community input on desired parks and open space amenities, Walker Macy will develop a preferred parks and open space framework map along with recommendations for amenities within each type of planned park and open space. As part of these recommendations, the team will coordinate with Oregon State Parks regarding the Meridian Landing site on the Willamette River, and identify access issues and opportunities from Frog Pond South.

Public Street Design Elements Memo. Building on the street and trail demonstration plan and cross sections, Walker Macy will develop more detailed recommendations for a number of design elements of public streets, including street trees, public lighting, and street signage and entry monuments. The goal

Exhibit A

of these recommendations will be to create a contiguous public realm with Frog Pond West and incorporate community input on the desired look and feel of streets. The street tree plan will build on street tree planning for Frog Pond West as well as current best practices for street tree species selection and will be tailored to street types in the master plan area. The public lighting plan will be developed in consultation with a lighting specialist, and will include a map of recommended lighting types and spacing for each street type. Guidelines for street signage and entry monuments will include a map of recommended locations for special street signage, including neighborhood entry signs and street toppers, and identify any key potential locations for gateway elements to mark entry to the Frog Pond area.

Deliverables:

- a. Tree Preservation Strategy Memo
- b. Up to three conceptual diagrammatic options for future street network
- c. Draft pedestrian and bike trails framework
- d. Street and Trail Demonstration Plan
- e. Park and Open Space Framework map and recommendations memo
- f. Public Street Design Elements memo, illustrated with maps, diagrams, and photos

Task 2.6: Development Code Updates

As necessary, the project team will produce a package of recommended development code updates to implement preferred alternatives developed in Tasks 2.3 and 2.4, specifically to the Residential Neighborhood (RN) Zone to:

1. Encourage the preferred mix of middle housing;
2. Otherwise help implement the preferred housing variety identified in the sub-district planning; and
3. Enable the preferred neighborhood commercial alternative.

Deliverables:

- a. Development Code updates (V1 through V4)

Task 2.7 Phase 2 Meetings and Outreach

Roles and services will be the same as described in Task 1.3.

Deliverables:

- a. Team work sessions (up to 8)
- b. Planning Commission or Advisory Committee meetings (up to 5)
- c. City Council meetings (up to 2)
- d. Outreach meetings (up to 10, one community event and online survey)

Phase 3: Implementation Strategies and Adoption

Task 3.1: Infrastructure Plan and Funding Strategy

Task 3.1.1 Water, Sewer and Storm Water Background, Plans, and Cost Estimates

Background research. Under this task, the consultant team will perform a review of requested background information provided by the City regarding infrastructure relevant to the Frog Pond area.

Exhibit A

This information will include the Frog Pond Area Plan, and current infrastructure master plans and subsequent studies and reports prepared for relevant facilities. The consultant team will coordinate with City staff regarding status of planned, underway, and recently completed projects that will serve the Frog Pond area. The team will coordinate with City staff regarding lessons learned from infrastructure development in the Frog Pond West area currently underway and recommend opportunities for implementation into the Frog Pond East and South areas. The consultant team will prepare a memorandum summarizing key considerations from the background research. The memorandum will build upon the concepts developed for infrastructure service as described in the Frog Pond Area Plan and will include preliminary observations regarding infrastructure to serve land uses anticipated for Frog Pond East and South.

Plans and Cost Estimates. Under this task, the consultant team will assess the public water, sanitary sewer and stormwater infrastructure as laid out in the Frog Pond Area Plan in coordination with the background review performed in Task 3.1. The evaluation will be conducted for the first scenario which requires infrastructure to support 20 net dwelling units (DU) per acre. The team will provide recommendations for specific projects to be added to the City's infrastructure master plans and will prepare a Class 4 cost estimate to implement the scenario. The team will perform an assessment to estimate changes to the infrastructure plan that are needed to support the second scenario of a preferred land use mix identified in Tasks 2.3 and 2.4. The assessment will include a Class 4 cost estimate for implementation of the second scenario. A direct comparison of the different infrastructure needs under the two scenarios will be summarized, including costs broken down by cost per dwelling unit.

Deliverables:

- a. Review background information/existing plans
- b. Research/review the current status of capital improvement projects
- c. Prepare memorandum summarizing existing conditions for water, sewer, storm infrastructure
- d. Prepare map of existing water/sewer/storm infrastructure, formatted to project mapping templates, with GIS data
- e. Provide mapping in GIS layers
- f. Develop preliminary infrastructure maps for water, sanitary sewer and stormwater systems on both a local planning scale and a regional City-wide scale for the 20 net DU/acre scenario
- g. Estimate sizing and costs of water, sanitary sewer and stormwater infrastructure for the 20 net DU/acre scenario
- h. Assess changes to infrastructure plan for the alternate land use scenario, with recommended infrastructure changes and cost estimates
- i. Prepare memorandum summarizing assessments, recommended projects, and cost estimates
- j. Provide mapping in GIS layers

Task 3.1.2 Transportation Analysis, Plans, and Cost Estimates

Motor Vehicle Evaluation. Building off the prior Frog Pond planning, DKS will conduct transportation analysis of the major intersections on the east side of Wilsonville. Up to 13 study intersections are assumed that are most likely to be impacted from the future Frog Pond land use.

As part of this Task, consultant shall utilize historical weekday PM peak hour traffic counts at intersections listed above. Due to Covid19 impacts to peak hour traffic volumes, it is not recommended

Exhibit A

to collect new traffic counts at this time due to reductions in traffic volumes. The study intersections will be evaluated for each of the following scenarios:

- Existing Conditions (2021) – Based on existing geometries and baseline traffic volumes
- Future Baseline (2040) – Using volume forecasts from Wilsonville TSP and geometries associated with High Priority Projects

Using the updated land use assumptions prepared for the East and South Neighborhoods, DKS will perform future transportation analysis to evaluate the impact the proposed land use would have on the transportation system to meet Transportation Planning Rule impacts. The Frog Pond land use will be compared to the land use assumptions provided in the Metro Travel Demand model to determine potential trip impacts. DKS will prepare a trip generation summary comparing up to three potential land use scenarios. DKS will conduct traffic analysis to support TPR findings for one future 2040 land use scenario. Additional traffic volume post processing will be performed to adjust the volumes based on how the trips vary from the Metro assumptions. Future analysis will also evaluate the impact to the I-5/Elligsen Road and I-5/Wilsonville Road interchanges (ramp terminals and junctions) as well as the remaining study intersections.

The High Priority Projects proposed in the City's TSP will be assumed as part of the 2040 baseline transportation network. Applicable City and ODOT performance criteria will be assessed for each future transportation scenario. Should the study intersections not meet performance standards or safety/operational criteria, DKS will propose mitigation/improvements to address the specific deficiency.

DKS will evaluate the street and trail layouts for the proposed concept plans to assure pedestrian and bicycle connectivity has been addressed. We will make connectivity recommendations for all modes to assure the proposed neighborhoods are connected to existing and future schools and parks.

Consultant shall provide planning level cost estimates for any transportation mitigations and/or improvements identified in the transportation analysis noted above as well as new collector and arterial street improvements.

Pedestrian and Bicycle Evaluation. DKS will also evaluate pedestrian and bicycle connectivity and will make recommended locations for enhanced pedestrian crossings, and multiuse path and bicycle/pedestrian connectivity, coordinated with the recommendations in Task 2.5.

Deliverables:

- a. Transportation Technical Memorandum summarizing the transportation findings for all modes of travel (V1, V2 and final)
- b. Street, intersection, and pathway infrastructure project list with associated planning level cost estimates

Task 3.1.3 – Park Cost Estimates

The City will prepare cost estimates for proposed public park and open space.

Task 3.1.4 - Infrastructure Funding Strategy and Explore SDC Options

LCG will lead the team's preparation of an Infrastructure Funding Strategy, which will incorporate the high-level cost estimates described above for infrastructure projects including transportation, utilities, and parks. Consistent with the Frog Pond West strategy, these costs will be categorized into different

Exhibit A

scales (e.g., major off sites, district/framework, and local projects), subdivided into the cost of the minimum infrastructure required vs. oversizing cost, and identified if already on an existing capital facilities or improvement plan.

Consistent with the Frog Pond West funding strategy, this scope assumes that the primary new funding source generated by Frog Pond East and South will be a supplemental fee that is calculated on a per-door and per commercial square foot, basis. This supplemental fee will likely be combined with City CIP funds and potentially other funding sources. The funding strategy will identify the cost and sources of funding for each major infrastructure element, and a fee revenue schedule that shows a projection of fees to be collected over an approximately 20-year period.

Concurrently with the funding analysis and strategy development, LCG will review both the City's current SDC policies as well as alternative methods that could be utilized in the study area that are variable and based on different sizes and types of dwelling units, an approach that can more fairly reflect the more modest infrastructure system impacts of smaller units, and therefore make smaller units more affordable. LCG will focus on up to three SDC policies adopted by other Oregon cities that meet statutory requirements, could be applicable to Wilsonville, and may advance the City's policy goals. The team will compare the pros and cons of the City's current approach versus the other SDC policies.

LCG and APG will prepare recommended draft SDC code and policy language for the City. This code and policy language may implement the variable SDCs linked to different sized dwelling units that provide reduced fees for development that creates lower system impacts. We recommend participation by the City Attorney's office for this task, and that they have the lead role for drafting the final, adoption-ready SDC regulations.

LCG and APG will participate in City-led meetings with property owners and developers (including market-rate and affordable housing developers) regarding the Infrastructure Funding Strategy and SDC options.

Deliverables:

- a. Infrastructure Funding Strategy
- b. Meetings with property owners/developers (up to 4 one-on-one or group interviews)
- c. SDC Options Evaluation Memorandum and SDC code and policy language The SDC options evaluation and code language will be delivered together with the Infrastructure Funding Strategy.

Task 3.3: Adoption

Master plan document and illustration. APG will prepare a master plan document incorporating the project outcomes from the project. The document will include the main master plan document and appendices. The document will go through two reviews with staff, and work sessions with the Planning Commission, and City Council (minimum 3 each) prior to moving forward to the hearing process for adoption. The document will follow a format and level of detail similar to the Frog Pond West Master Plan adopted by the City in 2017. The report will include a water-color illustration similar to Frog Pond West.

Exhibit A

Hearings-ready Comprehensive Plan and Development Code updates. The project team will facilitate public feedback on the entire package of proposals prior to public hearings as defined in the outreach plan in Task 1.2.

Outreach summary memorandum and report. The project team will produce a memorandum and related reports summarizing outreach efforts for the project. The memorandum will include brief reflection on lessons learned and recommendations for ongoing community engagement on a variety of projects.

Regulatory findings. APG and the City will write regulatory findings supporting the adoption of the master plan and other related documents. APG will write findings for the statewide planning goals, the transportation planning rule and middle housing rules, Metro Urban Growth Management Functional Plan, and the conditions of Metro's 2018 UGB expansion. If an economic, social, environmental, and energy (ESEE) analysis is required for Goal 5, the City and APG will scope the extent of it and agree on the level of detail that matches budget resources prior to APG commencing the findings. The City will write findings of compliance with amendment criteria for the Wilsonville Development Code and Comprehensive Plan.

Deliverables:

- a. Master Plan (V1, V2, final per Planning Commission guidance), and watercolor illustration.
- b. Hearings-ready Comprehensive Plan and Development Code updates (V1, V2, final per Planning Commission guidance)
- c. Outreach summary memorandum and report (V1, V2, final per Planning Commission guidance)
- d. Regulatory findings (V1, V2, final per Planning Commission guidance)

Task 3.4 Phase 3 Meetings and Outreach

Roles and services will be the same as described in Task 1.3.

Deliverables:

- a. Team work sessions (up to 6)
- b. Planning Commission meetings (3)
- c. City Council meetings (3)
- d. Outreach meetings, additional to Task 3.1.4 (up to 5, one community event and online survey)

Frog Pond East and South Consultant Hourly Rate Sheet

J. Dills, APG	\$ 234
A. Parish, APG	\$ 116
S. Kini, WM	\$ 100
B. Vanneman, LCG	\$ 200
B. Hewitt, ECO	\$ 150
M. Carr, MS	\$ 250
S. Mansur, DKS	\$ 185
M. Valenzuela, Centro	\$ 60



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: April 5, 2021	Subject: Ordinance Nos. 847 and 848 Comprehensive Plan Amendment and Zone Map Amendment for Canyon Creek Subdivision - recommendation to continue hearings Staff Member: Philip Bradford, Associate Planner Department: Community Development, Planning Division	
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 type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: At the March 8, 2021 Development Review Board hearing, the DRB continued the hearing to a date and time certain of April 12, 2021, to allow additional time for staff to complete the staff report and recommendations.	
Staff Recommendation: Staff recommends that Council continue the hearings to a date certain of April 19, 2021.		
Recommended Language for Motion: I move to continue Ordinance No. 847 and Ordinance No. 848 to a date certain of April 19, 2021.		
Project / Issue Relates To: Comprehensive Plan Amendment and Zone Map Amendment.		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

The need to continue the public hearings for Ordinance Nos. 847 and 848, which propose to modify the Comprehensive Plan Map designation from Residential 0-1 dwelling units per acre to Residential 4-5 dwelling units per acre and rezone from Residential Agriculture – Holding (RA-H) to Planned Development Residential -3 (PDR-3) on approximately 2.25 acres of land located at 28700 SW Canyon Creek Road South, which would enable an 8-lot residential subdivision development project.

EXECUTIVE SUMMARY:

Based on a number of contributing circumstances, the staff report for this application was not ready for the planned March 8 Development Review Board (DRB) hearing, and thus, DRB Panel A continued the hearing to April 12, 2021. Staff recommends City Council continue the Council hearing to a date certain of April 19, 2021, in order to receive a recommendation from DRB prior to the Council’s public hearing and consideration of these Ordinances.

EXPECTED RESULTS:

Continuation of public hearings for Ordinance Nos. 847 and 848 to a date certain of April 19, 2021.

TIMELINE:

The statutory 120-day land use decision timeframe ends May 6, 2021. Unless the timeframe is waived by the application, the Council must render a decision by this date. Holding a public hearing and first reading on April 19, 2021 and a second reading on May 3, 2021 enables the statutory timeframe to be met.

CURRENT YEAR BUDGET IMPACTS:

None.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 3/16/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/25/2021

COMMUNITY INVOLVEMENT PROCESS:

The required public hearing notices have been sent and public hearings are being held. Several nearby residents attended the DRB Panel A meeting in March and submitted written comments. An additional notice is being sent for the continued hearings. City staff has made materials regarding the application readily available to the public.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The continued hearing allows for a more thorough review of the application and additional opportunity for the community to be involved in this decision to help DRB and Council make the best decision on the application.

ALTERNATIVES:

The alternatives are limited. The Council cannot make a decision prior to receiving the DRB’s recommendation and having all the relevant facts to consider, and the Council must make a decision on the application by May 6 unless the applicant extends the 120-day statutory land use timeframe. If the Council feels a later date is prudent, they can direct staff to work with the applicant to extend the timeframe.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

None.