



City Council Meeting August 16, 2021

**Executive Session - 5:00 p.m.
Work Session – 5:25 p.m.
Council Meeting - 7:00 p.m.
(Held in Council Chambers)**

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

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:

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

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

City of Wilsonville

City Council Meeting

August 16, 2021



AGENDA

**WILSONVILLE CITY COUNCIL MEETING
AUGUST 16, 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, and 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
ORS 192.660(2)(d) Labor Negotiator Consultations
- 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. I-5 Pedestrian Bridge and Gateway Plaza Project Update (Weigel/Rybold) [20 min.]
 - B. Middle Housing in Wilsonville Project (Pauly) [40 min.]
 - C. City Hall Water Leak Repairs (Montalvo) [10 min.]
 - D. Twist Bioscience WIN Zone Adoption (Neamtzu) [10 min.]
 - E. NW Natural Gas Installation of High Pressure Fueling Equipment (Simonton) [5 min.]
- 7:00 P.M. ADJOURN**
-

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, August 16, 2021 2021 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on August 3, 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.

7:05 P.M. MAYOR'S BUSINESS

- A. Kitakata Sister City Advisory Board Appointments
- B. Upcoming Meetings

7:15 P.M. COMMUNICATIONS

- A. 2021 State Legislative Session Report (Ottend/Leo)

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

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

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

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

7:55 P.M. CONSENT AGENDA

A. **Resolution No. 2917**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Manager/General Contractor (CM/GC) Contract With Kiewit Infrastructure West Co. To Provide Preconstruction Services For The Willamette River Water Treatment Plant Expansion Project (Capital Improvement Project #1144). (Nacrelli)

B. **Resolution No. 2918**

A Resolution Authorizing SMART (South Metro Area Regional Transit) To Enter Into An Agreement With NW Natural Gas, To Provide High Pressure Gas Service At 28879 SW Boberg Road. (Simonton)

C. **Resolution No. 2923**

A Resolution Of The City Of Wilsonville Authorizing The Sole Source Selection Of Friends Of Trees For FY 2021-22.

- D. Minutes of the August 2, 2021 City Council meeting. (Veliz)

8:00 P.M. NEW BUSINESS

- A. None.

8:00 P.M. CONTINUING BUSINESS

- A. None.

8:00 P.M. PUBLIC HEARING

A. Ordinance No. 849 – *1st Reading* (Legislative)

An Ordinance Of The City Of Wilsonville Making Certain Determinations And Findings Relating To And Approving A Single-Property Urban Renewal Plan For Economic Development Purposes Known As The Twist Bioscience Wilsonville Investment Now (WIN) Zone. (Neamtzu)

8:15 P.M. CITY MANAGER'S BUSINESS

8:20 P.M. LEGAL BUSINESS

8:30 P.M. ADJOURN

INFORMATION ITEMS – No Council Action Necessary.

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: August 16, 2021		Subject: I-5 Pedestrian Bridge and Gateway Plaza Project Update	
		Staff Member: Zach Weigel, PE, Capital Projects Engineering Manager; Kimberly Rybold, AICP, Senior 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: Review and provide feedback on the 60% design package for the I-5 Pedestrian Bridge and Gateway Plaza project in Wilsonville Town Center.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Goal 1: Increase mobility for all in Wilsonville	<input checked="" type="checkbox"/> Adopted Master Plan(s): Bicycle & Pedestrian Connectivity Plan, Transportation System Plan, Town Center Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

The project team will provide an update on the progress of the bridge and plaza design and share selected design elements, including lighting, seating, walls, and landscape materials.

EXECUTIVE SUMMARY:

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

In October 2020, City Council selected the Tied Arch as the preferred bridge alternative based on input provided through public outreach and Planning Commission recommendations. With this direction, City Council also supported a plaza design combining elements of the Drops and Ripples and River Oxbow concepts. Based on this, the project team began more detailed design work to advance these concepts. City Council reviewed the 30% design package in March 2021 and provided feedback on the bridge color, lighting options, and protective screening, along with the refined plaza design and proposed elements.

To gather ideas for the retaining wall design on the western bridge approach ramp, the project team posted a brief design survey on *Let's Talk, Wilsonville!* during May and June. Over 170 people took this survey, expressing preferences for stamped concrete illustrating wildlife, grass, or basalt columns, along with art highlighting natural elements. While no specific retaining wall designs will be selected as part of the current bridge design process, staff will use this input to inform design decisions for this wall at the time of bridge construction.

At this work session, the project team will provide an update on the bridge and plaza 60% design. This package provides specific recommendations for the bridge and plaza elements to respond to feedback and preferences received during 30% design review. To continue refining bridge and plaza design, the project team seeks feedback on the following questions:

- For the bridge design, do the included design elements represent the project themes, feedback, and direction provided to the design team to date?
- For the plaza design, do the included design elements reflect the feedback and direction thus far? Are there any refinements to these elements that are needed?

The project team will provide a progress update to the Planning Commission on August 11 and gather input on the same questions. Planning Commission input will be shared with City Council at this work session. Following both work sessions, the project team will use this input to make additional refinements to the bridge and plaza designs.

EXPECTED RESULTS:

City Council will confirm design direction for the bridge and plaza.

TIMELINE:

Project work will continue in fall 2021 to refine bridge design, plaza materials, and amenities with completion of 90% design anticipated in December 2021.

CURRENT YEAR BUDGET IMPACTS:

The budget for FY2021-22 includes \$5,000,000 in Transportation SDCs for CIP project #4202. The remaining project design work over the next year is estimated at \$1.0 million. The remaining budget is intended to begin to accrue funds to pay for project construction in future years.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 8/6/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 8/6/2021

COMMUNITY INVOLVEMENT PROCESS:

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

There have been several opportunities to participate in the design of the Bridge Project and Gateway Plaza as scoped within the Public Engagement Plan for the project. In addition to the public kickoff event, outreach opportunities included an online open house, online surveys, stakeholder interviews, and pop-up information displays. The engagement plan is designed to reach as broad an audience as possible and to gather the variety of perspectives in the community. It also includes targeted outreach to specific stakeholders more impacted by activity in the Town Center.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

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

ALTERNATIVES:

City Council can provide recommendations to refine bridge and plaza design elements as the project moves into the 90% design phase.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Presentation Slides

WILSONVILLE TOWN CENTER I-5 PEDESTRIAN AND BICYCLE BRIDGE: BARBER STREET TO WILSONVILLE TOWN CENTER



Planning Commission/City Council
August 2021



WILSONVILLE TOWN CENTER
I-5 PEDESTRIAN BRIDGE



TIED ARCH



Bridge Aesthetic Enhancement Options

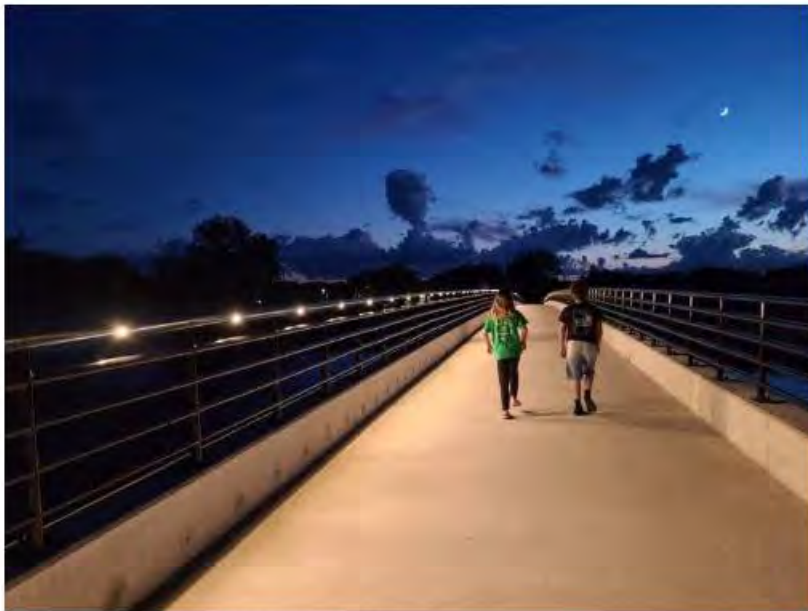




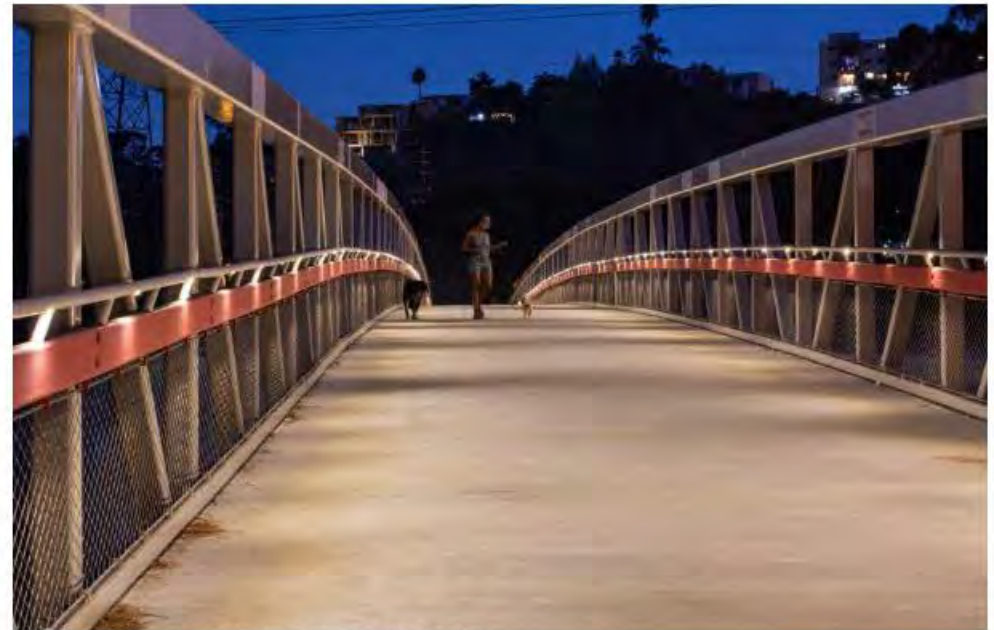
PATHWAY LIGHTING
-Transition
-Bridge



KLIK XL28 PODS



ELGIN TRAIL BRIDGE, ELGIN, IOWA
SOURCE: KLIK USA

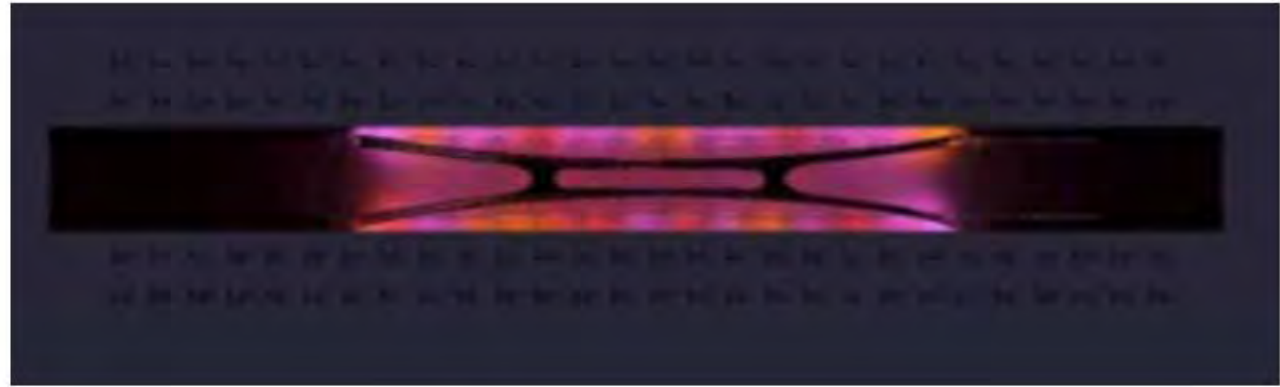


RED CAR PEDESTRIAN BRIDGE, GLENDALE, CA
SOURCE: KLIK USA

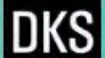


PROJECTION LIGHTING

LUMASCAPE LINEALUX

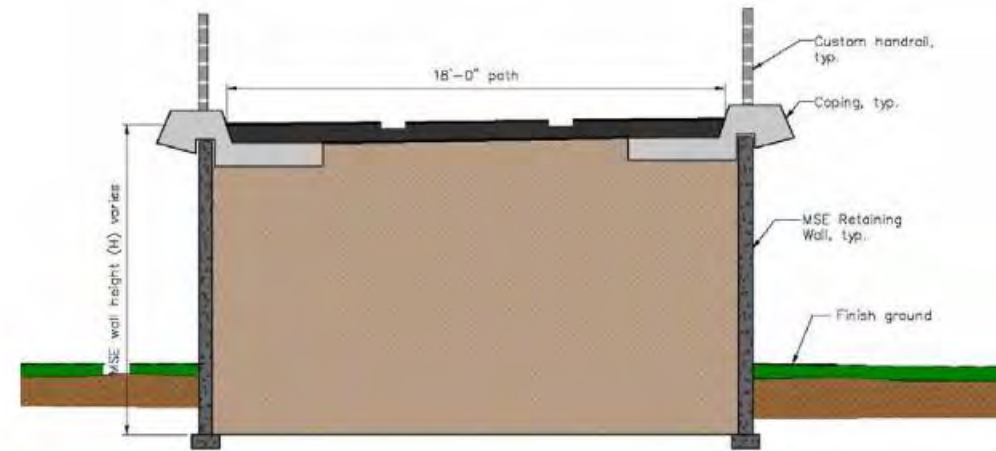
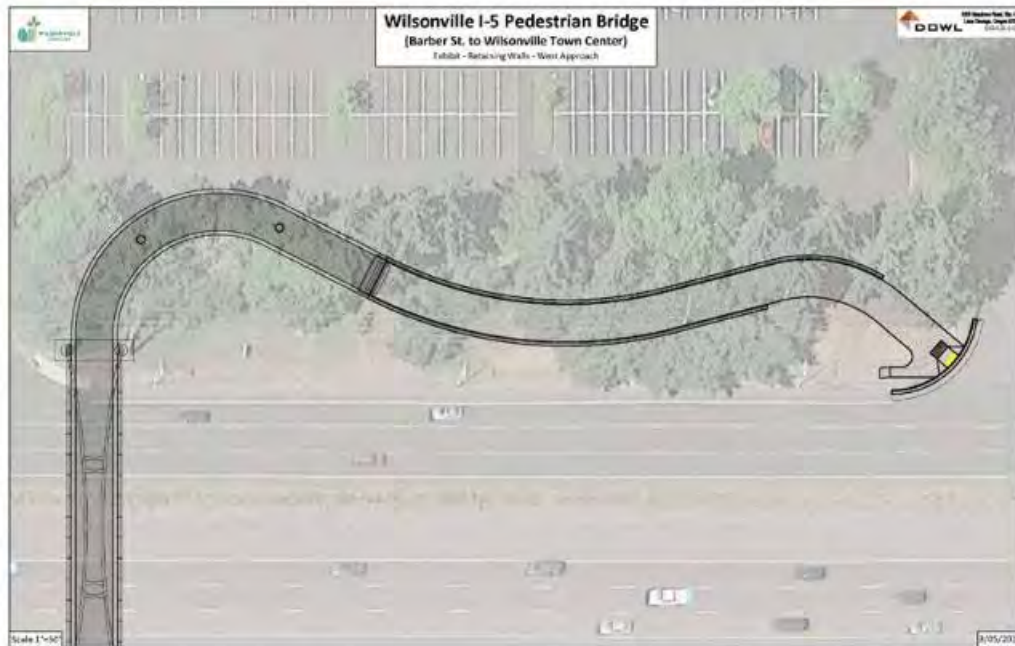


SOURCE: THE LIGHTING GROUP AGI RENDERING



I-5 PED BRIDGE LIGHTING RECOMMENDATIONS • MAY 19, 2021

Bridge Wing and Abutment Wall Treatment (west approach and main plaza)

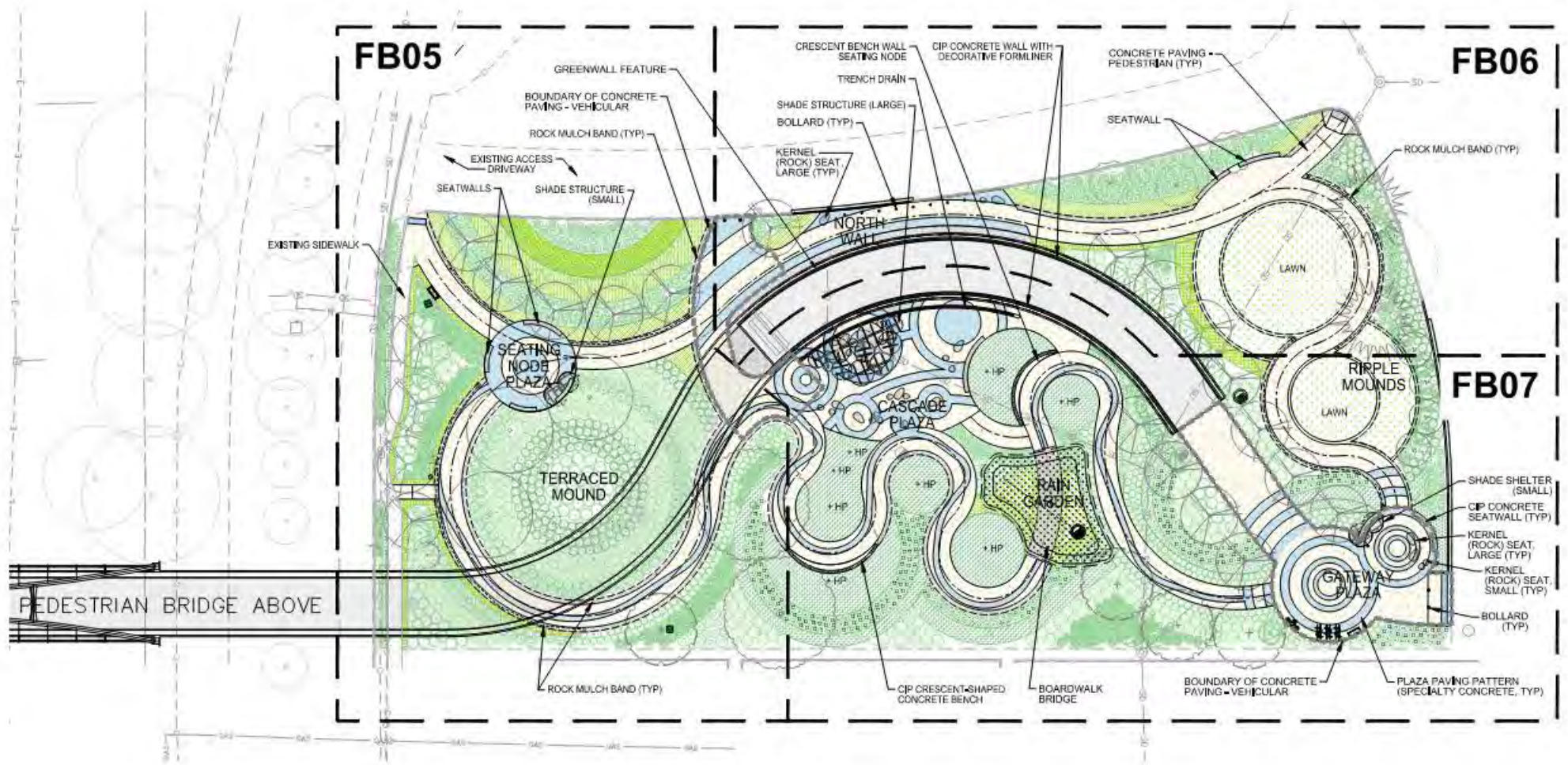


Bridge Wing and Abutment Wall Treatment (west approach and main plaza)

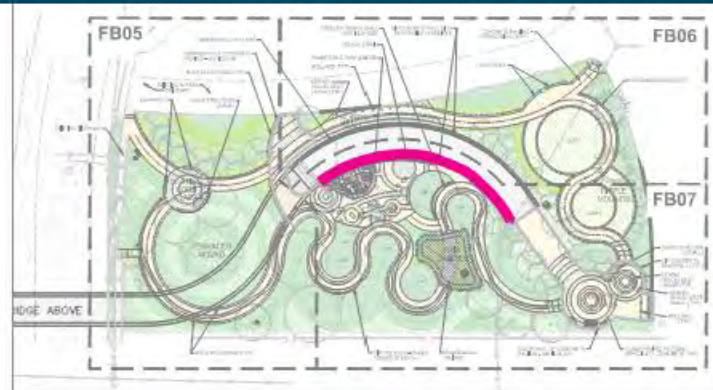


Ramp + Plaza Design

60% Design Development Plan



30% Design Features - CASCADE PLAZA ROCK WALL option 1: involves sourcing basalt



- Involves sourcing basalt

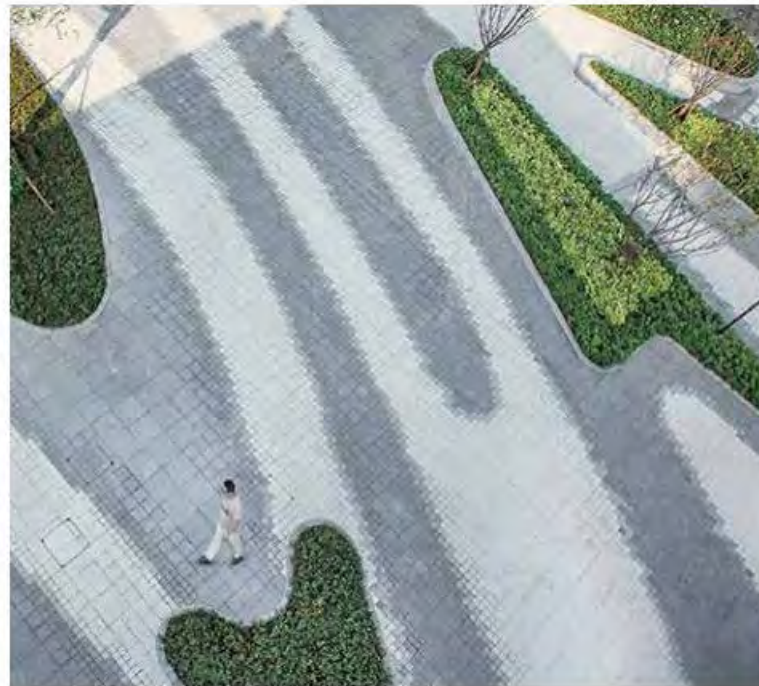
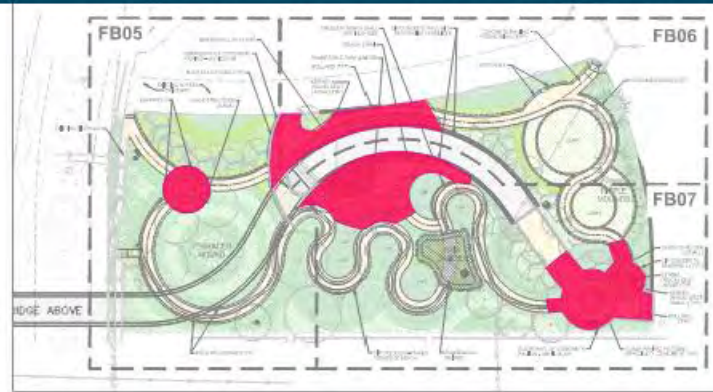


60% Design Features - CASCADE PLAZA ROCK WALL option 2

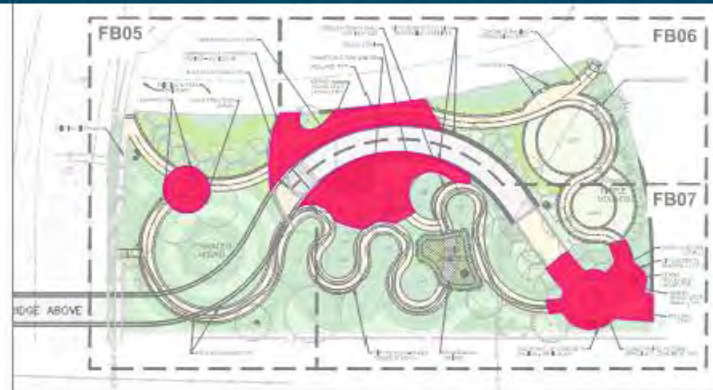


- Formliner material to be concrete
- Concrete is more cost effective than basalt
- Concrete color to be grey

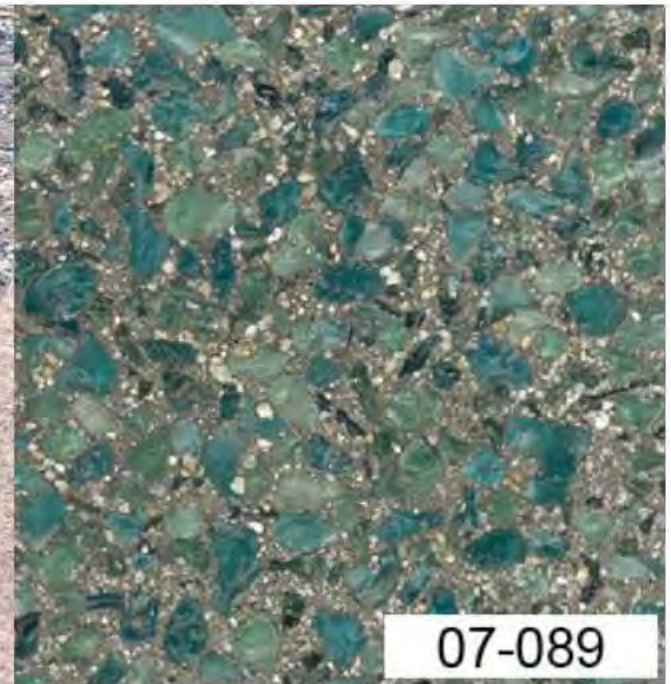
30% Design Features - SPECIALTY PAVING



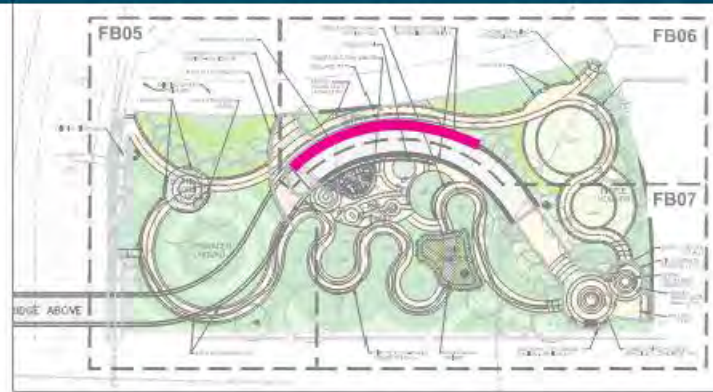
60% Design Features - SPECIALTY PAVING



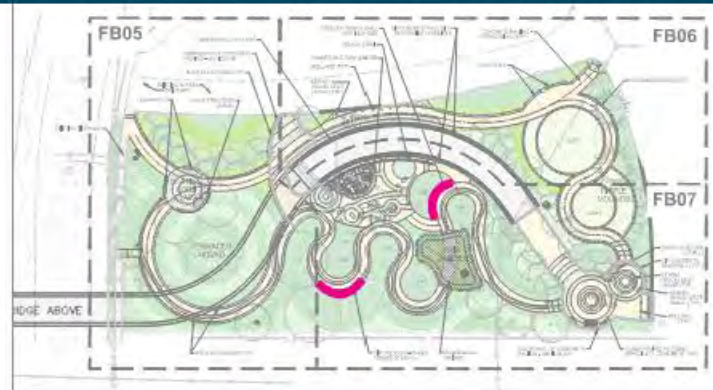
- Maintenance staff expressed concerns with pavers. Concrete with mixed colored glass is suggested alternative



60% Design Features - GREEN/FERN WALL



60% Design Features - CRESENT SHAPED CONCRETE BENCH



60% Design Features - KERNEL SEATING



Natural

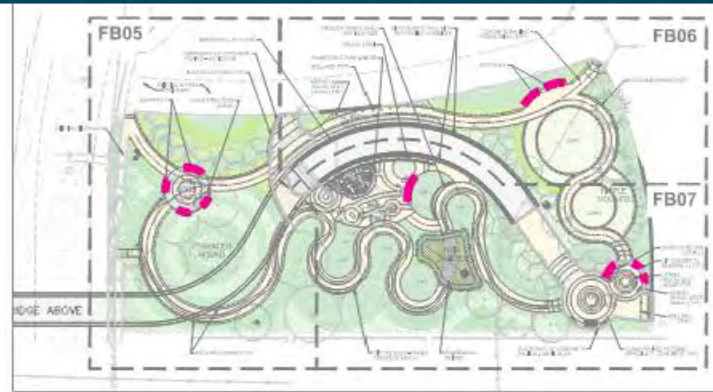


Latte



French Gray

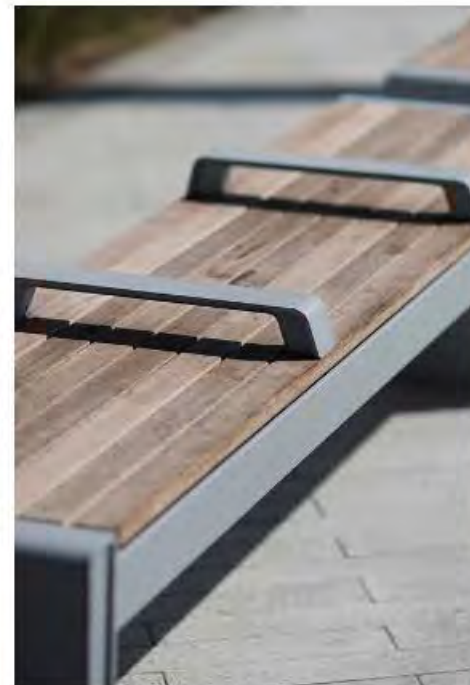
60% Design Features - SEATWALLS AND SIDE TABLES



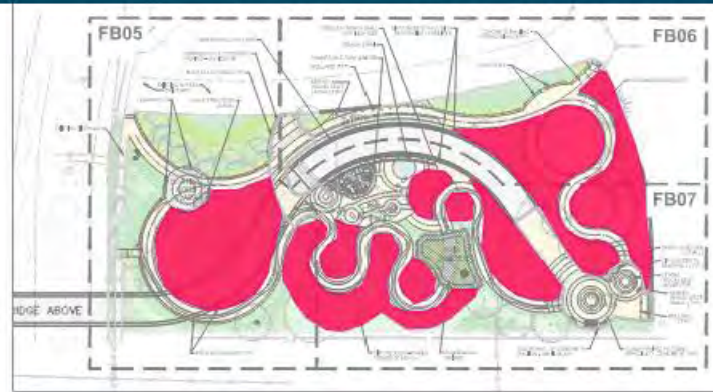
RAL 5021
Wasserblau
Water blue



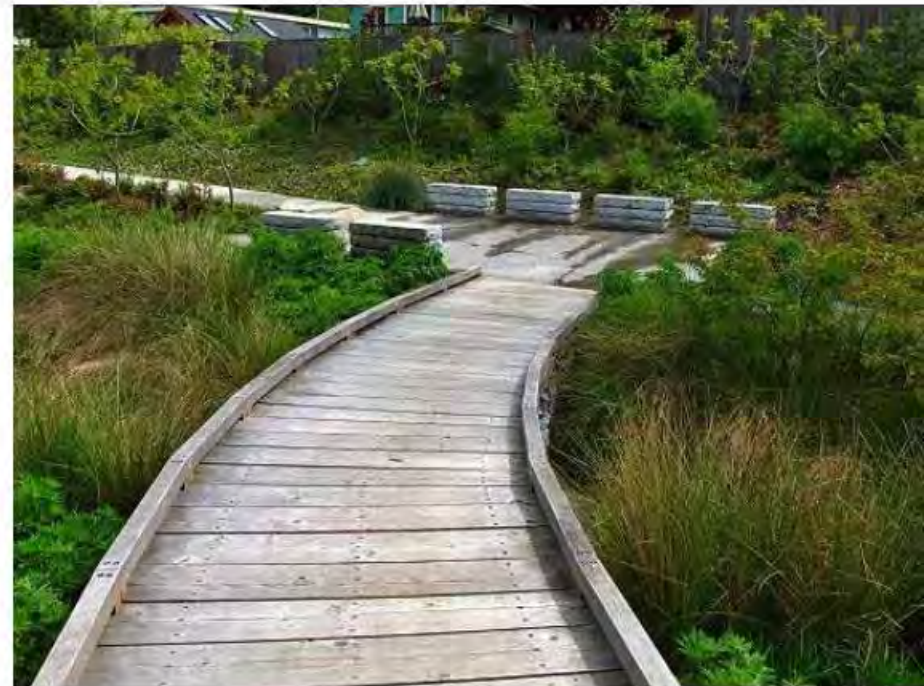
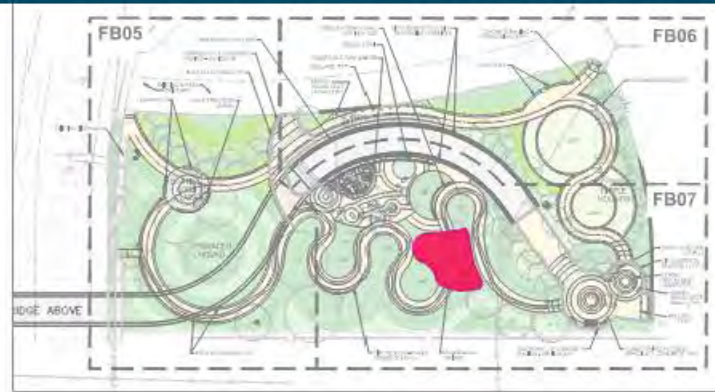
SILVER TEXTURE



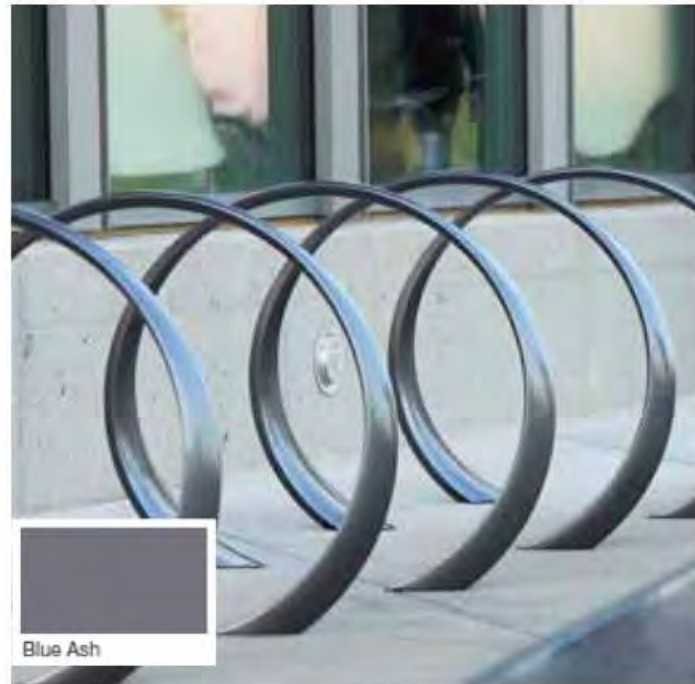
60% Design Features - RIPPLE DETAILS



60% Design Features - RAINGARDEN



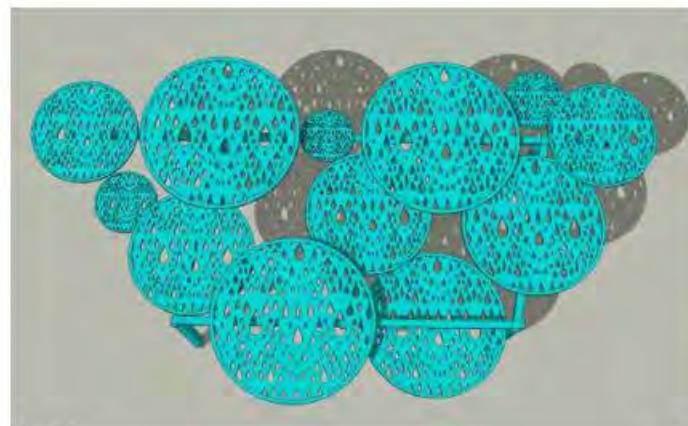
60% Design Features - ADDITIONAL SITE FURNISHINGS



60% Design Features - SHADE STRUCTURE



City of Wilsonville
custom color



Plan View



Perspective View

60% Preliminary Cost Estimate

A) BICYCLE-PEDESTRIAN BRIDGE AND RAMP:
\$14.2M-\$18.8M

B) PLAZA COST: \$2.7M-\$3.7M*

*COST ASSUMES CONCRETE FORMLINER, UPCHARGE WILL BE ADDED FOR SOURCED BASALT COLUMNS

TOTAL: \$16.9M-\$22.5M

COST CONSIDERATIONS

- Range of options for each key element that vary in cost.
- Revised the west approach alignment so that the wall would start south of Peyton.
- Using retaining walls to the extent practical to reduce the bridge cost.
- Approached ODOT to use cable barrier in the median rather than concrete barrier eliminating widening work on mainline I-5.

WILSONVILLE TOWN CENTER I-5 PEDESTRIAN AND BICYCLE BRIDGE: BARBER STREET TO WILSONVILLE TOWN CENTER



Planning Commission/City Council
AUGUST 2021



WILSONVILLE TOWN CENTER
I-5 PEDESTRIAN BRIDGE





CITY COUNCIL MEETING STAFF REPORT

Meeting Date: August 16, 2021		Subject: Middle Housing in Wilsonville Project	
		Staff Member: Daniel Pauly, Planning Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Provide additional project guidance.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand home ownership	<input checked="" type="checkbox"/> Adopted Master Plan(s): Equitable Housing Strategic Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Review materials for the Middle Housing in Wilsonville project relating to driveway design and parking. In addition, review updates to building design standards based on feedback from last work session. Provide direction to the project team to refine the draft of proposed amendments.

EXECUTIVE SUMMARY:

The City is undertaking a project to update rules related to the allowance of middle housing. Middle housing includes housing types where a few homes are on one lot (duplex, triplex) and where homes are on separate lots that share a common wall (townhouses). The project is driven by updates to State law as well as local equitable housing policy. This will be the Council's fifth work session on the topic. Planning Commission has had eight work sessions. Since the last work session with the Council, the project team has focused on continuing to develop design standards applicable to middle housing which are now reflected in the draft Development Code.

As a reminder, to assist in the review of the updates and help focus attention on the updates in need of the most attention, the project team categorized the updates. The draft amendments under review are color-coded by category as depicted below.

Category 1: Direct requirement for state compliance, no significant local flexibility.

Category 2: Indirect requirement for state compliance, no significant local flexibility. These updates make middle housing development feasible or acknowledge allowance of middle housing.

Category 3: Requirement of state compliance with local flexibility.

Category 4: Not necessary for compliance or feasibility and not directly related to middle housing. Includes technical code fixes and updates to the broader residential parking policy not required by the state. These updates are included out of convenience since much of the residential code is already being amended.

This August work session will focus primarily on Category 3 and 4 updates related to driveway design standards (Attachment 1) and parking standards (Attachment 2).

Driveway Design Standards: House Bill 2001 allows cities some flexibility in how they regulate driveways for middle housing. As discussed during the July work session, the City is pursuing adoption of many of the standards for different middle housing types as laid out in the State's Model Code. This includes driveway standards. For driveway standards the Model Code presents two primary choices; Choice 1 is focused on driveway consolidation and Choice 2 is focused on driveway separation. In the April survey, photos of consolidated driveways were significantly less liked than individual, separated driveways (see relevant excerpts from survey results in Attachment 3). Comments further clarified the tendency to dislike the shared driveways both for functional and aesthetic reasons. Based on this feedback, Choice 2 of the State's Model Code (focused on driveway separation) is the direction the project team recommends the City take. The draft driveway standards in Section 4.113 of the City's Development Code (Attachment 1) reflect the general preference.

Parking Standards: One of the project objectives directed by City Council, stemming from a 2018-2020 City Council Goal, is to minimize parking congestion in residential neighborhoods. The City has significant limitations from House Bill 2001 under which it must seek to meet this objective. This includes: cities cannot require more than one parking space per single-family unit or middle housing unit. In addition, cities cannot require any parking for Accessory Dwelling Units. Understanding what cannot be done, the project team turned attention to what can be done to minimize parking congestion under this regulatory environment. The project team recommends two approaches to minimizing parking congestion. The first approach is to ensure the minimum

parking provided is usable and accessible. The second approach is to encourage additional parking in certain circumstances. This includes encouraging a second space for larger units and encouraging shared visitor parking in areas with limited on-street parking.

Updated Standards to Ensure Required Parking is Usable and Accessible (Attachment 2, page 1)

- Require that spaces in garages must be standard-sized (9 feet by 18 feet) and clear of any obstructions to count as a required parking space. Current code does not have any requirement for garage sizes or what else may be placed or programmed in the garages.
- Clarify all parking requirements for single-family houses and middle housing must be met on-site rather than allowing on-street parking to count as minimum parking.
- Require identification of trash and recycling container storage on-site to ensure it does not interfere with parking.
- Require deed restrictions limiting non-parking garage uses if garage is used to meet minimum parking requirement.
- Clarify that sidewalks and pedestrian easements do not count as part of parking spaces.

Encouraging Second Parking Space for Larger Dwelling Units (Attachment 2, page 3)

Concern remains in the community about parking congestion resulting from only one space per dwelling unit. While the State limits the City to requiring no more than one parking space per dwelling unit, the City can still encourage, or state a preference for, additional parking. City Code is sometimes assumed as City preferences. Without language encouraging additional parking, a home designer reviewing the Code would typically read it to say that the City prefers one parking space, or not give a second thought besides meeting minimum code standards. Proposed language encouraging a second parking space for units over 1,000 square feet should prompt home designers and their developer clients to consider it to address community concern.

Incentives for Shared Visitor Parking in Areas with Limited On-street Parking (Attachment 2, pages 1-2)

With parking requirements met on-site, any available on-street parking can be overflow or visitor parking. However, the question remains of what to do when there is limited on-street parking. Mandating wider streets for parking is not recommended as it is an inefficient use of finite land, creates unnecessary additional impervious surface, and leads to additional public repair and maintenance costs. The City cannot require the extra parking, so the project team explored an incentive approach to encourage developers to build extra visitor parking when these conditions are present. As part of the project, a community survey asked questions of participants regarding if they would be willing to trade off lot size or open space as an incentive for the developer to build extra parking. A slight majority supported the idea, but the results were mixed, so the project team's takeaway was to continue to pursue the concept at a limited scale (see Attachment 4 for survey excerpt).

The project team recommends the following, which has received support from Planning Commission:

- Reducing lot size or open space for shared visitor parking only when 10% or more of lots in a development do not have at least one adjacent on-street parking space.
- Shared visitor parking must be within 250 feet of a lot without on-street parking.

- Individual lot size may be reduced by up to 2.5%. This allows, even for a 3,000 square foot lot, enough land for about half a parking space or approximately one extra space for every 2 lots.
- Open space may be reduced by up to 1/10th from 25% to 22.5%. As an example, in a 5 acre development of about 50 lots this would allow development of up to 33 shared parking spaces with a 5,445 square-foot reduction of open space, leaving 49,005 square feet (1.125 acres) of open space.
- Shared visitor parking will be owned and maintained by homeowners associations or similar organization and managed to ensure it is used for visitor parking and not for longer-term vehicle storage, etc.
- Shared visitor parking developed under these provisions are encouraged to be pervious to reduce stormwater runoff and the need for more land to treat runoff.

Discussion Items:

In summary, the project team requests the Council’s discussion and feedback focus on the following items:

1. Comments and questions about the draft Development Code updates related to driveway design and parking requirements and incentives.
2. Provide direction to the project team as they finalize amendments for adoption.

EXPECTED RESULTS:

Gather additional feedback and direction from the Council to continue to guide the Middle Housing in Wilsonville Project.

TIMELINE:

The Planning Commission is scheduled for a public hearing in September. The City Council is scheduled for an additional work session in September to receive updates following the September 8 Planning Commission public hearing. The City Council public hearing is scheduled for October 4.

CURRENT YEAR BUDGET IMPACTS:

The main consultant contract is for \$125,000. \$95,000 is covered by a grant from the Oregon Department of Land Conservation and Development (DLCD). The remaining amount is covered by funds budgeted in the City’s FY 2020-2021 Budget. Specific outreach to the Latinx community and other historically marginalized communities is funded by an \$81,200 Metro grant. The budget from FY 2020-2021 will be rolled over into FY 2021-2022 for completion of the project over the next few months.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 8/6/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 8/6/2021

COMMUNITY INVOLVEMENT PROCESS:

Opportunities to engage have included community meetings, stakeholder meetings, focus groups, online surveys, and other online materials. Outreach included Latinx community focus groups supported by a Metro Community Engagement Grant. Comments have been solicited from the development community and other stakeholders. Staff recently held a second meeting with the Old Town neighborhood. A public forum was held on July 20 to update the public, answer questions, and gather input prior to moving forward with public hearings.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

A greater amount of middle housing in neighborhoods meeting standards with broad community support. A greater amount of middle housing will create more housing opportunities for a variety of incomes, needs, and preferences, particularly ownership opportunities.

ALTERNATIVES:

The Commission may recommend additional or modified approaches that help the City achieve compliance with House Bill 2001 and implement a key strategy from the Equitable Housing Strategic Plan. If the City does not adopt compliant standards by June 30, 2022, a state model code will come into effect for Wilsonville.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Draft Development Code language related to driveway design for middle housing
2. Draft Development Code updates related to parking
3. Driveway Related Excerpts from Online Survey
4. Parking Related Excerpts from Online Survey

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

(.14) Design Standards for Detached Single-family and Middle Housing.

D. Standards applicable to Triplexes and Quadplexes.

3. Garages and Off-Street Parking Areas. The combined width of all garages and outdoor on-site parking and maneuvering areas shall not exceed a total of 50 percent of any street frontage (other than an alley) (see Figure 6. Width of Garages and Parking Areas).

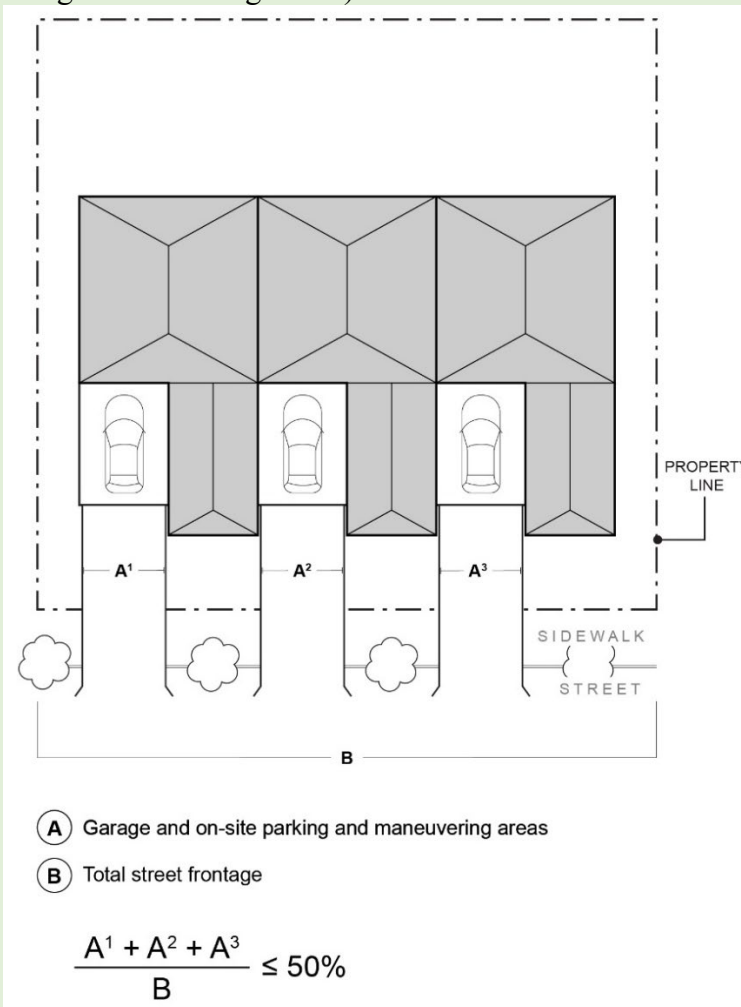


Figure 1. Width of Garages and Parking Areas

4. Driveway Approach. Driveway approaches must comply with all of the following:

- a. The total width of all driveway approaches must not exceed 32 feet per frontage, as measured at the property line (see Figure 7. Driveway Approach Width and Separation on Local Street). For lots or parcels with more than one frontage, see subsection c.

- b. Driveway approaches may be separated when located on a local street.
- c. In addition, lots or parcels with more than one frontage must comply with the following:
 - i. Lots or parcels must access the street with the lowest transportation functional classification for vehicle traffic. For lots or parcels abutting an alley that is improved with a paved surface, access must be taken from the alley (see Figure 8. Alley Access).
 - ii. Lots or parcels with frontages only on collectors and/or arterial streets must meet the access standards in the Wilsonville Public Works Standards.
 - iii. Lots or parcels with frontages only on local streets may have either:
 - Two driveway approaches not exceeding 32 feet in total width on one frontage; or
 - One maximum 16-foot-wide driveway approach per frontage (see Figure 9. Driveway Approach Options for Multiple Local Street Frontages).

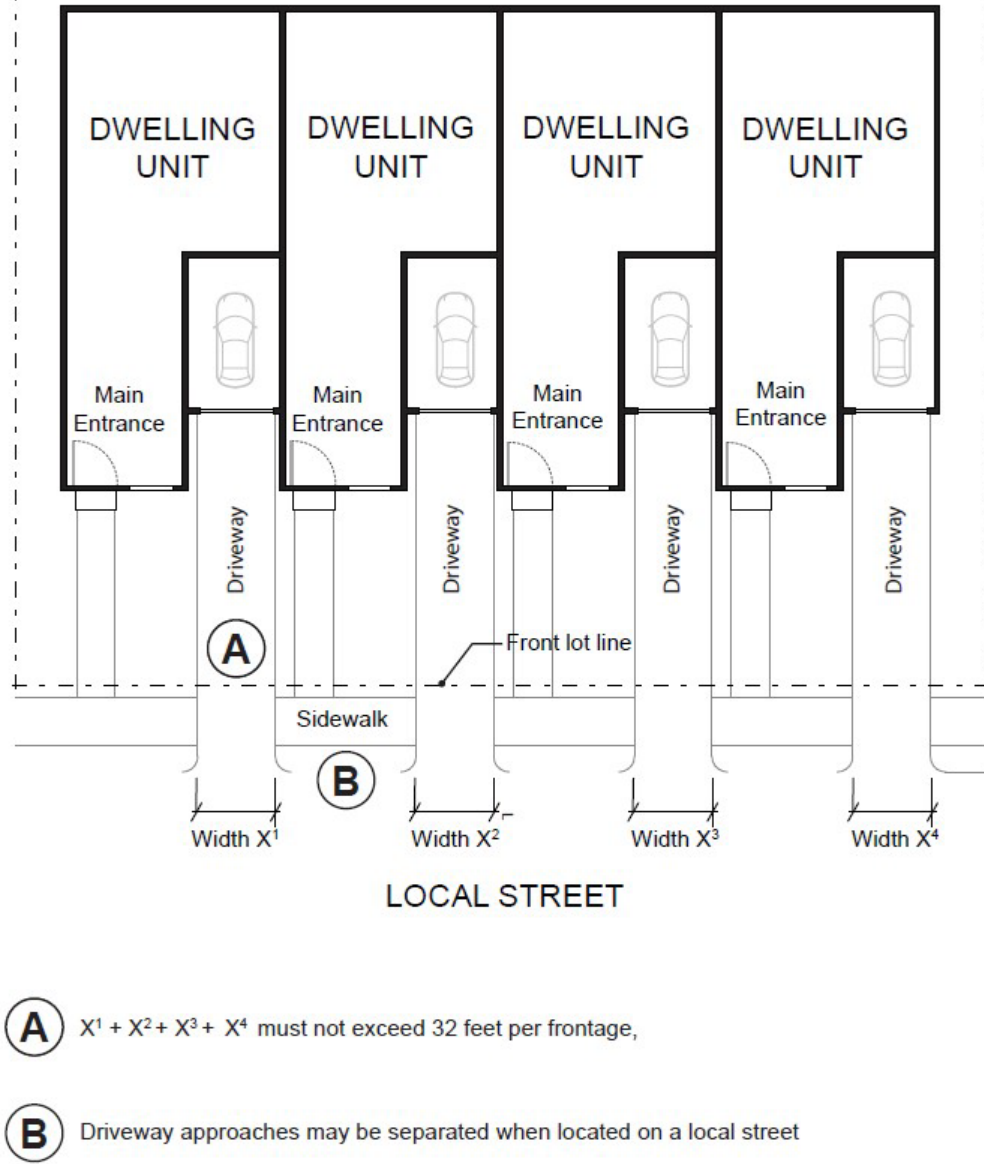


Figure 2. Driveway Approach Width and Separation on Local Street

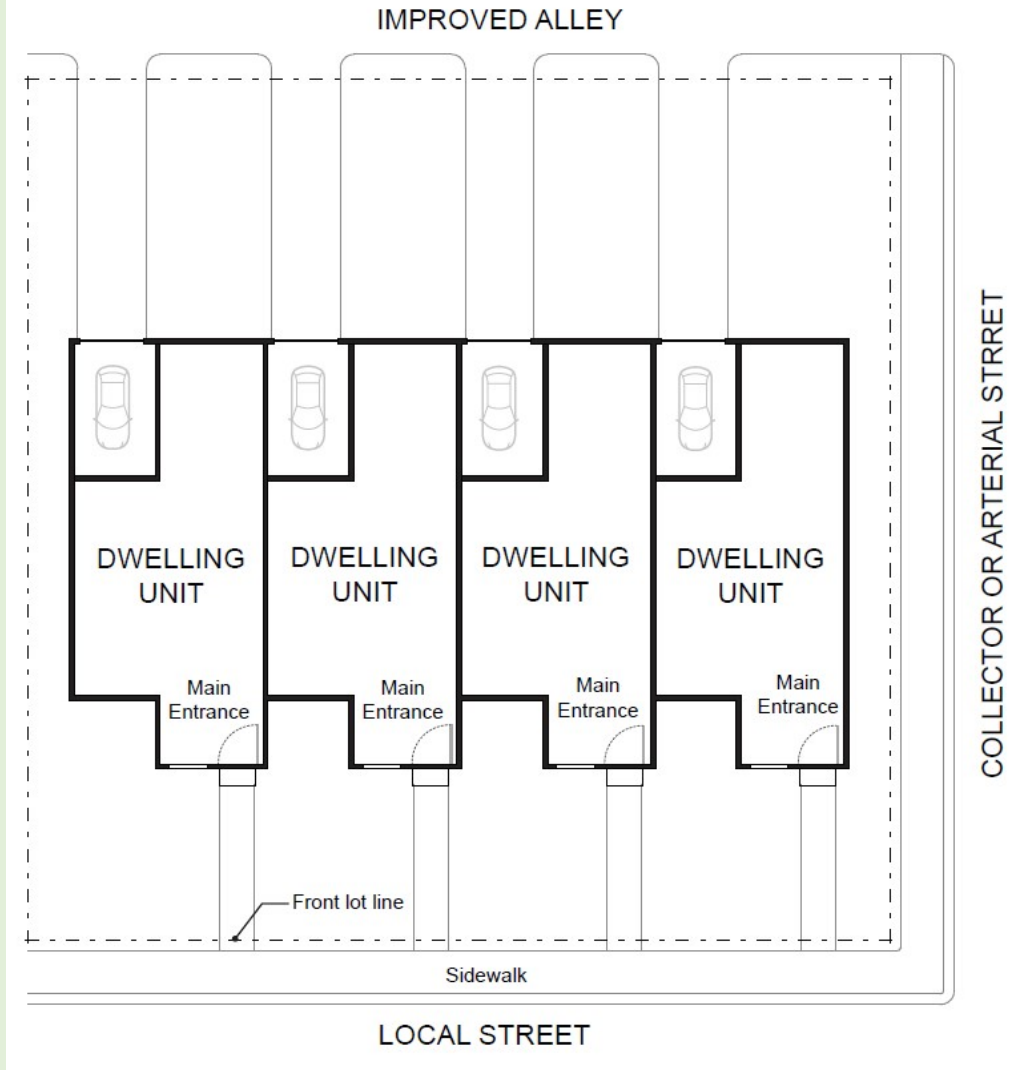
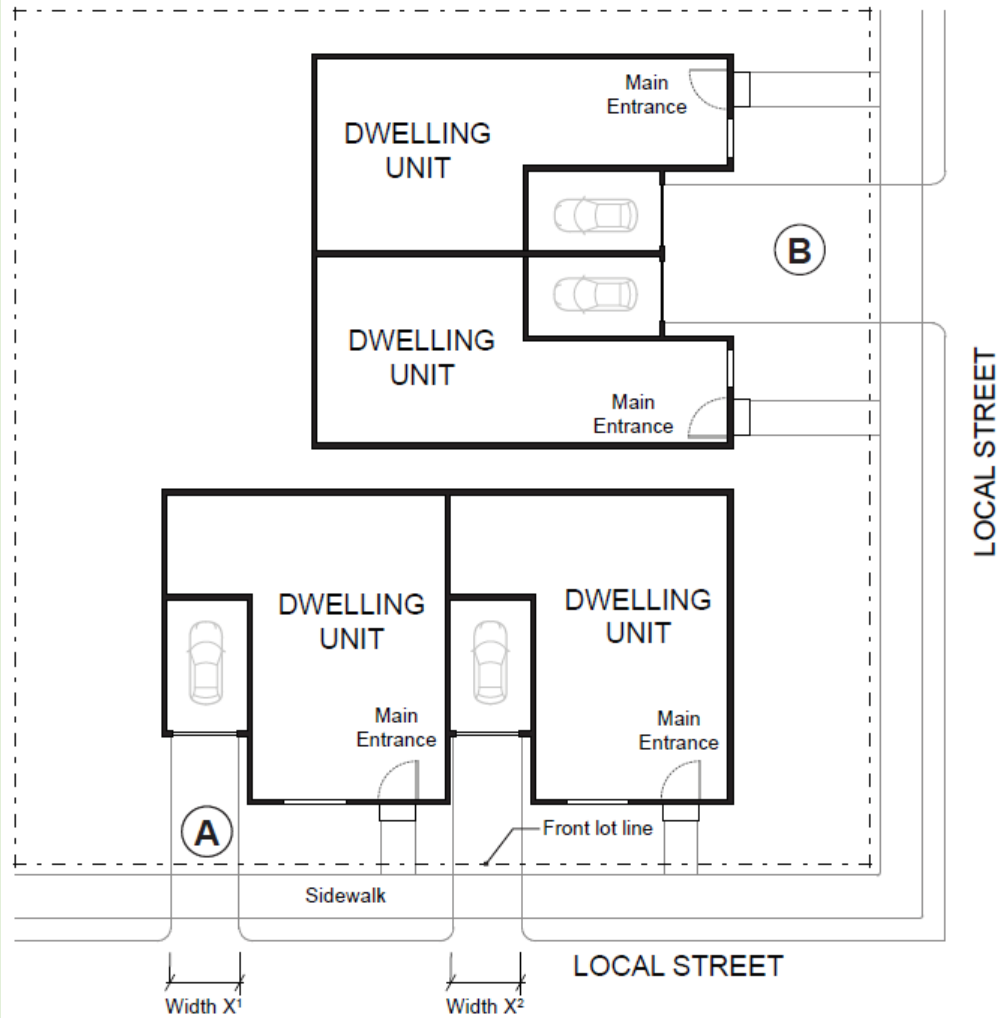


Figure 3. Alley Access



Options for site with more than one frontage on local streets:

- A** Two driveway approaches not exceeding 32 feet in total width on one frontage (as measured $X_1 + X_2$); or
- B** One maximum 16-foot-wide driveway approach per frontage.

(Note: Both options are depicted here for illustrative purposes only. The standards do not allow both Options A and B on the same site.)

Figure 4. Driveway Approach Options for Multiple Local Street Frontages

E. Standards applicable to Townhouses.

5. Driveway Access and Parking. Townhouses with frontage on a street or private drive shall meet the following standards:

- a. Alley Access. Townhouse project sites abutting an alley that is improved with pavement shall take access to the rear of townhouse units from the alley rather than the public street.
- b. Front Access. Garages on the front façade of a townhouse, off-street parking areas in the front yard, and driveways in front of a townhouse are allowed if they meet the following standards (see Figure 11. Townhouses with Parking in Front Yard).
 - i. Each townhouse lot has a street frontage of at least 20 feet on a local street.
 - ii. A maximum of one (1) driveway approach is allowed for every townhouse. Driveway approaches and/or driveways may be shared.
 - iii. Outdoor on-site parking and maneuvering areas do not exceed 12 feet wide on any lot.
 - iv. The garage width does not exceed 12 feet, as measured from the inside of the garage door frame.

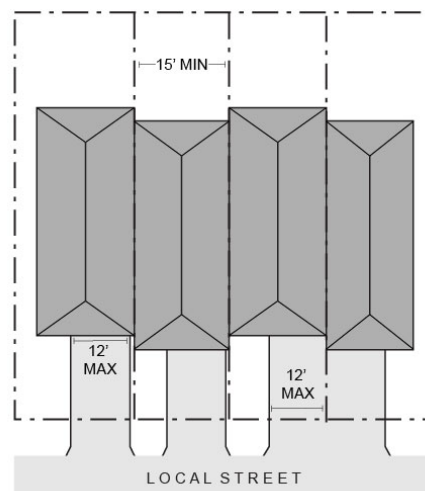


Figure 5. Townhouses with Parking in Front Yard

- c. Shared Access. The following standards apply to driveways and parking areas for townhouse projects that do not meet all of the standards in subsections a. or b.
 - i. Off-street parking areas shall be accessed on the back façade or located in the rear yard. No off-street parking shall be allowed in the front yard or side yard of a townhouse.

- ii. A townhouse project that includes a corner lot shall take access from a single driveway approach on the side of the corner lot. See Figure 12. Townhouses on Corner Lot with Shared Access.

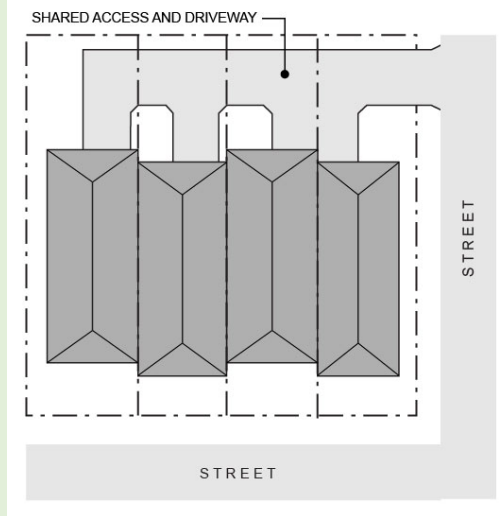


Figure 6. Townhouses on Corner Lot with Shared Access

- iii. Townhouse projects that do not include a corner lot shall consolidate access for all lots into a single driveway. The driveway and approach are not allowed in the area directly between the front façade and front lot line of any of the townhouses. See Figure 13. Townhouses with Consolidated Access.

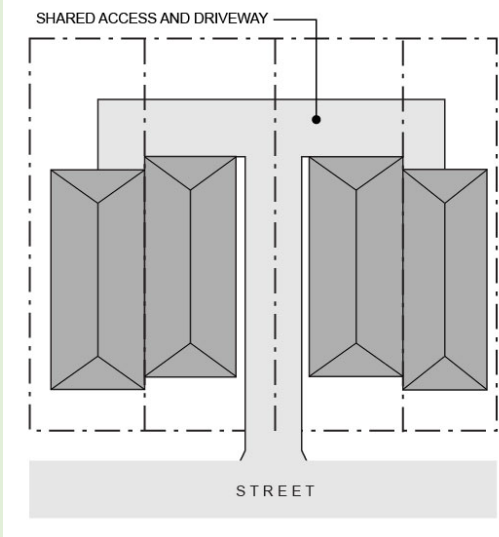
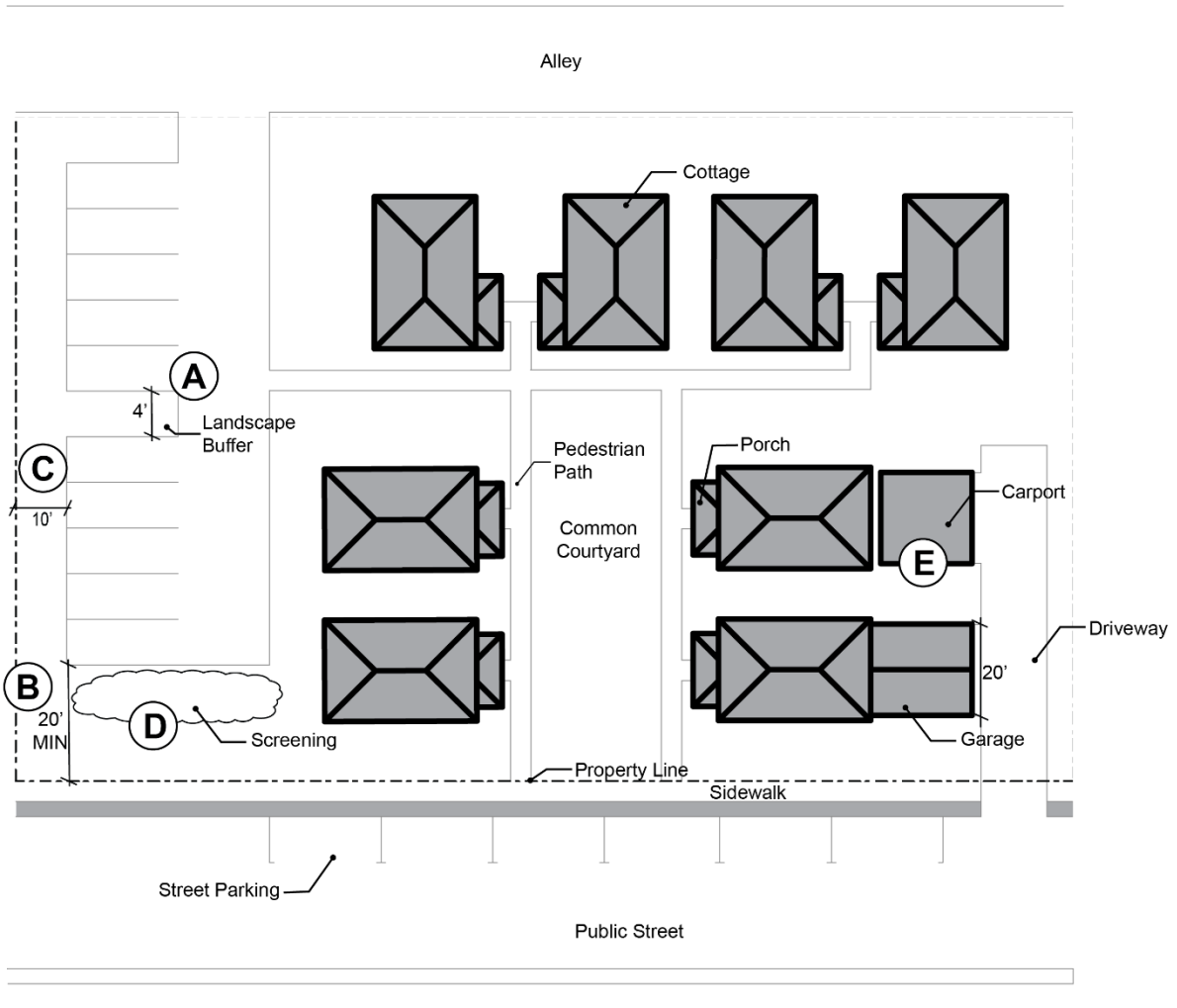


Figure 7. Townhouses with Consolidated Access

- iv. A townhouse project that includes consolidated access or shared driveways shall grant access easements to allow normal vehicular access and emergency access.

F. Standards applicable to Cottage Clusters.**12. Parking Design (see Figure 15. Cottage Cluster Parking Design Standards).**

- a. Clustered parking. Off-street parking may be arranged in clusters, subject to the following standards:
 - i. A parking cluster must not exceed five (5) contiguous spaces.
 - ii. Parking clusters must be separated from other spaces by at least four (4) feet of landscaping.
 - iii. Clustered parking areas may be covered.
 - iv. Parking areas must also meet the standards in Subsections 4.155(.02)-(.03), except where they conflict with these standards.
- b. Parking location and access.
 - i. Off-street parking spaces and vehicle maneuvering areas shall not be located between a street property line and the front façade of cottages located closest to the street property line. This standard does not apply to alleys.
 - ii. Off-street parking spaces shall not be located within 10 feet of any property line, except alley property lines.
 - iii. Driveways and drive aisles are permitted within 10 feet of property lines.
- c. Screening. Landscaping, fencing, or walls at least three feet tall shall separate clustered parking areas and parking structures from common courtyards and public streets.
- d. Garages and carports.
 - i. Garages and carports (whether shared or individual) must not abut common courtyards.
 - ii. Individual attached garages up to 200 square feet shall be exempted from the calculation of maximum building footprint for cottages.
 - iii. Individual detached garages must not exceed 400 square feet in floor area.
 - iv. Garage doors for attached and detached individual garages must not exceed 20 feet in width.



- (A) Parking allowed in clusters of up to 5 spaces. Clusters separated by minimum 4 feet of landscaping.
- (B) No parking or vehicle area within 20 feet from street property line (except alley).
- (C) No parking within 10 feet from other property lines (except alley). Driveways and drive aisles permitted within 10 feet.
- (D) Screening required between clustered parking areas or parking structures and public streets or common courtyards.
- (E) Garages and carports must not abut common courtyards. Garage doors for individual garages must not exceed 20 feet in width.

Figure 8. Cottage Cluster Parking Design Standards

G. Standards applicable to Cluster Housing besides Cottage Clusters

4. **Garages and Off-Street Parking Areas.** The combined width of all garages and outdoor on-site parking and maneuvering areas shall not exceed a total of 50 percent of any street frontage (other than an alley). Garages and off-street parking areas that are separated from the street property line by a dwelling are not subject to this standard. (See Figure 6. Width of Garages and Parking Areas).
5. **Driveway Approach.** Driveway approaches must comply with all of the following:
 - a. The total width of all driveway approaches must not exceed 32 feet per frontage, as measured at the property line (see Figure 7. Driveway Approach Width and Separation on Local Street). For lots or parcels with more than one frontage, see subsection c.
 - b. Driveway approaches may be separated when located on a local street.
 - c. In addition, lots or parcels with more than one frontage must comply with the following:
 - i. Lots or parcels must access the street with the lowest transportation functional classification for vehicle traffic. For lots or parcels abutting an alley that is improved with pavement access must be taken from the alley (see Figure 8. Alley Access).
 - ii. Lots or parcels with frontages only on collectors and/or arterial streets must meet the access standards in the Wilsonville Public Works Standards.
 - iii. Lots or parcels with frontages only on local streets may have either:
 - Two driveway approaches not exceeding 32 feet in total width on one frontage; or
 - One maximum 16-foot-wide driveway approach per frontage (see Figure 9. Driveway Approach Options for Multiple Local Street Frontages).

Section 4.155. General Regulations - Parking, Loading and Bicycle Parking.

(.02) General Provisions:

G. Off-Site Parking. Except for single-family dwellings and middle housing, the vehicle parking spaces required by this Chapter may be located on another parcel of land, provided the parcel is within 500 feet of the use it serves and the DRB has approved the off-site parking through the Land Use Review. The distance from the parking area to the use shall be measured from the nearest parking space to the main building entrance, following a sidewalk or other pedestrian route. Within the TC Zone there is no maximum distance to an off-site location provided the off-site parking is located within the TC Zone. The right to use the off-site parking must be evidenced in the form of recorded deeds, easements, leases, or contracts securing full and permanent access to such parking areas for all the parties jointly using them. Within the TC zone, there is no maximum distance to an off-site location provided the off-site parking is located within the TC Zone. [Amended by Ord. 835, 6/5/19]

Q. Residential garages shall not count towards minimum parking requirements unless all of the following criteria are met:

- 1. The garage contains an area, clear of any obstructions, equal to a standard size parking space (nine feet by eighteen feet) for each counted parking space within the garage;
- 2. Nine square feet is provided either in the garage or in a screened area of the lot per waste and recycling containers to ensure they are not placed in the parking spaces;
- 3. A deed restriction or an equivalent restriction within the development's CC&R's is placed on the property requiring the space stay clear except for identified exceptions such as 30 days before and after a change of tenant;

R. Public sidewalks, public sidewalk easements or other public non-vehicle pedestrian easement areas shall not be counted towards the area of parking spaces or used for parking.

S. Shared visitor parking in certain residential areas:

- 1. In order to provide visitor parking in non-multi-family residential areas with limited parking, lot size and/or required open space may be reduced equal to the area of standard-sized parking spaces as described in 2. below if all the following ~~are~~ criteria ~~are~~ met:
 - a. 10% or more of lots in the development do not have at least one adjacent on-street parking space that is at least 22 feet long.
 - b. Shared parking spaces are within 250 feet of a lot without an on-street parking space.
 - c. Shared parking spaces will be owned by an HOA and have enforceable covenants in place to ensure spaces are managed for visitor parking and not storage of extra vehicles or overflow parking of residents. This may

include time limits on parking, limits on overnight parking, or other similar limits.

2. When shared visitor parking is provided that meetsing the standards of 1. above, lot size or open space area for the development may be reduced as provided below. The same visitor parking spaces cannot be used to reduce both lot size and open space area. To achieve both reductions, adequate visitor parking space must be provided to offset both lot size and open space area reductions.
 - a. Individual lot size may be reduced by up to 2.5% of the minimum lot size for the zone to allow an equal area to be developed as shared parking, as long as the shared parking space is within 250 feet of the reduced lot.
 - b. Open space required under Subsection 4.113 (.01) may be reduced by up to 2.5% of gross development area, (from 25% down to as low as 22.5%); to allow an area equal to the reduced open space as shared parking. No more than 50% of the reduced open space area may be from the required usable open space. In the RN zone, the 10% Open Space requirement for Small-Lot Subdistrict may be reduced to 8%.
 - c. In order to reduce stormwater runoff and the need for stormwater facilities, shared visitor parking areas are encouraged to be constructed of pervious surfaces.

TABLE 5: PARKING STANDARDS			
USE	PARKING MINIMUMS	PARKING MAXIMUMS	BICYCLE MINIMUMS
a. Residential			
1. Single-family dwelling units, duplexes, middle housing, as well as multiple-family dwelling units of nine (9) or fewer units	1 per Dwelling unit, 2 spaces are encouraged for dwelling units over 1000 square feet ^{1,2,3}	No Limit	Multiple-family dwelling units – Min. of 2
2. Accessory dwelling unit	Per Subsection 4.113 (.10) None required	No limit	None required

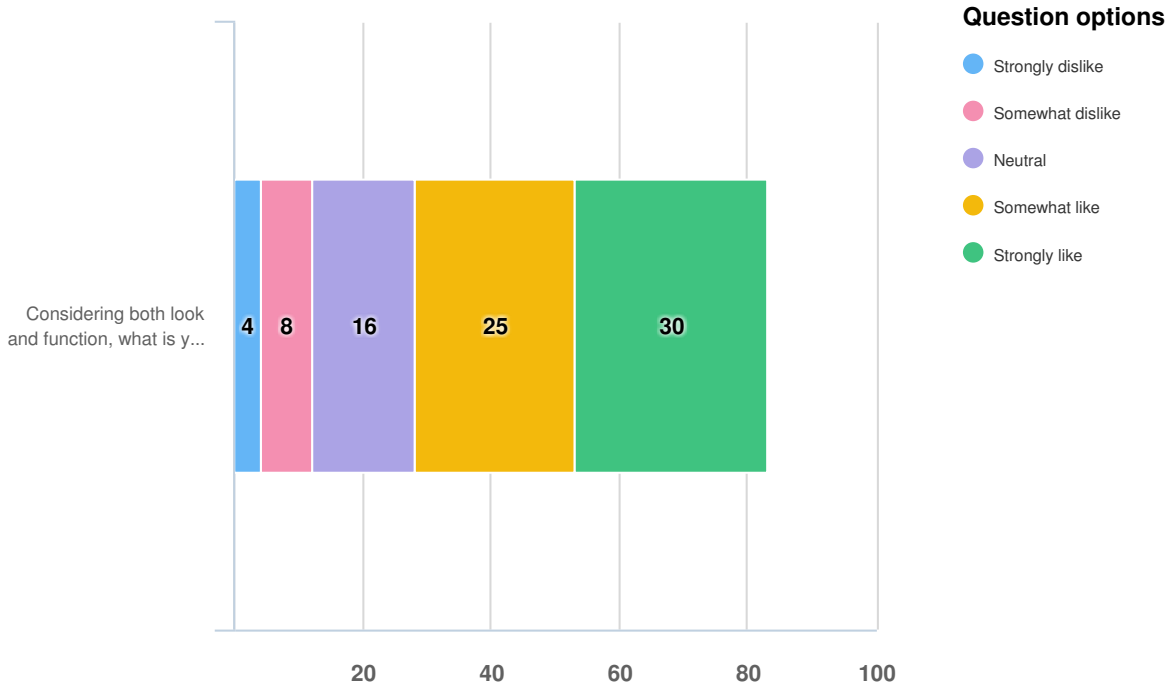
¹ No additional off-street parking is required for a triplex or quadplex created through the addition to, or conversion of, an existing single-family detached dwelling.

² Garages (except for parking structures in the Town Center) do not count towards minimum parking unless all the requirements of Subsection 4.155 (.02) Q. are met.

³ No permit for single-family dwelling units, middle housing, or multiple-family dwelling units of nine (9) or fewer units shall be denied based on only providing one parking space per unit.

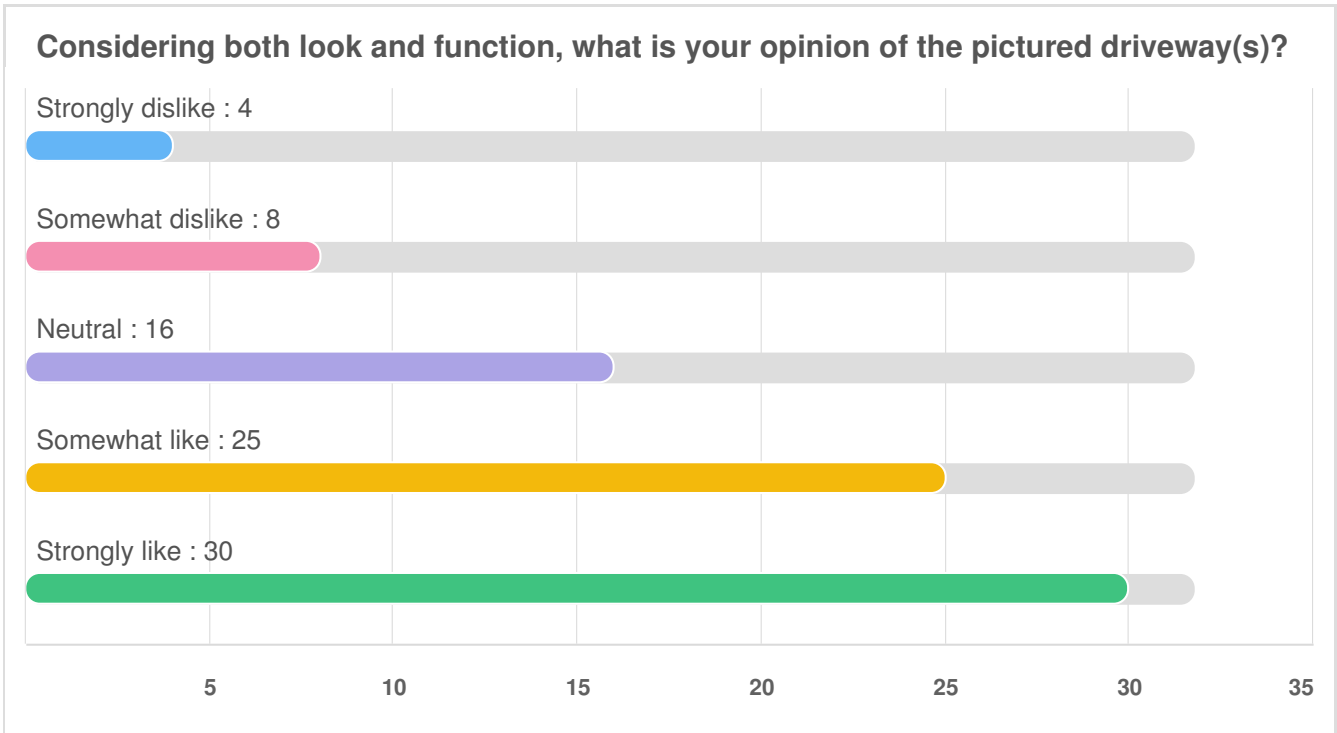
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Q19 Considering both look and function, what is your opinion of the pictured driveway(s)?

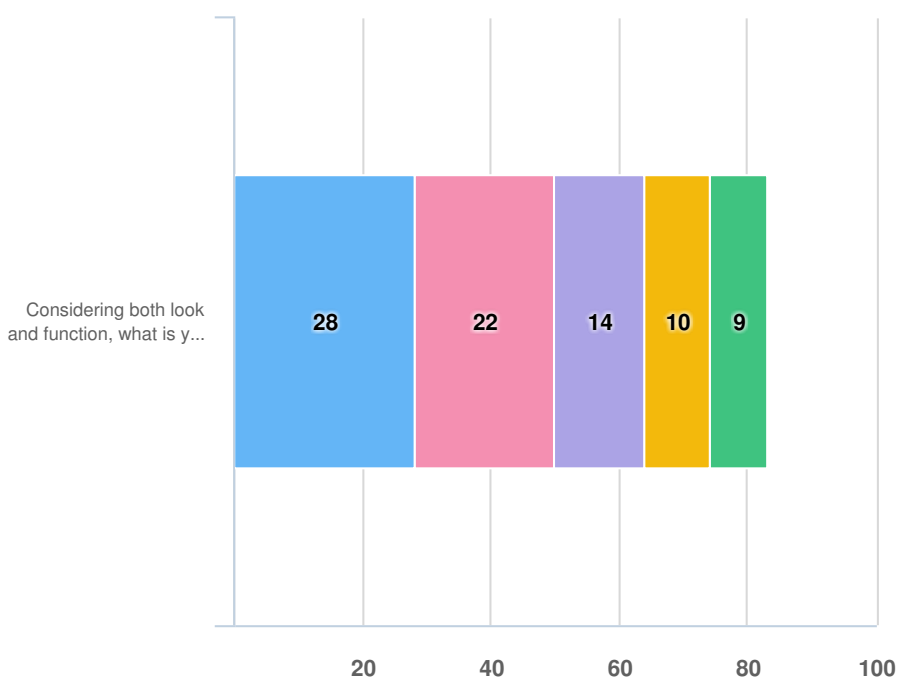


Mandatory Question (83 response(s))
Question type: Likert Question





Q20 Considering both look and function, what is your opinion of the pictured driveway(s)?

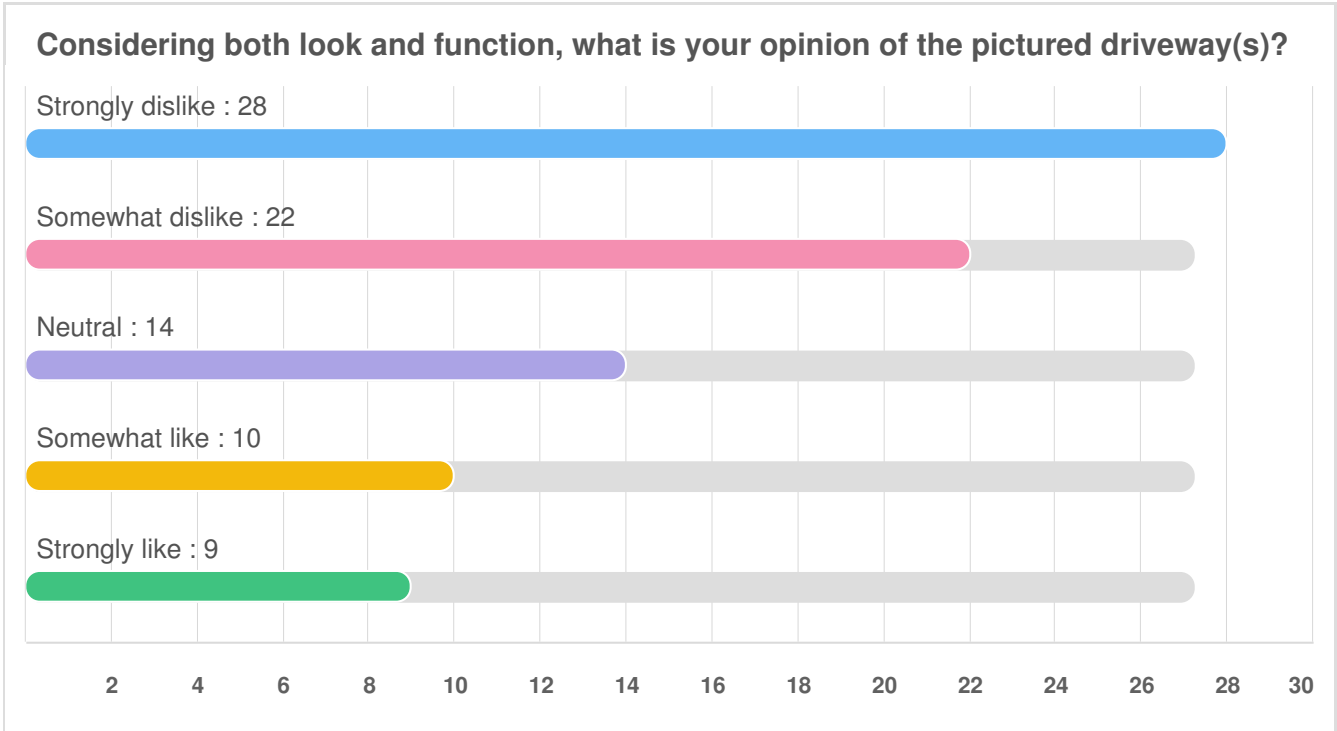


Question options

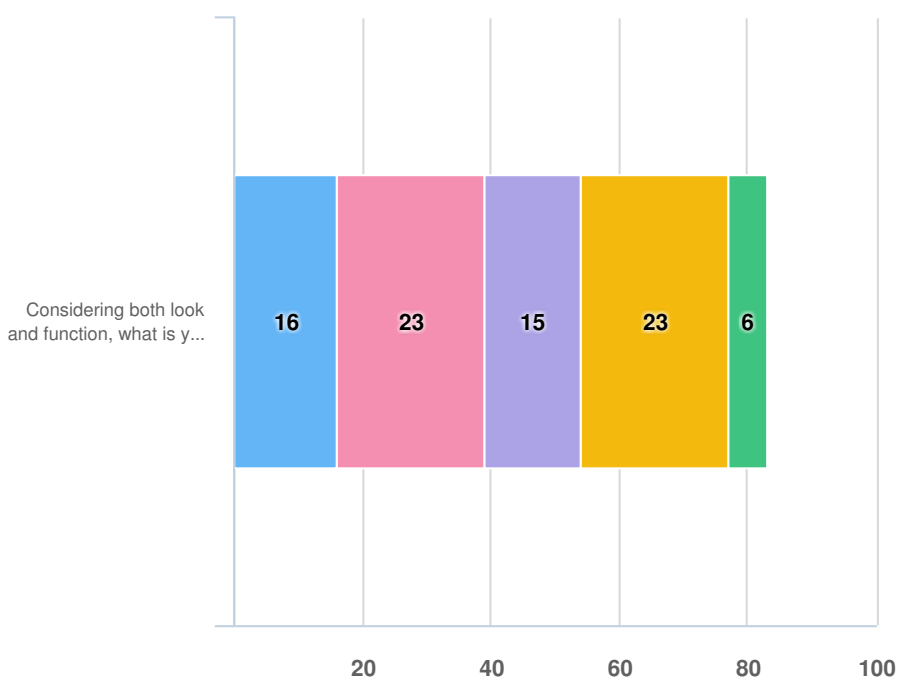
- Strongly dislike
- Somewhat dislike
- Neutral
- Somewhat like
- Strongly like



Mandatory Question (83 response(s))
 Question type: Likert Question



Q21 Considering both look and function, what is your opinion of the pictured driveway(s)?

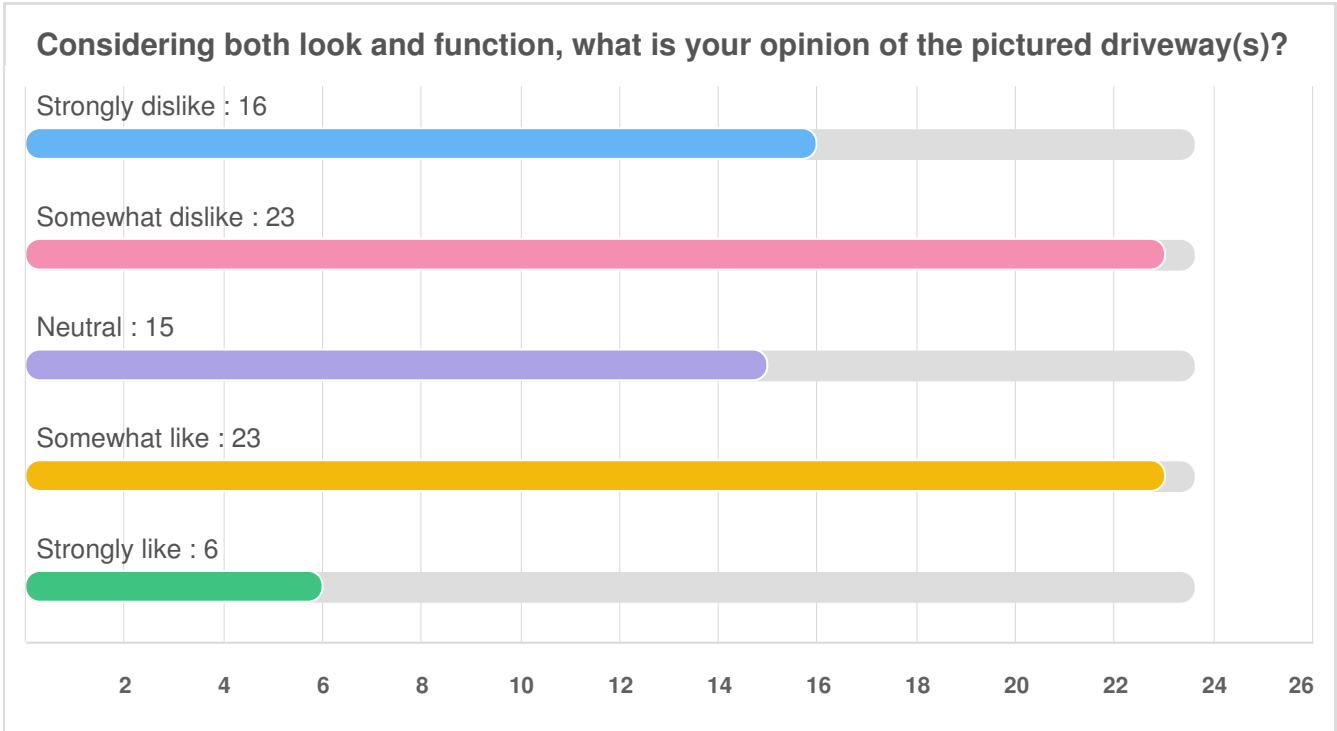


Question options

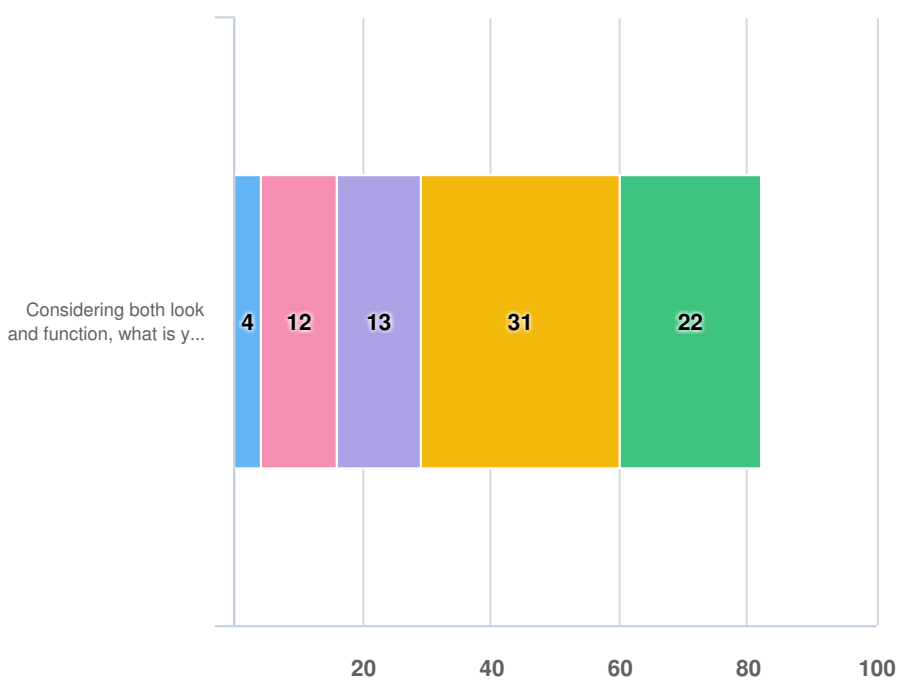
- Strongly dislike
- Somewhat dislike
- Neutral
- Somewhat like
- Strongly like



Optional question (83 response(s), 0 skipped)
Question type: Likert Question



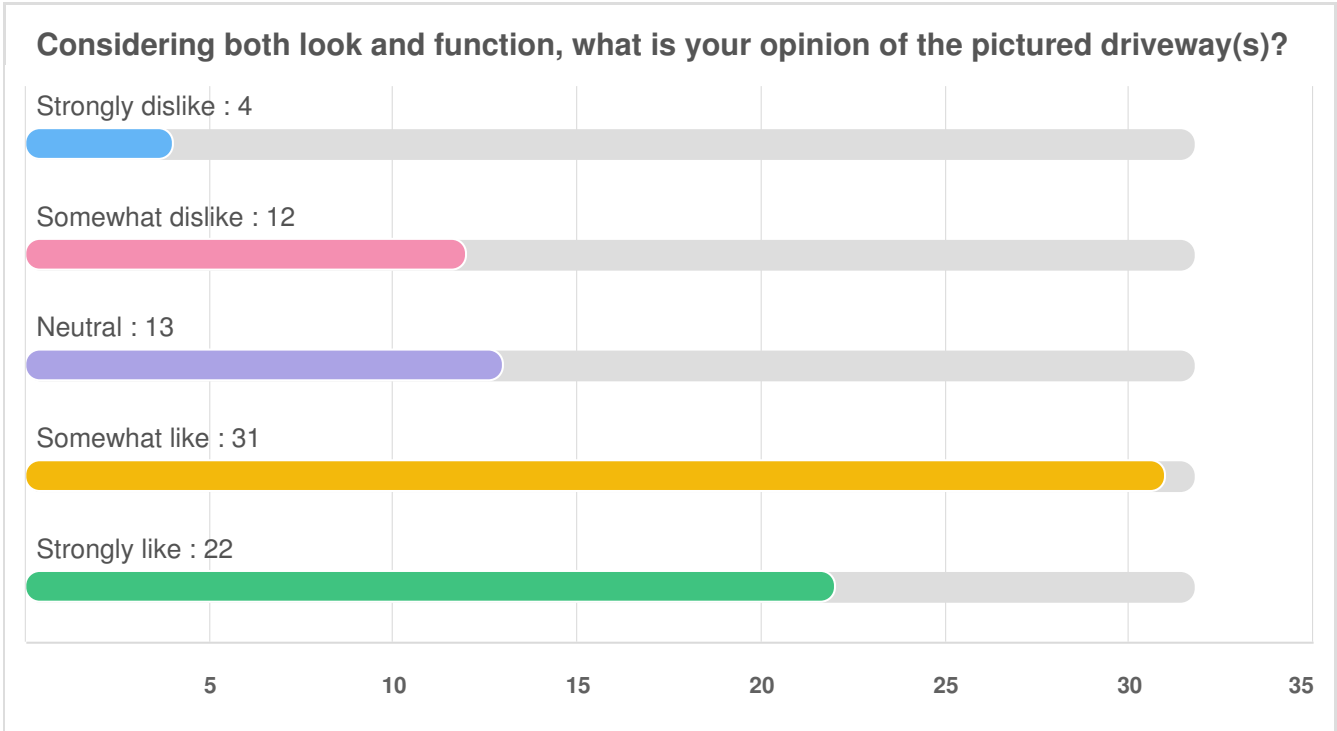
Q22 Considering both look and function, what is your opinion of the pictured driveway(s)?



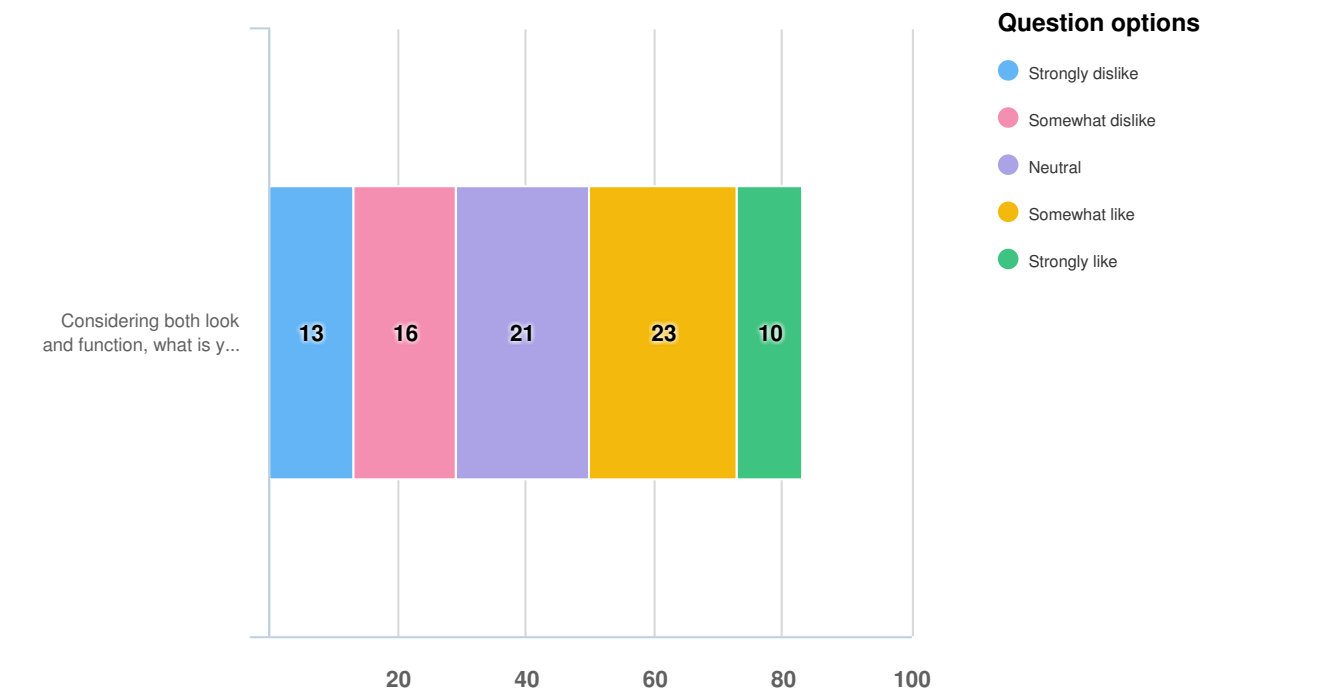
- Question options**
- Strongly dislike
 - Somewhat dislike
 - Neutral
 - Somewhat like
 - Strongly like



Optional question (82 response(s), 1 skipped)
Question type: Likert Question

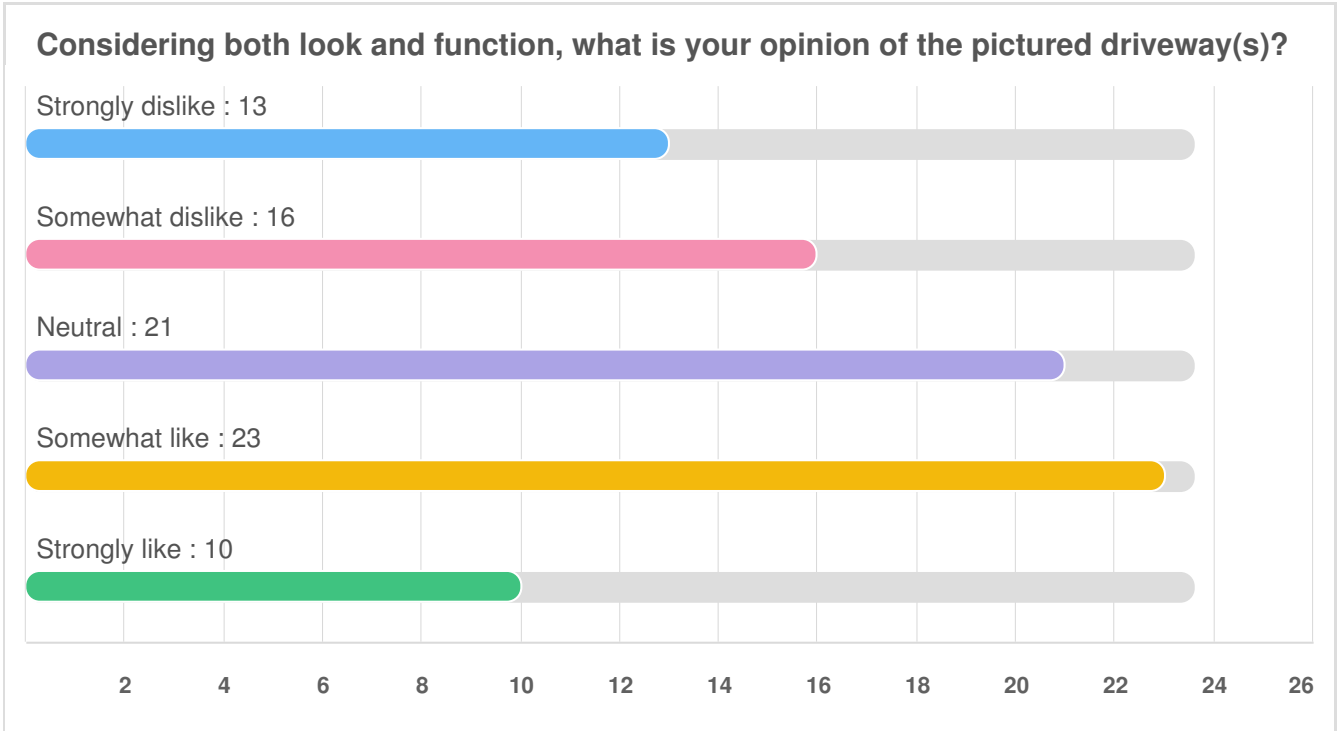


Q23 Considering both look and function, what is your opinion of the pictured driveway(s)?

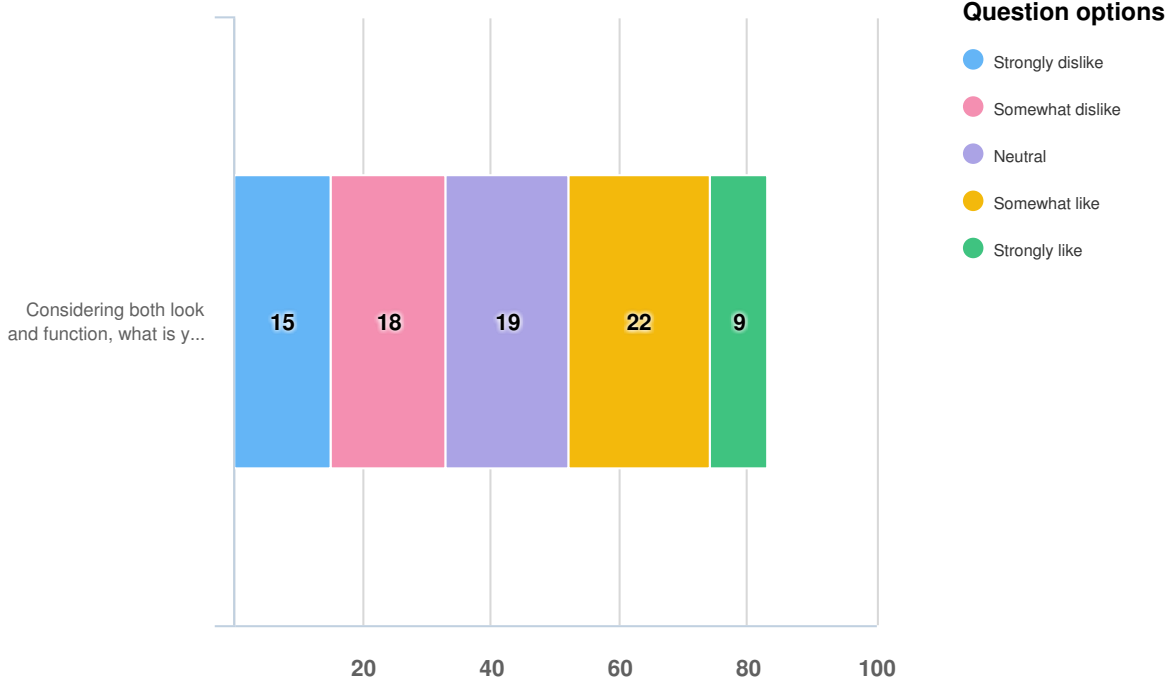


Mandatory Question (83 response(s))
Question type: Likert Question



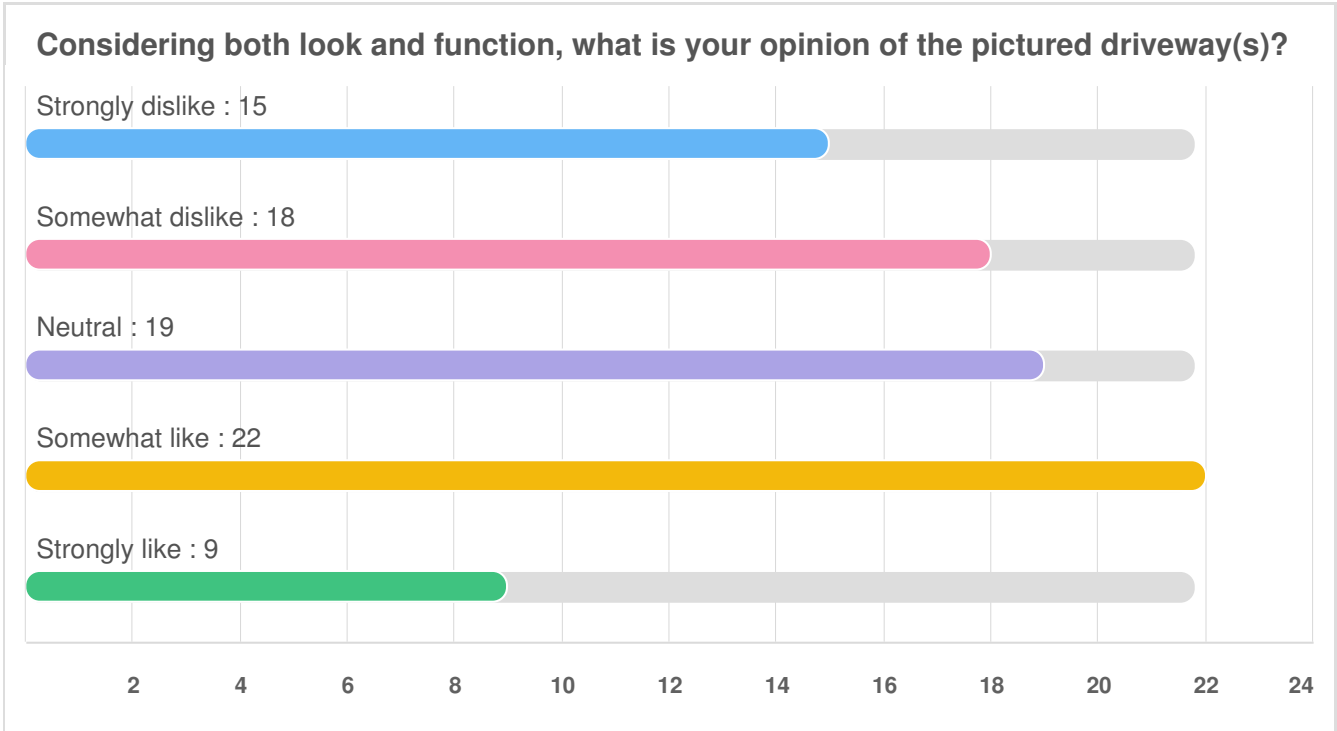


Q24 Considering both look and function, what is your opinion of the pictured driveway(s)?

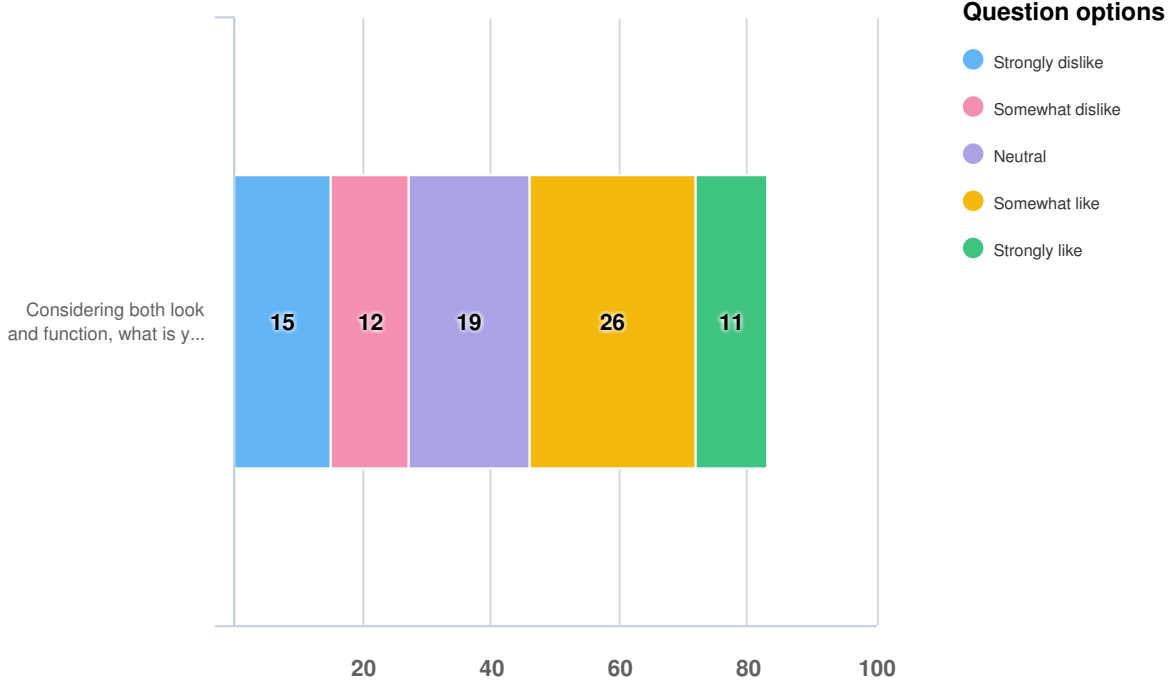


Optional question (83 response(s), 0 skipped)
Question type: Likert Question



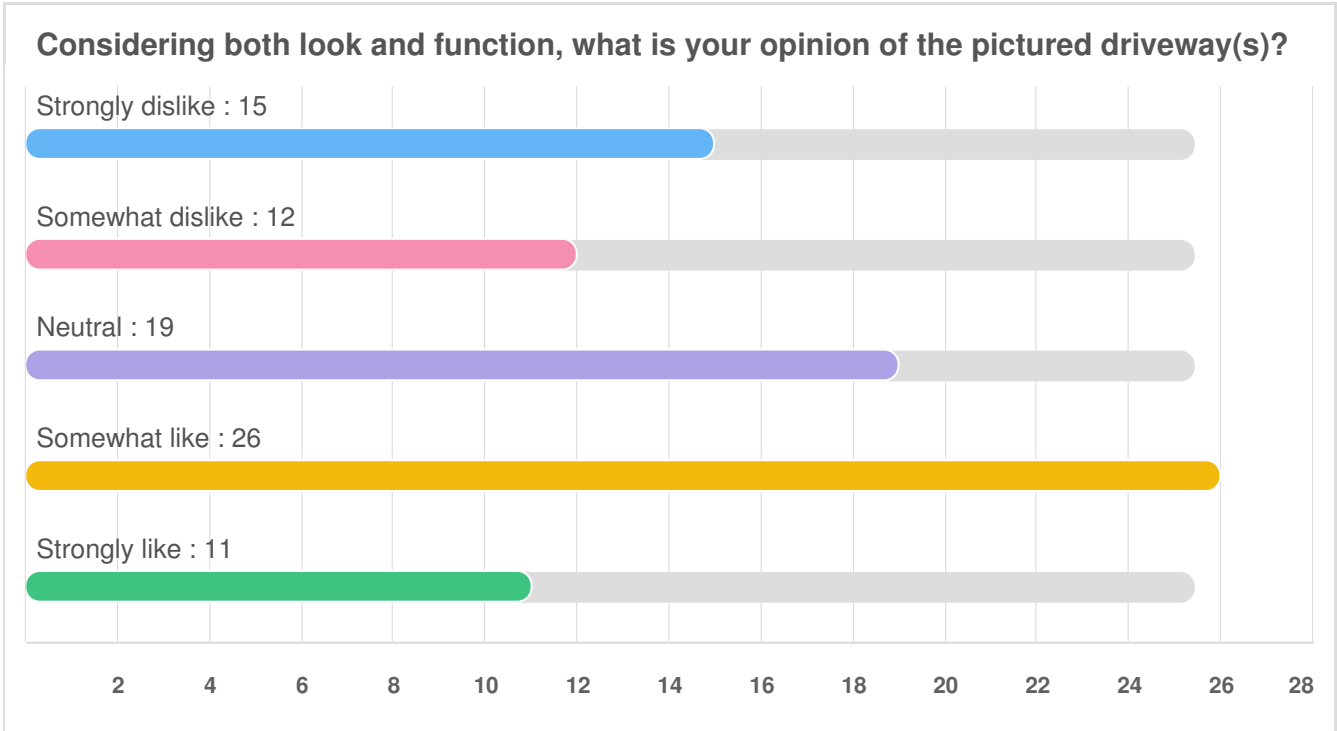


Q25 Considering both look and function, what is your opinion of the pictured driveway(s)?

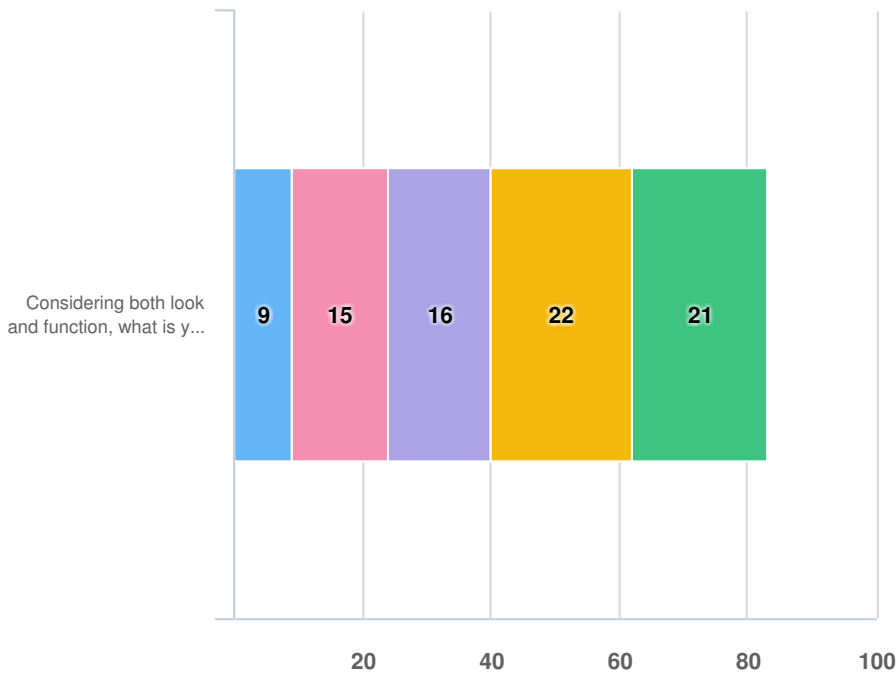


Mandatory Question (83 response(s))
 Question type: Likert Question





Q26 Considering both look and function, what is your opinion of the pictured driveway(s)?

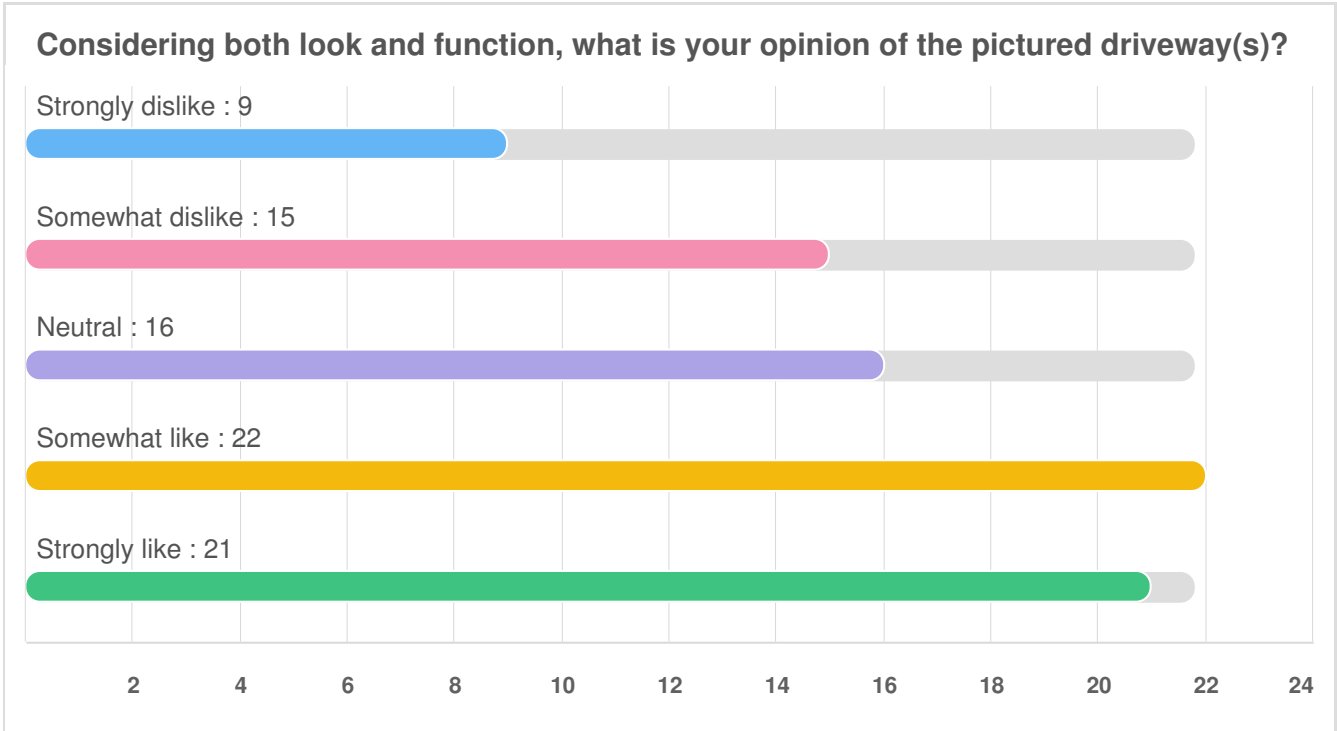


Question options

- Strongly dislike
- Somewhat dislike
- Neutral
- Somewhat like
- Strongly like



Mandatory Question (83 response(s))
 Question type: Likert Question



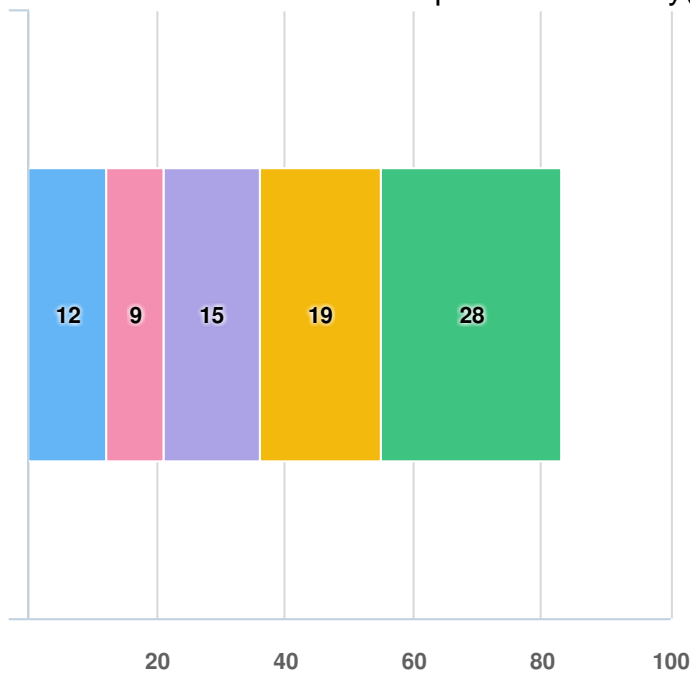
Q27

Considering both look and function, what is your opinion of the pictured driveway(s)?

Question options

- Strongly dislike
- Somewhat dislike
- Neutral
- Somewhat like
- Strongly like

Considering both look and function, what is y...

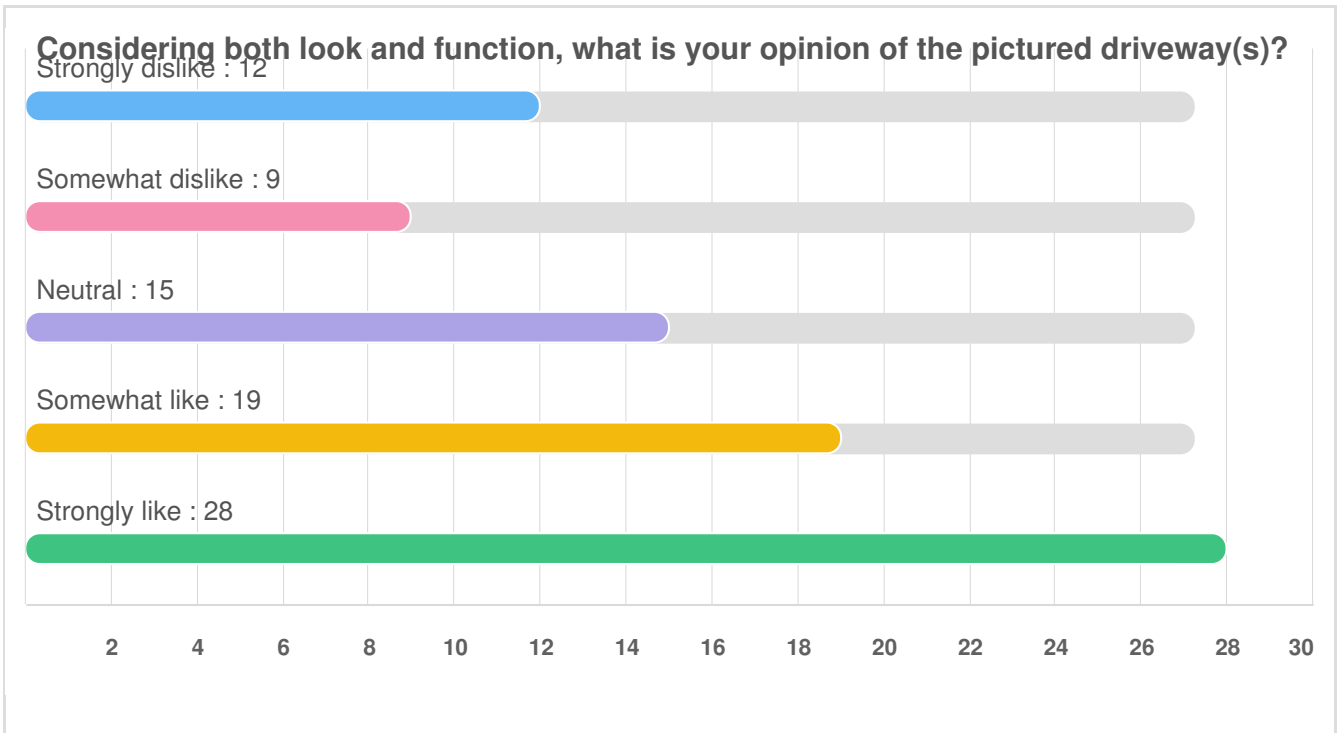


No front driveway, accessed via alley *

Mandatory Question (83 response(s))

Question type: Likert Question

Q27 | No front driveway, accessed via alley



Q28 | Explain or add comments about your answers to above questions 19-27 regarding driveways (optional)

Strongly dislike garages that have to be accessed from an alley.

Hard to tell if the alley configuration would have enough off-street parking to be functional.

The driveways should be distinct from another, and generally have some separation.

alleyways prevent people from having decent sized yards

garages are used as closets these days. anything to hide cars make them more attractive

I don't trust my neighbors not to poorly manage their driveway. I

would most prefer to have my own driveway that isn't shared in any way with my neighbors.

Really, driveway appearances? This is the suburbs, how about single family homes with old fashioned drive ways. No matter how you place a driveway the homes will still cheapen the look of this community. Move away from this plan please. We want to be an upscale community!!! Thats why all the professionals bought homes out here, we did not want to live next to apartment building and town homes we want to live on large lots in large homes.

The garages in between the homes serve as a good noise buffer to avoid shared wall space.

I like the look of homes that have the driveway and garage behind the home with access thru any alley. I realize that this is not always possible.

I think common undivided driveways are the easiest but the least practical.

Really like the accessed via alley.

Driveway access via rear alley makes for friendlier, more walkable sidewalks.

My preference is not to have shared driveways for single family homes. It relies on a shared use agreement that can be contentious at times. Additionally, my preference is to ensure more linear street footage to ensure that there is ample parking for guests and not relying solely on driveway parking for homes.

Again, I like designs where the

garage is not the focus of the building.

Driveways that preserve green space in the front of the building look best.

People want "their own" driveway, a physically defined space that's their theirs. especially if they have kids. Shared driveway feels more like an apartment.

I do not like to share a driveway with a neighbor.

Shared driveways are an undesirable feature in any suburban neighborhood. No one wants them.

It provides privacy to the entrance yet it's simple.

Stop cramming people in like sardines. This so-called affordable housing is more expensive than my single family home with 4 bedrooms and a backyard! I couldn't even get a VA loan to cover the cost of these because they are too expensive. The only people who can afford it are landlords who come in and scoop them up, charge outrageous rent, discriminate against applicants, and make it so a family can't make it a home by having so many rules you are afraid to even sit down inside. No room for a pet or landlords won't let you have one. They come with crazy HOA fees and rules (Villebois). How is that affordable? Why does affordable housing mean living on top of each other? Lower income people don't deserve to have privacy? Stop destroying natural resources by building [REDACTED] housing. I have to ask permission and pay a fee just to have a single tree removed/replaced on my property but

bring in these corporate douchebags and their [REDACTED] homes and we change all the rules for them and even pay them to do so. I hate that Wilsonville is getting rid of its small town vibe and putting up ridiculous housing. I would live in Portland if I wanted that [REDACTED]

Anything over a 2 bedroom should be required to have a 2 car garage. It should be required to have parking between driveways or connecting driveways. There should be enough parking for 2 vehicles in garage, driveway, or adjacent to each. Plus enough parking for each unit to have another guest parking. It is too dangerous for kids to play if the streets are lined with nothing but cars. It also causes tension between neighbors and promotes unsafe parking if there is not enough parking. This is a big investment for people, they should be treated with respect and not like packed animals because all they can afford is condensed housing. The more it can look and feel like a traditional single home the better.

Shared driveway spaces could lead to conflict over use and maintenance. If you purchase the "house" you should have clearly delineated property.

I only like alley plan if still allowed a full drive way. No driveway presents inconveniences.

#19 (as well as #14 above) has a physical division in the driveway-- helps both neighbors from encroaching on the other's side. #22 is cute, but what happened to the neighbor's arched entrance? You didn't ask, but #24 looks like a large house was cut in two. Shared

driveways aren't fun for families--
can't imagine how they'd work for
strangers. Better to put a border--
which is what #25 did, but I guess
you drive your car into the house to
enter it?? Again: it's car-centric--not
a good look--or good health w/car
fumes floating up to the 2nd floor.
#19 is the best design.

Sorry, garages and driveways should
not be shared. I have seen too many
places like this become headaches
due to rude neighbors or renters.
They leave junk cars and or take up
more room than they should. No
thanks.

I love the garage in the back. I think
it's brilliant for curb appeal

For the driveway design, I prefer for
the driveways to be connected in
multi-unit homes, rather than on
outer side of the homes. This offers a
bit more distance from the neighbor
when the driveway is connected and
the living space is on the other side
of the driveway. Also, I prefer when
the driveway looks distinct for each
home, although I also like when the
driveways are located behind the
homes cannot be seen from the
front.

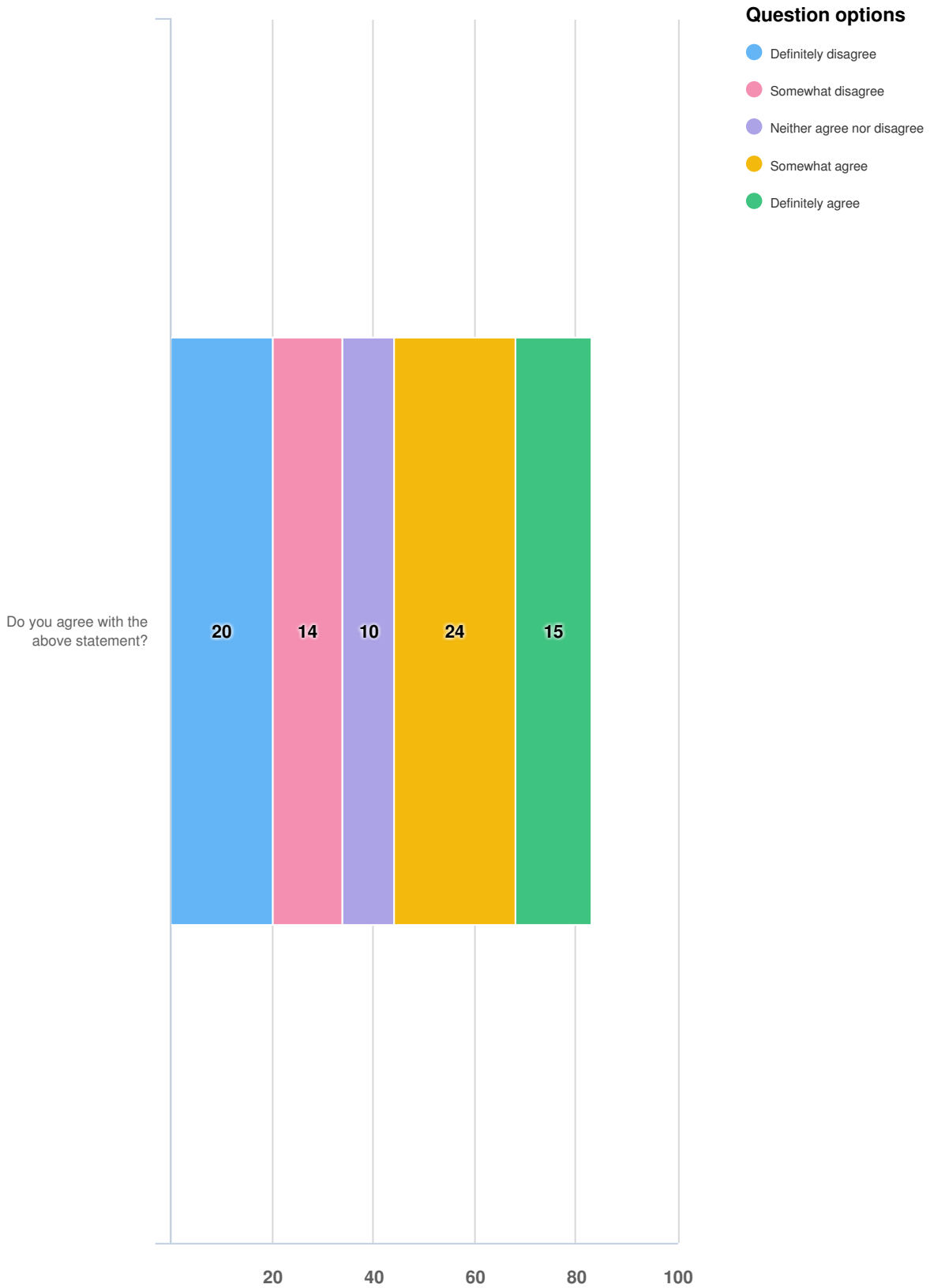
Driveways with no divider are going
to create parking contention and
messes. Don't do it.

I much prefer alleys- that design style
makes for more interesting,
approachable building fronts that
make a neighborhood more pleasant
to walk in.

Optional question (29 response(s), 54 skipped)

Question type: Essay Question

Q31 | I support reducing residential lot size to provide shared parking area or wider streets with on-street parking

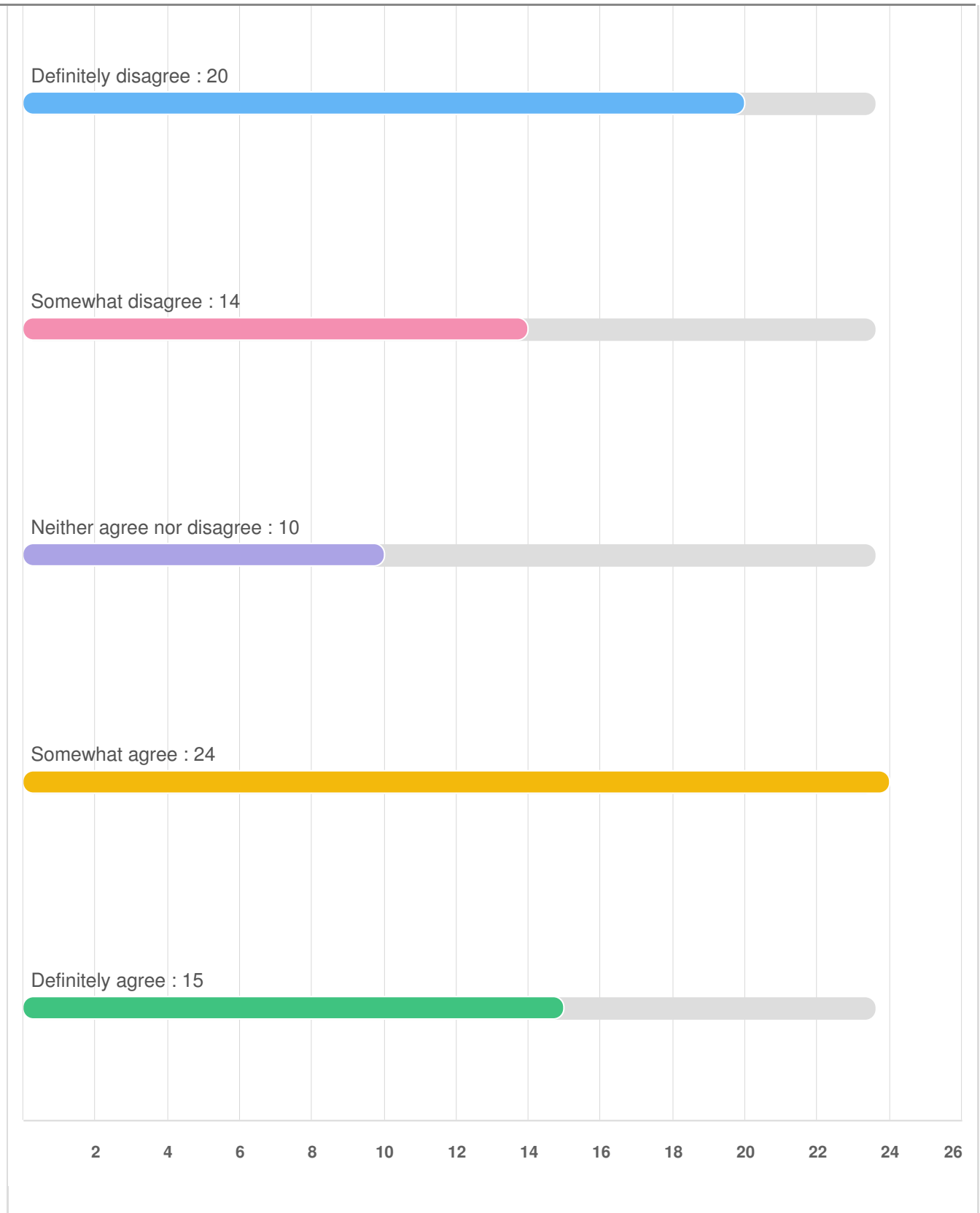


Mandatory Question (83 response(s))
Question type: Likert Question

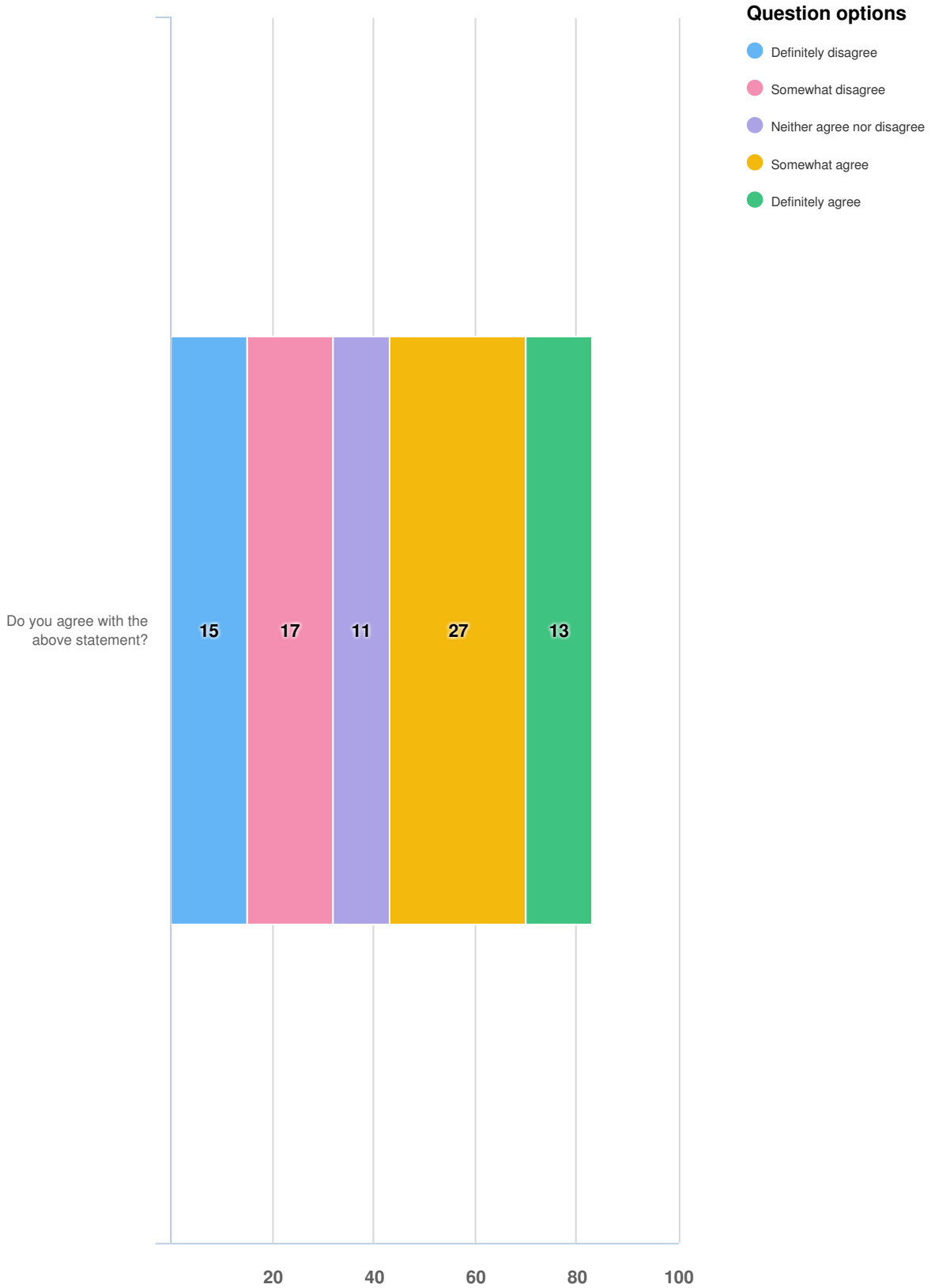
Q31 | I support reducing residential lot size to provide shared parking area or wider streets with on-street parking

Do you agree with the above statement?

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Q32 | I support reducing the amount of shared open space/park area to provide extra shared neighborhood parking while still ensuring some open space is provided



Mandatory Question (83 response(s))
 Question type: Likert Question

Q32 | I support reducing the amount of shared open space/park area to provide extra shared neighborhood parking while still ensuring some open space is provided

Do you agree with the above statement?



Q33 Explain or add comments about your answer to questions 31-32 above regarding trade-offs for shared neighborhood parking (optional)

It really depends on how many resources are within bikeable/walkable distance and therefore how necessary cars really are to that neighborhood location.

Street & driveway parking matters. People use garage for storage, not cars. Villebois failed in this regard.

We already have a parking problem in many areas of the city. You must leave enough room for at least 2 cars per unit to park, with additional guest parking.

There should be adequate on-lot parking, i.e., in a garage or driveway, to not have to make either of these trade-offs.

I think that street parking should be minimal and reserved for guests/visitors not residents. Shared parking areas should be made available around shared community spaces only.

Driveways and garages should provide enough space for owners to park cars with at least on space for a visitor. The streets should only allow parking on onside, this way there is still spacing for drivers to move around.

I would much rather have more usability from my own personal space than shared public space.

Common street side parking should be available for both "second car" as well as guest parking.

Residential lots are already really small (which I'm OK with), but that doesn't leave much room for further reduction.

Not a fan of shared neighborhood parking. I believe there should be enough parking provided via street

parking, driveways, and garage spaces for a neighborhood. Being able to park near your home meets a safety need of both accessing your vehicle, keeping an eye on your vehicle, and traveling between your vehicle and your home.

As long as there is a large fenced back yard there is little need for front yard or large green spaces for the neighborhood.

Planned parking at new developments in 97070 has always been a major issue...Creekside (only giving 1/2 space per resident/forcing residents to park up above in public lot and walking down), Jory Trail and Terrene (homeowners had to fight to get permits), Boulder Creek apts (were parking across Wilsonville Road in Meadows), major sections of Villebois....

Homes should have room for 2 cars to park

Recommend homes have garages/driveways and residents use the garages to eliminate over crowded streets with homeowner parking. Those of us that use our garages to park cars should not be punished by having less green park space to enjoy.

Decreasing lot size (and smaller homes) would just force people to store their things in the garage and then clog on-street parking with their cars. Open space is essential to a good looking neighborhood and preserving wildlife in an exurb.

Its dangerous when streets are narrow and cars are parked on each side, which in many instances means only 1 car can get through, also it

limits the ability to see children and people trying to get in their cars. Keep the streets passable and safe.

Why on earth do we want to turn Wilsonville into so many neighborhoods in SoCal, where finding parking is a nightmare? Shared parking spaces for multiple homes is one way to do just that.

Wide streets!

Love our parks but not at the cost of further densification. We want larger lots AND wider streets AND sufficient parking (on and offstreet). Fight the power in Salem! Push back at Metro!

Stop cramming people in like sardines. This so-called affordable housing is more expensive than my single family home with 4 bedrooms and a backyard! I couldn't even get a VA loan to cover the cost of these because they are too expensive. The only people who can afford it are landlords who come in and scoop them up, charge outrageous rent, discriminate against applicants, and make it so a family can't make it a home by having so many rules you are afraid to even sit down inside. No room for a pet or landlords won't let you have one. They come with crazy HOA fees and rules (Villebois). How is that affordable? Why does affordable housing mean living on top of each other? Lower income people don't deserve to have privacy? Stop destroying natural resources by building [REDACTED] housing. I have to ask permission and pay a fee just to have a single tree removed/replaced on my property but bring in these corporate douchebags and their [REDACTED] homes and we

change all the rules for them and even pay them to do so. I hate that Wilsonville is getting rid of its small town vibe and putting up ridiculous housing. I would live in Portland if I wanted that [REDACTED]

Wilsonville should fight this requirement. We know from our current housing issues with apartments and Villa Bois that there is typically at least 2 adults or more living in each home each with a car. Often there is more as people will rent out a spare room to help with costs. This has created huge issues in some of these communities who do not have adequate parking. Also these smaller homes will lack storage, as a result, the garage will be used for storage and not parking causing more of a parking shortage. While Wilsonville has good public transportation, it is nowhere near adequate to support all these homes to be car free. Nor is this something, I would support spending more resources to create. Families with multiple need affordable housing too. They should be able to comfortably park their cars. Again they are buying a home and not renting. They should feel comfortable with their investment long term. It is not like renting where, when you discover the parking issue or a noise, you can just move when the lease is up. People come to Wilsonville for a quality of life and a specific life style. If we lose sight of this, we will become a generic town sprawling into the next town with no identity. This is why I do not like Tualatin, Tigard, and Sherwood. We should be proud of who Wilsonville and set the example of how to create affordable housing and maintain a quality of life. We need to stand up for the needs of

Wilsonville's residents and future residents. Affordable housing owners should have a right to quality life too. Also how do we prevent these affordable housing from being bought by investors and then rented out?

If the demand is for more open space, more parking - then build that. Common complaints of no parking, not enough open space come with higher density. Build what the buyers want, not what you think the city mandates. Already plenty of multiple and high density housing in town. Build something more desirable and accommodating to a wider variety of owners.

There are dozens of park areas as part of housing developments around town and 99% of the time there is no one there.

Parks and green spaces are important. Everyone deserves places to enjoy nature near their home.

I find it frustrating when people/families park no cars in their garage and take up all street/community parking. Would not be happy to shrink lot size or open spaces so some people can use all street parking and not use their own garages for cars.

Charbonneau has visitor parking and it seems to work well in practice. My parents lived there in a patio home in their later years & visiting family could use the two spaces in front of their garage with spill-over to the visitor areas. For a new development, 2-3 extra clearly-marked visitor parking spaces interspersed throughout for visitors would keep extra cars off the streets.

I think people should use their

garages for cars, not stuff. I'd rather have all cars parked inside, protected, and not an eyesore to look at.

I do not want to see Wilsonville turn into a concrete jungle. Parks and open spaces are vitally important for city wildlife such as birds, squirrels, etc. As a community, we have a responsibility to consider the flora and fauna as much as the people. People can live in smaller houses, but most wildlife cannot live in concrete alone.

Reduce number of housing units in order to maintain livability

Honestly I could also see putting a 2-story parking garage or a small parking lot in the midst of a bunch of tightly-packed homes.

Parking is a huge dissatisfier for people since they fill their garages with junk instead of parking their cars in them. Since we can't change their behavior as much as I would love to, we have to provide parking for them instead.

we dont need as many shared areas/parks. more parking is preferred over parks.

Optional question (32 response(s), 51 skipped)

Question type: Essay Question

Q34 Please share any additional thoughts you have related to the topics of this survey

Thanks for giving us so many options from which to choose.

The lack of forethought regarding parking has caused problems for the City in the past. While I am happy to see it being considered ahead-of-

Appointment List for August 16, 2021 Council Meeting

Kitakata Sister City Advisory Board – Appointment

Appointment of **First Last** to the Kitakata Sister City Advisory Board for a term beginning 8/16/2021 to 12/31/2021.

Motion: I moved to ratify the appointment of **First Last** to the Kitakata Sister City Advisory Board for a term beginning 8/16/2021 to 12/31/2021.

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Motion: I moved to ratify the appointment of **First Last** to the Kitakata Sister City Advisory Board for a term beginning 8/16/2021 to 12/31/2023.

CITY COUNCIL ROLLING SCHEDULE
Board and Commission Meetings 2021
Items known as of 08/10/21

August

Date	Day	Time	Event	Location
8/23	Monday	6:30 p.m.	DRB Panel B - CANCELLED	Council Chambers
8/25	Wednesday	6:30 p.m.	Library Board	Library

September

Date	Day	Time	Event	Location
9/8	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
9/9	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
9/13	Monday	6:30 p.m.	DRB Panel A	Council Chambers
9/14	Tuesday	6:00 p.m.	Diversity, Equity and Inclusion (DEI) Committee	Willamette River Room
9/20	Monday	7:00 p.m.	City Council Meeting	Council Chambers
9/22	Wednesday	6:30 p.m.	Library Board	Library
9/27	Monday	6:30 p.m.	DRB Panel B	Council Chambers
9/29	Wednesday	1:00 p.m.	Tourism Promotion Committee Meeting	Willamette River Room

Community Events:

- 8/18** Bingo from 12:45 p.m. to 1:45 p.m. at the Community Center
- 8/18** Guided Meditation Meetup from 5:30 p.m. to 6:00 p.m. online
- 8/19** Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
- 8/25** Guided Meditation Meetup from 5:30 p.m. to 6:00 p.m. online
- 8/26** Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
- 8/26** Community Block Party; 5:30 p.m. at Town Center Park
- 8/31** Last day of Summer Reading Program
- 9/1** Walk at Lunch hosted by Edward Jones Financial Advisor Josh Golston meet at 11:45 a.m.
- 9/1** Guided Meditation Meetup from 5:30 p.m. to 6:00 p.m. online
- 9/2** Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
- 9/6** City Offices closed in observance of Labor Day
- 9/8** Guided Meditation Meetup from 5:30 p.m. to 6:00 p.m. online
- 9/9** Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
- 9/15** Bingo from 12:45 p.m. to 1:45 p.m. at the Community Center
- 9/15** Guided Meditation Meetup from 5:30 p.m. to 6:00 p.m. online
- 9/16** Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
- 9/22** Guided Meditation Meetup from 5:30 p.m. to 6:00 p.m. online
- 9/29** Guided Meditation Meetup from 5:30 p.m. to 6:00 p.m. online
- 10/11** Library closed for Staff In-Service
- 10/20** Bingo from 12:45 p.m. to 1:45 p.m. at the Community Center
- 10/23** Bulky Waste Day from 9:00 a.m. to 1:00 p.m. at Republic Services
- 11/11** City Offices closed in observance of Veterans Day
- 11/17** Bingo from 12:45 p.m. to 1:45 p.m. at the Community Center
- 11/20** Leaf Drop Off Day from 9:00 a.m. to 2:00 p.m. at City Hall
- 11/25 -11/26** City Offices closed in observance of the Thanksgiving Holiday



2021 State Legislative Session Report

**For the City of Wilsonville/SMART
(South Metro Area Regional Transit)**

**81st Oregon Legislative Assembly
January 21 to June 27, 2021**

**By Greg & Rachel Leo, Principals
THE LEO COMPANY, LLC**

August 1, 2021

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PART I

City of Wilsonville Legislative Accomplishments

Success with key City Council priorities in 2021 Session

In past legislative sessions, the City has often been in a defensive posture, seeking to stop bad legislation that would impose unfunded mandates or preempt local control. At the direction of City Council, the City of Wilsonville lobby team worked closely with coalition members and legislators to sponsor proactive legislation to resolve the long-standing Aurora State Airport controversy and advance the I-5 Boone Bridge and Seismic Improvement Project. *Our coordinated application of legislative advocacy facilitated executive branch agencies to take action rather than be directed by legislative order, resulting in at least \$6.365 million in State expenditures supporting City priorities.*

- **I-5 Boone Bridge Project Advances:** The Oregon Transportation Commission authorized in March 2021 a \$3.7 million State Transportation Improvement Program (STIP) reallocation for the ODOT to advance the next phase of engineering design of the I-5 Boone Bridge and Seismic Improvement Project, another strategic City objective.
- **I-5 Boone Bridge Project Now Top State Priority:** Related to advancing the I-5 Boone Bridge project, legislation made the I-5 Boone Bridge and Seismic Improvement Project a state priority on par with the major I-205/Abernathy Bridge, I-5/I-84 Rose Quarter, and Hwy 217 congestion improvement projects and eligible to tap into \$30 million/year of bonded highway funds over a six-year period.
- **New Aurora State Airport Master Plan:** The Oregon Aviation Board authorized in July 2021 a \$1 million contract for the Department of Aviation to start a thorough new master plan process for the Aurora State Airport, a key City objective.

\$1.665 million in State ARPA funding secured for Broadband Expansion Project

The City lobby team moved swiftly when the City's State Representative and Senator requested recommendations for their earmarks of State ARPA funds. Working cooperatively with other communities in House District 26/Senate District 13, Sherwood and King City, the team coordinated an expanded vision around the good work that Sherwood has done to establish city-operated broadband services.

The priority is connecting underserved and unserved citizens by extending existing Sherwood Broadband services into the Wilsonville area to increase access, data speed, and address the needs of remote learning and work that were found to be deficient during the pandemic. The ARPA funds secured by Representative Neron and Senator Thatcher are the beginning of the coordinated effort to build out strong broadband resources as the backbone of future expansion, and utilizing additional state and federal resources to address this important public infrastructure need.

- Secured State ARPA funding of \$1.665 million for the Sherwood-Wilsonville/GovRing Broadband Expansion Project that can bring high-speed Internet infrastructure through Wilsonville to serve the Public Library, major parks and new North Wilsonville industrial employment zone.
- Researching prospective funding through Business Oregon, Clackamas and Washington Counties ARPA funds, and future federal legislation to more fully fund Broadband expansion.

Success with Additional City Legislative Priorities

The City lobby team worked with partners to lobby successfully on these additional Council priorities:

- **\$7 Million Allocation to New Willamette Falls Locks Authority:** Supported bills that created the public corporation to oversee restoration and operation of the Willamette Falls Locks and Canal and allocated initial funds for Locks repair.
- **Increased State Support for Water Quality and Harmful Algal Blooms (HABs):** Supported legislation addressing the City’s concerns for the impacts of Cyanobacteria from Harmful Algal Bloom (HABs) on drinking water by securing funding for both equipment and staffing of new in-state water testing at the DEQ. Many of the legislative elements considered this session were carried forward from legislative workgroups that Wilsonville’s Public Works Director participated in over the past biennium.
- **City’s Water Rights Protected:** Supported the successful passage HB 3103, a bill which clarifies the legal issues concerning Willamette River water and provides money for the study of future use of Willamette River water. Though the dams are administered by the federal government, water transfers and wildlife impacts come under the jurisdiction of state regulators. The funding will allow state regulators to study how the transfers should be carried out.

Proposed 2021 Legislation HB 2497 for Resolving Aurora State Airport Controversy

1. **Creates a Public Forum for Intergovernmental Communications and Planning:** Specifies the formation of an inclusive intergovernmental agreement (IGA) between the state Department of Aviation and the local governments of Clackamas and Marion Counties and the Cities of Aurora and Wilsonville that provides a forum to facilitate communications and collaborative planning for land-use, transportation, environmental, infrastructure and related issues of concern regarding operations of the Aurora State Airport.
2. **Updates the Aurora State Airport Master Plan:** Provides for the updating of the Aurora State Airport Master Plan that complies with FAA regulations, Oregon land-use laws, and public-engagement procedures to provide for transparent decision-making process and easy-to-follow guidance for agency implementation.
3. **Requires Environmental Pollution Review:** Authorizes much-needed environmental assessments of current airport pollution levels, including storm/surface water, ground water, air and noise, that provide a scientific baseline of information.
4. **Calls for Municipal Annexation:** Creates a planning timeframe for the annexation of the Aurora State Airport into the City of Aurora for municipal governance and the provision of urban infrastructure services to support growing operations at the Airport.

- **Recycling Improvements and Better Labeling:** Supported significant improvements to the standardization and accurate labeling of recyclable products through SB 582, and including non-flushable wipes that create expensive and unsafe sewer clogs for Public Works in Wilsonville and other community water treatment plants across Oregon as specified in HB 2344.
- **Support for Affordable and Vertical Housing Legislation:** The City provided testimony for both appropriate siting conditions for affordable housing in an industrially zoned area, which could facilitate an affordable housing project at the Wilsonville Transit Center, and support to clarify the conditions and increase exemption for more affordable housing.

City Opposed Legislation that Would Preempt Local Control or Impose Unfunded Mandates

- **Modified a potential costly SDC bill** by working with a broad coalition to remove a proposed provision for delayed payment of SDCs that could jeopardize homebuyers and City finances, and instead to support a compromise for a “housing costs study” that includes all factors contributing to housing costs, including SDCs and developer profit margin. The Community Development Department will need to post more information online about the City’s SDC methodology by January 1, 2022.
- **Stopped a bad land-use law that mandated that a City must annex territory** intended to expand the Urban Growth Boundary to provide so-called workforce housing and undefined workforce commercial at the UGB urban edge, where it would have been unsupported by easy access to public transit and commercial and social services.
- **Opposed unfunded mandate bills**, such as the Children’s Services District Bill, which could have created a new tax base for duplicated school services and library services, and created additional tax compression concerns for school and fire districts, while potentially increasing property taxes for unproven program needs.

There are many more examples of the scores of bills which were monitored, analyzed and acted on during 160 days of intense policy review. See the complete list in this report for more details on the specific bills the City lobby team monitored during the 2021 Legislative session. Overall, a record of accomplishment of the City’s Legislative goals, as outlined by the *City of Wilsonville/SMART 2021-22 State Legislative Agenda*.

PART II

Legislative Session Overview

The 2021 Session of the Oregon Legislature will go down as one of the most unusual in state history. Starting during the height of the COVID-19 pandemic, legislative committees met virtually for the 160-day session while the State Capitol remained physically closed to the public.

Citizens interacted with their elected representatives and their staff members only by phone, text and email. This was unprecedented, but sets the tone for future sessions, where a hybrid of in-person and virtual contact brings Oregonians and their elected legislators around issues in new ways, using technology to encourage testimony from distant places without long drives to give only two or three-minute oral testimony before a legislative committee. Bipartisan legislation was passed that codified similar remote sessions for all public bodies in Oregon permanently.

The Legislature experienced civil unrest in January, was moved to thoughtful action by national concern over the death of George Floyd, saw the expulsion of the first member in its history and the resignation of another member over founded allegations of sexual harassment, and the removal of a House Chair over allegations of improper conduct towards another member. Although censuring members has happened in other sessions, there has never been a session with so many, so public and so painful for the members involved, and so damaging to the reputation of the institution.

All of this happened in a context of bitter partisanship where the minority party purposely slowed down the legislative process by requiring the reading of every bill, and criticized the ‘closing’ of the Capitol at every opportunity. It has been a session churning with conflict, lacking the bipartisanship of previous sessions. A session where members of opposing parties had to work hard and show courage to find the middle ground necessary to build bipartisan consensus.

In spite of the challenges, much of the public’s business was done. Big public policy issues were heard, amended, passed into law. Support of police reform and social justice, addressing growing homelessness, funding mental health intervention, facilitating more affordable housing, implementing recycling reform, protection of public health through municipal water testing, responding to the pandemic’s economic destabilization, and wildfire recovery and prevention were all addressed with new laws passed this session. An historically large budget of \$29.4 billion was passed, a turn of events from a financial situation which looked bleak in January but was fleshed out by July with large infusions of resources from the federal government. This included \$2.6 billion in ARPA money for COVID-19 relief, American post-pandemic recovery, as well as record-level collection of state revenue, which precipitated activation of the “state kicker” to send money back to taxpayers.

In the course of this 160-day session, the City of Wilsonville worked in coalition with other cities and metro-area local governments to stop dozens of bills which would pre-empted city authority in governance and policy. Well-established Urban Growth Boundaries were protected and crucial System Development Charges will be studied and protected, saving the city from SDC collection problems, expense and administrative difficulty.

In dozens of bills, the City lobby team worked effectively with the League of Oregon Cities (LOC), the metro-area governments and other city lobbyists to head off bad legislation and support bills that helped all cities. This was coordinated through hours of weekly lobby meetings where information was pooled, contacts were coordinated, and policy was discussed in a professional, collaborative and cooperative process. By working together, Oregon's cities and metro-area governments were effective in meeting the challenges facing local governments in Salem, informing action to implement the elements of the City Council-approved Legislative Agenda.

The City benefitted, but had little local control, over the resources of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, but were given money directly, with more local control, by the American Rescue Plan Act (ARPA) where our city received direct federal support based on population, in addition to special project support selected by our Representative and Senator to address post-pandemic recovery of communities within the districts. As intended, the City will use the designated \$1.665 million in ARPA funds to meet public needs emerging from the pandemic in a way which will reach beyond this generation and this crisis, creating benefits well into the future for the people of Wilsonville.

Not since the New Deal of the 1930s have there been so many Federal resources directed to bring America back better after the major crisis of the pandemic and resulting economic destabilization. The City of Wilsonville has been on the forefront of these efforts, assisting citizens in receiving vaccination, stabilizing local businesses, as well as addressing the sewer, water and broadband needs to strengthen local government services for our citizens.

The 2021 Session of the Oregon Legislature will be recorded in history as a time of great conflict, recognition of injustice resulting in legislation to address historic racial wrongs, and restoration of the economy and public health; a time of partisan conflict and government rising to the challenges of the very turbulent time of restoration and change.

Fewer bills were considered by this legislature, but some of the bills that passed will be considered historic in context, spending federal dollars to meet the needs of Oregonians most in need.

In all, this was a session for the history books.

2021 Legislative Session Bills - By The Numbers

House Bills

Total House Bills Introduced	1465
Passed the House	404
Approved by Governor	251
Filed without Governor's Signature	0
Vetoed by Governor	1
Signed by Governor with Line Item Veto	0
Legislatively Referred to the People	0
Failed in Senate	1
Failed in the House	2

Senate Bills

Total Senate Bills Introduced	925
Passed the Senate	324
Approved by Governor	301
Filed without Governor's Signature	189
Vetoed by Governor	1
Signed by Governor with Line Item Veto	1
Legislatively Referred to the People	1
Failed in Senate	0
Failed in House	1

House Measures Other than Bills

House Joint Resolutions and Memorials Introduced	26
Approved by both Houses	1
Legislatively Referred to the People	0
House Concurrent Resolutions & Memorials Introduced	34
Approved by both Houses	13
House Resolutions & Memorials Introduced	6
Approved by House	2
Total House Measures Introduced	1531

Senate Measures other than Bills

Senate Joint Resolutions and Memorials Introduced	36
Approved by both Houses	5
Legislatively Referred to the People	0
Senate Concurrent Resolutions & Memorials Introduced	25
Approved by both Houses	13
Senate Resolutions & Memorials Introduced	2
Approved by Senate	0
Total Senate Measures Introduced	988

PART III
Priority Policy Bills for the City

Of the 2,519 bills and measures introduced, a dozen-plus bills/suites of bills were most relevant to the City of Wilsonville’s legislative priorities. This table lists these significant bills grouped by the City’s legislative topics. See PART IV for the table of all 2021 Legislative Session bills monitored by the City of Wilsonville lobby team. See PART V for more details on each bill.

Legislative Agenda Area	Topic/Issue	Bill Number	City Position	Outcome
Governance	Public Records	HB 2485	Monitored	Failed
Transportation & Transit Infrastructure	Willamette Falls Locks Authority bills - Establishment of Public Corporation and Funding	HB 2564, SB 5534	Supported with testimony	Passed
	I-5 Boone Bridge as a Priority ODOT Project eligible to tap into \$30 million/year funding	HB 3055 (Sections 130-131)	Supported with testimony	Passed
	Draft legislation to fund next phase of I-5 Boone Bridge project engineering; OTC allocated \$3.7 million in March	LC 3649	Supported with testimony	OTC acted first
Economic & Community Development	System Development Charges (SDCs) delayed payment, study	HB 3040	Supported as amended	Passed as amended
	Housing – near or outside UGB	HB 3072A	Opposed	Failed
	Housing – affordable/workforce on non-residential land	SB 8	Supported as amended with testimony	Passed as amended
	Housing – Affordable Near Fixed Transit Line	HB 2558	Monitored	Failed
Environmental Impact	Recycling Modernization – DEQ Bill	SB 582	Supported with coalition testimony	Passed
	Disposable Wipes Labeling to advise consumers not to flush	HB 2344	Supported with testimony	Passed
	Water – Harmful Algal Blooms/ In-state Water Testing	HB 2821, HB 3093, HB 3102	Supported with testimony	Funded in budget bill
	Water – Rights to Stored Willamette River Water/Study	HB 3103	Supported with testimony	Passed

Legislative Agenda Area	Topic/Issue	Bill Number	City Position	Outcome
Environmental Impact	Aurora State Airport public process bill	HB 2497	Requested hearing, sup- ported with letters	Not heard, highlighted issues

PART IV

Complete List of Legislative Bills Monitored

During the 2021 Legislative Session 2,519 measures were introduced, the City of Wilsonville lobby team actively monitored around 60 bills and suites of bills closely, taking direct action on 15 bills or suite of bills by submitting testimony to the committees.

See all of the bills we monitored in the following table. The bills are grouped according to the four priority policy areas outlined in the City Council's 2021-22 State Legislative Agenda: Governance, Transportation & Transit Infrastructure, Economic & Community Development, and Environmental Impact; then in numeric order within each policy area. Refer to PART V for the detailed summaries of each measure.

Outside of the four priority policy areas, at the specific request of the Wilsonville City Council, the City lobby team monitored the timely police reform bills that were considered during the 2021 session, most of which passed. The League of Oregon Cities staff coordinated city responses to this package of police reform bills for the many cities in Oregon that do have a police force; the LOC noted that while there may be parts of the legislation that will place a financial obligation on a city, other aspects provide cities long-term management tools that the LOC has been advocating for years.

On a related topic, Mental Health funding was a big priority for legislative leadership and our Wilsonville City Council, budgeting significant new money for grant programs to cities through the Oregon Health Authority for a community mental health program. Cities may apply for grants to pair law enforcement services with mobile crisis intervention teams at the community level, addressing mental health through thoughtful community policing.

There were three significant budget bills that included funding for specific projects of concern to the City of Wilsonville that are also included in the table. Rarely has there been so much new program money, much of which came from the federal American Rescue Plan Act, which was legislatively directed to needs identified by legislators and the full funding of state programs which were previously thought to be facing pandemic related budget cuts.

As the Oregon economy recovered from the economic shock of the pandemic, the Revenue Forecast in May showed that collected state revenues exceeded budget projections triggering the 'kicker' to return tax revenues to taxpayers, while providing expected revenue levels to fully fund the state budget. This was an unexpected surprise which provides both revenue and optimism for full restoration of the Oregon economy.

Complete List of Legislative Bills Monitored by the City of Wilsonville

Legislative Agenda Area	Topic / Issue	Bill Number	City Position	Outcome
Governance	Homeless - "Right to Rest"	HB 2367	Monitored	Failed
	Public Records	HB 2485	Monitored	Failed
	Public Meetings - Remote Access codified	HB 2560	Monitored	Passed
	Homeless - Camping on public property and noticing by police	HB 3115, HB 3124	Monitored	Passed
	State Legislative Redistricting and Federal Congressional Reapportionment have new September 2021 deadline	SB 259	Monitored	Passed
	Children Services Districts establishment	SB 299	Monitored	Failed
	Homeless - Unclaimed Property	SB 410	Monitored	Failed
Transportation & Transit Infrastructure	Electric Vehicle support	HB 2165	Monitored	Passed
	Willamette Falls Locks Authority bills - Establishment of Public Corporation and Funding	HB 2564, SB 5534	Supported with testimony	Passed
	I-5 Boone Bridge as a Priority ODOT Project eligible to tap into \$30 million/year funding (Transportation Omnibus bill)	HB 3055 (Sections 130-131)	Supported with testimony	Passed with Boone Bridge included
	I-5 Boone Bridge Project to name adjacent French Prairie 'Bike-Ped-Emergency' Bridge as alternative transportation facility	HB 3065	Amendment supported with testimony to legislature and OTC	Failed, amendment not considered
	Draft legislation to fund next phase of I-5 Boone Bridge project engineering; OTC allocated \$3.7 million in March	LC 3649	Supported with letter	OTC acted first
Economic & Community Development	Residential Mortgage Foreclosure Moratorium	HB 2009	Monitored	Passed

Legislative Agenda Area	Topic / Issue	Bill Number	City Position	Outcome
Economic & Community Development	Residential Rent Assistance - recovery and prevention funds	HB 2100	Monitored	Passed
	Housing – Affordable Near Fixed Transit Line	HB 2558	Monitored	Failed
	Property Tax Homestead Deferral	HB 2634	Monitored	Passed
	Healthy Homes Program grants for low-income housing	HB 2842	Monitored	Passed
	System Development Charges (SDCs) Study only	HB 3040	Supported as amended	Passed
	Housing – near or outside UGB	HB 3072A	Opposed	Failed
	Water and Sewer Rate Payer Assistance Fund	HB 3089A	Monitored	Failed
	Oregon Renewable Options Programs to qualified utilities	HB 3221	Monitored	Failed
	“Christmas Tree” Bill and ARPA funding - including Sherwood/Wilsonville unified Broadband project request	HB 5006	Supported with Request to Rep. Neron and Sen. Thatcher	Passed
	Housing – affordable/workforce on non-residential land	SB 8	Supported as amended with testimony	Passed
	Residential Rent Moratorium - Assistance applications pending	SB 278	Monitored	Passed
	Landlord Unpaid Commercial Rent Tax Credit - COVID-19 Recovery	SB 330A	Supported with coalition testimony	Failed
	Middle Housing needs analysis	SB 458	Monitored	Passed
	Prevailing Wages on Public Works Projects	SB 493	Monitored	Passed
Resiliency of Electric and Gas Utilities	SB 784A	Monitored	Failed	
Environmental Impact	Green Energy Tariff	HB 2021	Monitored	Passed

Legislative Agenda Area	Topic / Issue	Bill Number	City Position	Outcome
Environmental Impact	Disposable Wipes Labeling to advise consumers not to flush	HB 2344	Supported with testimony	Passed
	Recycled Paper Checkout Bag modified definition	HB 2395	Monitored	Passed
	Prohibits HOAs from requiring pesticide application	HB 2409	Monitored	Passed
	Aurora State Airport public process bill	HB 2497	Requested hearing, supported with letters	Not heard, highlighted issues
	Brownfields Redevelopment Fund	HB 2518	Supported with coalition testimony	Passed
	Willamette River Health bills	HB 2555/ HB 2725/ SB 857	Monitored	Failed
	Plastic Recycling of single-use	HB 2592	Monitored	Failed
	Water – Harmful Algal Blooms/ In-state Water Testing (Budget Reconciliation bill)	HB 2821, HB 3093, HB 3102	Supported with testimony	Funded in budget bill
	Household Toxics Disposal	HB 2955	Monitored	Failed
	Water – Rights to Stored Willamette River Water	HB 3103	Supported with testimony	Passed
	Harmful Algal Bloom funding for DEQ staffing & equipment - in Budget Reconciliation bill	HB 5042 (Section 93)	Monitored	Passed
	Banning single-use plastic serviceware	SB 14	Monitored	Failed
	Truth in Plastic Recycle Labeling	SB 581	Supported	Failed
	Recycling Modernization	SB 582	Supported	Passed
Wildfire Prevention	SB 762	Monitored	Passed	
Mental Health	Grants for community mental health mobile crisis intervention	HB 2417	Monitored	Passed

Legislative Agenda Area	Topic / Issue	Bill Number	City Position	Outcome
Police Reform	Prohibits law enforcement agencies from receiving military surplus equipment from federal government	HB 2481	Monitored	Passed
	Police training required in 'airway management'	HB 2513	Monitored	Passed
	Regulates use of chemicals by law enforcement	HB 2928	Monitored	Passed
	'Duty to Report' by police reporting on officer misconduct	HB 2929	Monitored	Passed
	Limitation on arbitrators decision-making concerning alleged officer misconduct	HB 2930	Monitored	Passed
	'Use of Force' database of law enforcement officers	HB 2932	Monitored	Passed
	Pre-certification prior to training	HB 2936	Monitored	Passed
	Inclusion of 'gender' on list of bias crimes	HB 2986	Monitored	Passed
	Establishes civil penalty for "doxxing"	HB 3047	Monitored	Passed
	Modifies 'unlawful assembly'	HB 3059	Monitored	Passed
	Modifies definition of 'interference' with an officer	HB 3164	Monitored	Passed
	Prohibits release of booking photos in most cases	HB 3273	Monitored	Passed
	Law enforcement ID in crowd management situation	HB 3355	Monitored	Passed
Spending Bills	"Christmas Tree" Bill State ARPA Funding earmarks	HB 5006	Monitored	Passed
	General Obligation Bonding - possible Broadband funding	SB 5505	Monitored	Passed
	Lottery Bond Funding - reopen Willamette Falls Locks	SB 5534	Monitored	Passed

PART V Post-Session Bill Summaries

This section contains a brief summary of all 60 bills, and suites of bills, monitored by the City of Wilsonville, listed in numeric order.

HOUSE BILLS

HB 2009 — Residential Mortgage Foreclosure Moratorium

Monitored. Passed.

Effective June 1, 2021

Chapter 106 (2021 Laws)

This bill requires lender to defer from collecting payments if lender and borrower cannot agree to a foreclosure avoidance measure. Requires lender to allow borrower to make deferred payments at the loan's scheduled end. Prohibits borrower from imposing charges, fees, default rate of interest or otherwise treat the borrower's missed payments as default during the COVID-19 emergency, and other provisions.

The new law gives the governor authority to extend twice in three-month increments, as needed.

HB 2021 — Green Energy Tariff supporting carbon-free electric system

Monitored. Passed.

Effective September 25, 2021

Chapter 508 (2021 Laws)

This bill requires retail electric providers to reduce greenhouse gas emission associated with electricity sold to Oregon consumers to 80 percent below baseline emissions levels by 2040.

HB 2021 establishes as state policy that electricity supplied to retail customers will reduce greenhouse gas emissions to zero and be generated in a manner that provides additional direct benefits to communities in Oregon by creating sustainable, meaningful living wage jobs, promoting workforce equity and increasing energy security and resiliency. It provides a regulatory framework and subsidies through the Community Renewable Investment Fund. This is a bill with major impacts on energy production, reduction of carbon in the environment and encouragement of local alternative energy production. It passed out of the Joint Committee on Ways and Means on June 18 with Yes-14, No-8. It had strong support in the House, though it passed the Senate by a narrow majority. This was the legislation preferred by cities that have climate policies.

HB 2100 — Residential Rent - COVID-19 Recovery Assistance for homeless or at risk of becoming homelessness

Monitored. Passed.

Effective September 25, 2021

Chapter 448 (2021 Laws)

This bill directs the Emergency Housing Account to assist homeless people or those who are becoming homeless through the Emergency Housing Assistance Program and the State Homeless Assistance Program. It also creates a Task Force on Homelessness and Racial Disparities, charged to find racial disparities and access to homeless services. The Senate amended this bill on the floor and returned it to House for concurrence vote. It passed the House by a 3:1, and the Senate by 2:1.

HB 2165 — Electric Utility Electric Vehicle Support

Monitored. Passed.

Effective January 1, 2022

Chapter 95 (2021 Laws)

This bill establishes the eligibility of low-income households for rebates to make owning electric vehicles more affordable and more accessible. To fund the cost of this residential electrification recharging infrastructure program, the Oregon Public Utility Commission (PUC) can encourage and approve electric companies of a certain size to collect an amount from all retail electric consumers. The PUC will allow the electric utilities to recover funds spent to build recharging infrastructure until it sunsets in 2031, as long as certain criteria are met. This initiative intended to remove barriers to electric car ownership will increase equity and also help with broader acceptance and participation.

This bill passed unanimously out of the House Committee on Energy and Environment, then went to the Joint Committee on Transportation by subsequent referral and passed by a 2:1, and finally passed both chambers by a healthy majority. It supports the Charge Ahead Electric Utility rebate program and brings recognition of and support to the role of electric vehicles in meeting Oregon climate and air quality goals by making the technology more accessible.

HB 2344 — Disposable Wipes Labeling to advise consumers not to flush wipes down

Supported. Passed.

Effective September 25, 2021

Chapter 181 (2021 Laws)

The City of Wilsonville testified on February 9 in favor of HB 2344, a bill that requires labeling on wipes to caution consumers not to flush wipes down the toilet, clogging pipes and sewer collection facilities. This practical measure passed the House on April 16 almost unanimously and the Senate on May 26 by 5:1.

Of note was the thoughtful testimony by Wilsonville citizen Odessa Akervall before the Senate Committee on Energy and Environment on May 11, a video entitled: "Save your Pipes, Don't Flush Wipes" which was considered by the lobby and the Senators to be excellent testimony on the topic. Thank you, Odessa, for your fine video and testimony!

HB 2367 — Homeless “Right to Rest”

Monitored. Failed.

The proposed Oregon Right to Rest Act would have prevented fines or criminal penalties to be imposed on public camping by providing recourse for violations through the Commissioner of Bureau of Labor and Industries (BOLI). It recognized that criminalizing public camping may compound the problems for persons experiencing homelessness. The city and LOC monitored this bill that had a public hearing and work session in the House Committee on Judiciary on May 13, but died in committee on adjournment.

HB 2395 — Modifies the definition of 'recycled checkout bag'

Monitored. Passed.

Effective May 17, 2021

Chapter 28 (2021 Laws)

This bill modifies the definition of ‘recycled checkout bags’ to include those that contain at least 40% non-wood renewable fiber or a combination of post-consumer recycled fiber. It was seen as a practical correction to HB 2509 (2019) by allowing 40% post-consumer recycled bags to be used by grocery stores in Oregon, creating a market for post-consumer non-wood fiber products.

A hearing was held on February 10 in the House Committee on Energy and Environment. The Committee passed the bill out unanimously on March 3 and the House passed HB 2395 by a Yes-54, No-3 vote. The Senate Committee on Energy and Environment passed the bill out by a Yes-4, No-1 and it passed the Senate Yes-20, No-5.

HB 2409 — Prohibits Homeowner Associations from requiring pesticide application

Monitored. Passed.

Effective January 1, 2022

Chapter 64 (2021 Laws)

This bill prohibits homeowners associations from requiring pesticide application on a homeowner's property, except as necessary for ecological or public health reasons. The bill sponsored by Representative Neron gives homeowners a right to refuse pesticide applications on lawns and landscaping except in certain excepted circumstances.

The bill received a favorable hearing in the House Committee on Housing on February 2 and passed out of the Committee by an unanimous vote on March 25 and was passed by the House on April 10 by a Yes-43, No-3 vote.

The Senate Committee on Housing and Development took up the bill on April 29 and passed it out by a vote of Yes-4, No-1. The Senate passed HB 2409 on May 10 by a vote of Yes-26 Yes, No-2.

HB 2417 — Oregon Health Authority grants to cities for community mobile mental health crisis intervention teams

Monitored. Passed.

Effective July 1, 2021

At Governor's Office Awaiting Signature

This bill allocates \$10 million from General Fund for grants to be distributed to counties who apply to establish and maintain mobile crisis intervention teams. These intervention teams will work in coordination with police at the city level. This could be a program of interest for the City of Wilsonville.

HB 2481 — Prohibits law enforcement agencies from receiving military surplus equipment from the federal government

Monitored. Passed.

Effective September 25, 2021

Chapter 225 (2021 Laws)

This bill prohibits law enforcement agencies from receiving certain military surplus equipment from the federal government including grenades, grenade launchers, firearm silencers, armored or weaponized unmanned aircraft and combat configured aircraft. The law prohibits the use of federal funds to purchase federal military surplus, and requires a law enforcement agency to get written approval from the governing body that oversees it or, in the case of a county sheriff, to notify the public five days before a purchase.

HB 2485 — Public Records Bill

Monitored. Failed.

This bill was brought at the request of the Society of Professional Journalists to require that any public record prepared, owned or used by a public body would be available for public inspection, with certain exceptions and that any costs to government to provide these records could be recovered from the requestor, except for professional journalists whose requests would be considered in the *public interest* and thus reduced by 50%.

The bill was seen as a burden to government generally and especially for local governments like cities and special districts. It was debated in the House Committee on Rules where it was held up in mid-June. The City opposed this bill, monitoring it to see if it would move. HB 2485 died in committee upon adjournment.

HB 2497 — Aurora State Airport public process bill

Supported. Did not receive a public hearing. Introduction of this bill raised public awareness of Aurora Airport concerns; Department of Aviation starting a new Master Plan.

This bill would have prohibited the expansion of the Aurora State Airport unless under an intergovernmental agreement between the Oregon Department of Aviation, Clackamas County, Marion County, City of Aurora, and City of Wilsonville. The cities of Wilsonville and Aurora supported this legislation and proposed some amendments.

While it died in the Joint Committee on Transportation without a hearing, it brought legislative and public attention to the history of problems that the Department of Aviation and the Aurora

Airport have had with the local communities and fair, transparent public process, so much of what was requested in the bill was accomplished without legislation.

HB 2513 — Requires officer training in awareness of respiratory, circulatory and cardiac difficulties *Monitored. Passed.*

Effective January 1, 2022

Chapter 294 (2021 Laws)

This bill will require police officers to be trained in airway and circulatory anatomy and physiology and certified in cardiopulmonary resuscitation and requires officers to immediately request medical assistance for a restrained person experiencing respiratory or cardiac difficulties. This bill was sponsored by Representative Greyber, a firefighter and paramedic by profession, at the request of Tigard Mayor Jason Snider, a former paramedic, who said he often had to ask officers to reposition restrained patients so that he could better manage their airway.

HB 2518 — Brownfields Redevelopment Fund *Supported. Passed.*

Effective September 25, 2021

Chapter 529 (2021 Laws)

The City of Wilsonville voiced early support of the Brownfield Redevelopment Fund and the establishment of a separate sub-account to provide resources to pay the cost of redevelopment grants of up to \$250,000 to build affordable housing, clean up former gas station sites and establish electric car recharging station in developed parks, natural areas or health care facilities on former industrial brownfield sites.

The initial request of \$5 million was well received, and in the end a much greater sum of \$25 million was committed to this fund. Once approved, grants may be issued as a conditional zero interest loan with 100 percent forgiveness upon proof of completion. If funded, a project must conduct clean-up and redevelopment under the supervision of the Department of Environmental Quality, focusing resources in high poverty census tracts and areas that will benefit BIPOC communities. HB 2518 was voted out of the Joint Committee on Ways and Means with a unanimous vote on June 17 with the A2 amendment. It passed the House unanimously and passed the Senate with a strong majority vote of Yes-24, No-4. Business Oregon will write the implementation rules, with an effective date of September 25, 2021 for this new law.

HB 2555/HB 2725/SB 875A — Willamette River Health bills *Monitored. Failed.*

The regulation of the weight of wake boats in the Willamette River has been one of the most contentious issues of the 2021 Legislative Session, creating a vocal conflict between wake surf enthusiasts and environmentalists and river front property owners. In the 2019 Session, two bills passed to make the environmental effects of recreational boating a policy responsibility of the Oregon State Marine Board. At the same time a 'towed watersports' permit was established for wake and surf boats to regulate this activity in the Newberg Pool Area of the Willamette River.

SB 2555 was introduced to clarify Oregon State Marine Board rules concerning the maximum weight of surf producing boats on the Newberg Pool to be 4,000 pounds or less, rather than the 10,000 pound limit set by Marine Board rule. The identical bill (different sponsor) HB 2725 was heard in the House Committee on Natural Resources on March 9 and called up for a work session on April 13, but was pulled from consideration by the Committee Chair when it was determined that the bill was two votes short of passage out of committee. But that was not the end of consideration of this important Willamette River environmental issues. When it looked like the House bills were not going to move, Senator Bill Kennemer introduced SB 857.

This late session push for SB 875 resulted in a hearing in the Senate Committee on Rules on June 1, and the -7 amendment which increased the proposed maximum weight from 4,000 to 5,000 pounds, narrowed the activity to just wake surfing and gave a more precise river mile description of the Newberg Pool. These modifications were enough to earn passage out of Rules by a vote of Yes-3, No-1. The Senate passed SB 857 on June 21 by a vote of Yes-22, No-6. SB 857A passed out of the House Committee on Rules on June 24, but died when Republican members of the House Committee on Rules announced their intention to prepare a Minority Report, which takes two days to process, putting the bill beyond the Session deadline.

The unresolved Wake Boat regulation issue will likely return in future sessions.

HB 2558 — Allowing housing near fixed transit lines

Monitored. Failed.

This bill proposed by Lane Transit District would have required local governments to allow certain residential development within a one-eighth mile of fixed guideway corridor. The City monitored this bill that could impact cities along the WES line, but determined that should Wilsonville decide to do this, it already had the necessary authority. Ultimately, the City opposed the bill at the request of neighboring cities on the grounds that it could preempt local authority, but it died in committee without the City needing to testify.

HB 2560 — Public Meetings - Remote Access for governing bodies becomes permanent

Monitored. Passed.

Effective January 1, 2022

Chapter 228 (2021 Laws)

This bill will make the COVID-related emergency measures for remote access to public meetings permanent, specifically requiring that all meetings remain accessible remotely by technological means (phone and/or video conference) to the extent that it is reasonably possible, providing the opportunity for members of the public to submit oral and/or written testimony at public meetings.

Section 3 of the bill applies to the “governing body of a public body” so it will apply to city councils, and in cases where the city operates a separate governing body such as an urban renewal board, as the City of Wilsonville does, it will apply to that as well. Section 4 applies to “hearings” conducted under ORS 197 and parts of ORS 215. Compliance is required when determined to be reasonable, which has not been defined or tested yet. It was not intended to be burdensome from a cost perspective, nor interfere with the conduct of the meeting. As most

local governments have already adapted to the COVID-related remote access requirement, permanently extending the requirement should not create a substantial burden.

The public hearings on this bill saw an outpouring of support from individuals and organizations across the state in favor of making this pandemic-related ‘emergency measure’ permanent. Citizens, advocates and policymakers alike saw the value of remote access over the past year as more people with limits to their mobility, time, or other resources were encouraged to engage remotely. The bill passed both chambers with strong bipartisan support.

HB 2564, SB 5534 — Willamette Falls Locks Authority Established and bonding authority
Supported. Passed.

Effective June 11, 2021

Chapter 229 (2021 Laws)

This bill was recommended previously by the Willamette Falls Working Group and the Willamette Falls Locks Commission, but held over from the 2019 Legislative Session by the late-session walk-out. The recommendation was to establish the Willamette Falls Locks Authority as a public corporation to receive title to the Willamette Falls Locks from the United State Corps of Engineers and prescribes the duties of authority. The bill also modifies the duties of Willamette Falls Locks Commission going forward, and sunsets the Commission on June 30, 2022.

On February 11, the City submitted testimony in support of HB 2564 to establish the Willamette Falls Locks Authority. HB 2564 passed the Joint Committee on Transportation but was called back from the Senate floor to be amended to clarify that the public corporation would be subject to the prevailing wage. Under the emergency clause, the new law became effective on June 11, 2021.

On May 7, the City submitted testimony in support of the Capitol Construction Funding bill, SB 5534, which authorizes issuance of lottery bonds and appropriates money for projects financed by strategic use of state funds to leverage federal infrastructure investment, and was amended to include funding authority for the new public corporation established to reopen the Willamette Falls Locks. Under the emergency clause, the new law became effective on June 26, 2021.

The City of Wilsonville has a longstanding policy to support the reopening of the Willamette Falls Locks to provide a connection between the upper and lower Willamette River for recreation, commercial and use in disaster recovery. The authority and funding for reopening passed this session significantly furthers this regional project.

HB 2592 — Plastic Recycling, especially single-use items
Monitored. Failed.

This bill would have required producers to form or join extended producer responsibility programs for packaging food serviceware and printing and writing paper, but it did not get a public hearing. SB 14 had a similar purpose but also failed. This issue may be addressed in the Recycling Modernization Task Force set forth by SB 581, and possible subsequent legislation in future sessions.

HB 2634 — Homestead Property Tax Deferral

Monitored. Passed.

Effective September 25, 2021

Chapter 535 (2021 Laws)

This bill allows surviving spouse or disabled heir of individual whose homestead was granted deferral under homestead property tax deferral program to continue deferral without having owned or occupied for five years.

HB 2821, HB 3093, HB 3102 — Harmful Algal Blooms, In-state Water Testing

Supported all bills. All bills failed, but equipment and staff funded in budget bill.

The City of Wilsonville, which draws water from the Willamette River, has been impacted by Harmful Algal Blooms (HABs), and will likely be in the future. The City was strongly supportive of this suite of bills addressing HABs. Specifically, the City supported: In-state Water Testing Policy, Study and Testing to protect public health, and a better system of informing the public during a HAB event. Although none of the bills passed, the staff and cyanotoxin autoanalyzer equipment for the Department of Environmental Quality (DEQ) were subsequently funded through the Budget Reconciliation bill at the end of the session.

HB 2821 named HABs as a menace to public health and would have directed the Oregon Health Authority to study, monitor and develop a response strategy including public information on the hazards and ways to reduce this pollution. This policy bill died in the House Committee on Water.

HB 3093 directed the DEQ to study HABs and to report back to the Oregon Legislature by September 2022 with a better understanding of the causes and how to deal with them from an environmental perspective.

HB 3102 directed the DEQ to purchase a cyanotoxin autoanalyzer to conduct fast, accurate in-state testing, so that water treatment plants across Oregon can make appropriate adjustments and that citizens can be informed about water quality issues in a timely way. The City of Wilsonville has strongly supported in-state water quality testing to respond to the HABs that we and other cities in the Willamette River Basin have experienced in recent years. As the incidence of HABs in municipal water systems increases in the future, the ability to do in-state testing will become even more critical to public health.

HB 3093 and HB 3102 were heard in the House Committee on Water on March 11 and were referred to the Joint Committee Ways and Means. In the end, none of the bills passed, but the importance of in-state testing was recognized and funding was secured and allocated for the DEQ staffing and autoanalyzer equipment through the Budget Reconciliation Bill at the end of the Session.

HB 2842 — Establishes Healthy Homes Program grants to low income households for homeowner improvements

Monitored. Passed.

Effective September 25, 2021

At Governor's Office Awaiting Signature

This bill provides grants through the Oregon Health Authority to eligible low-income families to provide financial assistance to low income households and communities impacted by environmental justice factors as defined by this act, and to landlords for the repair and rehabilitation of residential dwellings.

HB 2928 — Regulates use of chemical incapacitants by law enforcement

Monitored. Passed.

Effective September 25, 2021

Awaiting Chapter Number Assignment at SOS

This bill regulates the use of chemical incapacitants, kinetic impact projectiles and sound devices by law enforcement agencies.

HB 2929 — Officers required to report law enforcement misconduct

Monitored. Passed.

Effective January 1, 2021

Chapter 238 (2021 Laws)

This bill outlines law enforcement officers' 'Duty to Report', including intervening and reporting any behavior by other officers that they know, or reasonably should know, to be misconduct. Officers must report the misconduct to a superior or to the state Department of Public Safety Standards and Training within 72 hours of the incident. HB 2929 adds violations of minimum standards for physical, emotional, intellectual and moral fitness to the reporting requirements.

HB 2930 — Limitation on arbitrators decision-making concerning alleged officer misconduct

Monitored. Passed.

Effective June 26, 2021

Chapter 541 (2021 Laws)

This bill limiting arbitration of alleged officer misconduct was opposed by the League of Oregon Cities and the Metropolitan Mayors because it intervened in contract-determined procedures limiting the ability of cities to enforce conduct-related arbitrations. As with the other Policing bills, the City of Wilsonville only monitored this bill.

HB 2932 — 'Use of Force' database of Oregon law enforcement officers

Monitored. Passed.

Effective July 1, 2021

At Governor's Office Awaiting Signature

This bill sets forth a mandate for Oregon's Department of Public Safety Standards and Training to create a statewide background check process for law enforcement agencies.

HB 2936 — Pre-Certification Prior to Training

Monitored. Passed.

Effective January 1, 2022

Chapter 299 (2021 Laws)

This bill requires the Department of Public Safety Standards and Training to investigate a person's character before accepting person for training and certification as police officer or reserve officer.

HB 2955 — Household Toxics Disposal

Monitored. Failed.

This bill proposed to protect public health and environmental quality by responsibly collecting, handling, and disposing of hazardous materials, while ensuring that responsibility for management of these materials lies with those who produce, sell, and use them rather than with the general public.

Supported by Metro, as appropriate and safe disposal of household toxics has long been a mission of Metro, a program such as this would also be in the best interest of municipal wastewater agencies.

HB 2986 — Gender to be included in list of bias crimes officers trained to address

Monitored. Passed.

Effective January 1, 2022

Chapter 246 (2021 Laws)

This bill adds “gender” to the list of bias crimes officers must be trained to investigate, identify and report. Strengthens enforcement against bias crimes through training.

HB 3040 — System Development Charges

Monitored closely, supporting Study. Passed.

Effective July 19, 2021

Chapter 544 (2021 Laws)

The legislature has been very interested in the means to provide more housing for Oregonians. During the last several sessions the Oregon State Homebuilders and others have indicated that System Development Charges (SDCs) are a major cost driver for housing and should be targeted for reform, although studies show that SDCs account for only a small portion of the increase in housing costs. To address these concerns, the House Committee on Housing formed a Task Force to review SDC policies. HB 3040 was the product of this Task Force and provided a framework for an Interim Study of the System Development Fees.

In March the -6 amendment was proposed which would have shifted when SDCs are payable to cities from the time of issuance of building permits to the time the Occupancy Permit was issued. The City of Wilsonville, the League of Oregon Cities and many other Oregon cities responded with strong opposition to this ‘shifting time of payment’ amendment.

The -6 amendment was dropped, and HB 3040 moved forward as an Interim Study, to be conducted during the 2021-2022 Interim. A work session in the Joint Committee Ways and

Means was held on June 18 with consideration by both chambers occurring during the final week of the session. Through strong coalition lobbying with LOC and other city partners like Sherwood, Wilsonville worked to make the final bill better. We will monitor and report on the result of the Interim Study.

HB 3047 — Civil penalties for “doxxing”

Effective June 15, 2021

Chapter 300 (2021 Laws)

This bill establishes civil penalties for improper disclosure of personal information, commonly known as “doxxing”. As defined, doxxing includes law enforcement releasing photos and personal information of persons arrested for a crime, even if the charges are dropped and the persons are released; in the past year this has led to numerous complaints from persons arrested by Portland Police that lives have been negatively impacted to varying degrees. This also ties in to HB 3273 pertaining to limiting the release of booking photos prior to conviction.

Doxxing has also been used by individuals to attack opponents over political differences. While there is certain information about people, especially public figures, that is available in public records, this legislation which has been introduced in several previous sessions and received bipartisan support, before finally passing this session is an attempt to prevent, and offer recourse for, coordinated attacks and cyberbullying of individuals.

HB 3055C — Boone Bridge Rebuild (Sections 130-131)

Supporting as amended. Passed.

Effective September 25, 2021

At Governor's Office Awaiting Signature

This is the 2021 Session Transportation Omnibus bill that has designated I-5 Boone Bridge as a Priority ODOT Project, making it eligible to tap into \$30 million/year funding. Previously, the City of Wilsonville successfully lobbied for a Budget Note on HB 5050 (2019) to fund a technical report following up on the 2018 I-5 Wilsonville Facility Plan. ODOT submitted the resulting I-5 Boone Bridge and Seismic Improvement Project report to the Legislature in January 2021. Rather than estimating the cost of improving the 67-year-old bridge, while also seismically retrofitting it, the report recommended that the Boone Bridge would need to be replaced at a cost of \$450 to \$550 million, and subsequently listed the Boone Bridge Rebuild as part of a package of congestion relief projects which may be paid for by tolling of new transportation infrastructure on I-5.

The Boone Bridge language was originally included in HB 3065, which did not move out of the Joint Committee on Transportation. The Boone Bridge language was amended into HB 3055, which did move out of the Joint Committee on Transportation in June to the Joint Committee on Ways and Means, and then to the Ways and Means Subcommittee on Transportation and Economic Development. Many proposed amendments were considered and due to amendments adopted in the Senate, the bill was returned to the House for a reconciliation vote to resolve policy conflicts. The long term funding of the rebuilding of the Boone Bridge is tied to new revenue and will be considered in the context of the metro area congestion reduction suite of projects.

HB 3059 — Modifies ‘unlawful assembly’ law

Effective January 1, 2022

Chapter 250 (2021 Laws)

This bill modifies the ‘unlawful assembly’ law so that an officer is no longer required to declare an ‘unlawful assembly’ of five or more persons, and that if they do, the officer is not required to arrest persons, but may arrest them for any unlawful activity constituting an offense.

HB 3065 — Clarification of I-5 Boone Bridge Highway Project to Request Naming of Adjacent French Prairie ‘Bike/Ped/Emergency’ Bridge Facility

Supported amendments. Monitored base bill which died in committee.

This bill was a transportation funding bill that died in the Joint Committee on Transportation. While it was still in play, the City requested Representative Neron to sponsor two amendments to HB 3065, first to prioritize the Boone Bridge Rebuild project (which became a proposed amendment to HB 3055, which did pass as amended), and second to define the French Prairie ‘Bike/Ped/Emergency’ Bridge as part of the Boone Bridge Rebuild.

This amendment raised the profile of the City's recommendation to make the French Prairie Bike/Ped/Emergency Bridge part of the Boone Bridge Rebuild, but died when HB 3065 did not move out of the Joint Committee on Transportation. The City will continue to work with ODOT and the Oregon Transportation Commission to support the Boone Bridge Rebuild and the association of the French Prairie Bike/Ped/Emergency Bridge with the Boone Bridge Rebuild.

Representative Boshart Davis asked all cities who testified in support of HB 3065 to address three questions, which the City submitted in writing on May 13. Although the amendments died with the base bill, the need for a safe, Bike/Ped transportation alternative (other than walking or bike-riding on the shoulder of I-5) remains a mandate of federally funded bridges. The alternative transportation route may be incorporated directly into the design of the auto-centric highway bridge project, but the hope is that the concept of the companion French Prairie Bike/Ped/Emergency Bridge located nearby will gain traction, and eventually acceptance.

The city sent a letter to the Speaker and the Chairs of the Joint Committee on Transportation on May 20 in support of HB 3065-8, identifying the French Prairie Bridge as the Bike/Ped alternative for the Boone Bridge Rebuild, and requesting it be heard. HB 3065 failed to move forward due to larger concerns over the issue of tolling of I-5 facilities.

HB 3072A — Housing near or outside UGB

Opposed. Failed.

This bill proposing to allow expansion of Urban Growth Boundaries for ‘workforce housing’ was promoted by real estate interests and would have pre-empted the authority of local and regional governments. North Villebois was specifically mentioned in the testimony; the City met with proponents to clarify the intentions of the bill and to reinforce that the City could not support legislation that would put development in areas that are not appropriate for workforce housing. The bill died in the House Committee on Rules on adjournment.

HB 3089A — Public Drinking Water and Sewer Rate Payer Assistance Fund

Monitored. Failed.

This bill would have provided \$14 million of ARPA funds to be allocated for water sewer rate assistance. If passed, the Oregon Health Authority would have been responsible for providing access to funds through qualified community action agencies.

HB 3103 — Transferability of Stored Willamette River Water Rights

Monitored. Passed.

Effective July 1, 2021

Awaiting Chapter Number Assignment at SOS

The City of Wilsonville strongly supported HB 3103, a bill that corrects the unintended consequences of legislation passed in 1995 which came about by modifying the term water “right” to water “use”. This had caused the Oregon Water Resources Department (OWRD) to determine that they lacked authority to administratively transfer the stored water from one type of use to another.

HB 3103 corrects this and gives the OWRD the ability to transfer stored water to a more beneficial use, in some cases for Willamette River System water to be used for municipal use. The state of Oregon must use a “transfer” to access this stored water for the highest beneficial use of the water. HB 3103 corrects this to allow the beneficial use of Willamette Basin water.

Passed from House Committee on Water on April 13 by Yes-3, No-2, then sent to the Joint Committee on Ways and Means’ Subcommittee on Natural Resources on June 16 for a work session, and finally passed out of Joint Ways and Means on June 22 on Yes-18, No-4 vote. It passed both chambers by 2:1. This bill also approved \$485,100 from General Funds for the Water Resources Department to conduct the study of the stakeholders.

Related, Congressional bipartisan approval of the Water Resources Development Act (WRDA) in 2020, will be providing substantial funding for water infrastructure across the country, including in Oregon, in the coming years.

HB 3115, HB 3124 — Homeless - Camping on public property, *noticing* by police

Supported as amended. Passed.

Both Effective June 23, 2021

Chapters 370 & 371 (2021 Laws)

HB 3115 codifies into law a general direction to Oregon cities and counties concerning how they may legally respond to issues of homelessness and occupation of public property. The bill was passed in response to a growing number of homeless, and the issues surrounding homelessness throughout Oregon. The law was also likely passed to help cities and counties address the Ninth Circuit Court of Appeals decision in the case of *Martin v. City of Boise*. This bill was developed as a compromise by the League of Oregon Cities and homeless population advocates. It ensures that local regulations affecting the ability of a person experiencing homelessness to sit, lie, sleep, or keep warm and dry must be objectively reasonable based on the totality of the circumstances. The bill reads, in pertinent part: “Any city or county law that regulates the acts of sitting, lying, sleeping or keeping warm and dry outdoors on public property that is open to

the public must be objectively reasonable as to time, place and manner with regards to persons experiencing homelessness.”

HB 3115 provides a general framework for cities to update or develop new ordinances to manage public space and gives time to support intentional community conversations to inform those ordinances. It confirms cities’ obligation to manage public spaces for the benefit of the community, while still protecting the safety and dignity of people experiencing homelessness. While the bill provides local flexibility in determining how to be compliant with this new law and existing case law, it also includes an award of attorney fees if a city’s management is found to be “unreasonable” based on its “time, place and manner” restrictions.

A companion bill, HB 3124, increases the time that written notice must be posted before removal of homeless individuals from established camping sites. The bill requires written notice of how individuals may claim personal property removed from a camping site, and also increases recipients of unclaimed personal property from evicted camping sites, including charitable corporations. It also allows for local laws that are more specific or provide greater protections to homeless individuals than are otherwise provided in this bill.

Wilsonville response to HB 3115 and HB 3124 is: “The City is working actively with social service agencies, the Sheriff’s Office, and our Community Center to address issues of helping community members in need.

The City recognizes that there are many reasons for homelessness and will attempt to conduct welfare checks on those who may be in need. The City works with Clackamas County, as the lead social service agency, and the Sheriff’s Office to provide assistance, as is necessary and available for a range of issues, including behavioral health, alternative living arrangements, and others.

The City will update various ordinances based on the recently passed legislation by the Oregon Legislature, following the direction articulated in the *Boise* case.

The City will engage community members and stakeholders in conversations as we move forward, recognizing that public safety and health is of paramount importance.

The City can also work closely with the County and other partners to advance a more integrated program of behavioral health and law enforcement to positively address the many issues surrounding homelessness and alternative living arrangements.” *(Bill descriptions and interpretation excerpt from City of Wilsonville Legal Counsel, Barbara Jacobson)*

HB 3164 — Modifies definition of ‘interference with an officer’

Monitored. Passed.

Effective June 2, 2021

Chapter 254 (2021 Laws)

This bill modifies the crime of interfering with a peace officer or parole and probation officer. It clarifies that it does not apply to passive resistance, thus narrowing the scope of ‘interference’.

**HB 3221 — Public Utility Commission authorizes increased choice for resiliency
Monitored. Failed.**

This bill would have given the Oregon Public Utilities Commission the ability to allow cities, tribes and special districts more choice over the source of energy alternatives through the Oregon Renewable Options Program, increasing resiliency and helping utilities meet carbon goals. It passed the House Committee on Water on April 6 by a Yes-7, No-1. It died in the Ways and Means Subcommittee on Transportation and Economic Development upon adjournment.

Although this bill failed, the concept is likely to reemerge in future session as utility resilience and carbon goals continue to be prioritized.

**HB 3273 — Prohibits law enforcement agencies from releasing booking photos in most cases
Monitored. Passed.**

Effective January 1, 2022

Chapter 374 (2021 Laws)

This bill prohibits law enforcement agencies from releasing booking photos except in specific circumstances, such as to the person in the photo, to another law enforcement agency, if it is necessary to help catch a fugitive, or if the person in the photo is convicted. This addresses concerns by persons who are arrested, especially where the charges are subsequently dropped, but damage may already be done to reputations by premature release of booking photos (as well as the damage of releasing other personal information as outlined in HB 3047, which also passed, pertaining to prevention of “doxxing” by law enforcement and by individuals, and discouraging of doxxing with establishment of civil penalties).

HB 3355 — Law Enforcement Identification requirements specified for crowd management

Effective June 15, 2021

Chapter 306 (2021 Laws)

This bill specifies the type of identification required on the uniforms of law enforcement officers working in crowd management.

HB 5042 — Budget Reconciliation bill - Harmful Algal Bloom funding for DEQ staffing & equipment

Effective date April 8, 2021

Chapter 4 (2021 Laws)

In April, funding for the Department of Environmental Quality (DEQ) staffing & equipment for Harmful Algal Blooms (HABs) was incorporated into the HB 5042, the Budget Reconciliation bill for the biennium ending June 30, 2021. It is listed as a line item for the DEQ in Section 93. This will aid in getting the in-state testing up and running sooner. The City of Wilsonville supported the original legislation and will continue to closely monitor the progress of this and other recommendations that came out of the HABs Work Group that city staff participated in with other stakeholders from across the state.

**HB 5006 — “Christmas Tree” Bill/ARPA Funding earmarks for unified Broadband request
Monitored. Passed.**

Effective June 26, 2021

At Governor's Office Awaiting Signature

The part of this Emergency Board Budget bill monitored closely is that pertaining to the federal American Rescue Plan Act Funding (ARPA). The federal legislation became effective on March 11, 2021 and is anticipated to bring \$2.6 billion to the State of Oregon.

The Co-Chairs of the Joint Committee on Ways and Means proposed a budget framework which protected current state services from reductions and provides \$780 million for new, urgent investment to revitalize the Oregon economy, providing workers and families the resources they need to recover from the impacts of the pandemic. ARPA provides direct resources to the state and cities and counties. Wilsonville will receive \$5,079,132 in direct ARPA payments that must be spent within the prescribed U.S. Treasury guidelines.

Additionally, each state senator directed \$4 million to specific community needs and each Representative directed \$2 million to community needs. Wilsonville determined that strengthening Broadband for underserved communities was the greatest need and partnered with Sherwood and King City to make a unified request. Senator Thatcher committed \$665,000 for this unified broadband proposal and Representative Neron committed \$1 million for Broadband and any unmet business stabilization needs.

The \$1.665 million in ARPA funds for the Broadband project will be distributed in two parts, first in October 2021 and the second in early 2022. The communities have four years to spend this money per the U.S. Treasury and state fiscal guidelines.

CARES and ARPA, two of the biggest Federal community fiscal support programs for local government since the New Deal of the 1930s, are designed to promote a swift, balanced economic recovery that repairs pandemic-related economic damage to families, communities and state and local governments.

LC 3649 — Draft legislation for I-5 Boone Bridge project engineering next phase

In February, at the request of the City of Wilsonville, Representative Neron initiated Legislative Concept 3649 to secure funding for the next phase of the Boone Bridge Rebuild, specifically to prepare the project for infrastructure funding, including bonding through the State of Oregon, as well as federal infrastructure dollars that are likely to become available when Congress passes the anticipated infrastructure funding bill this year.

In March, the Oregon Transportation Commission authorized a \$3.7M STIP reallocation for ODOT to advance the next phase of engineering design of the I-5 Boone Bridge and Seismic Improvement Project, helping the City to meet a strategic objective and making introduction of LC 3649 unnecessary, so it never received a bill number.

SENATE BILLS

SB 8 — Allowing workforce/affordable housing on non-residential land

Supported as amended. Passed.

Effective January 1, 2022

Chapter 385 (2021 Laws)

This bill will require local governments to allow the development of certain affordable housing on specifically zoned lands. As amended, this bill will allow housing on some lands not already zoned for residential uses. It allows establishment of certain affordable housing at increased density. It expands availability of attorney fees for applicants developing affordable housing and local governments prevailing at Land Use Board of Appeals or on appeal from the board. City of Wilsonville staff provided expert planning advice which helped make the final bill more workable for cities.

SB 14 — Banning single-use plastic serviceware

Monitored. Failed.

A key environmental priority, this bill banning single-use plastic serviceware had three public hearings and significant opposition from business groups. When the bill didn't move, there was hope that single-use plastics would be addressed in the comprehensive Recycling Modernization bill, SB 582, but it wasn't specifically, so more work will need to be done. This is likely to come back next session in the form of a ban on single-use plastics. HB 2592 had similar goals but also failed.

SB 259 — Redistricting deadline changed to accommodate delayed U.S. Census data

Monitored. Passed.

Effective June 25, 2021

Chapter 385 (2021 Laws)

Due to anticipated delay in receipt of U.S. Census data to the State of Oregon, the process for both Federal Congressional Reapportionment and State Legislative Redistricting were deferred to a late September 'special session'. This bill made an exception to the Oregon Constitution to reschedule Federal Congressional Reapportionment to align with State Legislative Redistricting, which are both now due to be finalized by the Oregon Legislature and signed by the Governor by the end of September.

SB 278 — Residential Rent Assistance - new program transitions renters beyond expiring eviction moratorium

Monitored. Passed.

Effective June 25, 2021

Chapter 420 (2021 Laws)

The state eviction moratorium expires on June 30, 2021. This bill provides new a rental assistance fund and includes a 60-day safe harbor - a transition for those still unable to pay rent due to the pandemic, if they have already applied for assistance before the moratorium expires. If residential renters apply for rent assistance and notify their landlord of their pending application, this protects them from eviction while their paperwork is being processed.

The -10 amendment increases the assistance from 80% to 100% coverage for those approved. This bill passed unanimously in the House. The Senate passed this bill nearly unanimously: Yes-26, No-3.

SB 299A — Services Districts for Children

Monitored. Failed.

This bill would have authorized formation of Children's Special Districts and provide the districts the authority to assess, levy and collect taxes to pay the cost of children's services within the boundaries of the districts. Defined children's services that support children's total health and well-being that are provided to children outside of school hours.

The bill caused broad concerns as it would have created new taxing districts that would compete with cities for funding due to compression under Oregon's Measure 5 property tax limitations. Cities lost 2.2% of tax revenues to compression in 2019-20, and this bill would have exacerbated those losses by allowing a new type of district with a new permanent tax rate.

An additional concern by critics was that this particular type of district would duplicate services provided by some school districts and libraries. Passed the Senate 20-10, but died in the House Committee on General Government upon adjournment. LOC and other coalition members opposed it due to the concerns of tax compression.

SB 330A — Tax credit for landlords for unpaid commercial tenant rent due to pandemic

Supported. Failed.

The City of Wilsonville signed on to a support letter for SB 330A, a bill that would balance commercial tenant eviction moratoriums by providing a tax credit to landlords for unpaid rent. Wilsonville joined the League of Oregon Cities, Clackamas and Washington Counties and ten other cities in endorsing this measure. It would have been available for situations when there is no clear path for tenants to repay rent due to the landowner. SB 330A went to the Joint Committee on Housing and Development and passed by a vote of Yes-3, N-2 on April 6, and moved on to the Committee on Tax Expenditures on a subsequent referral but died in committee upon adjournment.

SB 410 — Homeless - Unclaimed property from swept or abandoned homeless camps

Monitored. Failed.

This bill would have created special standards for storage of unclaimed personal property in Multnomah County where homeless individuals are removed from established camping sites on public property. It passed the Senate Yes-18, No-11, and was then referred to the House Committee on Housing where it had a public hearing but died in committee on adjournment.

SB 458 — Middle Housing needs analysis funding bill

Monitored. Passed.

Effective January 1, 2022

Chapter 103 (2021)

This Middle Housing Land Division bill provides funding for Middle Housing needs analysis to expand on the work of HB 2003 (2019). It establishes conditions under which local government

must approve divisions of real property for new middle housing development on lots and parcels in residential zones in cities with certain population sizes and counties or cities within metropolitan service districts. Additionally, it establishes conditions that cities and counties may impose during review and approval of middle housing division lands. It also prevents home owner associations from restrictive covenants that prohibit land divisions.

SB 458 does apply to the City of Wilsonville and defines conditions under which the city must approve divisions of real property for new middle housing developments.

SB 493 — Prevailing Wages on Public Works Projects

Monitored. Passed.

Effective September 25, 2021

Chapter 104 (2021 Laws)

This bill provides that the prevailing wage rate (PWR) for a trade or occupation in a locality is the wage set forth in the collective bargaining agreement (CBA) for the trade or occupation in the locality. It further establishes that PWR for a trade or occupation in a locality with more than one CBA is the highest rate of wage among applicable CBAs. If no CBA exists for a trade or occupation in a locality, it requires the Commissioner of the Bureau of Labor and Industries to determine PWR by conducting an independent wage survey. It applies to public works procurements advertised and contracts entered into on or after January 1, 2022.

This bill passed out of Senate Business and Labor on a party-line vote on March 9, then passed the Senate on a party-line vote (except for Senator Johnson joining Republican caucus opposition). It was heard in the House Committee on Rules on May 7, passed out on a party-line vote; the Minority Report was rejected. Passed the House on a party-line vote; a motion was made to re-refer it to the Joint Committee on Ways and Means, but that effort failed.

The LOC opposed this bill as it may result in significant wage spikes that would impact the overall cost of some public infrastructure projects for cities across Oregon. Efforts by the LOC to amend the bill with compromise language were rejected. It is likely to have the greatest impact on rural cities.

SB 581 — Truth in Plastic Recycle Labeling

Supported. Failed.

This bill would have directed the Environmental Quality Commission (EQC), the policy and rulemaking board advising the Department of Environmental Quality (DEQ), to adopt rules for products and packaging that make claims about recyclability, and establishing a Truth in Labeling Task Force to report back to the legislature during the interim.

Heard in the Senate Committee on Environment and Energy, passed out of committee by Yes-4, No-1 vote. Sent to the Joint Committee on Ways and Means where it died upon adjournment. Some of the provisions of SB 581, including the establishment of a Truth in Labeling Task Force, were incorporated into the DEQ's Recycling Modernization bill, SB 582, which did pass.

SB 582 — Recycling Modernization - DEQ bill

Supported. Passed.

Effective July 1, 2021

At Governor's Office Awaiting Signature

This is a major legislative package which establishes producer cost responsibility and reorganizes the state's recycling system, although the Producer Responsibility and plastics regulation provisions were watered down in the negotiation process. Late session Ways and Means consideration and approved with a Do Pass recommendation on June 18, Yes-14, No-8. The city submitted testimony in support of this bill.

The bill includes the establishment of a producer responsibility organization, with a timeline laid out for a DEQ-approved plan to be developed over a four-year period, and full implementation for products produced and sold after July 1, 2025. Along with the establishment of the 17-member governor-appointed Oregon Recycling System Advisory Council (a voting council to advise state policymakers), the 15-member Truth in Labeling Task Force (a short-term committee to advise on future legislation), enforcement of 'truth in composting' rules, and implementation of a number of other rules, studies and reports that the DEQ will be responsible for, this important legislation is the opening of a larger, multi-session effort to overhaul and reform the statewide recycling system. This bill will impact city solid waste collection and recycling programs.

It is worth noting that important elements of SB 581 and HB 2065 (a bill brought at the request of the Governor) were incorporated into SB 582, which ultimately passed.

SB 762 — Wildfire risk evaluation, central map and database

Monitored. Passed.

Effective June 26, 2021

At Governor's Office Awaiting Signature

Negotiation on this legislation between wildland firefighting interests and land use concerns was arduous, reflecting the deep conflict over the urban-rural interface.

LOC letter expressed the urgency of passing a wildfire bill and supported the -12 amendments; the letter was read into the record by the carrier of the bill at the Joint Committee on Ways and Means work session. Wildfire risk evaluation and a central map and database to coordinate and support the many agencies involved during wildfires are some of the most significant provisions. This is major legislation which will assist impacted communities in rebuilding and protect development on the urban/rural edge. It passed both chambers by a strong majority and is considered to be a significant session accomplishment.

SB 784A — Cost Recovery by Electric and Gas Utilities for Resiliency measures

Monitoring. Failed.

This bill was proposed by Portland General Electric to encourage community resiliency investments and to help local governments meet their climate goals.

With recent ice storms and wildfire, the investor-owned utilities sought authority and programs to increase the ability of the utility system to withstand and recover from major power interruption events to reduce the magnitude and duration of power outages by rate recovery for operating expenses and capital costs associated with resiliency measures from retail utility consumers. The City of Beaverton would have been a pilot for this new program at the new Public Safety Center with renewable energy back-up systems to provide greater resiliency and source energy from new alternatives.

SB 784A passed out of the House Committee on Energy and Environment on April 13 by a Yes-4 to No-1 vote. Then the bill was referred by the Senate President to the Joint Committee on Ways and Means where it died in committee upon adjournment.

SB 5505 — General Obligation Bonding - including funding Broadband expansion

Monitored. Passed.

Effective June 26, 2021

Awaiting Chapter Number Assignment at SOS

This bill allows bonding for Capital Construction projects, which is defined to include financing the costs of broadband projects in Oregon communities through grants, loans or other methods, including costs of planning, engineering, improvement, acquisition, construction and deployment of broadband infrastructure, including middle-mile and last-mile infrastructure, costs of acquiring equipment, and other technology to operate broadband.

The interest of the city is in leveraging the Broadband funding allocated directly by Representative Neron and Senator Thatcher through ARPA funds in HB 5006 for additional funding that may be specified for infrastructure expansion. Expanding Broadband across Oregon, especially to underserved communities is an emerging priority that is complicated by existing infrastructure, uneven cost to serve, and unique challenges of each area, but ultimately has the potential to increase equity in both urban and rural areas.

SB 5534 — Lottery Bond Funding - reopening Willamette Falls Locks

Monitored. Passed.

Effective June 26, 2021

At Governor's Office Awaiting Signature

As already mentioned in the description of HB 2564, this bill includes authorization for the Willamette Falls Locks project to utilize Lottery Bond Funding, which will enable the newly authorized Willamette Falls Locks Authority to raise the state portion of the funds needed to reopen the Locks. The passage of this bill supports the continued work of the coalition of county and cities coordinating the request for the federal portion of the funds needed to reopen the Locks.

The comprehensive detail of all bills can be found at the Oregon Legislative Information System website: www.oregonlegislature.gov

PART VI

Preview of Interim, 2021 Special Session, and 2022 Short Session

Legislative leadership announced mid-session that they would likely schedule a special session during the Interim to address decennial State Congressional Reapportionment and Legislative Redistricting that could not be addressed during the 2021 'long session'. The Legislative Redistricting Special Session has been scheduled for September 20-24, 2021.

A Budgeting Special Session has still not been announced, but is possible due to the complexity of the ARPA funding. The next Short Session, as determined by the Oregon Constitution, is scheduled for February 1 - March 7, 2022.

Legislative Redistricting Special Session: September 2021

Legislative Redistricting and Congressional Reapportionment deadlines moved from June 30 to September 27, the process outlined by SB 259.

The COVID-19 pandemic delayed the delivery receipt of Oregon's population 2020 census block data from April until August, causing the Oregon Legislature to go to the Oregon Supreme Court to set a new deadline of September 27 to redraw Congressional and Legislative Districts along substantially equal numbers of people in six Congressional Districts, 30 State Districts, and 60 House Districts.

SB 259 set the process and deadlines for completing the Legislative Redistricting and Congressional Reapportionment Process for the later date. The Special Legislative Session on Redistricting and Reapportionment is set for September 20-24, with a deadline of September 27. The Legislative Redistricting Committees has been set with three Democrats and three Republicans in the Senate, and three Democrats and three Republicans in the House, based on an agreement between the House Speaker and the minority Republican leader to remove partisan delays during the recent 2021 Session.

Important Dates 2021-22 Legislature and Elections

- **March 30, 2021:** Deadline for delivery of U.S. Census Bureau Population data; deferred to Sept 27
- **June 30, 2021:** Deadline for State Legislative Redistricting ; deferred to Sept 27
- **September 9, 2021:** First day for major party or nonpartisan candidate to file declaration of candidacy for the May 17, 2022 Primary Election (pursuant to ORS 249.037, 250 days prior to election) .
- **September 20-24, 2021:** Special Session scheduled
- **September 27, 2021:** Redistricting Deadline (pursuant to SB 259, 2021)
- **November 15-17, 2021:** November Interim Legislative Days
- **November 19, 2021:** Legislative Concept Requests for Pre-session filing are due to Legislative Counsel
- **January 10, 2022:** Legislative Concept for Pre-session filed bills are returned to requester
- **January 11-13:** Organizational Days for Short Session
- **January 14, 2022:** Deadline to drop Legislative Concepts as measures for Pre-session filing
- **February 1 - March 7, 2022:** Legislative Short Session (35-days)
- **February 8:** Deadline for major party or nonpartisan candidate to file declaration of candidacy for the May 17, 2022 Primary Election (pursuant to ORS 249.037, 70 days prior to Primary Election)
- **February 10:** Deadline to file voters pamphlet materials for candidates for primary election.

Capitol Construction projects to begin after 2021 Legislative Session, Virtual Meetings Remain

The second Capitol Accessibility, Maintenance and Safety construction project (or CAMS 2) will have a significant impact on work in the Capitol between July 2021 and December 2022.

Legislative administration is working to apply CDC, OSHA and local public health guidelines to inform what protocols, if any, will be needed when the building reopens in the coming weeks. This was in anticipation of Oregon reaching the threshold of 70% of adults fully vaccinated. Additional information on this topic will be published prior to the September Special Session.

Regardless of COVID-19 reopening, significant portions of the Capitol building will be closed beginning July 10, 2021, the Interim Legislative Days in 2021 will be virtual, and the hearings for the September Special Session for Redistricting will operate within the temporary spaces.

CAMS 2 Work Goals and Impact:

- House & Senate Wings – Closed from July 10, 2021 – December 31, 2021
- Hearing Rooms A-F – Closed from July 10, 2021 – August 2022
- Capitol Garage – Closed from July 10, 2021 – December 31, 2022
- Legislative Days – Virtual in 2021
- September 2021 Special Session – Operation within the temporary spaces / No impact to the Chambers
- State Street entrances will be closed from July 2021 – December 2022

	2021 Interim	2021 Special Session	2022 Session	2022 Interim	2023 Session
Permanent Offices	Unavailable	Unavailable	Available	Available	Available
Temporary Office Space	Available	Available	Unavailable	Unavailable	Unavailable
Capitol Garage	Unavailable	Unavailable	Unavailable	Unavailable	Available
Capitol Mall Parking Structure	Available	Available	Available	Available	Unavailable
Hearing Rooms A-F	Unavailable	Unavailable	Unavailable	Until Aug 2022	Available
HR's 50, TBD	Available	Available	Available	Available	Available

Unavailable
Available

Based on these plans, it is anticipated that the Special Session in September will be open to the public, assuming COVID-19 protocols permit. Building operations will be severely impacted due to the closure of the wings, hearing rooms and parking garage, but the chambers and other common areas of the building are anticipated to be open.

Legislative administration is in the process of constructing a small number of “drop in” offices for lawmakers to use between July 10 and December 31, 2021. These will be located in the Chinook Room and the Café.

With the wings closed for the remainder of the year, and hearing rooms A-F closed through August 2022, room rental space in the building during the September Special Session and the 2022 legislative session will be very limited.

Despite the declaration of the pandemic ending, it has not ended for unvaccinated Oregonians. Regardless of the status of the pandemic, legislative operations will not return to “normal” until at least January 2023. Between now and then, meetings with lawmakers and staff will take place in temporary offices, virtually or outside the Capitol.

This is not welcomed news at the end of a long regular session of virtual communication and the ‘surge conditions’ of a lingering 16-month global pandemic. If the last year and a half has taught us anything, it’s that we are resilient and adaptable and will rise to the occasion in the face of these changing conditions to continue to represent the City of Wilsonville on matters of concern in the Oregon State Capitol.

In the end, this stately historic building will emerge more seismically sound, be safer and be more accessible to all Oregonians, especially those with mobility challenges. Regardless of the current and foreseeable operating condition of the Oregon State Capitol, continuity of State Government is assured. Citizens will meet, policies will be discussed, budgets will be passed, statutes will be written and the process of citizen government will continue, as Oregonians have done since the territorial government was established in 1843.

Greg & Rachel Leo
The Leo Company, LLC
August 2021

APPENDIX A

The 2021-22 City of Wilsonville/SMART State Legislative Agenda

Appendix A Table of Contents:

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2021-22



State Legislative Agenda



Wilsonville City Council

Julie Fitzgerald, Mayor

Charlotte Lehan, Councilor

Ben West, Councilor

Kristin Akervall, Councilor

Joann Linville, Councilor

City Appointed Management

Bryan Cosgrove, City Manager

Barbara Jacobson, City Attorney

CITY OF WILSONVILLE, OREGON / SOUTH METRO AREA REGIONAL TRANSIT (SMART)

Mark Ottenad, Public/Government Affairs Director

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Acting on behalf of the residents and businesses of the City of Wilsonville and SMART, the City Council adopts this legislative agenda to guide municipal policy positions in the 2021-22 sessions of the 81st Oregon Legislative Assembly.

Wilsonville City Council, January 21, 2021



1. GOVERNANCE

■ Local Autonomy

1.1 The City of Wilsonville supports the home-rule autonomy of local governments and opposes efforts to preempt local-government authority to work on behalf of the city’s residents and businesses. The City seeks opportunities to restore municipal authority where it has previously been pre-empted by state law.

■ State Shared Revenues / Unfunded Mandates

1.2 The City of Wilsonville supports the State Shared Revenue formula and opposes efforts to shift service-costs from the State to local governments, often referred to as “unfunded mandates.” The City opposes efforts to reduce traditional “shared revenues,” which include alcoholic beverage and cigarette taxes and other state shared revenue that pay for essential local services.

2. TRANSPORTATION & TRANSIT INFRASTRUCTURE

■ Transportation

2.1 The City of Wilsonville supports multi-modal transportation options—including roadways, transit services and bike/ped alternatives—for residents, commuting workers and businesses.

2.2 The City of Wilsonville supports strategies and plans that maintain or increase the traffic-handling capacity of I-5 for the timely movement of freight and conduct of commerce, including the stretch of I-5 Boone Bridge crossing the Willamette River.

2.3 The City of Wilsonville supports increased funding by federal and state governments of public transportation infrastructure.

2.4 The City of Wilsonville supports efforts to re-open and maintain the operations of the Willamette Falls Locks and Canal.



■ Transit

2.5 The City of Wilsonville supports increased funding and access to increased transit services that provide residents and commuting workers with an affordable option for personal mobility.

2.6 The City of Wilsonville supports expanded Westside Express Service (WES) commuter rail transit service for full-day and Saturday service and extension of service to Salem.

3. ECONOMIC & COMMUNITY DEVELOPMENT

■ Land Use and Infrastructure Development

3.1 The City of Wilsonville supports sustainable, “smart-growth” concepts that include objectives such as walkable neighborhoods, compact urban development, the conservation of valuable resource lands and the protection of prime agricultural soils outside the urban growth boundary (UGB).

3.2 The City of Wilsonville supports Oregon land-use law that calls for intergovernmental coordination and urban-development activities to occur in cities— areas with municipal governance and supporting infrastructure—and opposes efforts to encourage activities outside of cities that result in urban-level development.



3.3 The City of Wilsonville supports initiatives that reclaim industrial “brownfield” sites in urban settings for productive re-use and that assists cities to develop existing industrial lands. These kinds of initiatives maximize the benefit from existing public resources and reduce the need for urban-growth boundary expansions to accommodate industrial development.

3.4 The City of Wilsonville supports the creation or extension of additional economic-development tools that cities may utilize as they wish, including implementing the Oregon Industrial Site Readiness Program that complies with current state law and making the state “Enterprise Zone” and similar designations available to more cities.

3.5 The City of Wilsonville supports efforts that encourage development of a broad mix of housing types for residents of all income levels. The City specifically advocates for funding of state agencies and local governments to advance affordable housing efforts and related infrastructure.

■ Workforce Development

3.6 The City of Wilsonville supports adequate funding for institutions of higher education in order to provide more comprehensive workforce development opportunities for future and current employees of industrial employers.

3.7 The City of Wilsonville supports efforts to improve the overall quality of K–12 education, and in particular to strengthen Science-Technology-Engineering-Math (STEM) education, as well as post-secondary education that prepare tomorrow’s workforce.

4. ENVIRONMENTAL IMPACT

4.1 The City of Wilsonville supports the protection of the environment and important natural resources for the benefit of human health, quality of life for citizens, recreational opportunities, and wildlife habitat.



FAST FACTS: City of Wilsonville & South Metro Area Regional Transit (SMART)

■ Population: *One of Oregon's fastest growing cities*

For the past 20 years, Wilsonville has been one of Oregon's fastest growing cities with population over 10,000. Wilsonville is now the state's 22nd largest city.

Jurisdiction	2000 Census	2020 PSU Est.	% Change
City of Wilsonville	13,991	25,915	85.2%
Portland metro region*	1,444,219	1,876,155	29.7%
State of Oregon	3,421,399	4,268,055	24.7%

* Clackamas, Multnomah and Washington Counties

■ SMART Transit: *I-5 Corridor Public Transportation Service*

South Metro Area Regional Transit (SMART) provides transit services six days per week for 300,000 riders composed of commuting workers and residents. SMART links with regional transit providers, including TriMet and WES (Westside Express Service) commuter trains, Salem Area Mass Transit District ("Cherriots") and Canby Area Transit (CAT), as well as providing in-town fixed-route and paratransit services.



■ Education & Workforce Development: *In-Demand Skills Training*

OregonTech Wilsonville is the Portland metro-area campus of the Oregon Institute of Technology (OIT), the state's premier university of advanced engineering and applied-technology studies. OregonTech Wilsonville works closely with the region's high-tech employers and area high schools to promote hands-on, practical Science-Technology-Engineering-Math (STEM) curriculum.

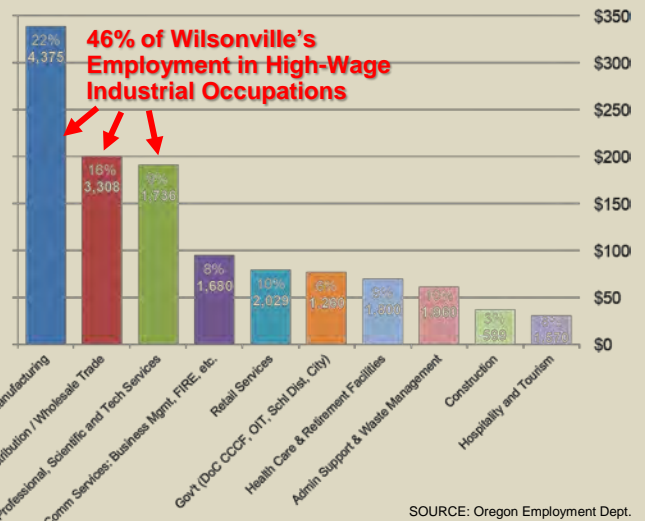


Clackamas Community College, Wilsonville Training Center Campus
West Linn-Wilsonville School District and Canby School District



■ Employment: *Over 20,000 Jobs with \$1.1 Billion Direct Annual Payroll*

Wilsonville's 1,080 businesses provide 20,317 full-time equivalent jobs, of which about half are in high-wage industrial occupations of manufacturing—primarily in high-tech and software engineering—wholesale distribution and professional services. Nine out of 10 employees commute to jobs in Wilsonville primarily from the Portland metro-area and North Willamette Valley, Canby, Woodburn and Salem/Keizer.



SOURCE: Oregon Employment Dept.

Total annual payroll in Wilsonville exceeds \$1.1 billion annually—an +80% increase since 2000—that generates a total direct/indirect regional economic-multiplier impact of over \$3.2 billion per year.

Top-10 Private-Sector Wilsonville Employers

Sorted descending by Number of Full-Time Equivalent (FTE) Jobs

Business	Type	Jobs
1. Siemens Mentor Graphics Corp.	Software	986
2. Xerox Corp.	Manufacturing	687
3. Sysco Food Services	Wholesale Dist.	545
4. Rockwell Collins	Manufacturing	475
5. Swire Coca-Cola USA	Mfg/Dist.	366
6. TE Medical Tyco Electronics Connectivity	Manufacturing	359
7. Costco Wholesale	Retail	292
8. Southern Wines & Spirits	Wholesale Dist.	283
9. Fred Meyer Stores	Retail	261
10. OptiMiM	Manufacturing	255



The Wilsonville SMART Transit Center serves as the TriMet Westside Express Service (WES) commuter rail train station that features a 400-car park-and-ride lot that can be expanded. Each WES train is met by SMART buses that whisk employees to the worksite within 10 minutes of arrival in Wilsonville, providing key 'last-mile' public transit service.

APPENDIX B

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Statements Supporting or Opposing Legislation**

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**In Support Of The 2021-22 City of Wilsonville/SMART
State Legislative Agenda**

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Quasi-government agency would oversee Willamette Falls locks

By Peter Wong, Portland Tribune

May 11 2021

<https://pamplinmedia.com/pt/9-news/508436-406689-quasi-government-agency-would-oversee-willamette-falls-locks>

House bill would ease transfer from federal government and allow reopening after a decade.

A new quasi-government agency would take over the operation of the Willamette Falls locks in Oregon City, closed for most of the past decade, under a bill that won approval of the Oregon House.

A 54-3 vote on Tuesday, May 11, sent House Bill 2564 to the Senate. The bill would create a Willamette Falls Locks Authority, which would acquire the locks from the U.S. Army Corps of Engineers, operator of the locks from 1915 until 2011. The locks were named to the National Register of Historic Places in 1974, 101 years after the first locks were built to bypass the falls.

Since the locks closed in 2011 — the same year the Blue Heron paper mill shut down — governments and businesses have sought ways to redevelop the area for tourism, recreation and other purposes. The 2017 Legislature created a commission, which will end in mid-2022 under the bill and be replaced by an authority with a board of seven to 11 members appointed by the governor.

Rep. Mark Meek, D-Oregon City, is a nonvoting member of the current commission and a chief sponsor of the bill to create an authority, which will be similar to the status of Oregon Health & Science University and the Oregon State Fair.

"It will ensure that the locks remain a public asset to be used and enjoyed by all Oregonians," Meek said.

He said virtually all participants support the idea.

"They support this effort because they understand the huge cultural, environmental and economic value that reopening the locks will have on the region," he said. "Establishing the Willamette Falls Locks Authority and reopening the locks will help unlock the potential of the region and positively affect our area for years to come."

The commission's primary task was to draft a plan for reopening the locks.

Meek said more than \$900,000 has been amassed for the plan, and more than \$650,000 for work to make them operational again.

"That area is a little bit shoddy looking right now. It is kind of run down," Rep. Jeff Reardon, D-Happy Valley, said. "But we are looking at a point where with the continuation of these locks is going to incentivize further development on both sides of the river."

The Confederated Tribes of Grand Ronde bought the 23-acre Blue Heron mill site in 2019. The tribe ceded the site to the U.S. government under a treaty in 1855, so its purchase reclaimed the land for the tribe. Earlier this year the tribe released its overall plans.

A long-awaited river walk will connect the falls with downtown Oregon City. Four governments — Oregon Parks and Recreation Department, Metro, Clackamas County and Oregon City —

have been working on it for years under the Willamette Falls Legacy Project. The project and the tribe have reached agreement on the first phase, which is estimated at \$12.5 million that has been collected already.

An overlook is planned for a second phase.

"This bill will be transformative for our state," Rep. Rachel Prusak, D-West Linn, said. "It will encourage tourism, expand transportation options, aid in disaster resiliency and preserve cultural and historical significance in this region."

Willamette Falls Locks Authority created by Oregon Legislature to explore reopening locks

By Daniel Pearson - Gales Creek Journal

May 13, 2021 at 3:56pm

<https://www.galescreekjournal.com/posts/773/willamette-falls-locks-authority-created-by-oregon-legislature-to-explore-reopening-locks>

The Oregon House of Representatives passed a bill with a 54-3 vote creating the Willamette Falls Locks Authority, a public corporation establishing ownership, management, and oversight so the waterfall's locks could someday reopen for the first time since 2011. But don't throw your kayak into Gales Creek for a trip to Portland just yet.

The Oregon House of Representatives passed a bill with a 54-3 vote creating the Willamette Falls Locks Authority, a public corporation establishing ownership, management, and oversight so the waterfall's locks could someday reopen for the first time since 2011.

House Bill 2564, passed Tuesday, May 11, is the result of nearly a decade of economic compromise, and engineering reports, as well as a working partnership with the Army Corps. of Engineers, said Rep. Mark Meek (D-Oregon City), whose district includes the locks.

Meek is one of the chief sponsors of the bill, along with Rep. Rick Lewis (R-Silverton), Rep. Jeff Reardon (D-Happy Valley), and Rep. Rachel Prusak (D-Tualatin).

It's the first forward movement toward having the locks operational since they closed in 2011. HB 2564 passed by a 54-3 vote (the three "nay" voters, all Republicans, were Lily Morgan (R-Grants Pass); Rep. Daniel Bonham (R-The Dalles); and Rep. Kim Wallan (R-Medford).

"A public corporation will be able to operate in an entrepreneurial manner while still being accountable to the public and will ensure the locks remain a public asset to be used and enjoyed by all Oregonians," Meek said.

A press release issued by Oregon House Democrats says the legislative concept of creating a public corporation is to oversee the repairs, maintenance, upgrades, and operation of the Willamette Falls Locks project, and associated 23-acres of properties and facilities for commercial, transportation, recreational, cultural, historic, heritage, and tourism purposes.

Republican House Minority Leader Christine Drazan (R-Canby) voted in favor of HB 2564, as did every GOP member except for the three aforementioned lawmakers.

Additionally, three Republicans excused themselves from voting -- Rep. Mike Nearman (R-Independence), who is facing two misdemeanor criminal charges for providing demonstrators access to entry into Oregon's Capitol, closed over coronavirus concerns, through a backdoor during a one-day special legislative assembly in December 2020. The other two representatives, Rep. Bobby Levy (R-Echo) and Rep. John Lively (D-Springfield) did not release a statement as to why they voted against HB 2564.

The press release from Oregon House Democrats doesn't mention Willamette Falls Trust, a nonprofit organization that during the past several years raised money to create the so-called Riverwalk, a series of winding promenades and lofted pathways along the Willamette River that

would provide visitors of any age an intimate experience on the river near the foot of Willamette Falls, which is the second-largest waterfall by volume in the U.S.

The Willamette Falls Trust website says demolition, construction, and renovations will take place during “the next few decades... including the new downtown district at the long-closed Blue Heron Paper Mill site.”

In May 2020, Willamette Falls Trust announced plans to partner with Boston-based MASS Design Group, a team of more than 140 architects, landscape engineers, builders, furniture designers, writers, filmmakers, and researchers, all of whom come from more than 20 countries.

Additionally, the press release does not mention the Confederated Tribes of Grand Ronde who, just days ago on April 29, 2021, formally announced their withdrawal from the Willamette Falls Trust.

Willamette Falls is a sacred site with deep cultural significance to tribes of the Pacific Northwest. The Grand Ronde Tribal Council on April 22 sent a letter to the Willamette Falls Trust notifying its board of directors of its formal intention to withdraw from the inter-tribal and inter-governmental agency.

The tribal council, which purchased the dilapidated Blue Heron Paper Mill that precariously continues to decay on the cliffs surrounding Willamette Falls, provided its reasons for pulling out of the project -- the council refused to sign a confidentiality agreement and later was barred from attending a meeting because of its decision to not sign the agreement.

The letter sent by the Grand Ronde Tribal Council, obtained by the Banks Post, said the insulting and harmful practices of the Willamette Falls Trust do not demonstrate even the slightest sign of transparency or accountability.

“The Trust regularly sends out public communications mentioning the Tribe’s work at Willamette Falls without prior notice, permission, or coordination,” the letter says. “However, when the Tribe provides the Trust with important studies or information, that information is not given due consideration and is often ignored or dismissed. The Trust’s repeated communication failures became the norm and not the exception in our relationship.”

Immediately after the Grand Ronde’s letter reached Willamette Falls Trust, another letter from the leaders of the other four federally recognized tribes involved in the Trust—Confederated Tribes of Siletz Indians, Confederated Tribes of the Umatilla Indian Reservation, Confederated Tribes and Bands of the Yakama Nation, and the Confederated Tribes of Warm Springs—arrived, announcing its support for the Trust as future project partners.

HB 2564 now moves on to the Oregon Senate for hearings, debate, and consideration.

Boone Bridge project funding under consideration at Legislature

By Corey Buchanan, Wilsonville Spokesman

June 09 2021

<https://pamplinmedia.com/wsp/134-news/511550-409092-boone-bridge-project-funding-under-consideration-at-legislature>

Recent tolling bill and omnibus transportation package earmark money to address I-5 bottleneck

A project to replace and seismically retrofit the Boone Bridge at the I-5 bottleneck near Wilsonville has recently received attention from the state Legislature.

Multiple bills at the state Capitol, one that would impose freeway tolling (House Bill 3065) and another an omnibus transportation package (HB 3055), included the project as one of a few major transportation initiatives to receive funding.

While House Bill 3065 is effectively dead, House Bill 3055 was recommended for approval from the Joint Committee on Transportation this week.

The still-alive bill would allocate \$30 million per year toward projects at the Boone Bridge, I-205 from Stafford Road to Oregon Route 213 and I-5 at the Rose Quarter, as well as the implementation of a tolling program.

"I think we are making some progress,' Mayor Julie Fitzgerald said about the push to secure funding for the bridge replacement at a June 7 Wilsonville City Council meeting. "It's a huge project and there's a long way to go."

The city has long advocated for the state to address I-5 traffic congestion near Wilsonville — leading to clogged local streets during rush hour — through the Boone Bridge project. The project would add an auxiliary lane from the southbound Wilsonville Road exit to the Canby-Hubbard exit and is projected to cost \$450 million to \$550 million. The Oregon Department of Transportation is currently conducting an engineering study for the project in part to garner a more exact cost estimate.

"If HB 3055 passes this session, ODOT will have statutory authority to advance available funds to continue design, engineering, and development work on the I-5 Boone Bridge and Seismic Improvement Project," wrote ODOT Communications Director Talia Williams via email. "Total funds to support construction of this project will likely come from a variety of sources and will include revenues from a regional toll program."

By Corey Buchanan, Wilsonville Spokesman

June 09 2021

<https://pamplinmedia.com/wsp/134-news/511556-409098-wilsonville-representative-allocates-funding-from-rescue-plan>

Courtney Neron identifies money for business support, healthcare access

Rep. Courtney Neron, D-Wilsonville, has decided how she plans to distribute the \$2 million she has authority to allocate via the American Rescue Plan Act.

Neron will direct \$1 million for business support and broadband access in the cities she represents: Wilsonville, Sherwood and King City. Next, \$450,000 will go toward a mobile health unit in Clackamas County to enhance health care access and vaccine distribution, as well as funding for the Free Health Clinic program with Clackamas Volunteers in Medicine. Finally, \$550,000 will be allotted to Wilsonville Community Sharing, which provides food, rent and utility assistance, and Just Compassion, which is a homeless shelter and provides assistance to those facing homelessness.

The state Legislature agreed to let each representative dictate how a sliver of the \$240 million allocated by the federal government as part of the ARPA would be spent.

"This combination of investments is about addressing and stabilizing the immediate needs of local residents and businesses while supporting long-term economic recovery in the region," Neron said in a press release. "By concentrating these dollars on serving the greatest needs and supporting community members that have not been able to access other relief programs, we can encourage strong resiliency and recovery."

Lawmakers mull \$30M for I-5 bridge bottleneck in Wilsonville

By Corey Buchanan, Portland Tribune

June 15 2021

<https://pamplinmedia.com/pt/9-news/512045-409545-lawmakers-mull-30m-for-i-5-bridge-bottleneck-in-wilsonville>

Recent tolling bill and omnibus transportation package earmark money to address the bottleneck on Interstate 5.



PMG FILE PHOTO - The project to replace the Boone Bridge would include the addition of an I-5 southbound auxiliary lane to quell traffic issues at the bottleneck.

A project to replace and seismically retrofit the Boone Bridge at the I-5 bottleneck near Wilsonville has recently received attention from the state Legislature.

Multiple bills at the state Capitol, one that would impose freeway tolling (House Bill 3065) and another, an omnibus transportation package (HB 3055), included the project as one of a few major transportation initiatives to receive funding.

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"If HB 3055 passes this session, ODOT will have statutory authority to advance available funds to continue design, engineering, and development work on the I-5 Boone Bridge and Seismic Improvement Project," wrote ODOT Communications Director Talia Williams via email. "Total funds to support construction of this project will likely come from a variety of sources and will include revenues from a regional toll program."

Williams added that ODOT doesn't yet have enough money to complete designs, let alone construct the bridge.

The city of Wilsonville expressed appreciation in written testimony regarding the tolling bill for including the Boone Bridge project and described transportation projects statewide as "woefully underfunded."

"It is unrealistic to expect that the 'feds' will bail us out on all of these projects, and therefore we need to look for ways to pull ourselves up by our own bootstraps and use funds generated by the region and state to leverage even greater amounts of federal funds to improve our transportation system," the city's testimony read.

In an interview, Fitzgerald clarified that the city is not advocating for tolling but instead for certain needs to be met if it is approved. These include the expansion of multimodal transportation and transit, and the mitigation of impacts to local arterial roads that would experience more congestion. The city would also want revenue to go toward "new facilities that improve that highway corridor's traffic-flow and sustainability."

"Members of the City Council and our constituents seek answers and to resolve issues around the impacts of tolling on our communities on the proposed legislation," the city's testimony read.

Recap: Bill allowing cities to expand without Metro consent fails

By Corey Buchanan, Portland Tribune

July 18 2021

<https://pamplinmedia.com/component/search/?searchword=aurora&searchphrase=all&Itemid=1353>

The city of Wilsonville tracks many legislative proposals with the potential to impact the Portland metro region.

A bill opposed by the city of Wilsonville that would have allowed local governments to expand urban growth boundaries without consent from the Metro regional government to build affordable housing and other facilities failed to make it through the House chamber.

The bill received a public hearing in the housing committee, but then was sent to the rules committee without a passage recommendation, and subsequently languished. In its written testimony, the city argued that affordable housing at the edges of development where there aren't as many services like public transportation is "problematic."

In a similar vein, the city of Wilsonville supported an amendment to a bill to allow some development of housing on land not zoned for residential use — provided that the land was publicly zoned, adjacent to residential and school property and not specifically designated for heavy industrial use. The city said this change in policy would prevent "the stigmatization of residents of such housing as being segregated away from other residents into an 'unfriendly' industrial area." That amendment passed as did the bill.

The city also contested an amendment to a bill, which failed, that would have allowed developers to pay system development charges, which governments charge builders in order to pay for public infrastructure, later on in the development process. The city testified that the amendment "results in small savings on interest for the developers and added costs to local governments." The bill, which is awaiting Brown's signature, instead greenlighted a study of SDC policy.

In an entirely different subject, the city was satisfied to see the Legislature provide funding via a budgetary bill for staffing and equipment for the testing of harmful algae blooms. In 2018, city staff had to drive to Seattle to get results after detecting unsafe levels of blue-green algae at its water treatment plant because the state did not have a cyanotoxin autoanalyzer tool.

"Having an in-state, centralized location for quick turn-around analysis of domestic water samples is crucial to public water systems ability to protect public health," the city's testimony for a separate bill that would have funded the tool read.

Boone Bridge

City leaders were happy to find out early in the session that the Oregon Department of Transportation decided to advance design work for a project to replace the Boone Bridge and alleviate the I-5 bottleneck near Wilsonville. Later on, the Oregon Legislature also provided an opportunity for the project to receive future funding.

An omnibus bill, which is awaiting signature from Gov. Kate Brown, would provide \$30 billion per year toward a list of projects including the Boone Bridge replacement. However, the project may have to wait for funding allocation until an I-5 Rose Quarter Project and an Interstate 205 project from Stafford Road to Oregon Route 213 are funded, as those projects were given higher priority.

Aurora Airport

A bill that would have prohibited expansion at the Aurora State Airport prior to annexation into the city of Aurora and more direct involvement from Wilsonville and Clackamas County in airport planning efforts did not receive a public hearing, which is an initial step in the legislative process. The city submitted written testimony advocating for the bill as well as a request, with the city of Aurora, for legislators to schedule the hearing — but to no avail. The bill was sent to the House transportation committee and no further actions were taken. During the session, the Oregon Department of Aviation announced that a new master planning process for the airport would commence but a new intergovernmental agreement that would include Wilsonville and Clackamas County has not been discussed.



March 1, 2021

Christine Drazan, Representative, HD 39
Oregon Legislative Assembly
900 Court St. NE, H-395
Salem, Oregon 97301

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

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

Dear Representative Drazan:

The City of Wilsonville City Council appreciates your public service to the constituents of House District 39. We invite you to consider presenting on your legislative priorities and issues of concern before the City Council during Communications in an upcoming Council meeting.

Recently, the Oregon Department of Transportation released the "I-5 Boone Bridge and Seismic Improvement Project Summary Report to the Oregon State Legislature, January 2021." Requested by the legislature in HB 5050 of 2019, the legislation directed ODOT to undertake a cost-to-complete study of the proposed I-5 Wilsonville Facility Plan for Boone Bridge improvements and report back to the legislature by February 2021. As you are well aware, improving the I-5 Boone Bridge traffic-congestion bottleneck that occurs near daily is important to the greater Wilsonville community and of regional and state significance.

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

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

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

Sincerely,

Julie Fitzgerald, Mayor
City of Wilsonville



March 1, 2021

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

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

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

Dear Representative Neron:

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

Recently, the Oregon Department of Transportation released the "I-5 Boone Bridge and Seismic Improvement Project Summary Report to the Oregon State Legislature, January 2021." Requested by the legislature in HB 5050 of 2019, the legislation directed ODOT to undertake a cost-to-complete study of the proposed I-5 Wilsonville Facility Plan for Boone Bridge improvements and report back to the legislature by February 2021. As you are well aware, improving the I-5 Boone Bridge traffic-congestion bottleneck that occurs near daily is important to the greater Wilsonville community and of regional and state significance.

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

Sincerely,

Julie Fitzgerald, Mayor
City of Wilsonville



March 1, 2021

Bill Kennemer, Senator, SD 20
Oregon Legislative Assembly
900 Court St. NE, S-401
Salem, Oregon 97301

*Submitted via email to
Sen.BillKennemer@oregonlegislature.gov*

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

Dear Senator Kennemer:

The City of Wilsonville City Council welcomes you back as one of our community's legislative representatives and appreciates your public service to the constituents of Senate District 20. We invite you to consider presenting on your legislative priorities and issues of concern before the City Council during Communications in an upcoming Council meeting.

Recently, the Oregon Department of Transportation released the "I-5 Boone Bridge and Seismic Improvement Project Summary Report to the Oregon State Legislature, January 2021." Requested by the legislature in HB 5050 of 2019, the legislation directed ODOT to undertake a cost-to-complete study of the proposed I-5 Wilsonville Facility Plan for Boone Bridge improvements and report back to the legislature by February 2021. As you are well aware, improving the I-5 Boone Bridge traffic-congestion bottleneck that occurs near daily is important to the greater Wilsonville community and of regional and state significance.

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

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

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

Sincerely,

Julie Fitzgerald, Mayor
City of Wilsonville



March 1, 2021

Kim Thatcher, Senator, SD 13
Oregon Legislative Assembly
900 Court St. NE, S-307
Salem, Oregon 97301

*Submitted via email to
Sen.KimThatcher@oregonlegislature.gov*

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

Dear Senator Thatcher:

The City of Wilsonville City Council appreciates your public service to the constituents of Senate District 13. We invite you to consider presenting on your legislative priorities and issues of concern before the City Council during Communications in an upcoming Council meeting.

Recently, the Oregon Department of Transportation released the "I-5 Boone Bridge and Seismic Improvement Project Summary Report to the Oregon State Legislature, January 2021." Requested by the legislature in HB 5050 of 2019, the legislation directed ODOT to undertake a cost-to-complete study of the proposed I-5 Wilsonville Facility Plan for Boone Bridge improvements and report back to the legislature by February 2021. As you are well aware, improving the I-5 Boone Bridge traffic-congestion bottleneck that occurs near daily is important to the greater Wilsonville community and of regional and state significance.

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

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

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

Sincerely,

Julie Fitzgerald, Mayor
City of Wilsonville



March 8, 2021

Bob Van Brocklin, Chair
Oregon Transportation Commission
Oregon Department of Transportation

*Submitted via email to
OTCAAdmin@odot.state.or.us*

RE: Support for Advancing the Next Engineering-Design Phase of ODOT's I-5 Boone Bridge and Seismic Improvement Project Scheduled for March 11 OTC Meeting, Agenda Item I: 2021-24 STIP Reallocation

Dear Chair Van Brocklin and members of the Oregon Transportation Commission:

The Wilsonville City Council appreciates that the Oregon Department of Transportation (ODOT) plans to fund the next phase of engineering design for the critically important I-5 Boone Bridge and Seismic Improvement Project with a 2021-24 Statewide Transportation Improvement Program (STIP) reallocation scheduled for the March 11 OTC meeting.

Wilsonville greatly values our partnership with ODOT to improve the severe I-5 Boone Bridge traffic-congestion bottleneck that occurs near daily, which is a high priority for the South Metro/North Willamette Valley region and is of state significance for the timely movement of freight.

Recently ODOT released the *I-5 Boone Bridge and Seismic Improvement Project Summary Report to the Oregon State Legislature, January 2021*. The ODOT Report confirmed that a new seismically resilient I-5 Boone Bridge with additional north- and south-bound auxiliary merge lanes was the most cost-efficient option to decrease accidents and traffic congestion at the Boone Bridge 'bottleneck' between I-5 interchanges for Wilsonville Road and Hubbard-Wilsonville Cut-off State Highway 551, which acts as an I-5/99E Connector to the North Willamette Valley.

The Report calls-out the need for a safe, bicycle-pedestrian transportation alternative other than walking or bike-riding along the shoulder of I-5 that should be incorporated into the engineering design. **The City respectfully requests that the OTC amend the I-5 Boone Bridge project description to specify that the project utilizes the existing, adjacent French Prairie "Bike-Ped-Emergency" Bridge Project (ODOT 2012-15 STIF Project Key #17264) as the alternative transportation and emergency services facility.**

We appreciate your time and consideration of these important issues. Thank you.

Sincerely,

Julie Fitzgerald, Mayor
City of Wilsonville

cc: Wilsonville state legislative members Rep. Courtney Neron, Rep. Christine Drazan, Sen. Kim Thatcher and Sen. Bill Kennemer; ODOT Director Kristopher Strickler



May 20, 2021

Rep. Tina Kotek, Speaker of the House
Sen. Lee Beyer, Co-Chair
Rep. Susan McLain, Co-Chair
Joint Committee on Transportation
Oregon Legislative Assembly

RE: HB 3065-8 – Clarification of I-5 Boone Bridge Highway Project to Request Naming of Adjacent French Prairie ‘Bike-Ped-Emergency’ Bridge Facility

Madam Speaker, Co-Chairs Beyer and McLain, and Members of the Committee:

I am writing based on a conversation with Rep. Courtney Neron regarding clarification of the proposed I-5 Boone Bridge and Seismic Improvement Project named in HB 3065-8 that is scheduled for work session on May 25. Rep. Neron recommended that the City communicate our specific request to House transportation legislative leadership regarding the adjacent French Prairie ‘Bike-Ped-Emergency’ Bridge alternative transportation facility.

The City very much appreciates that Oregon’s legislative leadership explicitly names the Interstate 5 Boone Bridge and Seismic Improvement Project as a priority facility for the Oregon Department of Transportation (ODOT) to advance in HB 3065-8.

In a related move, on March 11, the Oregon Transportation Commission reallocated \$3.7 million in 2021-24 Statewide Transportation Improvement Program (STIP) funds to advance the next phase of engineering design for the I-5 Boone Bridge and Seismic Improvement Project in preparation for full construction funding.

The ODOT *I-5 Boone Bridge and Seismic Improvement Project Summary Report to the Oregon State Legislature, January 2021*, calls-out on page 11 the need for a safe, bicycle-pedestrian transportation alternative other than walking or bike-riding on the shoulder of I-5 that should be incorporated into the design of the auto-centric highway bridge project.

The City respectfully requests that HB 3065-8 be amended to specify that the Interstate 5 Boone Bridge and Seismic Improvement Project is to utilize the existing planned, adjacent French Prairie “Bike-Ped-Emergency” Bridge Project as the alternative-transportation and emergency-services facility.

The French Prairie “Bike-Ped-Emergency” Bridge offers a number of benefits in addition to providing a safe bicycle and pedestrian access across the Willamette River without the life-endangering hazards of using the I-5 shoulder:

- Improved connectivity between the Oregon Parks & Recreation’s Willamette Valley Scenic Bikeway and the new Portland metro-area Tonquin “Ice Age” Trail.
- Emergency access to I-5 highway accidents for police, fire, ambulance and incident-response vehicles, including heavy-duty ‘clean-up’ vehicles.

- Tourism-development opportunities featuring cycling French Prairie, the Willamette River Greenway, Champoeg State Heritage Park and “Oregon Wine Country.”

For the past 10 years, the City has worked with ODOT, Clackamas County, Federal Highway Administration, Metro and other government agencies and area residents to advance the proposed French Prairie “Bike-Ped-Emergency” Bridge Project as an alternative transportation route and highway emergency-response facility that may be commandeered by emergency-response services. The City won a \$1.25 million FY2010-13 Metropolitan Transportation Improvement Program (MTIP) grant that was complemented with \$250,000 from the City to provide initial engineering-design and public-engagement funding. The project has reached a point where ODOT could subsume the design and construction of the French Prairie Bridge project as the required bicycle and pedestrian alternative transportation facility for the larger I-5 Boone Bridge and Seismic Improvement Project.

It should be noted that ODOT is pursuing a separate bike/ped bridge facility over the Willamette River near Oregon City and West Linn as the alternative transportation facility for the I-205/Abernathy Bridge project. However, ODOT at this time does not appear to have also classified similarly the I-5 Boone Bridge in terms of advancing an appropriate alternative transportation facility; we seek your encouragement of ODOT to do so.

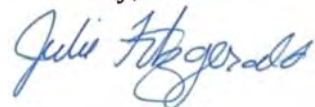
The City communicated our concerns to ODOT and the OTC for the March 11 OTC meeting; however, the City never received a response and the OTC did not appear to take action at the March 11 meeting to incorporate the French Prairie Bridge as the bike/ped alternative transportation facility for the larger I-5 Boone Bridge and Seismic Improvement Project.

I will also note that the City is interested in potentially relocating our water and waste-water infrastructure that serves the Charbonneau District and State of Oregon French Prairie Rest Area south of the Willamette River and currently hangs off of the I-5 Boone Bridge to the proposed French Prairie Bridge. Additionally, the City is willing to discuss a long-term commitment for maintenance of the French Prairie Bridge that may be attractive to ODOT.

The French Prairie “Bike-Ped-Emergency” Bridge Project is listed in the Metro 2018 RTP as Project Number 10133, federal Financially Constrained funding-eligibility list; and in the ODOT 2012-15 STIF as Project Key #17264.

We appreciate your time and consideration of these important issues as we seek to advance multimodal transportation options in conjunction with highway improvements. Thank you.

Sincerely,



Julie Fitzgerald, Mayor
City of Wilsonville

Enc: City of Wilsonville letter to OTC, March 8, 2021; ODOT I-5 Boone Bridge and Seismic Improvement Project Summary Report to the Oregon State Legislature, January 2021, Executive Summary; Interstate 205 Project webpages; French Prairie Bridge webpages

cc: Rep. Courtney Neron, Rep. Christine Drazan, Sen. Kim Thatcher and Sen. Bill Kenemer;
ODOT Director Kristopher Strickler

I-5 Boone Bridge **and Seismic Improvement Project**



Summary Report **to the Oregon State Legislature** **January 2021**



Acknowledgements

Oregon Department of Transportation

Rian Windsheimer, Region 1 Manager
Tova Peltz, Region 1 Project Delivery Manager
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Kristen Stallman, Major Projects Manager
Glen Bolen, Interim Planning Manager
Scott Turnoy, Principal Planner
Brian Davis, Structural Design Engineer
Canh Lam, Senior Roadway Engineer
Max Gummer, Geotechnical Design Engineer
Susan Ortiz, Senior Geotechnical Engineer
Paul Langdale, Region Environmental Coordinator
Tobin Bottman, Archaeologist
Justin Brandon, Utilities Specialist
Bert Hartman, State Bridge Program and Standards Manager
Albert Nako, Senior Bridge Standards Engineer
Hope Estes, Community Affairs Coordinator
Karyn Criswell, Public Transportation Division Manager
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Rebecca Knudson, Senior Transportation Economist
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Shannon & Wilson Geotechnical and Environmental Consultants

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Per Onsager, Engineer

HDR, Inc.

Brian Bauman, Environmental Lead

Willamette Cultural Resources Associates

Todd Ogle, Senior Archaeologist
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OP Engineering, PC

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Schneider Consulting

Brett Schneider, Principal Engineer

For more information on this document, contact:

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(503) 949-4975

Kayla.R.Hootsmans@odot.state.or.us

Links to Supporting Documents

This document is supported by the **I-5 Boone Bridge and Seismic Improvement Project Technical Report**, which was completed and submitted to the Oregon Legislature in January 2021. To read the full technical report, click **here**.

To read ODOT's response to requests for further analysis of the project related to travel demand, land use, access management and active traffic management, visit the study website by clicking **here**.

There are also links throughout this executive summary for other plans, project websites or reports that have informed the I-5 Boone Bridge and Seismic Improvement Project Technical Report. See these links in one place below:

2018 I-5 Wilsonville Facility Plan

2018 Regional Transportation Plan for the greater Portland region

House Bill (HB) 5050 Budget Note

2006 Wilsonville Bicycle and Pedestrian Master Plan

City of Wilsonville's French Prairie Bridge Project

City of Wilsonville's Transportation System Plan

City of Wilsonville's Parks & Recreation Master Plan

Oregon Bike Bill (ORS 366.514)

Accommodations

For ADA (Americans with Disabilities Act) or Civil Rights Title VI accommodations, translation/interpretation services, or more information call 503-731-4128, TTY 800-735-2900 or Oregon Relay Service 7-1-1.

Si desea obtener información sobre este proyecto traducida al español, sírvase llamar al 503-731-4128.

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이 프로젝트에 관한 한국어로 된 자료 신청방법 전화: 503-731-4128.

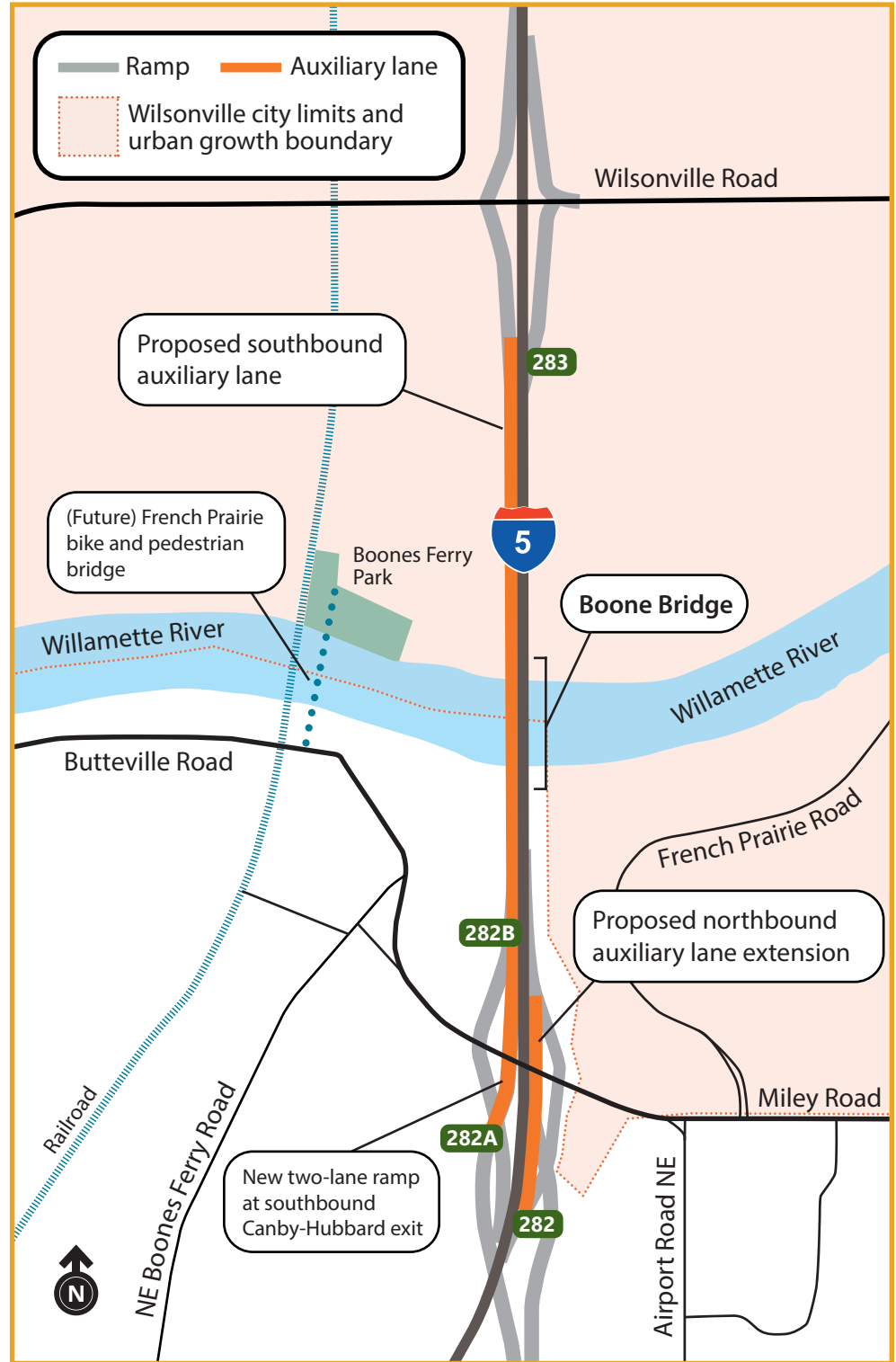
Nếu quý vị muốn thông tin về dự án này được dịch sang tiếng Việt, xin gọi 503-731-4128.

Purpose of this report

The purpose of this study is to determine the best approach for addressing congestion, safety and the seismic resiliency of Interstate 5 in the vicinity of the Boone Bridge.

The I-5 Boone Bridge is located over the Willamette River south of Portland and north of Salem within Clackamas County. A portion of the project area is within the City of Wilsonville and spans the southern Urban Growth Boundary of the Portland Metropolitan Area.

This section of I-5 serves intercity, regional, statewide, interstate and international mobility. I-5 is the key freight corridor for the west coast of the United States, stretching from Canada to Mexico, and has been recognized as a federally designated "corridor of the future." As such, I-5 – especially in the vicinity of the Boone Bridge – is an important Oregon Seismic Lifeline Route for destinations up and down the West Coast. Thus, providing adjacent interchange improvements to improve traffic operations and safety along with a wider, seismically-resilient Boone Bridge is of local, regional, statewide, national and international significance.

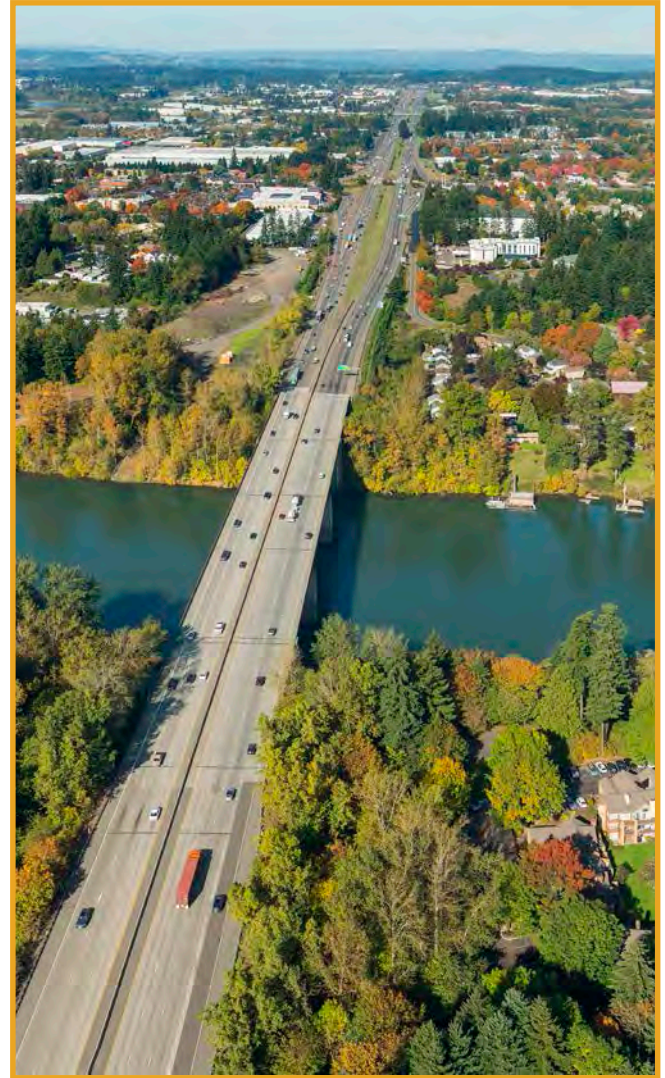


The project area in Clackamas County. ODOT is proposing changes to the Boone Bridge and adjacent freeway interchanges that would improve traffic operations, safety and seismic resiliency. Proposed improvements include a new, widened bridge, a northbound auxiliary lane extension, a new southbound auxiliary lane, and an additional exit ramp lane at the southbound Canby-Hubbard exit (282A).

Sections of the Boone Bridge are over 60 years old. The bridge has been widened (with minor retrofitting) piecemeal over time.

Improving traffic operations and safety

Oregonians in every part of the state rely on getting through and to the Metro region. Today, the Boone Bridge and interchanges to the north and south of the bridge are a traffic bottleneck. Inefficient merging and weaving caused by short merging areas results in congestion and crashes that reduce travel speeds and travel-time reliability for people travelling by car and transit, or moving freight by truck. Without improvement, this bottleneck will continue to deteriorate, leading to slower travel, more costly freight movement and higher safety risks for those who use I-5 and the surrounding transportation network. Now is the time to modernize our regional transportation system and the way we use it. The **2018 I-5 Wilsonville Facility Plan** and **Regional Transportation Plan** (financially constrained) provide a solution to address these issues. The construction of a southbound auxiliary lane on I-5 between the Wilsonville Road entrance ramp and the Canby-Hubbard exit ramp (OR 551), which would become a two-lane exit ramp, addresses the bottleneck in this area. This feasibility study also considers safety issues and congestion on I-5 northbound and associated interchange improvements, specifically a concept to connect the OR 551 entrance ramp to the existing northbound auxiliary lane across the Boone Bridge to improve safety in this section of I-5.



Above: The I-5 Boone Bridge over the Willamette River.

Left: The north end of the Boone Bridge viewed from the multi-use path underneath it.



Seismic lifeline

This segment of I-5, particularly the Boone Bridge over the Willamette River, represents a crucial link on one of Oregon’s critical seismic lifeline routes that connects the Portland metro area to the Mid-Willamette Valley and areas to the south. The Boone Bridge, which is over 60 years old and has been widened and modified over time, will require significant upgrades to withstand a major Cascadia Subduction Zone quake and enable I-5 to continue to serve as a primary West Coast route for passenger and freight movement. The Boone Bridge is the only crossing of the Willamette River within 15 miles of the Wilsonville town center for motor vehicles or anyone walking or rolling.

Due to the design and construction of the existing bridge, in the event of a Cascadia Subduction Zone earthquake, the existing bridge will be compromised, impacting an important lifeline route.

Oregon Legislature Directs ODOT to Consider Improvements to the Boone Bridge

In **House Bill (HB) 5050**, specifically in the budget note to HB 5050, the 2019 Oregon Legislature directed the Oregon Department of Transportation (ODOT) to determine the best way to widen and seismically retrofit the I-5 Boone Bridge over the Willamette River, and to provide a programming/funding estimate report back to the Legislature by February 1, 2021.

In spring 2020, using the funding allocated by the OTC, ODOT moved forward with the following tasks, in collaboration with Quincy Engineering, Inc. (Quincy) to resolve the question of structural retrofit vs. structure replacement, defining the necessary next steps and a cost range and delivery schedule:

- We assessed approaches for achieving a seismically resilient I-5 Boone Bridge with a southbound auxiliary lane, including analyses of both Phase 2 seismic retrofit and bridge replacement options. We identified risks associated with each option and recommended an approach.
- We assessed operational and safety improvements for I-5 northbound at the Charbonneau Miley Road/OR 551 Portland-Hubbard Highway interchange in coordination with the Boone Bridge improvements.
- We analyzed potential land use and related travel demand impacts associated with the project, per Metro's request for analysis.
- We developed a planning-level cost range for the recommended bridge replacement and other I-5 improvements assuming planning and environmental work commence in 2022 and construction begins in 2027.
- We developed a scope of work including additional field investigations, analyses, environmental-related tasks, and design work necessary to deliver the 15% design milestone for the recommended Boone Bridge and I-5 interchange improvements.
- We developed a cost estimate to advance the project to the 15% design milestone and further inform a financial programming report to deliver the recommended Boone Bridge Replacement and I-5 interchange improvements through construction.



Right: I-5 northbound mile marker 283 on the south end of the Boone Bridge.

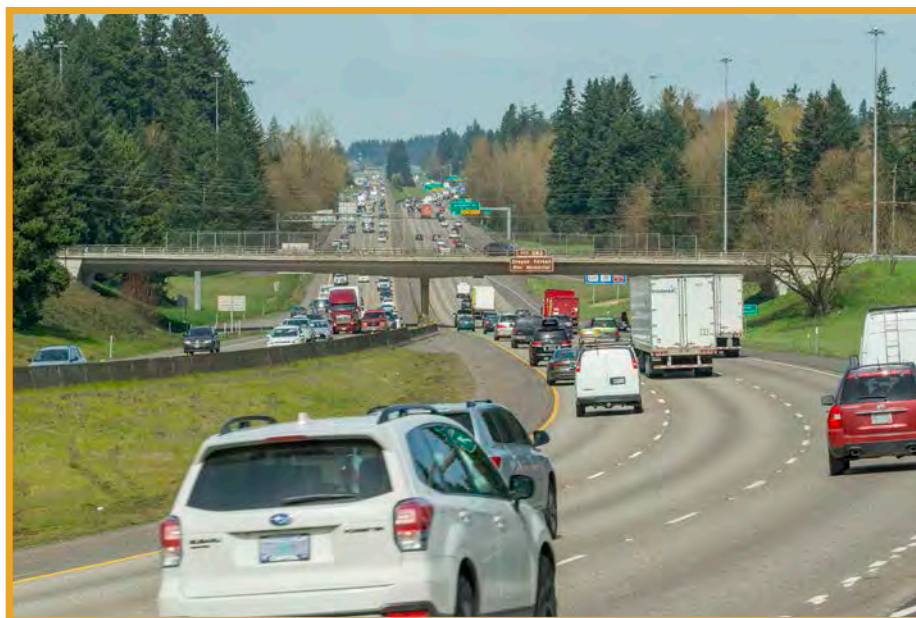
Assessing the Boone Bridge

To assess the existing bridge structure, the ODOT and the consultant team completed the following tasks during the bridge assessment:

- Summarized the existing conditions associated with I-5 southbound, with particular attention to the Boone Bridge and adjacent interchanges.
- Explored the site and prepared preliminary geotechnical analysis, including two cone penetrometer tests completed in June 2020 – one on the north side of the river and one on the south side of the river. Combined with past investigations, these tests furthered our understanding of the soil conditions beneath the Boone Bridge.
- Completed preliminary seismic analysis to identify seismic design criteria and ground motion parameters.
- Identified geologic hazards at the site, including liquefaction and related effects.
- Developed preliminary geotechnical parameters for bridge retrofit and replacement designs.
- Prepared conceptual-level recommendations for seismic mitigation strategies.
- Developed conceptual design, structural analysis, construction staging concept development, and construction access considerations for the retrofit/widening option vs. the full bridge replacement option.
- Identified project constraints and risks associated with each option.
- Developed environmental project prospectus in preparation for NEPA.

The bridge improvements were assessed based on the following assumptions for constructability:

- Maintain three lanes of traffic in each direction during construction.
- Maintain existing horizontal clearance and vertical clearance below the deck to avoid impacts to the navigable waterway of the Willamette River.
- Maximize the use of existing ODOT right-of-way.
- Maintain existing roadway alignment to the extent possible to minimize impacts to existing interchanges.



Left: I-5 northbound at the Miley Road exit ramp to the south of the Boone Bridge.



Retrofit vs. Replacement

The bridge assessment work revealed that the benefits associated with a full bridge replacement outweigh the minimal construction cost savings associated with a retrofit of the existing bridge. Critically, the feasibility assessment found that the entire substructure of the Boone Bridge, including pier supports and foundations, must be replaced in the retrofit option to achieve seismic resiliency. Since the main spans of the bridge are supported by timber pile foundations, this means the substructure for this portion of the bridge is not functional in an earthquake unless these piles can be replaced or an alternate support system is provided. In addition, the foundation soils on both riverbanks consist of soils above the river bottom that will liquefy in an earthquake and flow into the river. These two significant issues associated with the retrofit option will necessitate the replacement of the bridge's entire substructure. Furthermore, a retrofitted and widened Boone Bridge would have substantial ongoing costs to monitor structural deficiencies and require the future replacement of the original bridge superstructure, representing an additional future major capital expense.

In accordance with ODOT Bridge Section guidelines, typically, it is advisable to consider a replacement structure if the cost of the retrofit is greater than one half of the cost of the replacement structure. An order of magnitude comparison for this structure indicates the retrofit and widening option would be over 85% of the cost to replace the Boone Bridge. When combined with additional future maintenance and known capital costs needed to maintain the structure over time, this study indicates the cost to retrofit and widen the bridge may exceed the cost to replace the bridge. Based on these findings, and in collaboration with the ODOT Bridge Section, ODOT recommends proceeding with the bridge replacement option to achieve the planned operational and seismic upgrades to ensure the bridge and this section of I-5 will continue to serve as a critical lifeline and recovery route after a seismic event.

The bridge assessment conducted in this feasibility study recommends replacement of the existing Boone Bridge. It is more cost effective to replace the bridge than to retrofit and widen the existing bridge.



Above: Existing railing and pier supports of the Boone Bridge.

Below: Steel girders that support the weight of the Boone Bridge.

Traffic Operations and Safety Improvements at Interchanges

To address traffic operations and safety impacts within the corridor this project includes both southbound and northbound interchange improvements.

I-5 southbound

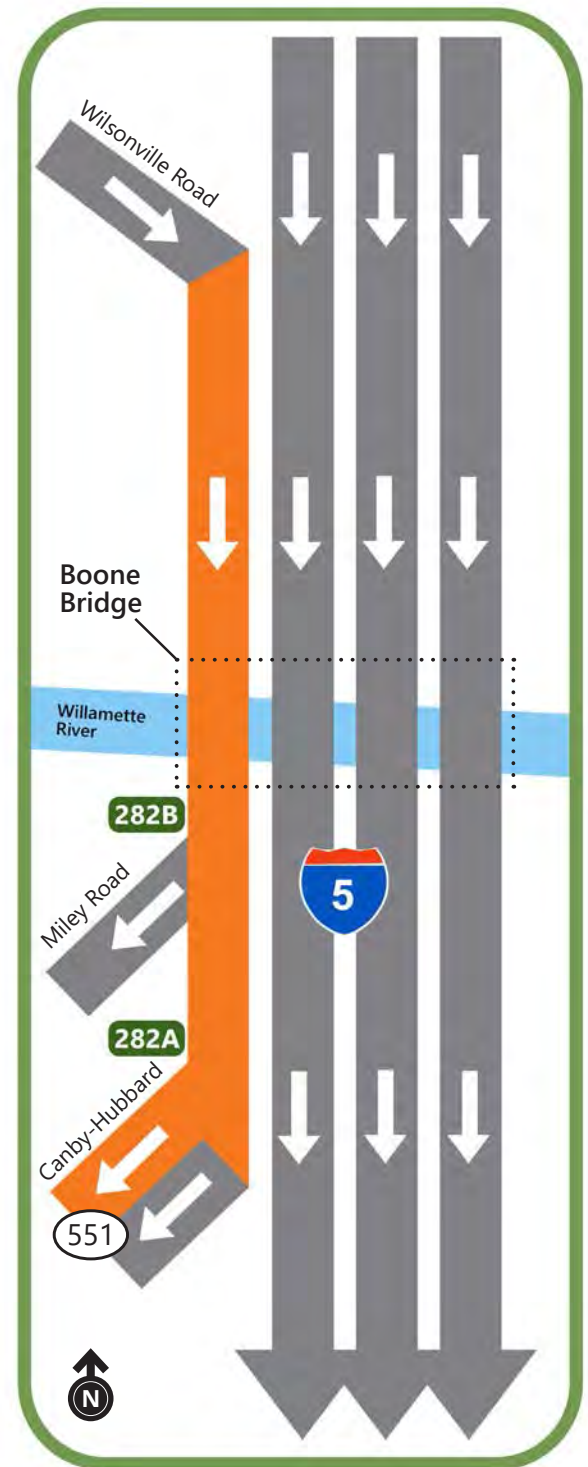
This project includes the addition of a southbound auxiliary lane connecting south Wilsonville and OR 551, including a two-lane exit to OR 551. This interchange improvement is critical to facilitating the operational and safety benefits from adding the southbound auxiliary lane between the Wilsonville Road entrance and the exit to OR 551, as it reduces merging conflicts between exiting traffic and mainline traffic consistent with the **I-5 Wilsonville Facility Plan** and **Regional Transportation Plan**. In addition, bus on shoulder will be possible with these improvements to I-5.

Auxiliary lanes in both the northbound and southbound directions and associated interchange improvements will alleviate traffic bottlenecks, improve travel time reliability and enhance safety on I-5.

Right: Graphic showing the future southbound auxiliary lane on I-5 between the Wilsonville Road entrance and Exit 282A to OR 551 and two-lane southbound exit to OR 551. Proposed additions are shown in orange.

Below: The northbound OR 551 (Canby-Hubbard Highway) on-ramp to I-5, where a proposed auxiliary lane would increase safety by reducing merging crashes.

Proposed auxiliary lane on I-5 south





Traffic Operations and Safety Improvements, Continued

I-5 northbound

To the immediate south of the Boone Bridge, at the intersection of I-5 and OR 551, high volumes of free-flow traffic, including a large number of trucks, are forced to merge immediately onto I-5 without enough space to zipper merge safely. This segment of I-5, from the Charbonneau entrance ramp to the southern end of the Boone Bridge, is a top 10% Safety Priority Index System (SPIS) location due to short merging distances, closely spaced interchanges and frequently congested conditions both on and just south of the Boone Bridge. This issue is exacerbated by I-5 traffic positioning in the outside lane to take the next northbound exit at Wilsonville Road.

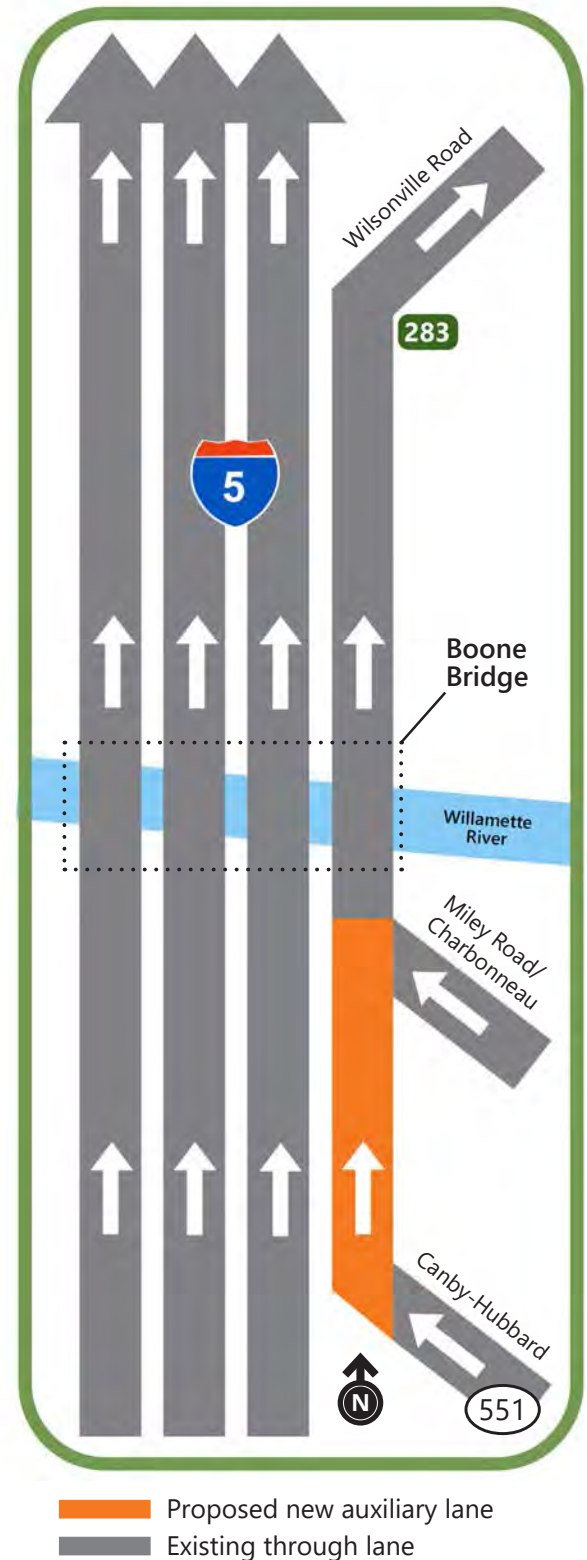
To improve safety in this section of I-5, we recommend extending an auxiliary lane from the northbound OR 551 Canby-Hubbard entrance ramp to the existing northbound auxiliary lane across the bridge. This safety improvement must be incorporated into the design of the Boone Bridge replacement, either as a consideration for implementation at the same time as the Boone Bridge (to realize efficiencies of scale) or as an improvement to be accommodated by the bridge replacement design in the event this safety improvement is built prior to the bridge work.



Above: Short merging distance between the OR 551 Canby-Hubbard entrance ramp and Charbonneau entrance ramp and heavy freight use cause safety conflicts resulting in a top 10% SPIS site.

Photo credit: Google, May 2019.

Proposed auxiliary lane on I-5 north



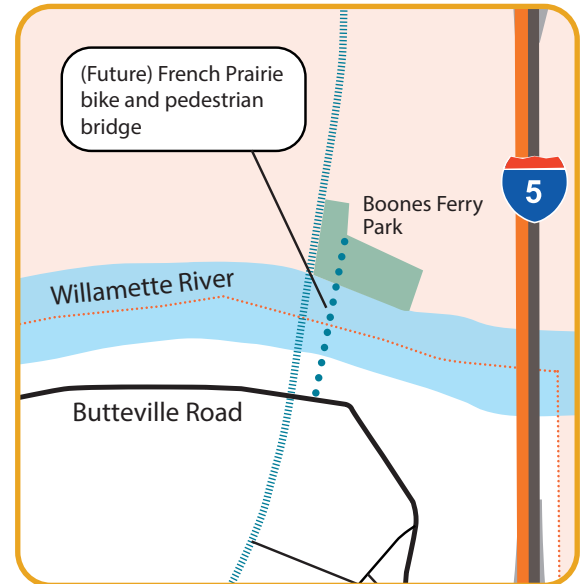
Consideration for a Parallel Route for Pedestrians and Bicycles: French Prairie Bridge

In 2019, the City of Wilsonville engaged in a planning effort to identify a parallel bicycle and pedestrian bridge over the Willamette River in the vicinity of the Boone Bridge. The City's preferred alignment from this effort is a proposed bridge located approximately 1,400 feet to the west of the I-5 Boone Bridge, adjacent to the existing railroad bridge.

In the **2006 Wilsonville Bicycle and Pedestrian Master Plan**, the City considered an option to add a cantilevered facility to the west side of the Boone Bridge. The City identified challenges with the cantilevered option such as safety from falling debris, as the proposed path would be below the vehicular deck for vertical separation, maintenance, and the need for improved connections to access the bridge on the north and south side of the Willamette River. Ultimately, the Master Plan recommended the construction of a standalone bicycle and pedestrian bridge, which the City has pursued since.

In 2015, the City considered the feasibility of a number of alternatives for their standalone bridge, including a separate bike and pedestrian facility immediately adjacent to the Boone Bridge. The adjacent to I-5 alternative was not selected as the preferred alternative due to challenges such as high cost retaining walls, below average user experience, no direct connection under I-5 to the regional trail, path and walls near a neighborhood, no direct connection between Charbonneau and Memorial Park, farther from Wilsonville Town Center and a lack of supporting bike and pedestrian facilities on Parkway Avenue.

French Prairie Bridge preferred alignment



The City's recent study identified a preferred alignment and a high-level cost estimate of roughly \$36 million to \$47 million (2019\$) for the suspension bridge alternative for the **French Prairie Bridge**. No further funding has been identified for project development or construction, however, if constructed, this bridge would provide a parallel dedicated bicycle/pedestrian facility to I-5 over the Willamette River in the vicinity of the Boone Bridge. The French Prairie Bridge alignment has since been adopted into the **City of Wilsonville's Transportation System Plan** and **Parks & Recreation Master Plan**. Wilsonville is currently working on a funding strategy to complete design and construction of the project and has developed a list of environmental and cultural analyses that would support the City's progression into a NEPA phase. ODOT has and will continue to participate and offer technical expertise to inform project development moving forward.

A parallel bicycle and pedestrian bridge (French Prairie Bridge) is planned in the vicinity by the City of Wilsonville. Pedestrians and bicycles could be accommodated on a replaced I-5 Boone Bridge, but the preferred local option is the separate parallel bicycle and pedestrian bridge.

Presently, pedestrians and cyclists use the shoulder of Interstate 5 in the vicinity of the Boone Bridge. The current bridge replacement estimate assumes the shoulder of I-5 would continue to serve bikes and pedestrians on the new bridge to meet **Oregon Bike Bill (ORS 366.514)** obligations. However, understanding the use of I-5 in this area is not the preferred option if the French Prairie Bridge could be constructed prior to, or concurrently with the I-5 Boone Bridge replacement it would provide an enhanced user experience with regional connections to the existing and planned bicycle and pedestrian trail system that users, the local community and ODOT would prefer.

Minimal Impact on Travel Demand, Land Use

Using the Oregon Statewide Integrated Model (SWIM), ODOT prepared model simulations of travel demand and land use with and without the addition of a southbound auxiliary lane on I-5 between the Wilsonville Road entrance ramp and the Canby-Hubbard exit ramp. The project was added to the SWIM road network to evaluate a ten-year period of 2030 to 2040. The results of the build scenario were compared to a no-build reference scenario in order to identify impacts of the project on travel demand and land use.

The analysis found the change in Annual Average Daily Traffic volumes (AADT) attributed to the southbound auxiliary lane is relatively modest. Growth in AADT is expected to be about 3% higher over the ten-year period (2030-2040) forecast after the project is built compared to the no-build scenario. This is consistent with the expectations for a project intended to address a congestion bottleneck by improving traffic flow and reliability and reducing crash rates. In addition, the analysis found only a negligible difference between the two forecast scenarios in terms of regional population, employment growth and vehicle miles traveled. The analysis likewise indicated no land use changes are expected to occur in the area evaluated due to the project.



Above: The I-5 north Charbonneau exit ramp south of the Boone Bridge.

I-5 traffic can be maintained during construction of the new Boone Bridge.

The 2018 Regional Transportation Plan lists the I-5 Wilsonville Facility Plan project in the financially constrained project list. Inclusion of the southbound auxiliary lane on a replaced Boone Bridge will not impact the growth of neighboring communities and has minimal impact on travel demand as shown in ODOT's analysis of 2040 build and no-build scenarios.

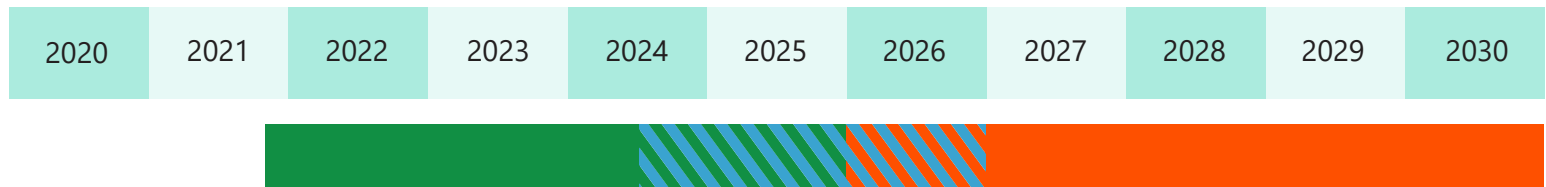
\$450 Million to \$550 Million Investment Required

Based on preliminary studies and less than 3% design, the estimated cost range to deliver this project is \$450 million to \$550 million. This cost range reflects a conceptual planning level estimate to be refined after geotechnical/seismic investigations, environmental review and design work is completed. This cost range incorporates all phases of project delivery, including planning, preliminary and final design and construction resulting in the following improvements:

- Seismically resilient Boone Bridge.
- Southbound auxiliary lane between the Wilsonville Road entrance and the OR 551 exit.
- Two-lane southbound exit to OR 551.
- Northbound auxiliary lane extension from OR 551 to the Boone Bridge.

This preliminary estimate range assumes environmental analysis and NEPA will begin in 2022 and construction beginning in 2027. The cost range provides for consideration of alternative project delivery methods and the additional analysis required to address project risks. Please note, this estimate range does not include the \$36 million to \$47 million the City of Wilsonville estimates the French Prairie Bridge Project would cost that would provide the preferred pedestrian and bicycle route for crossing the Willamette River in the vicinity of the Boone Bridge, which ODOT supports.

I-5 Boone Bridge Seismic Improvement Project Investment and Implementation Strategy



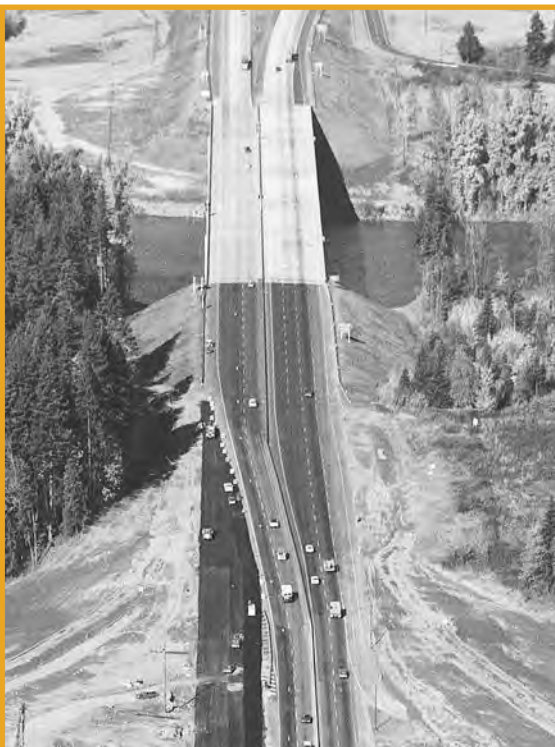
Note: This phased delivery schedule is not financially constrained and it is subject to funding.



Above: The I-5 Boone Bridge.

Key Takeaways

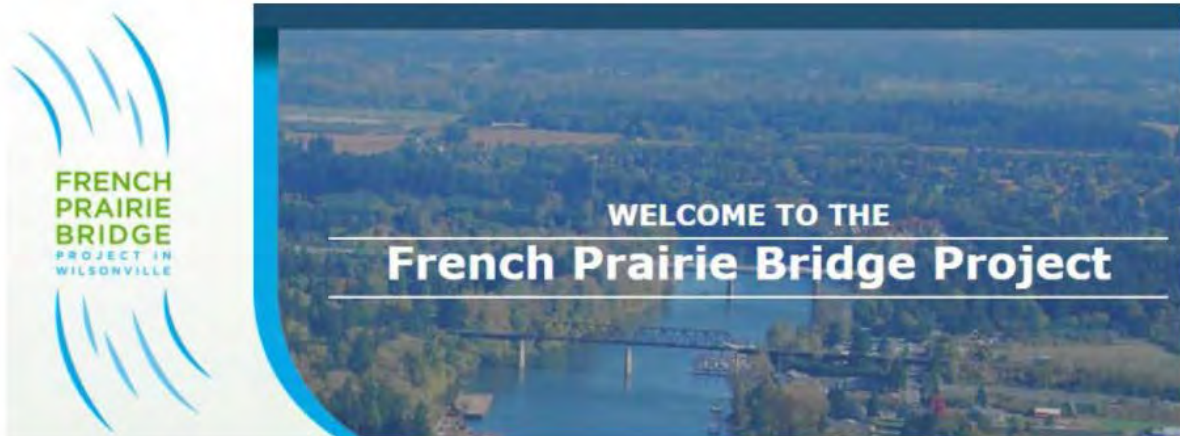
- 1 Sections of the existing Boone Bridge are over 60 years old. The bridge has been widened (with minor retrofitting) piecemeal over time.
- 2 Auxiliary lanes in both the northbound and southbound directions and associated interchange improvements will alleviate traffic bottlenecks, improve travel time reliability and enhance safety on I-5.
- 3 Due to the design and construction of the existing bridge, in the event of a Cascadia Subduction Zone earthquake, the existing bridge will be compromised, impacting an important lifeline route.
- 4 The bridge assessment conducted in this feasibility study recommends replacement of the existing Boone Bridge. It is more cost effective to replace the bridge than to retrofit and widen the existing bridge.
- 5 I-5 traffic can be maintained during construction of the new Boone Bridge.
- 6 A parallel bicycle and pedestrian bridge (**French Prairie Bridge**) is planned in the vicinity by the City of Wilsonville. Pedestrians and bicycles could be accommodated on a replaced I-5 Boone Bridge, but the preferred local option is the separate parallel bicycle and pedestrian bridge.
- 7 The **2018 Regional Transportation Plan** lists the **I-5 Wilsonville Facility Plan** project in the financially constrained project list and the project is currently in Metro's land use and transportation model. Inclusion of the southbound auxiliary lane on a replaced Boone Bridge will not impact the growth of neighboring communities and has minimal impact on travel demand as shown in ODOT's analysis of 2040 build and no-build scenarios.
- 8 Cost range for the project is \$450 million to \$550 million, assuming construction in 2027.



The Boone Bridge, November 1970.

The high-level estimated cost to replace the Boone Bridge with a widened and seismically resilient bridge ranges from \$450M to \$550M with construction beginning in 2027.

French Prairie Bridge Project



<https://www.ci.wilsonville.or.us/engineering/page/french-prairie-bridge-project>

Imagine 1000 miles of regional, multi-use trails in the three county Portland region finally connecting to the 134-mile Willamette Valley scenic bikeway. From the sloughs of the Columbia River, through lush forests, to agricultural lands, shaped by historic floods from Portland to Eugene. A key link to this **vision** relies on crossing the Willamette River at Wilsonville.

The French Prairie Bridge Project, led by the City of Wilsonville, is in the process of planning and developing preliminary designs for a proposed bicycle/pedestrian/emergency-access bridge across the Willamette River. A new bridge would be built near the historic Boones Ferry location, between the I-5 Boone Bridge and the railroad bridge to the west.

The French Prairie Bridge would fill a critical gap in local and regional multi-modal transportation infrastructure, connecting the Portland metro area and the northern portion of the Willamette Valley, known as the French Prairie region.

PROJECT MAP



KEY PROJECT BENEFITS

Emergency Services

- Provide an alternate route for emergency services to access either side of communities along the Willamette River when I-5 is impeded.
- Provide a route for secondary responders working to clear accidents or other incidents on I-5 by reducing the time to clear disruptions and get traffic moving again.
- Provide a seismically resilient route to support post-earthquake responses and recovery efforts.

Healthy Communities

- Fill a gap in bicycle/pedestrian infrastructure, connecting communities south of the Willamette River with access to Wilsonville employers and SMART and Tri-Met WES commuter-rail transit options.
- Improve access to parks and natural areas.
- Connect the planned Portland metro-area Ice Age Tonquin Trail with the **132-mile Willamette Valley Scenic Bikeway** that extends south to Eugene.

Economy

- Benefit southwest Portland metro suburbs by providing a connection with the Willamette Valley Scenic Bikeway, the most heavily trafficked bikeway in the state, which generated \$3.14 million in bike tourism spending in 2014 (*Source: Travel Oregon – July 2015*)
- Fulfill a key strategy identified in the 2014 Wilsonville Tourism Development Strategy (*Source: City of Wilsonville*)



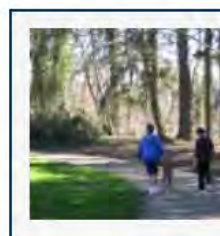
Project Status & Milestones



Project History & About



Project News



Project Documents



Frequently Asked Questions



Committees & Partners

Interstate 205 Projects

PROJECTS

Current Projects

Keep Oregon Moving (HB 2017) Projects

Project Archive

CONTACTS

Ask ODOT

Regional Offices

PORTLAND AREA PROJECTS

Interstate 84 Construction

Interstate 5 Construction (Portland to Wilsonville)

Interstate 205 Projects

U.S. 26 Construction (North Plains to OR 35)

Oregon 8 Construction

Waterway Access Closures

Interstate 205 is an essential piece of our transportation network. Thousands of Oregonians use this freeway every day.

We have several transportation projects in the area working to help manage congestion, improve safety and support our economy, even after a major earthquake.

It's important to us that you can find the project you are looking for. Below are links to all of the ODOT projects in the I-205 area.

If you need help finding a project, [email Ask ODOT](#) or give us a call, 503-731-8053.



Projects in the Corridor

Sort

Title	Project Details Link	Project City
I-205 Improvements: Stafford Road to OR 213	View Details	Oregon City, West Linn
I-205 Paving: Abernethy Bridge to SE 82nd Avenue	View Details	Portland
I-205 Ramps at Division Street	View Details	Portland
I-205: Bus on Shoulder Pilot	View Details	Portland
I-205: Northbound Auxiliary Lane	View Details	Portland
Oregon City-West Linn Pedestrian-Bicycle Bridge Concept Plan	View Details	Oregon City, West Linn

I-205 Toll Project

Toll funding is needed to complete the construction of the I-205 Improvement Project, which will make the corridor safer and less congested. The project includes critical seismic improvements to the Abernethy Bridge and eight other bridges, and adds a third lane in each direction along I-205 from Stafford Road to OR 213.



<https://www.oregon.gov/odot/projects/pages/project-details.aspx?project=OCWLPBBCP>

Oregon City-West Linn Pedestrian-Bicycle Bridge Concept Plan Planning Phase

Region 1: Portland metro and Hood River County (Oregon City, West Linn, Clackamas)

The Concept Plan will identify a preferred alignment for a safer, more comfortable crossing for people biking and walking across the Willamette River between the communities of Oregon City and West Linn.



Meetings and Events

Online Open House and Survey March 29 - April 13

Thank you to everyone who participated in our online open house and community survey! While the survey is now closed, you can still access the online open house (English and [Español](#)) to learn about the project. You may also send comments or questions to the project staff.

Virtual Public Meeting Tuesday, April 6 at 6:30 p.m.

The project team held a virtual public meeting on Tuesday, April 6 at 6:30 p.m. Thank you to everyone who joined to share input about the potential crossing alignments!

Click [here](#) to view a video recording of the meeting.

Project Advisory Committee (PAC) Meetings

The committee will meet approximately three times. The committee held their first meeting on January 27 from 3:00 - 5:00 pm and the second meeting is March 31 from 3:00 - 5:00 pm. Materials from the first and second PAC meetings are in the project library at the bottom of this page.

The final PAC meeting will be on May 5 from 3:00 - 5:00 pm.

- [Click here](#) to join the meeting on Microsoft Teams
- Call in using this number: (971) 277-2148
- Phone Conference ID: 220 127 522#

Meeting materials will be posted on this website one week prior to each meeting.

Project Contacts

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Public Information Officer

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Phone

503-731-8265

Last Updated

4/28/2021 10:12 AM

Project Number

OCWLPBBCP

About



People who walk and bike across the Willamette River between Oregon City and West Linn currently use the Arch Bridge (OR 43) which does not have dedicated bike paths or sidewalks that meet the Americans with Disabilities Act standards. To address this, a concept plan will identify an alignment for a safer, more comfortable Willamette River crossing for people biking and walking.

OREGON CITY- WEST LINN PEDESTRIAN-BICYCLE BRIDGE CONCEPT PLAN

Welcome and Project Background	History	Purpose and Need	Planned Projects in the Study Area
How a Bridge Alignment is Selected		Next Steps	

WELCOME AND PROJECT BACKGROUND



WELCOME TO THE OREGON CITY - WEST LINN PEDESTRIAN AND BICYCLE BRIDGE CONCEPT PLAN ONLINE OPEN HOUSE AND COMMUNITY SURVEY.

The project will select a preferred bridge alignment for people walking, biking, and rolling across the Willamette River to connect the communities of Oregon City and West Linn, enhance safety, and improve regional connectivity.

People who walk, bike, and roll across the Willamette River between Oregon City and West Linn currently use the Arch Bridge (OR 43) which does not have dedicated bike paths or sidewalks that meet the Americans with Disabilities Act standards to provide access to people using mobility devices. To address this, Oregon City, West Linn, Clackamas County, Metro and ODOT are exploring potential new bridge alignments between the Willamette Falls and the I-205 Abernethy Bridge.

The open house and community survey are now closed. Thank you for providing your input on walking, biking and rolling (using personal supports such as wheelchairs or walkers or micromobility devices such as e-scooters) in your community and the potential bridge alignments!

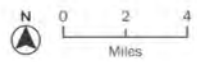
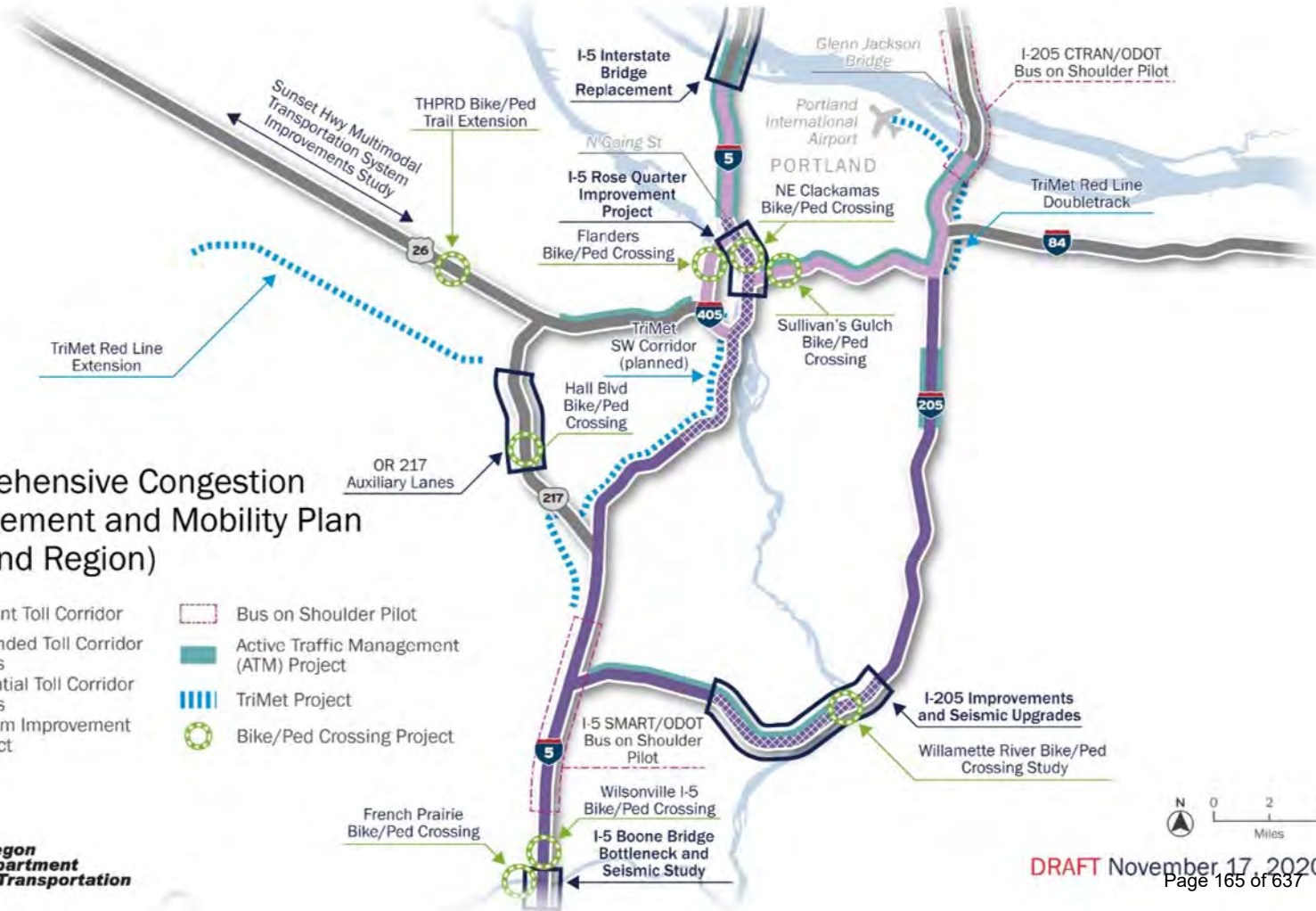
PROJECT AREA

The study area consists of culturally and historically significant area that stretches between the Willamette Falls and the I-205 Abernethy Bridge.



Comprehensive Congestion Management and Mobility Plan (Portland Region)

-  Current Toll Corridor
-  Expanded Toll Corridor Limits
-  Potential Toll Corridor Limits
-  System Improvement Project
-  Bus on Shoulder Pilot
-  Active Traffic Management (ATM) Project
-  TriMet Project
-  Bike/Ped Crossing Project



DRAFT November 17, 2020
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Testimony by City of Wilsonville Mayor Julie Fitzgerald on Redistricting:

Legislature Should Unite the Wilsonville Community of Interests in One Single South Metro Region Legislative District and Not Divide Us

Scheduled for public hearing on April 10, 2021, before a concurrent meeting of the Senate Committee on Redistricting and House Special Committee on Redistricting

Submitted April 9, 2021, via email to oregon.redistricting@oregonlegislature.gov

Chairs Taylor and Salinas, Vice-Chairs Knopp and Davis, and Members of the Committees:

On behalf of the City of Wilsonville City Council, I am testifying on our community's strongly-felt, compelling redistricting preference. **Our top priority is to have all of Wilsonville—including the Charbonneau District and adjacent designated urban reserves—be included in one single legislative district**, be that for the Oregon House of Representatives, Oregon Senate or United States Congress. The dilution of Wilsonville's Oregon legislative representation split among House and Senate districts is detrimental to our community's political aspirations and long-term common interests.

Placing Wilsonville in one legislative district meets all of the criteria set forth in ORS 188.010: All of Wilsonville is contiguous; utilizes existing geographic or political boundaries; does not divide communities of common interest; and is connected by transportation links, including I-5, local streets and Wilsonville's free SMART public-transit service.

The Wilsonville City Council's additional priority is to be included in legislative districts with another neighboring city of the South Metro Region with whom we share more communities of common interests, specifically in order of 1) West Linn, 2) Tualatin, and 3) Sherwood. No slight is intended to communities currently in our Oregon legislative districts; however, the Council believes that being placed in a district with one or more of the three nearby cities is preferable to the current situation where Wilsonville is divided among the three House Districts of 26, 37 and 39 and the three Senate Districts of 13, 19 and 20.

Please find following additional information in support of the City's legislative redistricting preferences. Thank you for your time and consideration of our testimony.

Sincerely,

Julie Fitzgerald, Mayor
City of Wilsonville

Documenting the Case for Wilsonville to Be Unified in One Single Legislative District with Neighboring Communities of the South Metro Region

ORS 188.010 describes the criteria used for creating legislative and Congressional districts in Oregon. As nearly as practicable, each district shall:

- be contiguous;
- utilize existing geographic or political boundaries;
- be of equal population;
- not divide communities of common interest; and
- be connected by transportation links.

The law also specifies that no district is to be drawn to favor any political party, incumbent legislator, or other person. Additionally, districts may not dilute the voting strength of any language or ethnic minority group.

Placing all of Wilsonville in one legislative district meets all of the criteria listed in ORS 188.010: all of Wilsonville is contiguous; utilizes existing geographic or political boundaries; does not divide communities of common interest; and is connected by transportation links, including I-5 and Wilsonville's SMART public-transit service.

A. Following is a specific review of findings that support a conclusion that all of Wilsonville should be placed in one single legislative district and not divided.

- **Be contiguous:**

By definition, all of the City of Wilsonville is contiguous, including the Charbonneau District south of the Willamette River and adjacent designated urban reserves for employment lands and residential areas. See Exhibit A: Map of Wilsonville, including Urban Expansion Areas and Urban and Rural Reserves.

- **Utilize existing geographic or political boundaries:**

The City of Wilsonville has an existing political boundary that is easily distinguished.

The Wilsonville area, including Charbonneau District, share certain characteristics of the North Willamette Watershed topographic features. Wilsonville lies in "topographic bowl," with Pete's Mountain to the east, Ladd Hill/Parrett Mountain to the west, Elligsen Hill and the Tualatin River watershed to the north, and Charbonneau District of south Wilsonville and the Willamette River to the south.

All of Wilsonville, including residents of the Charbonneau District, may participate in elections to elect the Mayor and City Councilors and Metro District 3 Councilor, as well as pay property taxes and receive City services.

- **Not divide communities of common interest:**

Residents of Wilsonville, located on the urbanized UGB edge of the greater Portland metro area, generally do their shopping, schooling and recreating in Wilsonville, which is a full-service city with most amenities readily available.

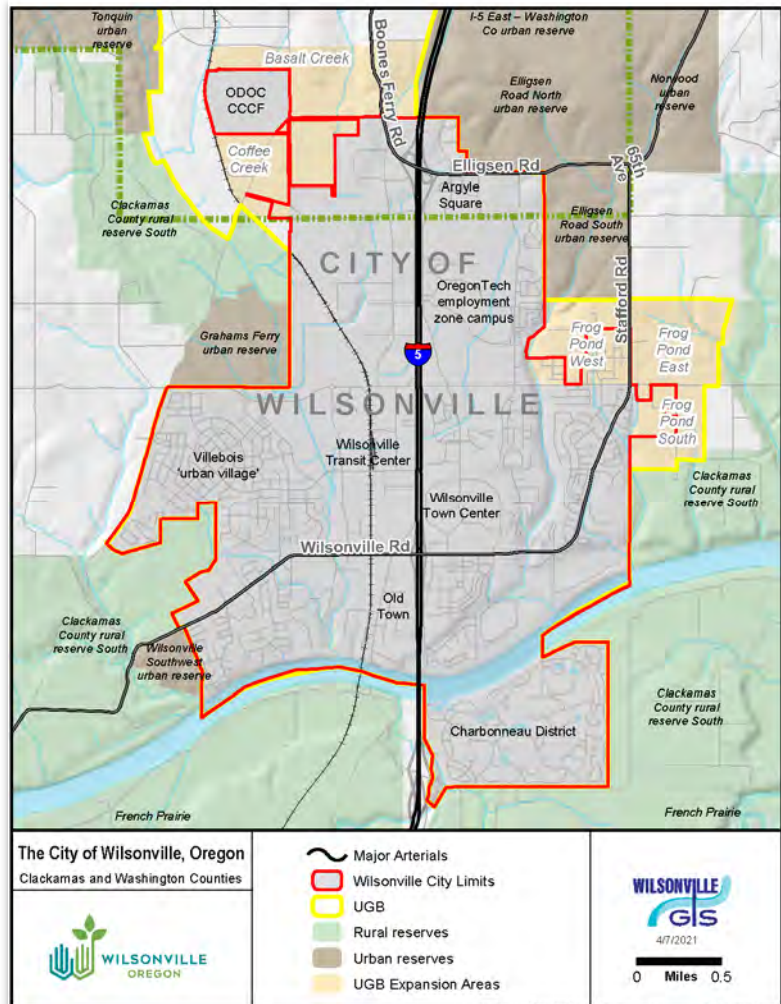
All of Wilsonville is served by City of Wilsonville utilities, including domestic water and wastewater treatment, that is funded by utility rate-payers and systems development charges on new commercial and residential construction.

All of Wilsonville is served with free public transit services of South Metro Area Regional Transit (SMART), one of two Federal Transit Administration urban-area transit providers serving the greater Portland region, that is funded primarily by Wilsonville businesses

All of Wilsonville is served by the Tualatin Valley Fire and Rescue (TVFR) District for emergency services of fire-fighting and medical calls funded by property-tax payers.

All of Wilsonville is served by the Clackamas County Sheriff's Office (CCSO) for law-enforcement services, including school resource officers for Wilsonville High School, funded by the City of Wilsonville.

Most Wilsonville students attend K-12 schools of the West Linn-Wilsonville School District No. 3 JT. Of approximately 9,230 school-age children attending public schools in Wilsonville,



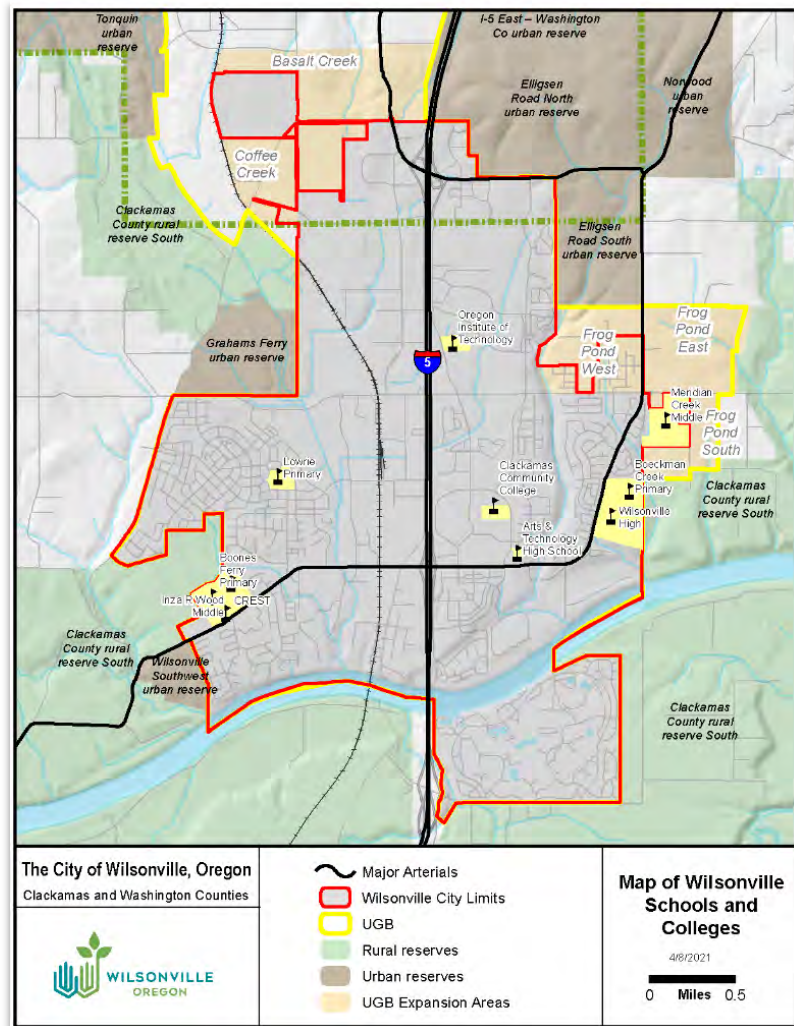
over 99% (9,206) attend primary, middle or high schools of the West Linn-Wilsonville School District located in Wilsonville. See Exhibit B: Map of Wilsonville Schools and Colleges.

As one of Oregon’s fastest growing cities for over 20 years, maintaining a community of common interest is important for our rapidly growing community. City leadership felt so strongly about this issue that in 2004 the City arranged a “land swap” between the Sherwood and West Linn-Wilsonville school districts so that children residing in the new Villebois development of western Wilsonville would attend school with other Wilsonville children.

Both Oregon Instituted of Technology’s Portland Metro Campus and Clackamas Community College’s Wilsonville Campus provide higher-education services to the students of the Wilsonville

schools, employers and the community. The colleges offer several programs, including high-school college-credit classes that contribute towards a bachelor’s degree or an associates degree, workforce development skills-training for Wilsonville employers’ employees, and community classes in a variety of topics.

Wilsonville has a substantial senior-citizen community, including five assisted-living facilities that are located in all residential quadrants of Wilsonville—south, east and west portions of Wilsonville. A substantial portion of the community’s Charbonneau district is composed of senior citizens who rely on City services. The City of Wilsonville operates a very active public seniors program of various social and physical-fitness activities based at the City’s Community Service Building. SMART provides ADA paratransit and dial-a-ride service to all areas of Wilsonville, with a focus on senior residents of Charbonneau.



Already, many residents who reside in adjacent UGB urban-reserve expansion areas view themselves as “Wilsonville residents” or conduct activities like shopping, worshipping and socializing in Wilsonville. Residents located immediately east in the Frog Pond/Advance area, north towards Norwood, west towards Ladd Hill and just south of the Willamette River use Wilsonville as their “home-base” city, representing a community of common interest.

In the 2011 Legislative Redistricting process, Wilsonville was divided between the two House Districts 26 and 39 and between the two Senate Districts of 13 and 20. Charbonneau was segmented away from the rest of Wilsonville into the largely rural House District 39 and State District 20 on the premise that the Canby School District boundary served as better indicator of community of interest than the Wilsonville City, Metro Urban Growth Boundary and the social connections with the rest of the City of Wilsonville. This decision was a mistake in the view of the Wilsonville City Council, which can be rectified by the 2021 Legislative Redistricting process. See Exhibit F: Wilsonville State Legislative Districts Maps and Notes.

The Charbonneau District, composed of over 1,600 households with approximately 2,600 residents is primarily a retirement community that includes a golf course and an assisted-living facility with memory care and hospice services. The Canby School District has confirmed that there are 24 students, or less than 1% of all Wilsonville K-12 students, currently enrolled from the 97070 Wilsonville zip code as of March 31, 2021. Of approximately 9,230 school-age children attending public schools in Wilsonville, over 99% (9,206) attend primary, middle or high schools of the West Linn-Wilsonville School District.

Charbonneau residents view Wilsonville as their community of common interest, and seek to be part of legislative districts where they elect their city and Metro officials, serve on volunteer committees, use the Wilsonville Public Library, ride SMART transit services, and utilize senior services and participate in programs at the Wilsonville Community Center.

- **Be connected by transportation links:**

All of Wilsonville is connected by transportation links, including Wilsonville’s SMART free public-transit service to all locations in town. While growing, Wilsonville has strived to be a compact community that provides multiple transportation options, including by vehicle, walking, biking or public transit.

The Charbonneau District of Wilsonville is connected by transportation links, including I-5 and SMART transit service, to the greater Wilsonville Town Center area, which serves as Charbonneau residents’ primary retail shopping center. The transportation links of Boeckman and Stafford Roads unite the Frog Pond urban reserve with the rest of the community. Similarly, Boones Ferry and Graham Ferry Roads and Day Street unite the Basalt Creek urban reserve expansion area with the rest of the City.

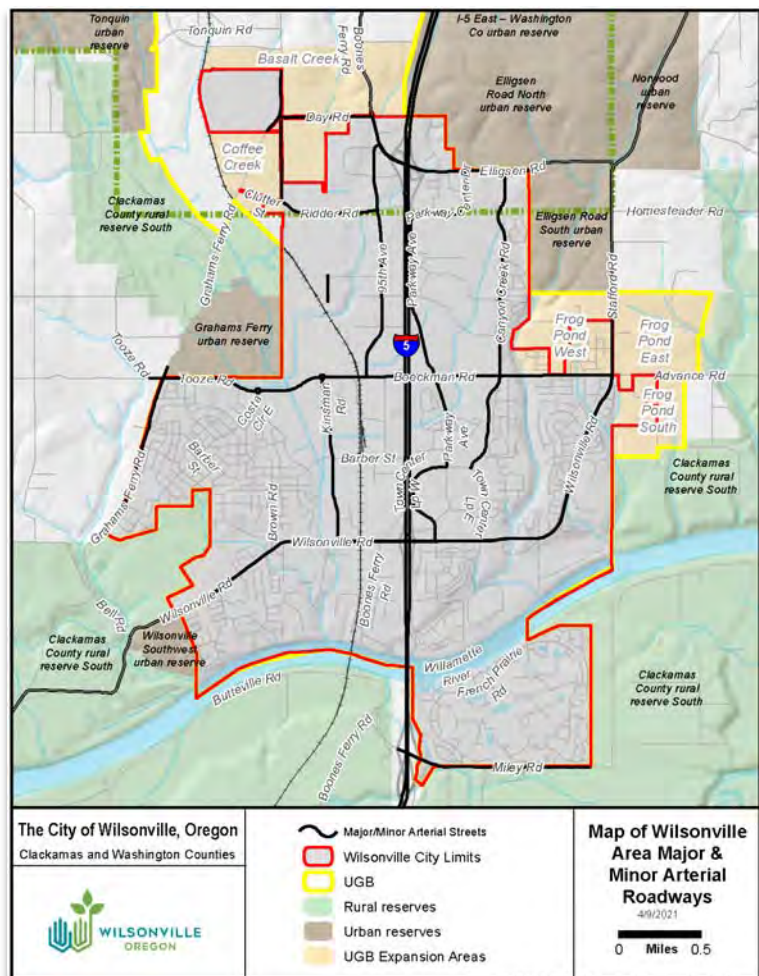
Several major and minor arterials connect the Wilsonville community:

North-South roadway connections:

- I-5 integrates the entire community from the south-end Charbonneau district to the north-end Coffee Creek/Elligsen area.
- Boones Ferry Road, SW 95th Avenue and Kinsman Road act as arterials running parallel and just west of I-5 connecting north and south Wilsonville.
- Parkway Avenue is a major arterial running parallel and just east of I-5 connecting north and south Wilsonville.
- Canyon Creek Road is a major arterial that connects central and north Wilsonville.

East-West roadway connections:

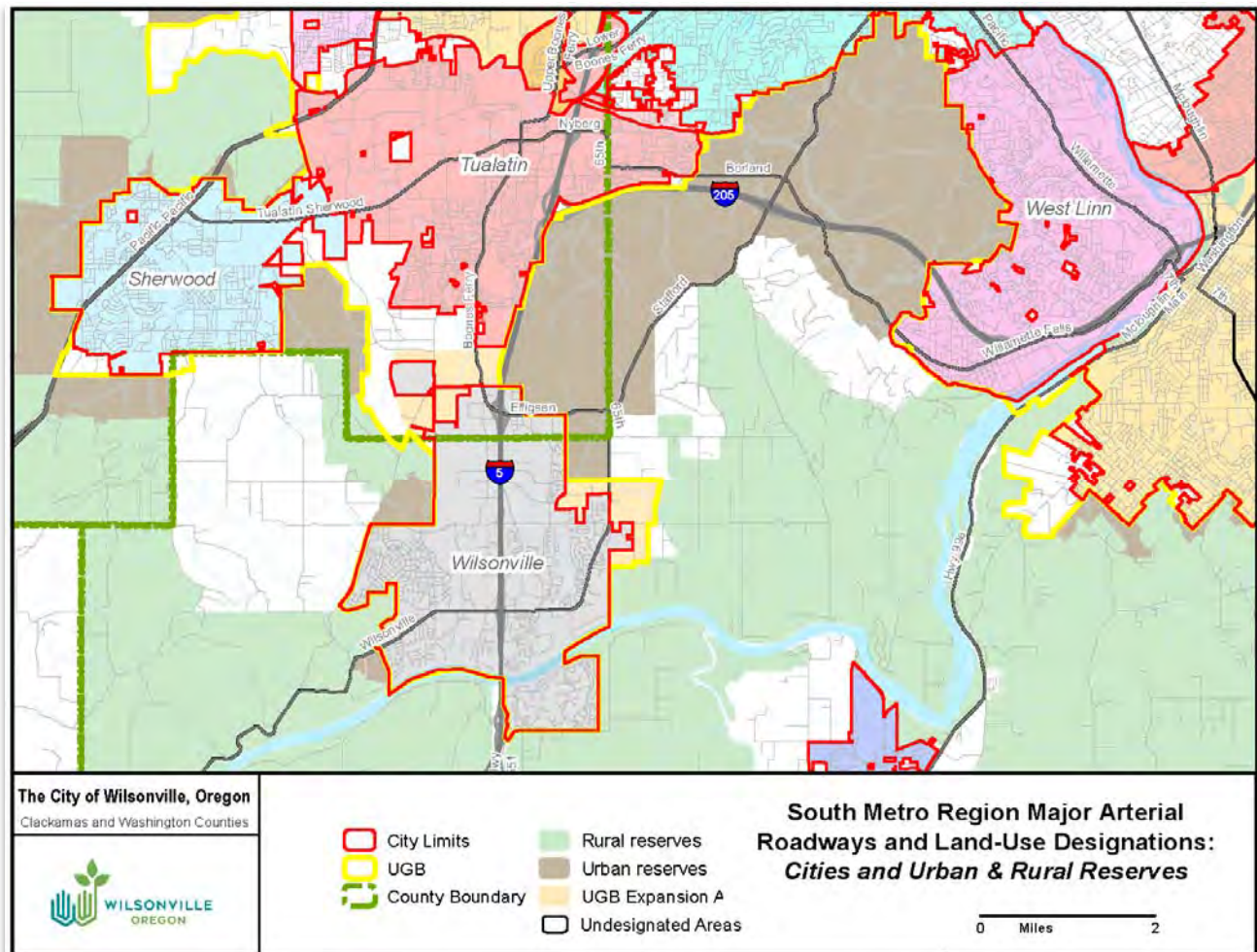
- Wilsonville Road is the community’s primary residential and commercial east-west thoroughfare connecting southeast and southwest Wilsonville.
- Boeckman Road is becoming a major connecting arterial, connecting east-central Wilsonville with west-central Wilsonville and the Villebois urban village development.
- Elligsen Road is the community’s primary industrial and commercial east-west thoroughfare connecting northeast and northwest Wilsonville. Also, the I-5 Exit 286 Boones Ferry/Elligsen Roads Interchange provides the westerly route via Elligsen, Boones Ferry and Day Road to the ODOC Coffee Creek Corrections Facility.



See Exhibit C: Map of Wilsonville Area Major & Minor Arterial Roadways.

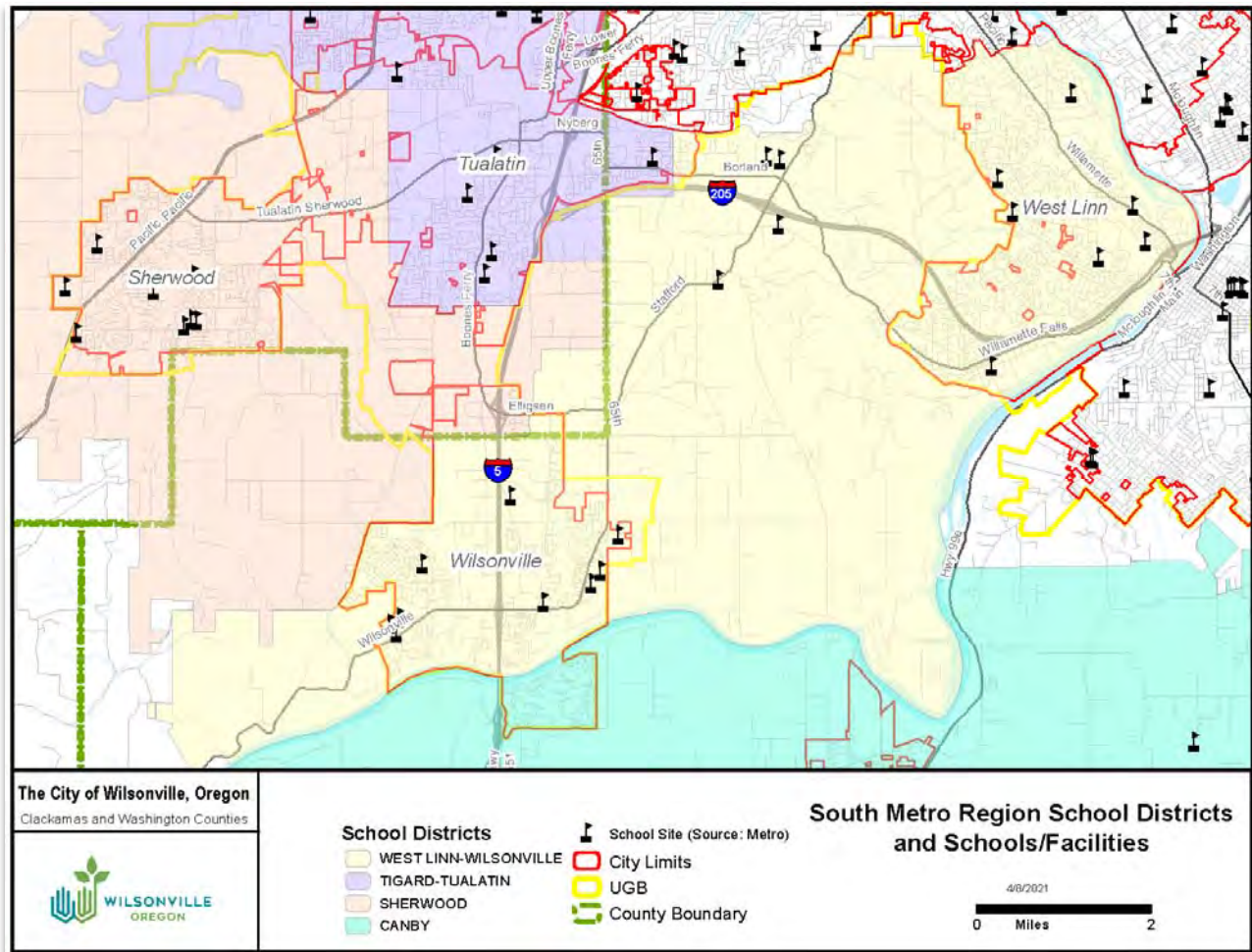
B. Following is a specific review of findings that support including Wilsonville in legislative districts with other neighboring cities of the South Metro Region with whom we share more common communities of interests, in order: 1) West Linn, 2) Tualatin, and 3) Sherwood.

See Exhibit D: Map of South Metro Region Major Arterial Roadways and Land-Use Designations: Cities and Urban and Rural Reserves (image below), and Exhibit E: Map of South Metro Region School Districts and Schools/Facilities.



1) West Linn

The cities of West Linn and Wilsonville share a common school district, West Linn-Wilsonville School District No. 3 JT. Most Wilsonville students attend schools of the West Linn-Wilsonville School District. Of approximately 9,230 school-age children attending public schools in Wilsonville, over 99% (9,206) attend primary, middle or high schools of the West Linn-Wilsonville School District.



Wilsonville schools play a pivotal role in the community for K-12 education, sporting activities, cultural events and providing key social services.

City of Wilsonville city government has a very close association with the West Linn-Wilsonville School District. City support for the West Linn-Wilsonville School District has included contributing \$2 million toward sports fields and facilities at Wilsonville High School, \$3 million towards land purchase for a new primary school to serve the developing Villebois area of west Wilsonville, and an \$800,000 public-art project with the West Linn-Wilsonville School District for the I-5/Wilsonville Road interchange area..

In 2004, the City of Wilsonville worked with the West Linn-Wilsonville School District and Sherwood School District to “trade land” to adjust district boundaries that resulted in the children of residents in the Villebois portion of west Wilsonville being able to attend West Linn-Wilsonville School District schools rather than Sherwood schools in order to allow most Wilsonville children to attend the same schools.

Wilsonville and West Linn are connected by transportation links, including Stafford Road and I-5/I-205.

2) Tualatin

The cities of Wilsonville and Tualatin are located approximately one mile apart, and eventually will grow to share a common city-limits boundary. The two cities share a common economic complexion, with each city having over 30% of its land-base zoned for industrial employment. Businesses tend to move back and forth between the two cities, both located along the South Metro I-5 Corridor, based on expansion/contraction mode or expiring lease terms.

Both Wilsonville and Tualatin are located in two counties: Clackamas and Washington Counties. Wilsonville and Tualatin are currently engaged in planning efforts with Washington County focused on the 595-acre Basalt Creek urban reserve area that unite the two communities.

Wilsonville and Tualatin are connected by various transportation links, including Boones Ferry Road, 65th Avenue, and I-5. Additionally, SMART provides public transit bus service, and the TriMet WES commuter rail train connect the two communities.

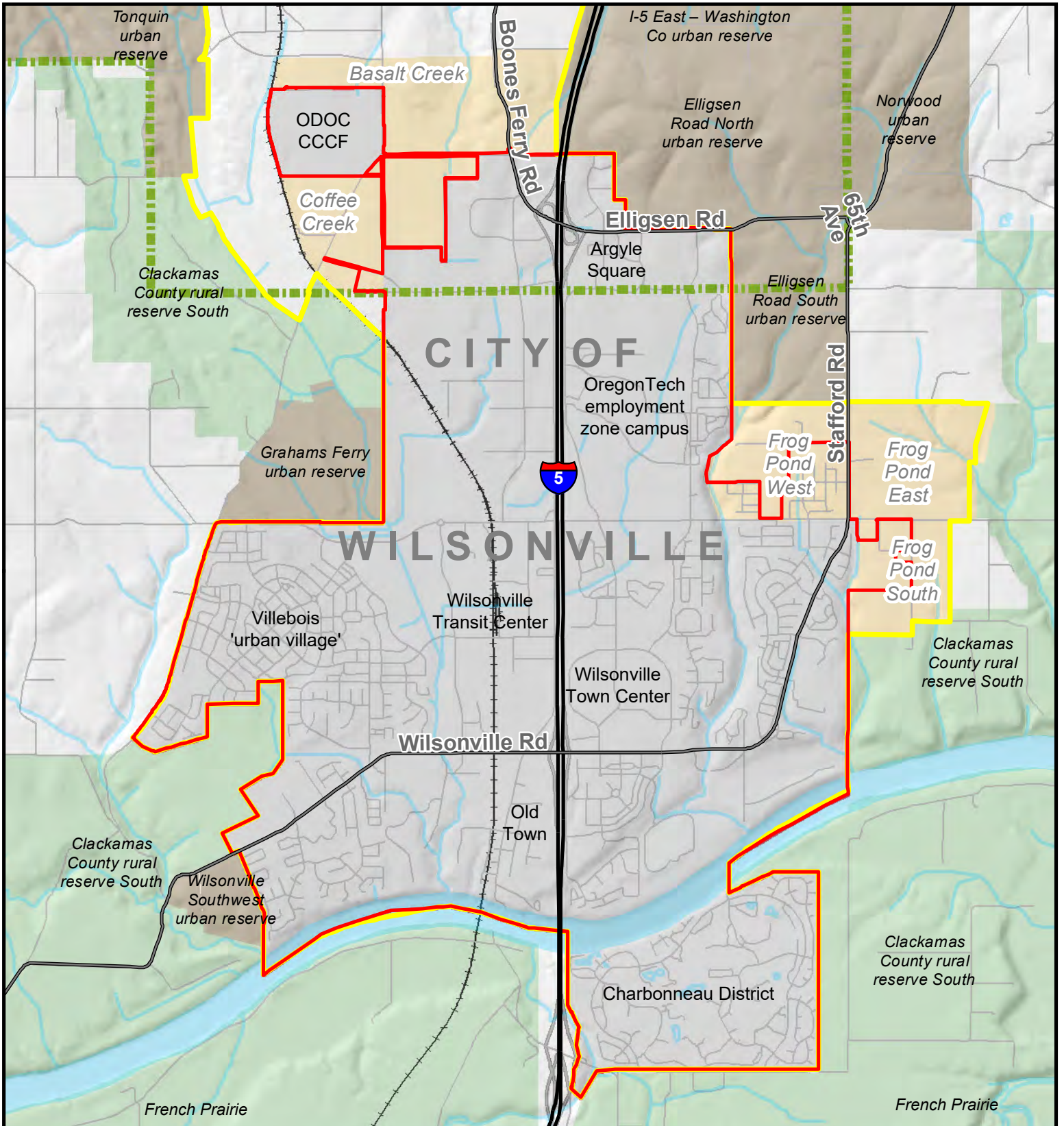
3) Sherwood

The cities of Wilsonville and Sherwood are located approximately 2.4 miles apart, and have been in the same legislative districts for over 20 years. Traditionally, the Wilsonville “Wildcats” and the Sherwood “Bowmen” have the annual fall homecoming football game.

Wilsonville and Sherwood have constructed a five-mile-long water transmission pipeline system that allows Wilsonville’s Willamette River Water Treatment Plant to serve Sherwood’s domestic water needs with 5 million gallons per day.

EXHIBITS ATTACHED:

- Exhibit A: Map of Wilsonville, including Urban Expansion Areas and Urban and Rural Reserves
- Exhibit B: Map of Wilsonville Schools and Colleges
- Exhibit C: Map of Wilsonville Area Major & Minor Arterial Roadways
- Exhibit D: Map of South Metro Region Major Arterial Roadways and Land-Use Designations: Cities and Urban and Rural Reserves
- Exhibit E: Map of South Metro Region School Districts and Schools/Facilities
- Exhibit F: Wilsonville State Legislative Districts Maps and Notes



The City of Wilsonville, Oregon
Clackamas and Washington Counties

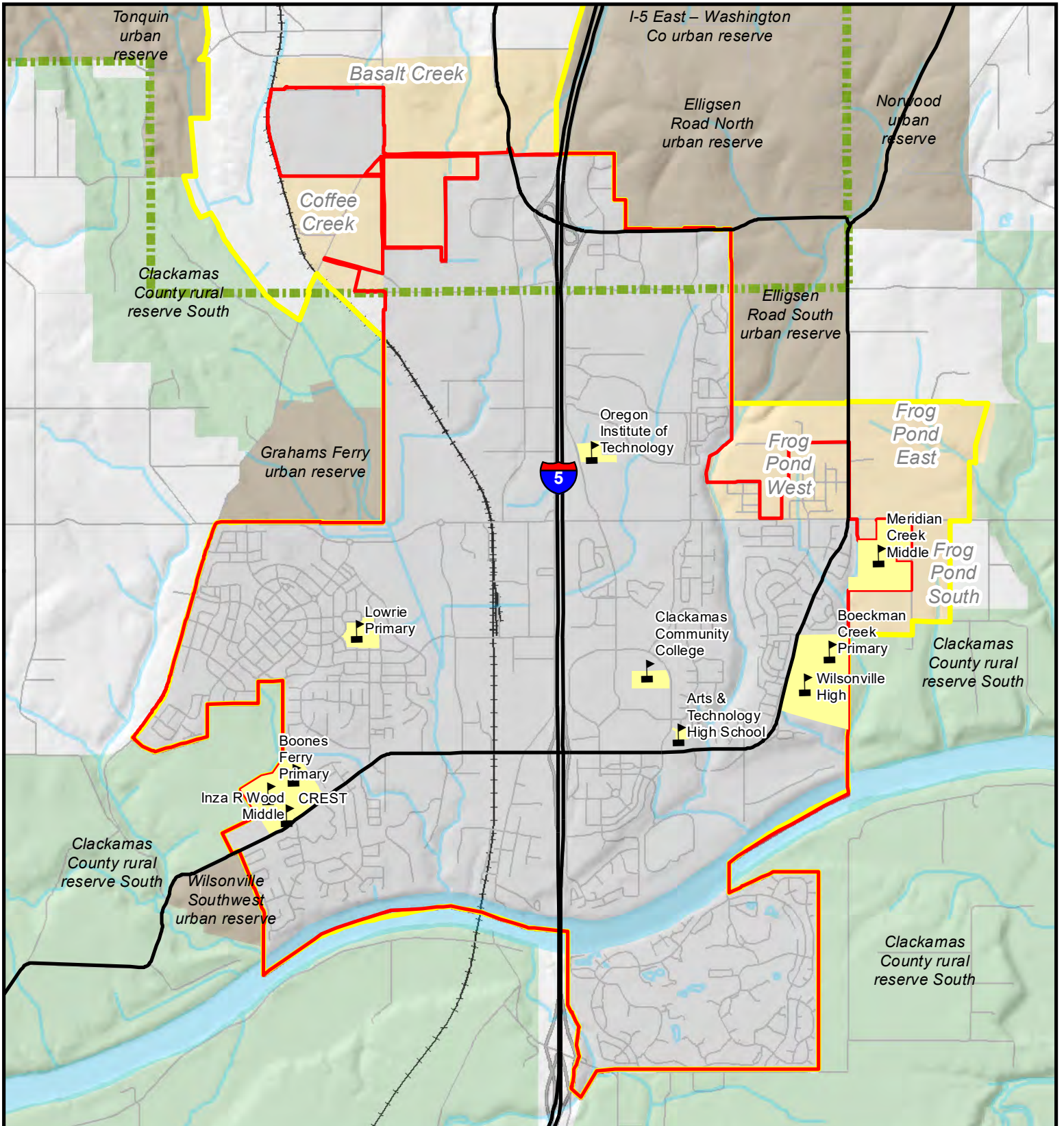


-  Major Arterials
-  Wilsonville City Limits
-  UGB
-  Rural reserves
-  Urban reserves
-  UGB Expansion Areas



4/7/2021

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The City of Wilsonville, Oregon
Clackamas and Washington Counties

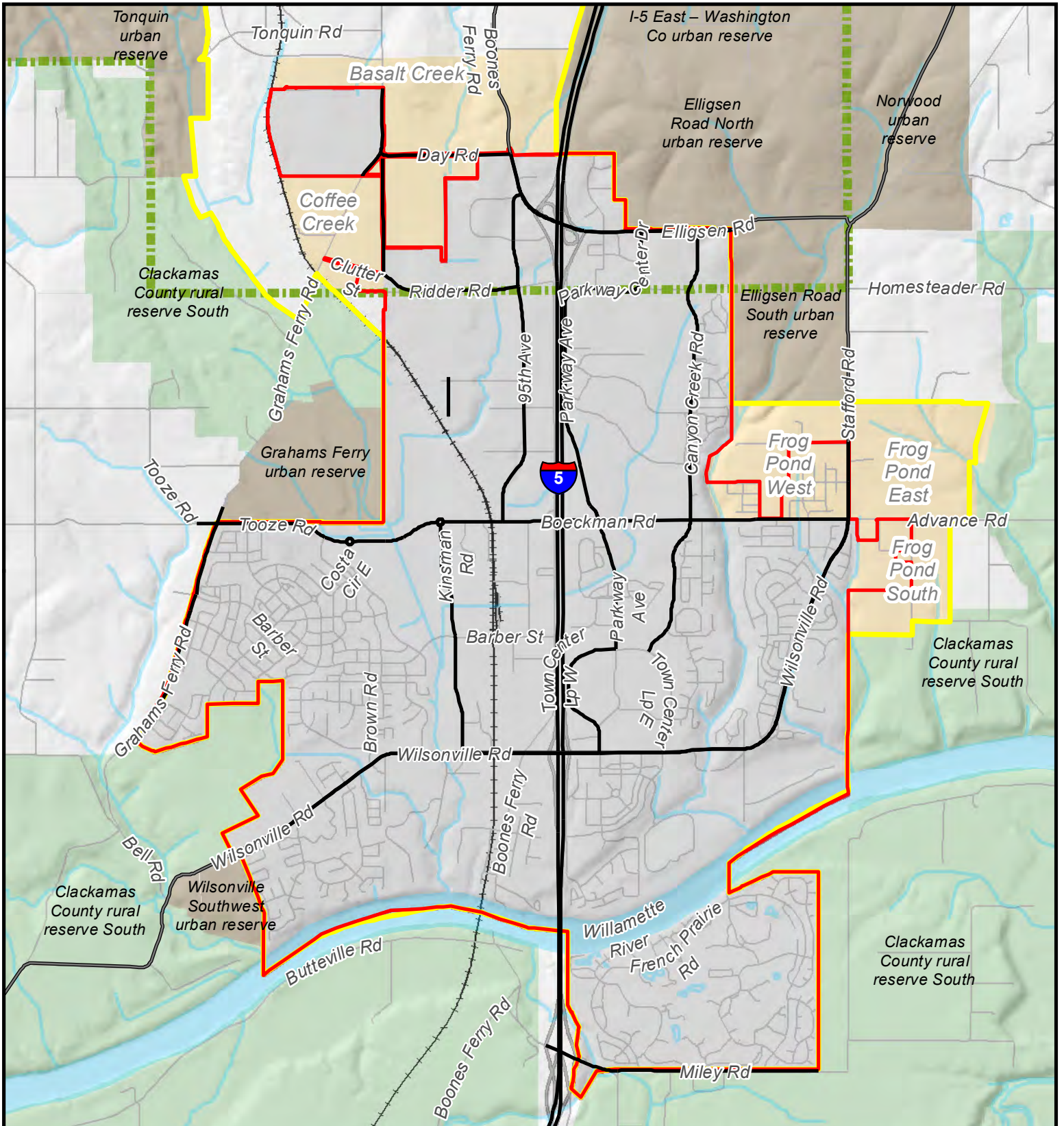


-  Major Arterials
-  Wilsonville City Limits
-  UGB
-  Rural reserves
-  Urban reserves
-  UGB Expansion Areas

Map of Wilsonville Schools and Colleges







4/8/2021

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The City of Wilsonville, Oregon
Clackamas and Washington Counties

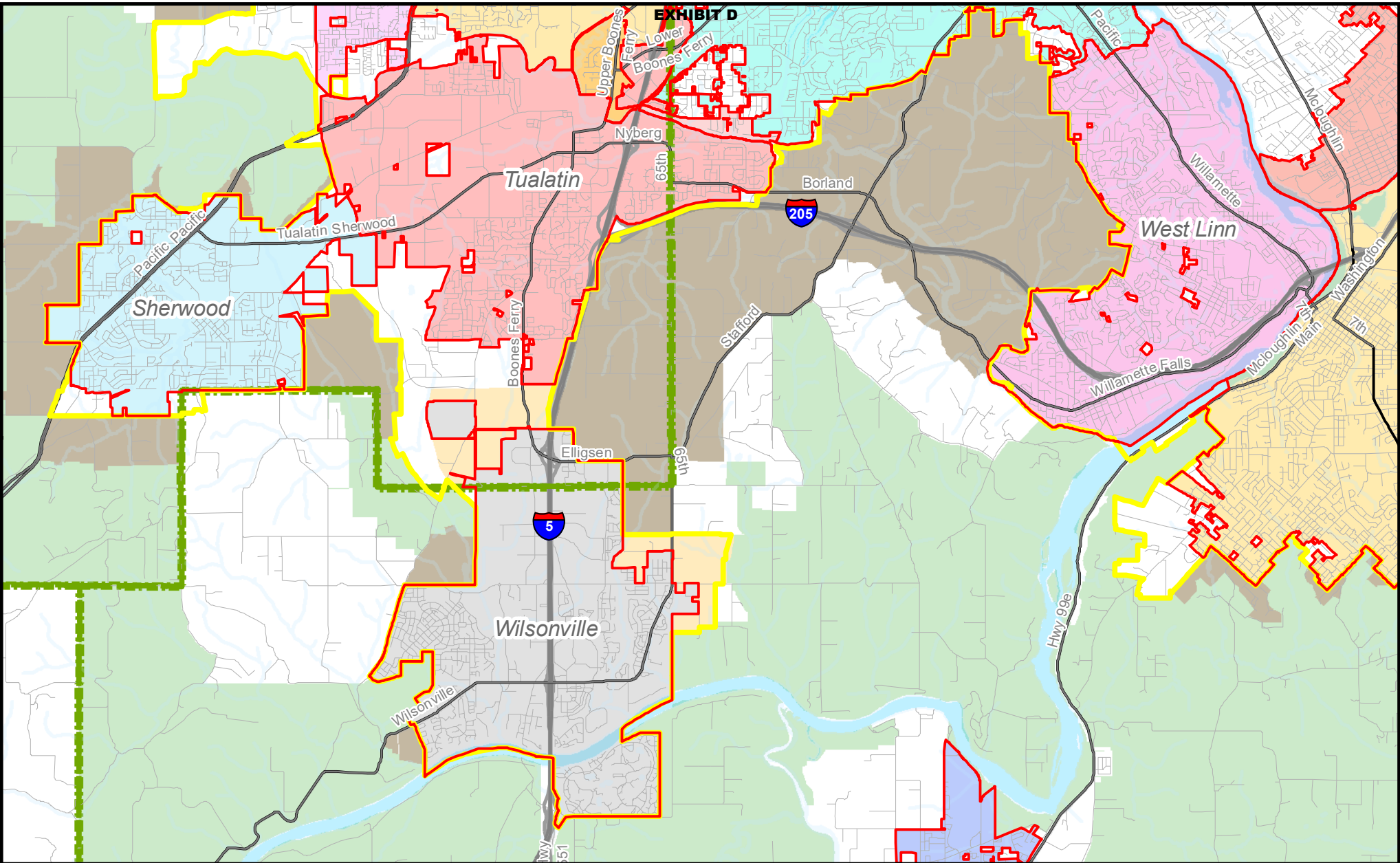


-  Major/Minor Arterial Streets
-  Wilsonville City Limits
-  UGB
-  Rural reserves
-  Urban reserves
-  UGB Expansion Areas

Map of Wilsonville Area Major & Minor Arterial Roadways

4/9/2021

0 Miles 0.5
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The City of Wilsonville, Oregon
 Clackamas and Washington Counties



- City Limits
- UGB
- County Boundary
- Rural reserves
- Urban reserves
- UGB Expansion A
- Undesignated Areas

South Metro Region Major Arterial Roadways and Land-Use Designations: Cities and Urban & Rural Reserves

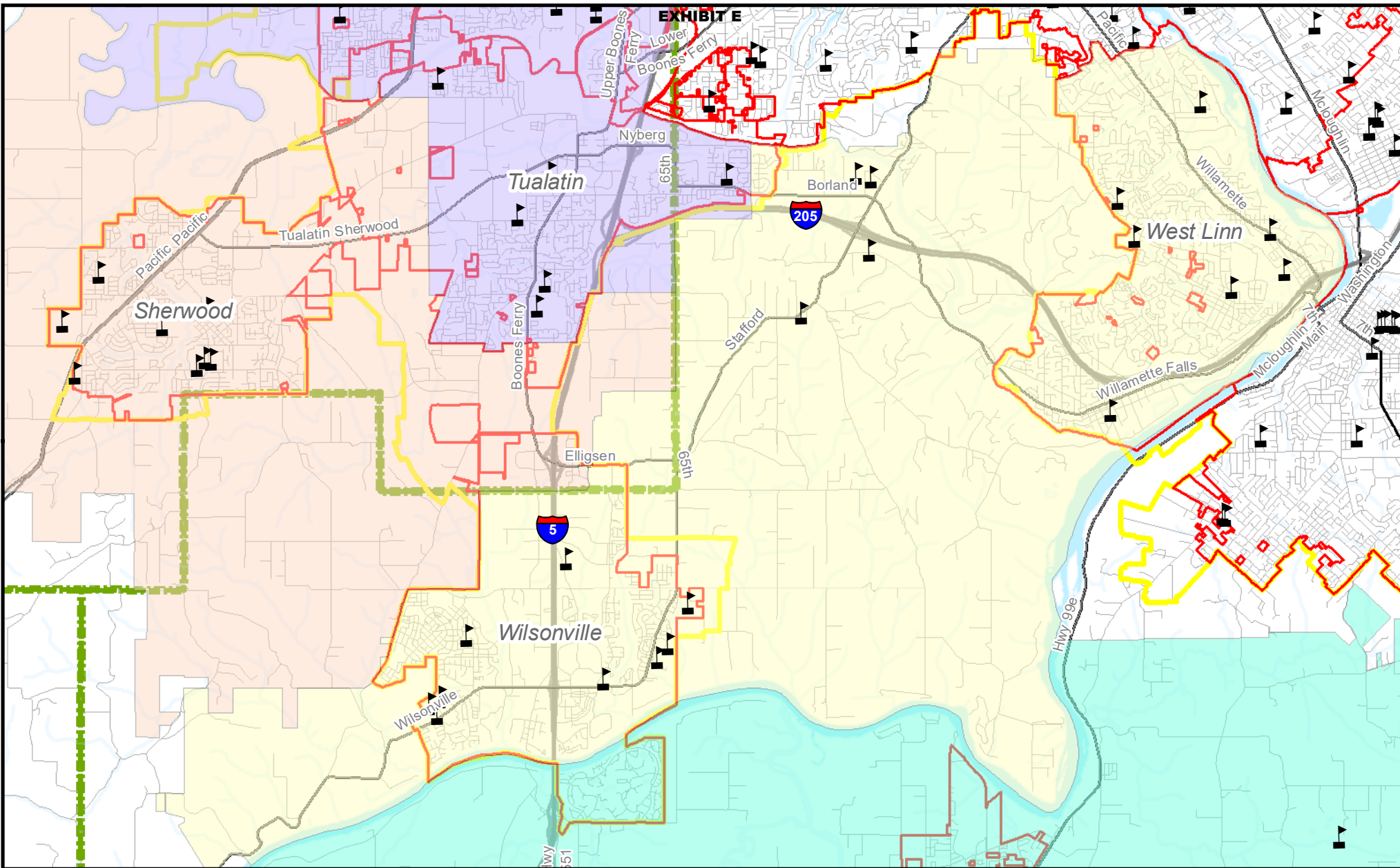


EXHIBIT E

The City of Wilsonville, Oregon
Clackamas and Washington Counties



- | | |
|-------------------------|-------------------------------|
| School Districts | ▲ School Site (Source: Metro) |
| ■ WEST LINN-WILSONVILLE | ■ City Limits |
| ■ TIGARD-TUALATIN | ■ UGB |
| ■ SHERWOOD | ■ County Boundary |
| ■ CANBY | |

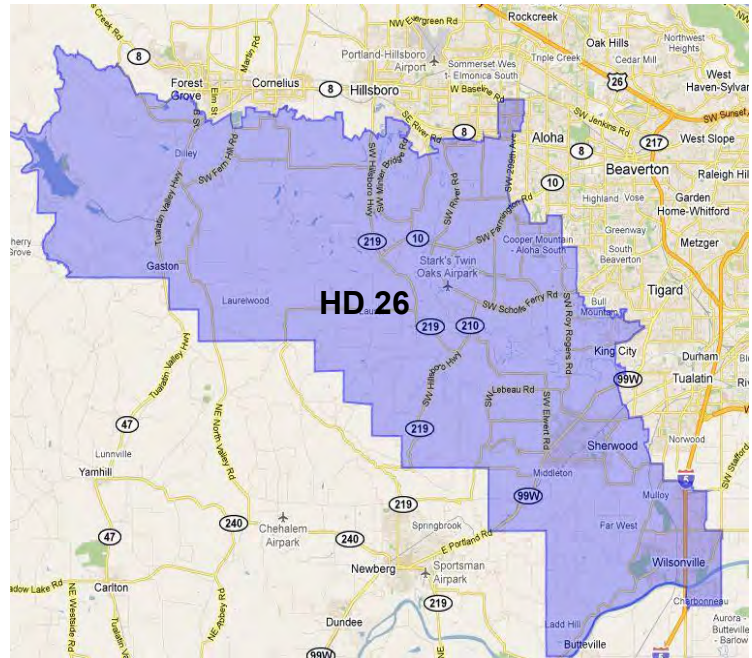
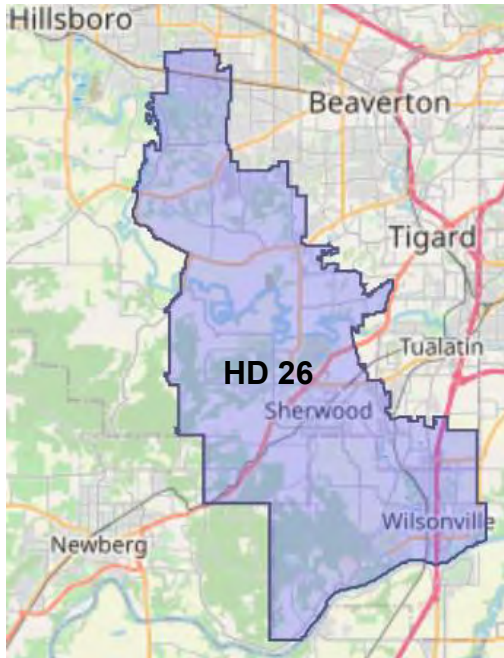
South Metro Region School Districts and Schools/Facilities

4/8/2021
 0 Miles Page 179 of 632

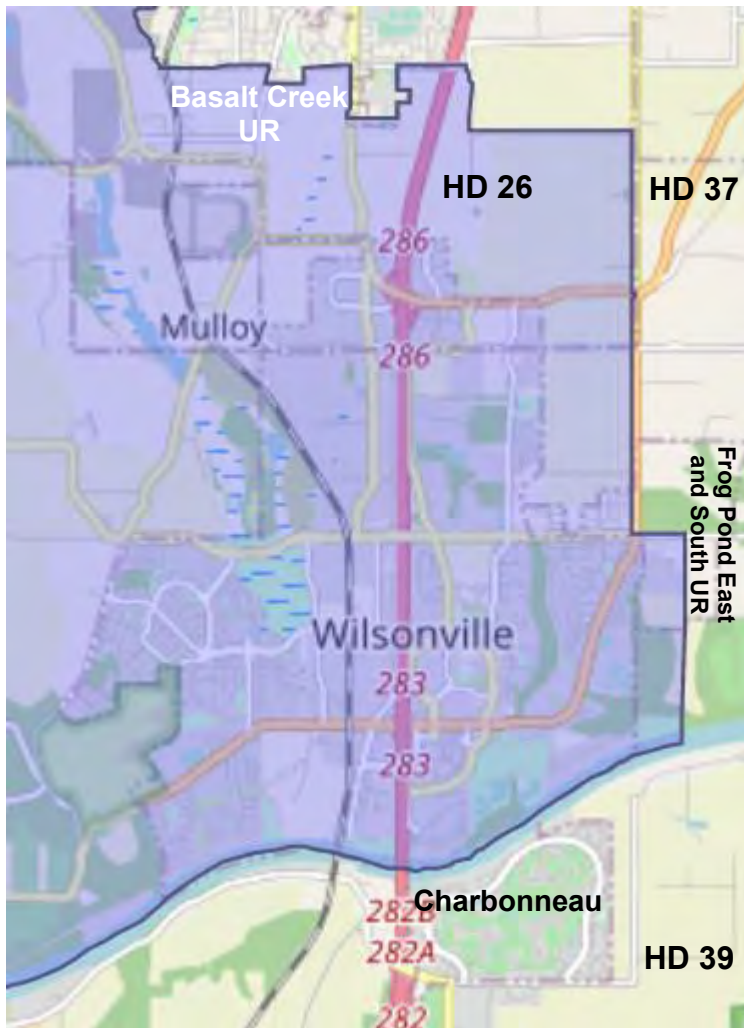
Oregon House District 26 (shown in purple shade)

Current: 2011-2021

Prior: 2001-2011



Close-up of current House District 26 near Wilsonville

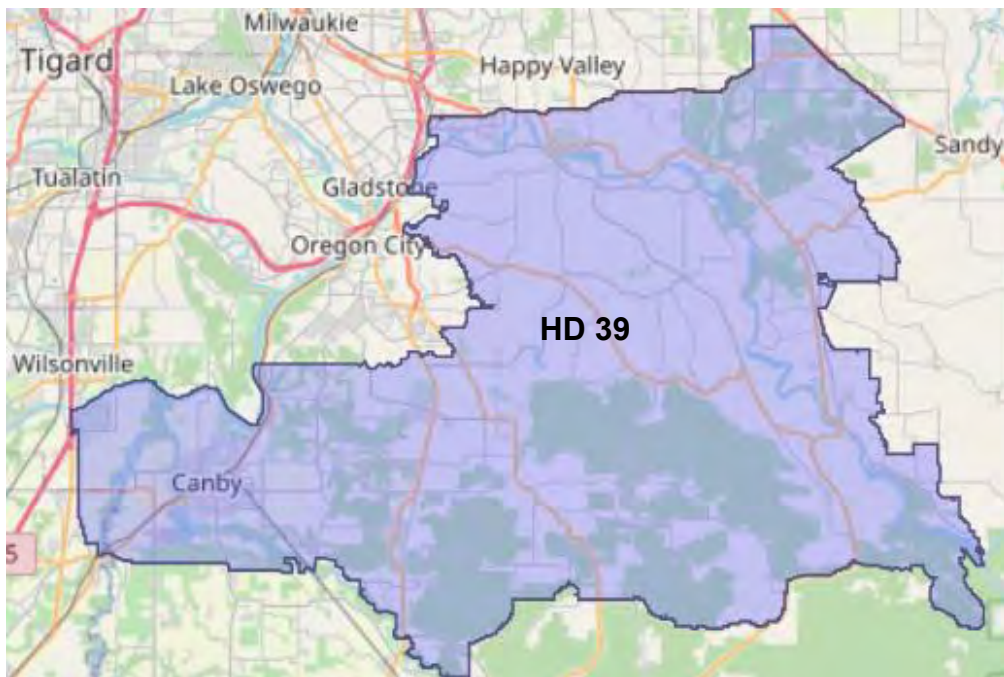


NOTES:

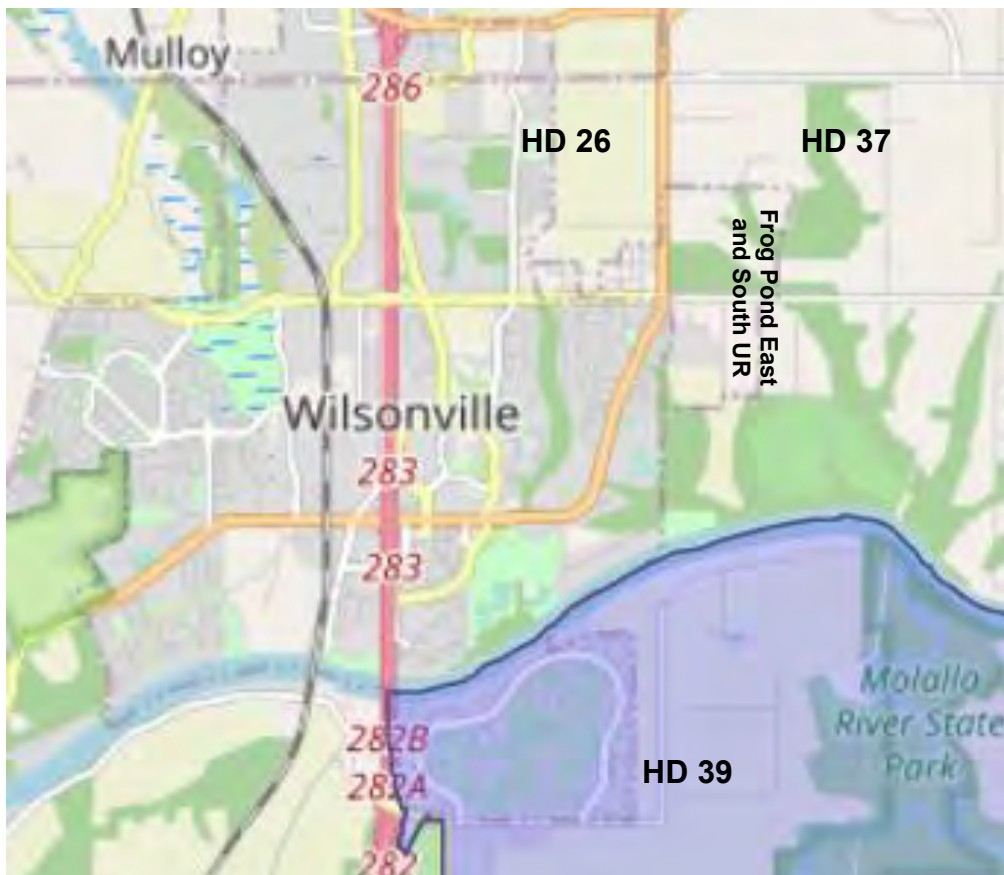
- Basalt Creek Urban Reserve (UR) is currently located in HD 26; prior to 2011 was in HD 37.
- Frog Pond East and South URs are currently located in HD 39; district boundary adjusted in 2011 to include part of Frog Pond South (Meridian Creek Middle School) in HD 26.
- Charbonneau District located in HD 39; prior to 2011 was part of HD 26.

Oregon House District 39 (shown in purple shade)

Current: 2011-2021

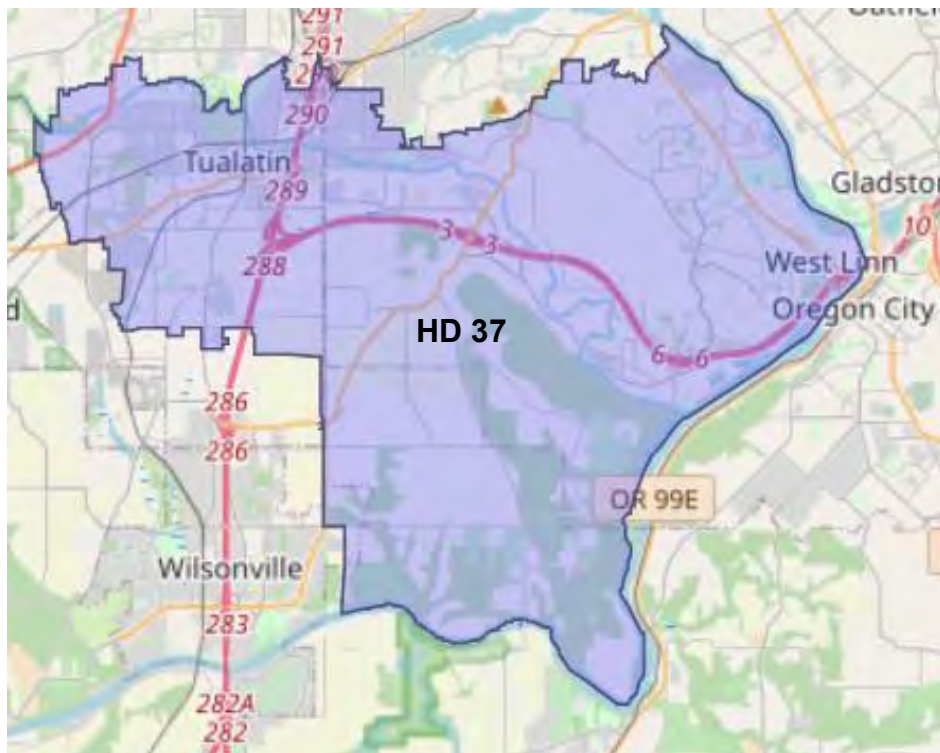


Close-up of current House District 20 near Wilsonville

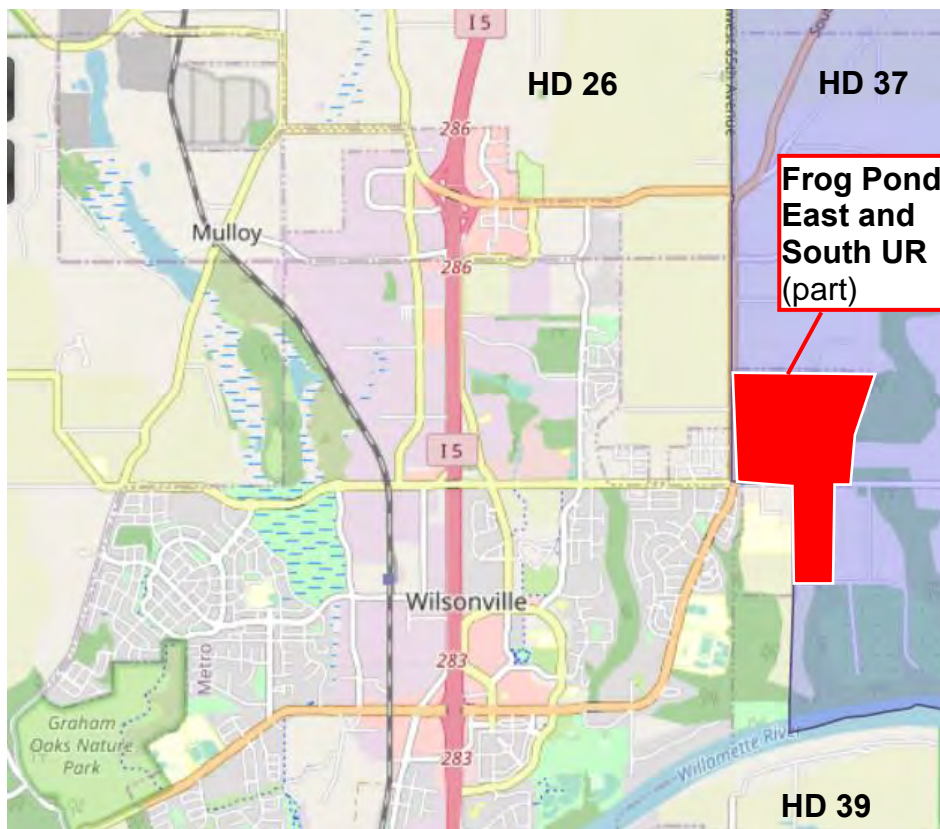


Oregon House District 37 (shown in purple shade)

Current: 2011-2021



Close-up of current HD 37 near Wilsonville



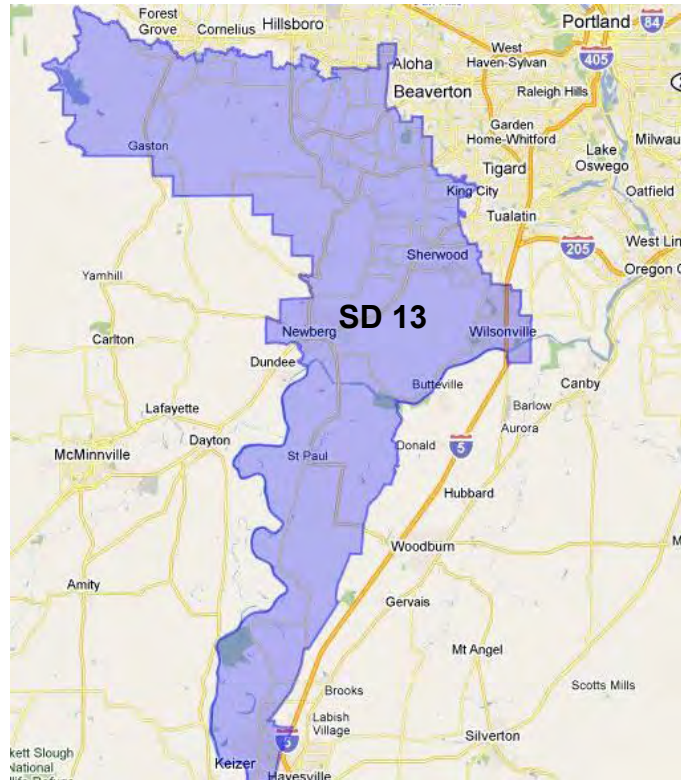
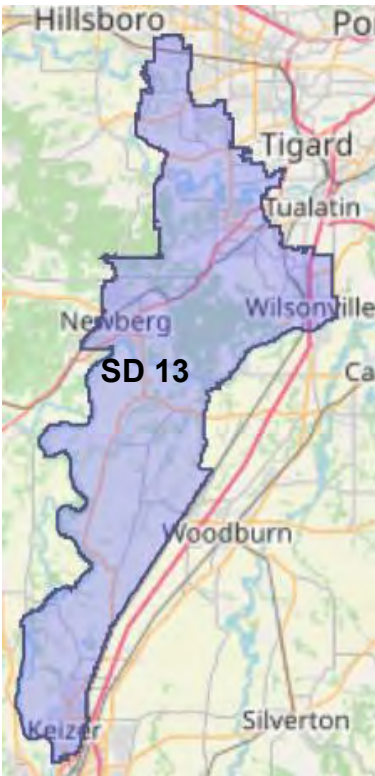
NOTES:

- Frog Pond East and part of Frog Pond South Urban Reserves (UR) in HD 39.
- A portion of Frog Pond South UR was brought into UGB and then annexed into City limits for the Meridian Creek Middle School.

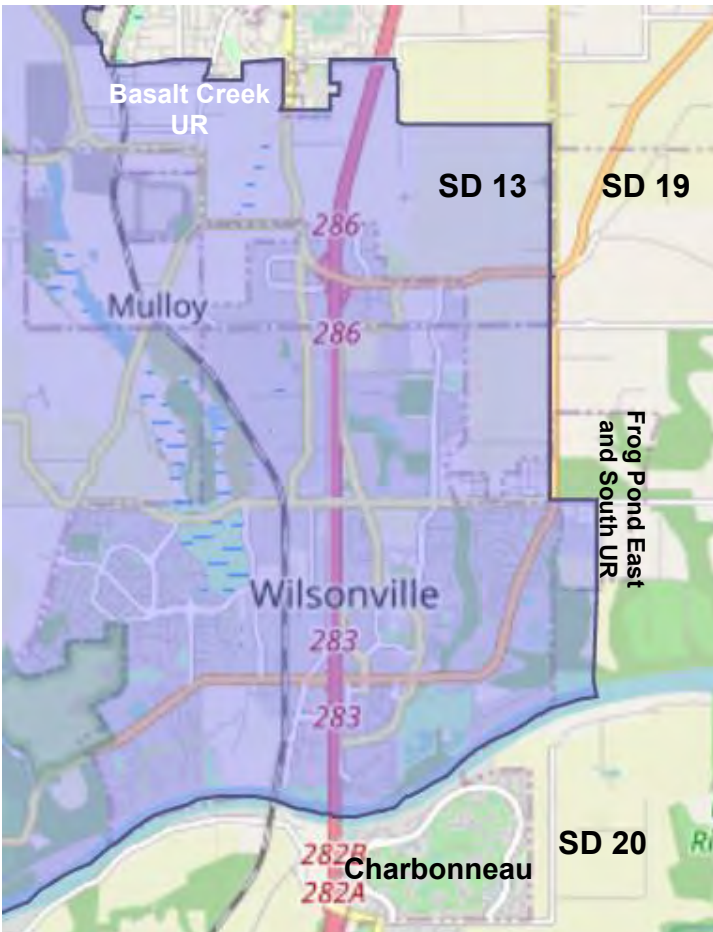
Oregon Senate District 13 (shown in purple shade)

Current: 2011-2021

Prior: 2001-2011



Close-up of current SD 13 near Wilsonville

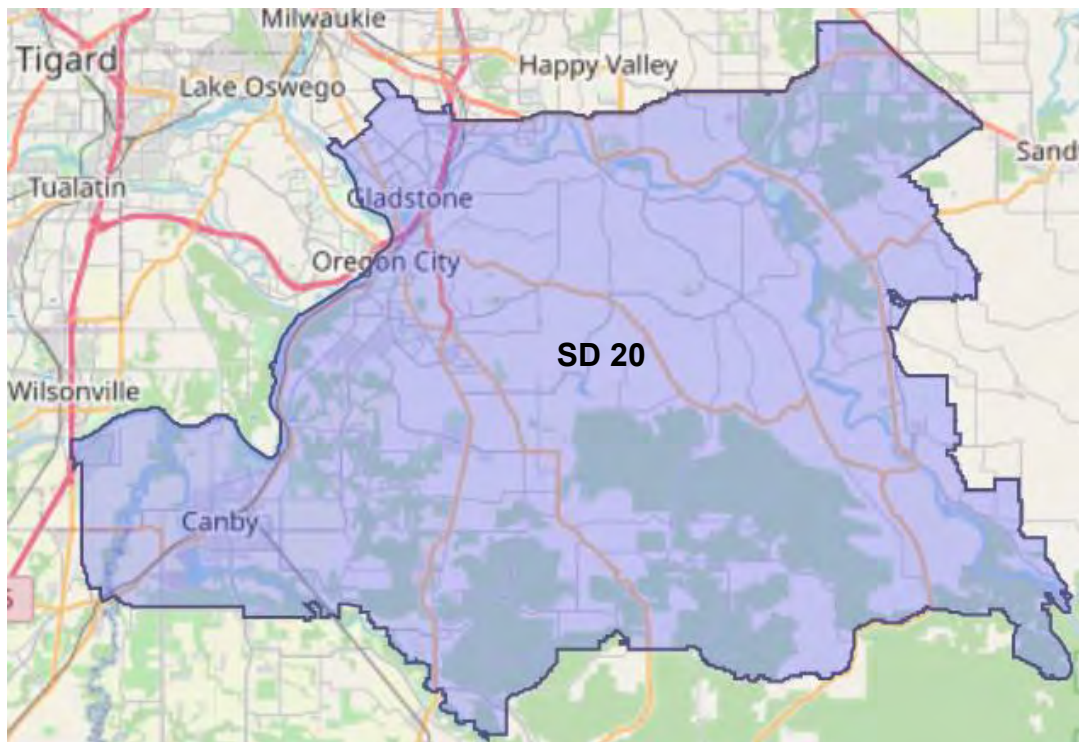


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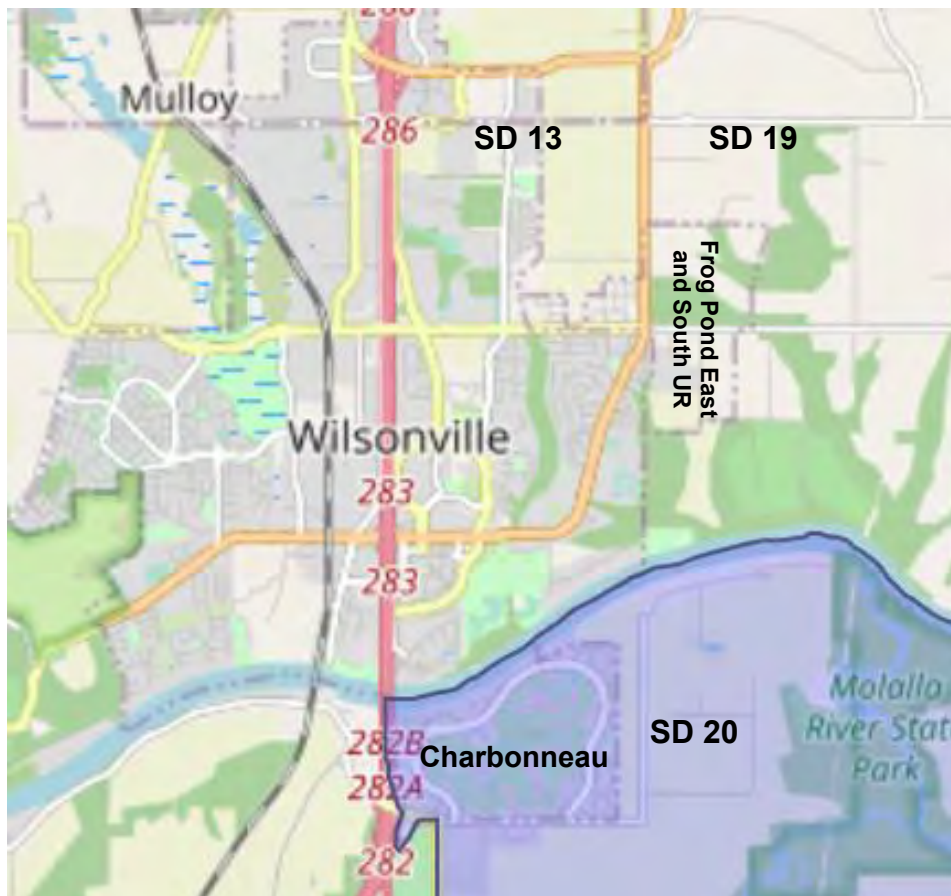
- Basalt Creek Urban Reserve (UR) is currently located in SD 13; prior to 2011 was in SD 19.
- Frog Pond East and South URs are currently located in SD 19; district boundary adjusted in 2011 to include part of Frog Pond South (Meridian Creek Middle School) in SD 19.
- Charbonneau District located in SD 20; prior to 2011 was part of SD 13.

Oregon Senate District 20 (shown in purple shade)

Current: 2011-2021



Close-up of current SD 20 near Wilsonville

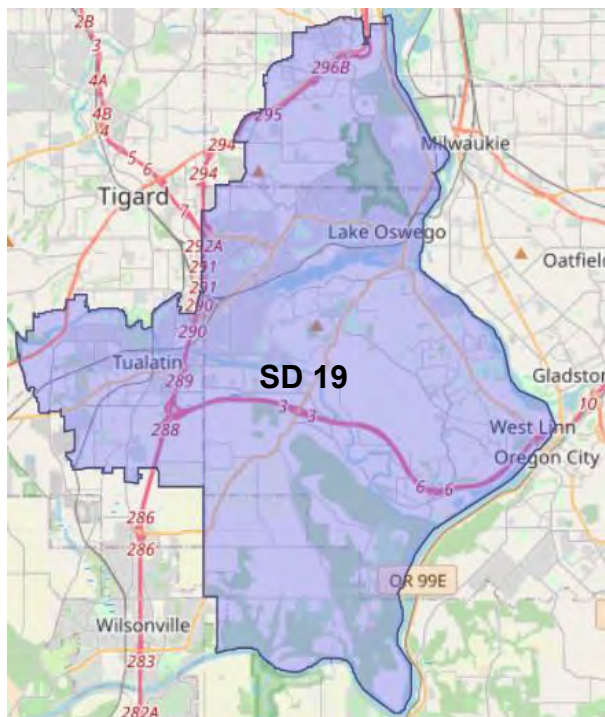


NOTES:

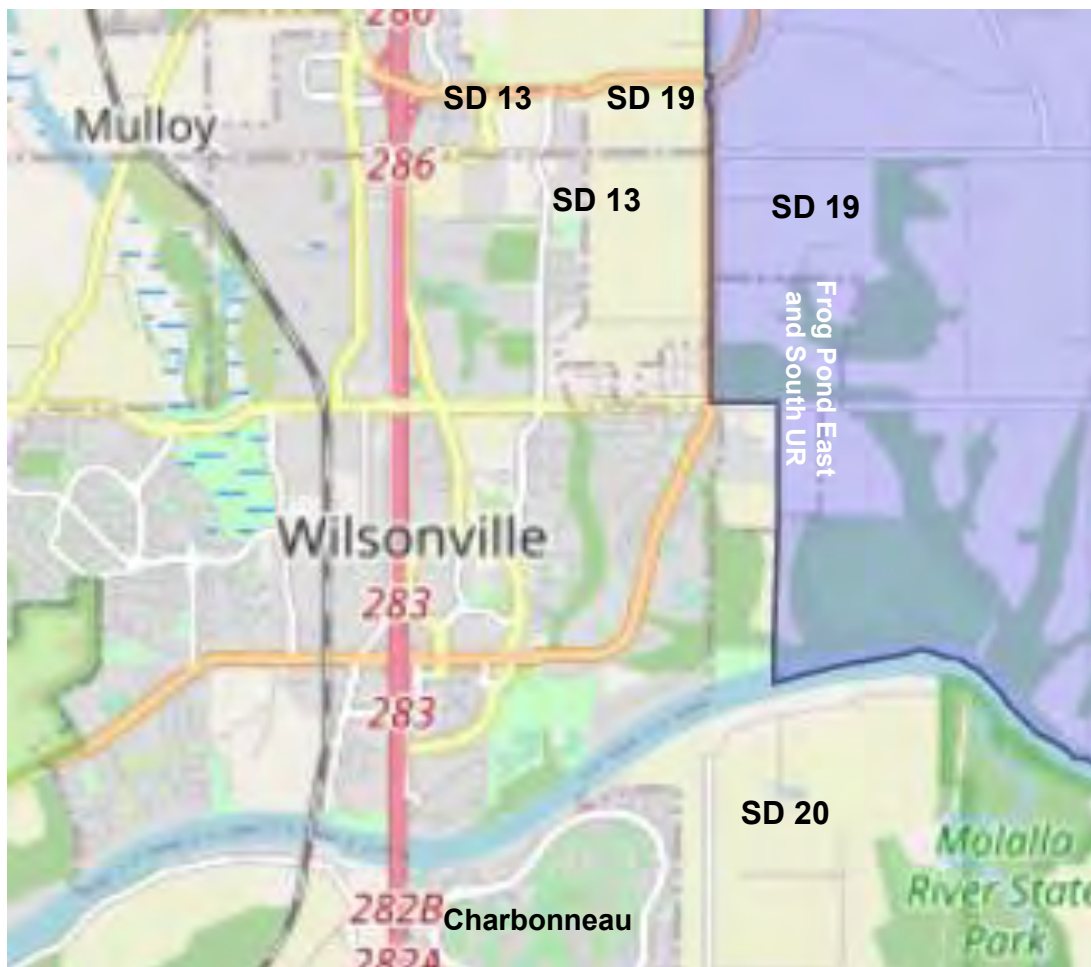
- Charbonneau District located in SD 20; prior to 2011 was part of SD 13.

Oregon Senate District 19 (shown in purple shade)

Current: 2011-2021



Close-up of current SD 19 near Wilsonville



NOTES:

- Frog Pond East and South URs are currently located in SD 19; district boundary adjusted in 2011 to include part of Frog Pond South (Meridian Creek Middle School) in SD 19.

September 7, 2018

Governor Kate Brown
Oregon State Capitol
Salem, Oregon

[Via electronic mail]

Re: Recapitalization of Brownfields Redevelopment Fund

Dear Governor Brown:

Thousands of properties around Oregon are vacant or underutilized because of known or perceived environmental contamination. More than half of these so-called brownfields are located in economically distressed communities. These properties, which can be found in virtually every city and county in the state, are failing to contribute to Oregon's economic recovery and are undermining the livability of communities statewide.

Studies conducted by local governments across Oregon – including in the Rogue Valley, Ontario, Lincoln City, The Dalles, Tigard and Portland – have identified the local potential for cleanup and redevelopment of these vacant, blighted, and/or underutilized sites. A 2014 ECONorthwest analysis found that each dollar the state invests in brownfield redevelopment programs leverages an additional \$116 toward redevelopment.

In 2014, a new statewide coalition came together to address this opportunity by supporting both existing and new policy and funding tools that can facilitate brownfield cleanup and redevelopment. Beginning in the 2015 legislative session, the Oregon Brownfield Coalition has been instrumental in the passage of legislation and funding to support this goal.

One existing tool that plays a key role in brownfield cleanup is the state's Brownfields Redevelopment Fund (BRF), administered by Business Oregon. The BRF, which provides both grants and loans to address contaminated sites statewide, has supported brownfield redevelopment projects in communities located in 33 Oregon counties. It was last recapitalized with \$7 million from lottery bonds authorized by the 2015 Legislature with the support of the Oregon Brownfield Coalition.

Due to increasing demand for brownfields financing assistance, Business Oregon anticipates that the BRF will need to be recapitalized again by the end of the 2019-2021 biennium. We understand that the agency has submitted a request for \$10 million in lottery bond proceeds to recapitalize this Fund. The undersigned organizations support this request and ask that you include \$10 million for the recapitalization of the Brownfields Redevelopment Fund in your recommended 2019-2021 budget.

Thank you very much for your consideration of this request.

Sincerely,





WE SUPPORT FEDERAL INFRASTRUCTURE INVESTMENTS IN THE I-205 BOTTLENECK PROJECT

June 16, 2021

We are requesting the Oregon Congressional Delegation’s full support to prioritize federal funding to seismically retrofit and widen the I-205 Abernethy Bridge over the Willamette River. Acting today ensures Phase 1 of this bottleneck project, one of many projects of regional and national significance in Oregon, can begin construction as early as 2022. Federal contribution will diversify the funds to construct this critical project now, and potentially prevent the need to toll the Abernethy Bridge years ahead of the implementation of a comprehensive regional pricing program.

The Abernethy Bridge is in need of vital seismic repairs and serves as a strategic link for freight transportation on the national interstate system providing a wide array of economic benefits to Clackamas County, the region, the State of Oregon, and the nation as a whole.

The proposed project will widen the I-205 Abernethy Bridge with an additional through-lane in each direction, eliminating a freight bottleneck on the I-205 corridor. Serving both Oregon and Washington residents and businesses, I-205 is predominantly six lanes for most of its 37-mile length. However, its southern-most section, which includes the Abernethy Bridge, reduces to only four lanes, creating bottleneck congestion in peak hours for commuters and freight users.

This project will provide enhanced freight mobility that will benefit the entire northwest. I-205 connects advanced manufacturing, high tech, forestry, agricultural, and distribution/shipping businesses in Clackamas County, Portland, and the Willamette Valley with major import-export facilities such as the Port of Portland, the Portland International Airport, and the Port of Tacoma. Improvements of the bottleneck at the I-205 Abernethy Bridge will benefit the businesses and their employees who depend on reliable movement of products to these freight facilities who do their part to strengthen the economy of Oregon and the Pacific Northwest.

Federal funding today can advance construction on the I-205 Abernethy Bridge and move the project to construction in early 2022. We are counting on your support for a project that will strategically enhance regional seismic stability and provide significant benefits to local and regional commuters, economic development, and West Coast freight mobility. We urge you to support this project, and thank you for your consideration of this request.



Testimony by City of Wilsonville Mayor Julie Fitzgerald Supporting HB 2344:

Proposed Legislation Requires Proper Labeling of Disposable Wipes that Should Not Be Flushed Down the Toilet and Often Clog Sewerage Pipes

Scheduled for public hearing on February 9, 2021, before the House Committee on Water

Chair Helm and Members of the Committee:

On behalf of the City of Wilsonville City Council, I am testifying in support of HB 2344 that requires that manufacturers or retailers of disposable wipes label their products to direct consumers to dispose of wipes in the trash rather than being flushed down the toilet.

The City of Wilsonville operates a sewage collection system and wastewater treatment plant that includes 72 miles of gravity sewer lines, 384 manholes, and eight pumping lift-stations. The treatment facility is designed to handle 2.7 million gallons of sewage per day during dry weather and 3.8 million gallons per day during wet weather.

City Public Works crews frequently report that sewer-line blockages are caused by disposable wipes being flushed into the municipal sewage collection system. Blocked sewage lines pose a potential public health hazard through sewage overflows, is inconvenient for impacted residents and/or businesses, and is a time-consuming and costly expense to the City that is completely avoidable with proper advice to consumers.

HB 2344 requires manufacturers or retailers to place “Do Not Flush” labels and warning statements in visible locations on packages containing most types of wet wipes to effectively inform consumers about appropriate disposal after use. HB 2344 is consistent with the INDA/EDANA Code of Practice 2nd edition (published 2018), which was agreed upon by both product manufacturers and wastewater services sector trade organizations. Thank you.

Sincerely,

Julie Fitzgerald, Mayor
City of Wilsonville

House Bill 2497

Sponsored by Representative NERON (Pre-session filed.)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Prohibits expansion of Aurora State Airport unless under intergovernmental agreement of Oregon Department of Aviation, Clackamas County, Marion County, City of Aurora and City of Wilsonville. Sets forth required terms of agreement.

Sunset January 2, 2035.

A BILL FOR AN ACT

1 Relating to the Aurora State Airport.

2 Whereas the Aurora State Airport is a state airport operated by the Oregon Department of
3 Aviation; and
4

5 Whereas the most recent Aurora Airport Master Plan process has been characterized by prob-
6 lems since it started in 2009; and

7 Whereas Oregon Solutions raised issues of the department's lack of staff and capacity in its 2018
8 Assessment Report requested by the Emergency Board; and

9 Whereas the Aurora Airport Master Plan is presently the subject of appeals brought by three
10 parties to the Land Use Board of Appeals; now, therefore,

11 **Be It Enacted by the People of the State of Oregon:**

12 **SECTION 1. A public body, as defined in ORS 174.109, may not make a land use decision**
13 **that would allow an expansion of the runway or other facilities of the Aurora State Airport**
14 **unless the expansion is consistent with an intergovernmental agreement entered into by the**
15 **Oregon Department of Aviation, Clackamas County, Marion County, the City of Aurora and**
16 **the City of Wilsonville that:**

17 (1) **Ensures the involvement of any local government within three miles of the airport in**
18 **land use planning and decision making regarding the expansion of the airport;**

19 (2) **Requires the department to adopt a new master plan for the airport consistent with**
20 **this section;**

21 (3) **Describes the process used by the department to adopt the master plan that satisfies**
22 **ORS 197.180 and the department state agency coordination plan certified by the Department**
23 **of Land Conservation and Development;**

24 (4) **Requires that an environmental impact analysis, including alternative methods for**
25 **mitigating air pollution attributable to aviation, be completed prior to an expansion of the**
26 **airport; and**

27 (5) **Ensures a plan for the annexation of the airport into the City of Aurora at a future**
28 **date.**

29 **SECTION 2. Section 1 of this 2021 Act is repealed on January 2, 2035.**

30

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted.
New sections are in **boldfaced** type.

Requested by Representative NERON

**PROPOSED AMENDMENTS TO
HOUSE BILL 2497**

1 Delete lines 5 through 10 of the printed bill and insert:

2 “Whereas the most recent Aurora State Airport Master Plan process has
3 been characterized by intergovernmental and citizen disputes since the last
4 update starting in or around 2009; and

5 “Whereas the most current version of the master plan being relied upon
6 by the department, referred to by the department as the ‘2012 Aurora State
7 Airport Master Plan,’ is the subject of litigation brought by multiple parties;
8 and

9 “Whereas the Federal Aviation Administration has mandated an update
10 to the master plan before any additional construction on the airport will be
11 approved or funded by the administration; and

12 “Whereas a better alternative to litigation will encourage more cooper-
13 ation and a transparent public process between the Oregon Department of
14 Aviation and impacted local governments, other impacted state agencies,
15 conservation organizations and the general public; now, therefore,”.

16 Delete lines 12 through 29 and insert:

17 **“SECTION 1. A public body, as defined in ORS 174.109, may not**
18 **make a land use decision that would allow an expansion of the run-**
19 **way, fencing or other facilities of the Aurora State Airport unless the**
20 **expansion is consistent with a master plan developed pursuant to and**
21 **consistent with the requirements of an intergovernmental agreement**

1 entered into by the Oregon Department of Aviation, Clackamas
2 County, Marion County, the City of Aurora and the City of Wilsonville
3 that:

4 “(1) Ensures the participation of each local government that is a
5 party to the agreement with respect to land use planning and
6 decision-making regarding any expansion of the airport;

7 “(2) Requires the department to adopt and regularly update a mas-
8 ter plan for the airport consistent with the requirements of this sec-
9 tion and Federal Aviation Administration regulations;

10 “(3) Describes the process used by the department to adopt and
11 update the master plan. The process for approval of the plan must
12 include requirements that:

13 “(a) The plan be in writing and signed by all members of the State
14 Aviation Board;

15 “(b) The plan incorporate written findings demonstrating how the
16 plan complies with statewide land use planning goals, ORS 197.180 and
17 the implementing rules;

18 “(c) The department first hold a public hearing on the proposed
19 plan:

20 “(A) At a location no greater than three miles from the airport;

21 “(B) For which the department has provided a notice no less than
22 60 days prior to the hearing that:

23 “(i) Is published in one or more newspapers with general circulation
24 in Marion and Clackamas Counties;

25 “(ii) Is delivered by first class or electronic mail to any person who
26 has requested notice;

27 “(iii) Provides the time, date and location of the hearing; and

28 “(iv) States how the public may access copies, including electron-
29 ically, of the plan, the proposed findings, the airport layout plan ap-
30 proved by the Federal Aviation Administration, any staff reports and

1 the applicable substantive approval criteria for the plan; and

2 “(C) At which the department accepts evidence and oral testimony
3 during the hearing and evidence and written testimony before, during
4 and, upon the request of any party, for at least 30 days following the
5 hearing;

6 “(d) The adoption of the master plan occur no less than 30 days and
7 no more than 60 days following the close of written public testimony
8 under paragraph (c) of this subsection;

9 “(e) Within three days of the plan’s approval, copies of a decision
10 to adopt the plan, including a notice of right of appeal, be delivered
11 by first class mail or electronic mail to any person who participated
12 in the proceedings or who requests notice of the decision; and

13 “(f) The approval of the master plan does not become final and take
14 effect until the date of delivery of the notice under paragraph (e) of
15 this subsection.

16 “(4) Requires that the appropriate environmental studies be con-
17 ducted, including alternative methods for mitigating noise, air, land
18 and water pollution attributable to aviation operation and develop-
19 ment, prior to any expansion or change in operations by the airport;
20 and

21 “(5) Includes a plan and time frame for the City of Aurora to annex
22 the airport, including the lands facilitating through the fence oper-
23 ations as defined in ORS 836.640.

24 “SECTION 2. The Land Conservation and Development Commission
25 shall require the Oregon Department of Aviation to submit to the
26 Department of Land Conservation and Development a program for
27 coordination under ORS 197.180 with respect to the Aurora State Air-
28 port prior to the next update or adoption of an airport master plan as
29 described in section 1 (3) of this 2021 Act. This program for coordi-
30 nation may not rely on any rules or program for coordination adopted

1 **by the Department of Transportation.**

2 **“SECTION 3. Sections 1 and 2 of this 2021 Act are repealed on Jan-**
3 **uary 2, 2035.”.**

4



Cities Seek Legislature’s Help to Resolve 10-Year-Long Conflict with Aviation Agency over Aurora State Airport

Proposed 2021 Legislation HB 2497 Creates Transparent Public Process for Oregon Department of Aviation Agency Communications and Coordination with Local Governments and Communities on Aurora State Airport Master Planning

Over the past decade the Oregon Department of Aviation (ODA) has demonstrated an uncooperative attitude with local governments in management of the Aurora State Airport. The City Councils of Aurora and Wilsonville seek legislative intervention to improve this state agency’s relationships and planning coordination with local communities directly impacted by the agency’s actions at the Aurora State Airport.

The Cities of Aurora and Wilsonville that are closest to the airport contend that ODA circumvented Oregon public-process and land-use laws regarding the controversial *2012 Aurora State Airport Master Plan*. Ever since 2010, when the members of an advisory committee called-out questionable agency practices during the faulty Aurora State Airport master-planning process, ODA has been virtually unresponsive to concerns repeatedly raised by local communities.

Issues of significant public concern regarding airport operations and proposed expansion have been brought to ODA’s attention for a decade without a meaningful response or opportunity to discuss. Public concerns focus on negative externalization of airport impacts on local communities without planning for mitigation.

To date, *the only open public forum* on the Aviation Department efforts to expand the Aurora State Airport was held by the Wilsonville City Council in November 2018 that drew 200 attendees. The situation with ODA became so tenuous even for state legislators that in 2018 the legislature commissioned PSU Oregon Solutions to research and produce the *Aurora State Airport Assessment Report*, which found a host of agency management troubles, improper influence and poor public engagement and communications problems.

Specific issues of concern include intensified Airport-related auto traffic congestion on limited rural roads, lack of sewage/wastewater processing facilities, speculative real-estate land-use cost pressures detrimental to agricultural operations, and aviation-related noise and greenhouse-gas carbon and lead-emissions pollution. ODA refuses to address these issues.

Despite the consistent local concern and repeated requests for clear information sharing and coordinated planning efforts, agency leaders will soon enter the second decade of doggedly pursuing their own plans without involving their most highly affected closest neighbors in constructive resolution. A change is needed, and appears that it must be legislatively mandated.

Sponsored by Rep. Courtney Neron (HD-26), proposed 2021 House Bill 2497 advances four primary objectives focused on inclusive, transparent decision-making process the complies with Oregon land-use and public-process laws:

1. **Creates a Public Forum for Intergovernmental Communications and Planning:** Specifies the formation of an inclusive intergovernmental agreement (IGA) between the state Department of Aviation and the local governments of Clackamas and Marion Counties and the Cities of

Aurora and Wilsonville that provides a forum to facilitate communications and collaborative planning for land-use, transportation, environmental, infrastructure and related issues of concern regarding operations of the Aurora State Airport. A 2010 Department of Aviation IGA at the start of the master planning process utilizes a “gerrymandered map” of the 10,000-foot airport impact area to exclude the adjacent local governments of Clackamas County and Wilsonville; see page 4.

2. **Updates the Aurora State Airport Master Plan:** Provides for the updating of the Aurora State Airport Master Plan that complies with FAA regulations, Oregon land-use laws, and public-engagement procedures to provide for transparent decision-making process and easy-to-follow guidance for agency implementation.
3. **Requires Environmental Pollution Review:** Authorizes much-needed environmental assessments of current airport pollution levels, including storm/surface water, ground water, air and noise, that provide a scientific baseline of information.
4. **Calls for Municipal Annexation:** Creates a planning timeframe for the annexation of the Aurora State Airport into the City of Aurora for municipal governance and the provision of urban infrastructure services to support growing operations at the Airport.

House Bill 2497, pending before the Joint Committee on Transportation, is a “process bill,” rather than “result bill”: that is, the bill sets up a process for an IGA to address Aurora State Airport issues and updating the Aurora State Airport Master Plan without dictating what the specific results of these processes will be. The bill provides a process road-map for creating a transparent public process to resolve the numerous ongoing Aurora State Airport controversies.

Aviation State Agency Has Troubled History, Repeatedly Demonstrates Inability to Work Cooperatively with Local Governments

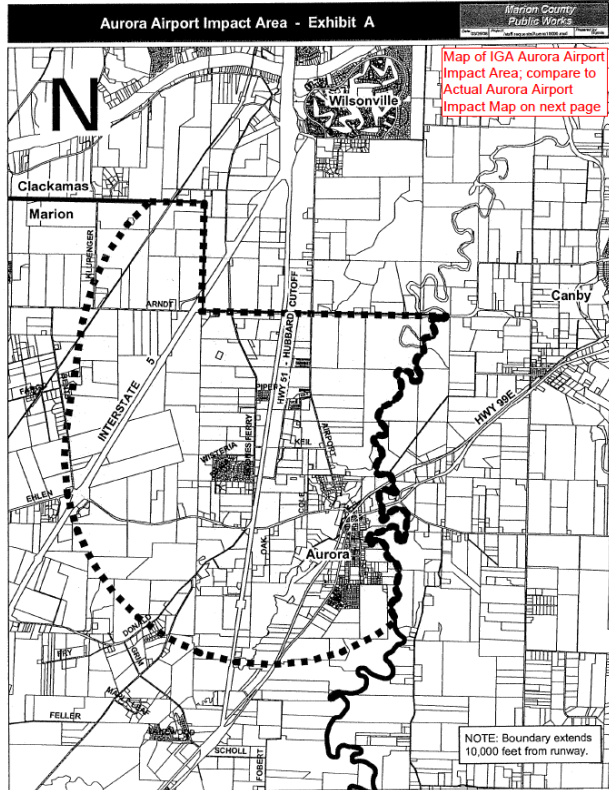
To prepare for expansion of the Aurora State Airport prior the start of the Airport master-planning process, ODA developed and signed in 2010 an “Intergovernmental Agreement on the Coordination of Growth Management and Transportation Issues” that excluded the adjacent jurisdictions of Clackamas County and Wilsonville that sought for years to participate in collaborative planning efforts with ODA, Marion County and Aurora. However, within a couple of years after signing the IGA as the community witnessed ODA doing whatever it wanted to do at the Aurora State Airport despite attempts at providing public input, Mayor Jim Mierow of Aurora declared, “This IGA ain’t worth the paper its written on.”

The ODA IGA used a “gerrymandered” 10,000-foot Impact Area Map that arbitrarily excludes nearby residents within the 10,000-foot impact area who live in Clackamas County and Wilsonville. The City of Aurora recognizes that an inclusive public process for airport master planning is preferable to a process that excludes important stakeholders from participating in long-term planning.

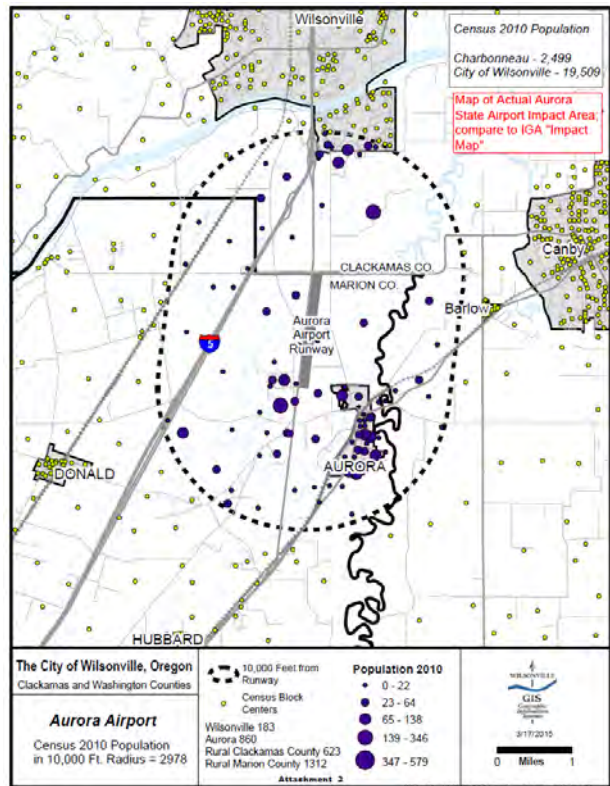
During the master planning process for the Aurora State Airport, members of the Policy Advisory Committee became so alarmed at ODA’s manipulation of the process that they expressed a set of concerns in 2010 to the Oregon Aviation Board and Federal Aviation Administration (FAA).

“As local-government and community-organization members of the Planning Advisory Committee (PAC) to the Aurora State Airport Master Plan, we have grave concerns that our participation in the process is not intended to be meaningful. We see serious deficiencies in how the process is being conducted... and we seek to resolve these issues of concern.

“In a nutshell, we are very concerned that the Aurora Airport master planning process is being rushed on a condensed schedule...without adequate discussion of issues at the PAC level in order to satisfy preconceived outcomes of a few special interests that may be detrimental to the greater public good.”



ODA IGA showing “gerrymandered” Aurora State Airport Impact Area Map designed to exclude Clackamas County and Wilsonville.



Actual 10,000-foot Aurora State Airport Impact Area showing 2010 Census block populations of both impacted counties and cities.

Significant Public Concerns and Detrimental Impacts on Local Communities Ignored by State Aviation Department at Aurora State Airport

Important issues of public concern are not being discussed or planned for by ODA and state agencies in a coordinated fashion with impacted local governments pertaining to increased urban-level activities without municipal governance occurring at the Aurora State Airport, which is located in Oregon’s best farmland of French Prairie.

Core issues of important public concern include:

- **Unfunded surface-transportation impacts and increased traffic congestion:** Roads in the vicinity of the Aurora State Airport are generally older, unimproved farm-to-market roads that lack shoulders and sidewalks and have deep ditches. Developers at the airport pay a fraction of System Development Charges and related fees to improve local roads to accommodate more traffic compared to businesses in cities. Increased activity at the Airport creates more traffic that is not being planned for or mitigated in a coordinated fashion with local governments and other state agencies such as ODOT.

The Oregon Department of Transportation has estimated that total costs to improve surface transportation facilities just south of Wilsonville and the Willamette River, including the I-5 Boone Bridge traffic bottleneck area, exceeds \$500 million.

- **Dangerous, inequitable lack of alternative transportation options:** The Aurora State Airport is not served by any public-transit provider and local roads around the Airport lack bike lanes or sidewalks, which creates an unsafe situation for pedestrians and cyclists and places further auto traffic pressure on already crowded roads.
- **Unfair competition to adjacent local jurisdictions with state subsidy:** Businesses in the neighboring cities of Aurora, Canby, Donald, Hubbard, Woodburn and Wilsonville pay systems development charges and other taxes/fees that underwrite the costs of public infrastructure—such as roads, sidewalks, water, wastewater, stormwater, public transit service, etc.—that is lacking at the Aurora State Airport. By avoiding basic, core infrastructure costs of conducting commerce, the Aviation Department’s Aurora State Airport acts as an unfair public subsidy for select businesses.
- **Significant community environmental concerns** include groundwater and surface-stormwater water pollution, air pollution and noise pollution from airport-related operations. Toxic aviation gas fumes and lead deposits on area properties is a serious concern raised by neighbors of the Aurora State Airport, including the neighboring communities of Aurora and the Charbonneau District of Wilsonville.
- **Potential harm to the important agriculture economic cluster** brought about by increased real-estate land-speculation that raises the cost to buy or rent farmland. Increased traffic without funded mitigations further increases the difficulty of conducting farming operations efficiently and safely. Over 600 jobs in agriculture and food-processing of the Aurora-Tualatin-Wilsonville economy are directly dependent on farming operations in French Prairie near the Aurora State Airport — EFU lands rated top-quality ‘foundational’ by the Oregon Department of Agriculture.
- **Oregon land-use law calls for urban-level activities to occur in cities**, which provide municipal governance and supporting public infrastructure—and *not* in unincorporated county lands. The Oregon Department of Aviation’s push to conduct urban-level activities by expanding the Aurora State Airport without municipal governance and supporting public infrastructure is contrary to the intent and objectives of Oregon land-use law.
- **Efforts to expand the Aurora State Airport contradict Oregon Climate Action Goals** by advocating for increased aviation activity that generates substantial carbon and lead emissions that contribute to global warming.
- **Aurora State Airport Rated Low Priority in Oregon Resilience Plan, Inoperable After Earthquake:** The Aurora State Airport is listed at the lowest-level of Tier 3 airports in the Oregon Resilience Plan. Reports by the Oregon Department of Geology and Mineral Industries (DOGAMI) show that the Airport is located in an area subject to major potential damage in a projected 9.0 Cascadia Subduction Zone Earthquake “Rated High for Ground Shake Amplification and Amplification Susceptibility” and “Rated Moderate to High for Liquefaction Susceptibility.” As a result of such an earthquake, the Airport runway is likely unusable for as extended period (6-12 months). Rather than allow aircraft to take off or land due to an inoperable runway, a more likely scenario of the Airport is to accommodate vertical take-off and landing of heavy-lift helicopters with locally-based Columbia Helicopters and Helicopter Transport Services, neither of which require a runway extension to operate.

Online References

[Wilsonville Mayor Knapp Letter to Legislators to Correct Record of Sept. 26 E-Board Meeting and Provide Information on Long-Running Public Controversy over Aurora State Airport Expansion, Oct. 2018](#)

[PSU Oregon Solutions, Aurora State Airport Assessment Report, Dec. 2018](#)

[ODA 2012 Aurora State Airport Master Plan](#)



March 11, 2021

Senator Lee Beyer, Co-Chair
Representative Susan McLain, Co-Chair
Joint Committee on Transportation
Oregon Legislative Assembly

Sen.LeeBeyer@oregonlegislature.gov
Rep.SusanMcLain@oregonlegislature.gov
patrick.h.brennan@oregonlegislature.gov

RE: Request for Public Hearing on HB 2497 – Proposed Legislation to Create Transparent Public Process for State Aviation Department Agency Communications and Coordination with Local Governments and Communities on Aurora State Airport Issues of Concern

Dear Co-Chairs Beyer and McLain and Members of the Committee:

We are writing to you as the elected leaders of two cities each located near the Aurora State Airport to request your support this legislative session in resolving a decade’s-long controversy between the Oregon Department of Aviation (ODA) and our communities regarding the agency’s uncooperative attitude with respect to the Aurora State Airport Master Plan and management of the airport.

At the request of the Aurora and Wilsonville City Councils, Representative Courtney Neron (HD-26) has introduced HB 2497 as a “process bill” that does not dictate predetermined results. Rather, the proposed legislation creates an open transparent, public process to establish formal channels of intergovernmental communication and coordination between the state Aviation agency and directly impacted local governments, which has been sorely lacking over the past 10 years.

We believe that ODA circumvented Oregon public-process laws regarding the purported adoption of the *2012 Aurora State Airport Master Plan*. Ever since we began disputing what we view as an illegal process, the state agency has been virtually unresponsive to our local communities. We are alarmed about the agency’s efforts to promote increasingly urbanized levels of activity in unincorporated county territory of high-value EFU farmland without inviting meaningful public input and without supporting public infrastructure — all contrary to Oregon Goals for citizen-involvement and land-use planning. The PSU Oregon Solutions’ *Aurora State Airport Assessment Report* commissioned by the legislature in 2018 found a host of agency management troubles, improper influence and poor public engagement and communications problems regarding ODA’s operations and planning at the Aurora State Airport.

HB 2497 also provides for updating the controversial *2012 Aurora State Airport Master Plan* that has been the subject of significant community concern and litigation, conducting a much-needed environmental assessment of current airport pollution levels, and planning for eventual annexation of the airport by the City of Aurora to provide municipal governance and urban services.

We respectfully request that the Joint Committee on Transportation provide a public-hearing opportunity for HB 2497 as a way to prepare a roadmap forward for resolving the 10-year-long Aurora State Airport conflict between the state agency and local communities. To date, *the only open public forum* on ODA’s efforts to expand the Aurora State Airport was held by the Wilsonville City Council in November 2018 that drew 200 attendees.

Sincerely,

Brian Asher, Mayor
Mayor@ci.aurora.or.us

Julie Fitzgerald, Mayor
Mayor@ci.wilsonville.or.us

cc: Senate President Peter Courtney; House Speaker Tina Kotek; Gina Zejdlik, Governor’s Chief of Staff



Testimony by City of Wilsonville Mayor Julie Fitzgerald Supporting HB 2564:

Proposed Legislation Provides for State to Accept Transfer Ownership of Willamette Falls Locks from Federal Government with Goal of Re-Opening

Scheduled for public hearing on February 11, 2021, before the Joint Committee on Transportation

Co-Chairs Beyer and McLain, and Members of the Committee:

On behalf of the City of Wilsonville City Council, I am testifying in support of HB 2564, which implements the legislatively chartered Willamette Falls Locks Commission recommendation to the Oregon Legislative Assembly to create the Willamette Falls Locks Authority as a state-chartered public corporation.

Creation of a State-related entity is an essential first step in facilitating the ownership transfer of the Locks from the federal government via the U.S. Army Corps of Engineers (US ACE) to the State of Oregon. Transfer of the ownership of the Locks and a state/regional commitment to long-term maintenance is an essential first step to reopening the Locks to river travel.

In the Draft Disposition Study issued by the US ACE in May 2017, the Corps indicated a preference for transfer of the Locks to another entity or cementing the Locks shut permanently, foreclosing any future options. Reopening the Locks is to crucial to maintaining a key river transportation infrastructure connecting the lower and upper portions of the Willamette River.

Passage of HB 2564 sends a strong message of reinforcement to Congress and the federal government that the State of Oregon is serious about reopening the Locks, and provides the State an opportunity to leverage federal infrastructure funding for preliminary repairs.

The City of Wilsonville is a founding member of the Willamette Falls Locks Working Group and was one of three Willamette River cities appointed by the legislature to serve on the Willamette Fall Locks Commission through SB 256 of 2017. Wilsonville has vested interests along with other public- and private-sector stakeholders in reopening and sustainably operating the Willamette Falls Locks, which significantly impact the recreational, tourism and commercial economy of the region and provide a non-roadway mode of transportation that may be crucial for recovery after the projected Cascadia 9.0 seismic event. Closure of the Locks since 2011 has placed a severe hardship on commercial, recreational and tribal river users, including long-time employer Wilsonville Concrete, Inc., and Marine Industrial Construction, LLC, which used the Willamette Falls Locks for 129 years of commerce.

The City of Wilsonville respectfully urges a DO PASS vote on HB 2564. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Julie Fitzgerald". The signature is written in a cursive style.

Julie Fitzgerald, Mayor
City of Wilsonville



System Development Charges

System Development Charges (SDCs) are an important source of funds for development of the critical infrastructure that residents demand.

SDCs **are not** a profit center for local governments. They **are** statutorily limited to the share of infrastructure cost for added system capacity necessary for a newly constructed building.

Local governments have few sources of infrastructure funding outside of SDCs due to constitutional limitations on property taxes and statutory restrictions on most other revenue sources.

The Cost Is the Cost

Infrastructure must be developed to meet state and federal standards that reflect important public health, public safety, labor and environmental concerns. However, it is important to remember that these state and federal standards and requirements do result in increased cost. Some examples include, but are not limited to:

- Oregon's Land Use Laws
- Drinking Water Public Health Standards (Safe Drinking Water Act)
- Stormwater permitting and management regulations (Clean Water Act)
- Wastewater Treatment/Management Requirements (Clean Water Act – NPDES/WPCF permits)
- Seismic Resiliency Considerations
- Public Contracting and Labor Laws (Davis Bacon; Buy America, Qualification Based Selection)

Construction costs have increased over time and public projects are required to meet public contracting requirements. Physical site characteristics like wetlands, slope, or soil type can often increase costs. Land prices in the community drive costs for acquisition of parks and transportation facilities.

Long-range planning efforts by a community to accommodate growth and what the community expects in terms of safe neighborhoods with accessible parks and recreational opportunities also drive costs. Communities experiencing rapid growth will see increased infrastructure needs.

Costs Can Be Shifted, But Someone Has to Pay

Broad limitations on SDCs would have the effect of pushing costs to existing system users through rates, fees, or bonding. Most of these options would be regressive and disproportionately affect seniors and lower income residents. Some jurisdictions have charter limits on how they may increase rates and property tax bonds require voter approval.

Proposed legislative changes to move to a per square foot charge would shift costs to larger homes or commercial properties and would not necessarily match the impact the new development has on the community investments. Proposed changes to limit charges for affordable housing could shift costs to market rate housing.

Reducing SDCs May Not Help Housing Affordability

Developers will charge what the market will bear for housing. Reducing SDCs would more likely increase profits than reduce home prices. There is no guarantee a builder or developer will pass savings on to homeowners because of how the market impacts the costs of a home.

Prices for raw development land are driven by the amount a home can sell for less the cost to develop. If SDCs are reduced broadly it may lead to increased land prices over time as opposed to less expensive homes.

Housing prices are largely driven by supply. If SDCs are reduced to the point that utility infrastructure cannot accommodate new housing it would reduce new supply. (Wilsonville water moratorium in late 90s, Washington County building moratorium in late 70s/early 80s, and current UGB expansion areas are examples.)

We Should Not Confuse “Affordable Housing” and “Housing Affordability”

“Affordable housing” is generally defined as housing in which the occupant is paying no more than 30 percent of their gross income for housing costs, including utilities. Federal and state affordable housing programs typically serve low to moderate income households earning at or below 80% of median income.

Many local governments encourage the development of affordable housing through property tax incentives, housing subsidies, down payment assistance, density bonuses, fee waivers, construction excise taxes, and so on. These flexibilities are available under existing statutes and require no change to existing laws.

These incentives typically impose limitations, restrictions or affirmative obligations that encourage development or that ensure continued availability of affordable rental and owner-occupied housing for low or moderate income households. Without these types of restrictions affordable housing is less likely to reach the residents who are most in need.

Transparency When Developing SDCs

Cities, counties, and special districts use a variety of open public processes to provide transparency for the public and interests including home builders and developers. These processes include a combination of long-range planning efforts that layout the vision for what a community looks like and include opportunities for the public to participate in the process.

The actual development of methodology for and SDC is an open process and frequently includes a community advisory committee made up of a range of interests in the community. These committees generally offer a recommendation at the end of the process, which then triggers additional public forums with city or county elected officials who ultimately determine which course of action to take.

Local Flexibility

The existing statutes provide significant flexibility for a local government to roll out a change in SDCs over months or even years to respond to community and business interest concerns.

The overall development of SDC methodology allows for local discretion to not apply the full 100% of the cost recovery allowed for under the existing statutes. Cities, counties, and special districts can apply, and often select, an SDC level that is a percentage of full cost recovery within an SDC methodology.



Testimony by City of Wilsonville Mayor Julie Fitzgerald Opposing HB 3040-1:

Proposed Legislation Promotes Policy to Transfer New Development Costs and Risks to Public and Ratepayers, Does Nothing to Promote Affordable Housing

Scheduled for public hearing on March 16, 2021, before the
House Committee on Economic Recovery and Prosperity

Chair Lively, Vice-Chairs Cate and Kropf, and Members of the Committee:

On behalf of the City of Wilsonville, I am testifying in strong opposition to HB 3040-1.

HB 3040-1 appears to be a bill designed to transfer new-development costs and risks from developers to the public sector and utility rate-payers. By delaying the collection of system development charges (SDCs), developers are able to use local governments as an interest-free bank to underwrite developers' costs; and to make matters worse, in those instances where a developer might not pay, new home-buyers seeking to move in could get hit for unanticipated closing costs detrimental to all parties.

The reality is that SDCs account for a small portion of the overall costs of new development. Jurisdictions can and often do offer incentives that reduce developer costs for affordable housing projects. Changing the SDCs collection date, however, results in small savings on interest for the developers and added costs to local governments that will need to be collected in future SDCs.

SDCs recover fair costs for public infrastructure capacity to serve new growth. As required currently by state law, local governments are already very transparent on the processes and methodology used to calculate SDCs that are designed to serve increase demands on public infrastructure brought on by new development.

The City could support with minor amendment HB 3040 as introduced, which directs the Legislative Revenue Office to study system development charges (SDCs) and report findings to interim committees related to local government. Specifically, the legislature should order a broader study to include other expense-drivers of housing and infrastructure costs in order to provide a more comprehensive understanding of what constitutes all housing costs.

HB 3040-1 offers no net gain in making housing more affordable; rather, the bill affords developers potentially greater profits at public expense. Oregonians settled this debate long ago that new development should pay its own way and not be subsidized by tax-payers or utility rate-payers. The City of Wilsonville respectfully urges that HB 3040-1 be tabled. Thank you.

Sincerely,

Julie Fitzgerald, Mayor
City of Wilsonville

MMC
Metropolitan
Mayors’
Consortium

Rep. Tina Kotek, Speaker of the House
Sen. Lee Beyer, Co-Chair
Rep. Susan McLain, Co-Chair
Joint Committee on Transportation
Oregon Legislative Assembly

- Mayor Lacey Beaty**
City of Beaverton
- Mayor Brian Hodson**
City of Canby
- Mayor Jeffrey Dalin**
City of Cornelius
- Mayor Gery Schirado**
City of Durham
- Mayor Brian Cooper**
City of Fairview
- Mayor Peter Truax**
City of Forest Grove
- Mayor Travis Stovall**
City of Gresham
- Mayor Tom Ellis**
City of Happy Valley
- Mayor Steve Callaway**
City of Hillsboro
- Mayor Ken Gibson**
City of King City
- Mayor Joe Buck**
City of Lake Oswego
- Mayor Mark Hardie**
City of Maywood Park
- Mayor Mark Gamba**
City of Milwaukie
- Mayor Teri Lenahan**
City of North Plains
- Mayor Rachel Lyles Smith**
City of Oregon City
- Mayor Ted Wheeler**
City of Portland
- Mayor Walt Williams**
City of Rivergrove
- Mayor Keith Mays**
City of Sherwood
- Mayor Jason Snider**
City of Tigard
- Mayor Randy Lauer**
City of Troutdale
- Mayor Frank Bubenik**
City of Tualatin
- Mayor Anne McEnerny-Ogle**
City of Vancouver (ex officio)
- Mayor Jules Walters**
City of West Linn
- Mayor Julie Fitzgerald**
City of Wilsonville
- Mayor Scott Harden**
City of Wood Village

RE: HB 3065-8 – MMC Principles for Tolling

Madam Speaker, Co-Chairs Beyer and McLain, and Members of the Committee:

The Metropolitan Mayors’ Consortium (MMC) is an association of the local elected leaders of 25 cities in the greater Portland metro area, collectively home to over 1.7 million Oregonians. The MMC writes to you today regarding the region’s need for significant investment in transportation infrastructure, and the shared principles of the region’s mayors should the State choose to move forward with a regional interstate highway tolling program as outlined in HB 3065-8.

We agree with legislative leadership that Oregon’s transportation system is woefully underfunded. The revenue increases provided by the legislature’s bold 2017 transportation package (HB 2017) have proven to be insufficient at funding key projects on highway corridors of regional, state and national significance. For instance, the I-205/Abernethy Bridge capacity- and seismic-improvement project, estimated to cost around \$500 million, remains unfunded. The projected cost of the I-5/I-84 Rose Quarter project continues to escalate, now over \$750 million. The vital I-5/Boone Bridge project that was not even included in HB 2017 is estimated to cost around \$500 million, to say nothing of the multi-billion-dollar I-5 Interstate Bridge project.

While we applaud the legislature’s foresight to seek a mechanism for creating a regional/state funding match to a pending federal transportation infrastructure program of considerable significance, we have serious concerns. HB 3065-8 indicates the legislature is preparing to move forward with a region-wide tolling program to manage traffic congestion by way of congestion-pricing, and to generate revenue for the purpose of advancing the major infrastructure projects on I-5, I-205 and elsewhere in the region.

At this time, the MMC mayors and our constituents have too many unanswered questions and unresolved issues around the impacts of tolling on our communities to offer our support for this proposal.

However, should the legislature decide to move forward with this approach, we seek to convey our shared principles to help ensure that a regional tolling program is both equitable and effective.

If tolling of the freeways is implemented, then new highway facilities, improved corridor arterials, and increased public transit/alternative transportation options must be realized. We are pleased to see HB 3065-8 do so in Section 8(2)(j). Section 35 acknowledges the Oregon Constitutional limitations on the use of road-related funds, and we reinforce the notion that the revenue generated from tolling of the Interstate highway system should be used to: 1) pay for *new* facilities that replace and improve the capacity and seismic resilience of outdated facilities on that highway, and 2) fund traffic-mitigation improvements to adjacent local arterials in that highway’s corridor.

Metropolitan Mayors' Consortium Interstate Highway Tolling Principles: If tolling is to be implemented, it must be done in a thoughtful, systemic manner that provides equitable transportation options for all segments of society and results in less traffic congestion:

- 1. Revenue generated by tolling should be used for new facilities that improve that highway corridor's traffic flow and sustainability.** Many Oregonians believe that the current highway system has been paid for already. Therefore, it is crucial that if tolling is implemented, then revenues must be used to pay for new highway facilities that replace and improve the capacity and seismic-resilience of outdated facilities on that highway.
- 2. Impacts of increased highway diversion onto local arterials must be adequately mitigated:** The Oregon Department of Transportation forecasts that tolling will add to the increasing number of vehicles diverted away from the region's freeway system and onto local roads. The legislature should create a process for ODOT to designate, in conjunction with local jurisdictions, specific highway-corridor arterials impacted by diversion traffic, and a program that funds mitigation measures for road improvements and maintenance of those impacted arterials.
- 3. Approaches to tolling should be system-wide:** The MMC agrees that "tolling may help reduce congestion and support state GHG emission reduction goals" and that "significant traffic congestion adversely impacts Oregon's economy and quality of life." The MMC would prefer a system-wide approach to tolling that extends beyond the region's freeway system, but at a minimum, any tolling system implemented by ODOT should apply to both the Metro-area I-5 and I-205 corridors simultaneously to ensure a more efficient and equitable regional system.
- 4. Multimodal transportation alternatives and public transit must be expanded and coordinated:** Tolling will significantly increase the cost of travel in private vehicles in the Metro region, and therefore will have a greater cost impact to lower-income communities. Therefore, bus and light-rail transit services and bike and pedestrian infrastructure be expanded and coordinated in order to provide viable transportation alternatives, including advancing highway bus-on-shoulder options. Particularly in the southern half of the Metro area, transit service is inadequate for many commutes.

Since the Oregon Constitution limits funds raised by fuel taxes and user fees to be spent solely on roads and related bike/ped facilities, the legislature will need to provide alternative sources of funding, such as the State Transportation Improvement Fund (STIF) program, to ensure that transit service can be expanded and coordinated to meet growing demand, particularly for both the suburban and urban-rural interface areas. Additionally, public subsidies to lower-income populations to support work/school commuting should be considered as an option for communities impacted by tolled highways.

The MMC seeks engagement and ongoing dialogue with legislative leadership about how best to fund transportation infrastructure improvements and manage congestion in our region. Thank you for your consideration of these principles.

Sincerely,

The Mayors of the MMC



Testimony by City of Wilsonville Mayor Julie Fitzgerald on HB 3065-8:

If Metro-Area Highway Tolling Is Implemented, then Legislation Should Establish Key Principles for Use of Revenues and Increase Public Transit

Scheduled for public hearing on May 11, 2021, before the Joint Committee On Transportation

Co-Chairs Beyer and McLain, Vice-Chairs Boquist and Noble, and Members of the Committee:

On behalf of the City of Wilsonville, I am testifying regarding HB 3065-8.

The City agrees with legislative leadership that Oregon's transportation system is woefully underfunded. The revenue increases provided by the legislature's bold 2017 transportation package (HB 2017) have proven to be insufficient at funding key projects on highway corridors of regional, state and national significance such as the I-205/Abernathy Bridge improvement project.

The City appreciates that HB 3065-8 explicitly names the Interstate 5 Boone Bridge and Seismic Improvement Project as a priority facility for the Oregon Department of Transportation to advance.

While the City applauds the legislature's foresight to seek a mechanism for creating a regional/state funding match to a pending federal transportation infrastructure program of considerable significance, serious concerns remain by many segments of the public. Members of the City Council and our constituents seek answers and to resolve issues around the impacts of tolling on our communities on the proposed legislation.

If tolling of the freeways is implemented, then new highway facilities, improved corridor arterials and increased public transit/alternative transportation options must be realized. We agree with the many of the Portland metro-area local elected leaders that if tolling is to be implemented, it must be done in a thoughtful, systemic manner that provides equitable transportation options for all segments of society and results in less traffic congestion:

- **Revenue generated by tolling should be used for new facilities that improve that highway corridor's traffic-flow and sustainability.** Many Oregonians believe that the current highway system has been paid for already. Therefore, it is crucial that if tolling is implemented, then revenues must be used to pay for new highway facilities that replace and improve the traffic-handling capacity and seismic-resilience of outdated facilities on that highway.
- **Impacts of increased highway diversion onto local arterials must be adequately mitigated:** ODOT forecasts that tolling will add to the increasing number of vehicles diverted away from the region's freeway system and onto local roads. The legislature should create a process for ODOT and the Oregon Transportation Commission to designate in conjunction with local jurisdictions specific highway-corridor arterials impacted by diversion traffic, and a program that funds mitigation measures for road improvements and maintenance of those impacted arterials.

We appreciate legislative leadership's specific named inclusion of the Interstate 5 Boone Bridge and Seismic Improvement Project in Section 18 of the -8 amendment that provides for tolling

revenues to fund highway diversion mitigations in subsection (4) that “(a) Reduce traffic congestion not only on the tollway but also on adjacent, connected or parallel highways to the tollways, regardless of ownership; and (b) Improve safety not only on the tollway but also on adjacent, connected or parallel highways to the tollways, regardless of ownership;” and subsection (5) to “(b) Determine appropriate investments or efforts that may minimize or reduce any potential impacts”.

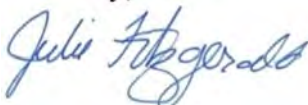
The City respectfully suggests that this same approach as outlined in Section 18 to address tolled highway traffic diversion impacts mitigation be applied *to all and only tolled highway corridors* where diversion is impacting local arterial facilities. Providing similar benefit to the tolled highway corridors’ arterials can help generate support from local jurisdictions impacted by traffic diversion.

- **Approaches to tolling should be system-wide:** The City agrees with metropolitan mayors that if tolling is implemented, then a system-wide approach should apply to both the Metro-area I-5 and I-205 corridors simultaneously to ensure a more efficient and equitable regional system.
- **Multimodal transportation alternatives and public transit must be expanded and coordinated:** Tolling will significantly increase the cost of travel in private vehicles in the Metro region, and therefore will have a greater cost-impact to lower-income communities. Therefore, bus and light-rail transit services and bike and pedestrian infrastructure be expanded and coordinated in order to provide viable transportation alternatives, including advancing highway bus-on-shoulder options. Particularly in the southern half of the Metro area, transit service is inadequate for many work and school commutes.

Since the Oregon Constitution limits funds raised by fuel taxes and user fees to be spent solely on roads and related bike/ped facilities, the legislature will need to provide alternative sources of funding, such as the State Transportation Improvement Fund (STIF) program, to ensure that transit service can be expanded and coordinated to meet growing demand, particularly for both the suburban and urban-rural interface areas. Additionally, public subsidies to lower-income populations to support work/school commuting should be considered as an option for communities impacted by tolled highways.

The City of Wilsonville greatly values our partnership with the leadership of the Oregon Legislative Assembly and ODOT to advance strategic programs that advance Oregon’s transportation system for all segments of society and our economy. We recognize that Oregon faces some big-ticket costs ahead to replace key highway facilities, including \$500 million for the I-205/Abernathy Bridge capacity- and seismic-improvement project, \$500 million for the I-5 Boone Bridge and seismic improvement project, over \$750 million I-5/I-84 Rose Quarter improvement project, and the +\$1 billion Interstate Bridge replacement project. It is unrealistic to expect that the “feds” will bail us out on all of these projects, and therefore we need to look for ways to pull ourselves up by our own bootstraps and use funds generated by the region and state to leverage even greater amounts of federal funds to improve our transportation system. Thank you consideration of this testimony.

Sincerely,



Julie Fitzgerald, Mayor
City of Wilsonville



Follow-up Testimony by City of Wilsonville Mayor Julie Fitzgerald on HB 3065-8:

If Metro-Area Highway Tolling Is Implemented, then Legislation Should Establish Key Principles for Use of Revenues and Increase Public Transit

Responses to Questions Posed by Rep. Boshart Davis for Local Governments regarding HB 3065-8 on May 13, 2021, before the Joint Committee on Transportation

Co-Chairs Beyer and McLain, Vice-Chairs Boquist and Noble, and Members of the Committee:

On behalf of the City of Wilsonville, I am providing follow-up testimony responding to questions posed by Representative Boshart Davis to local governments regarding HB 3065-8. We appreciate the opportunity to provide this follow-up testimony, and welcome the opportunity to dialogue further with members of the Joint Transportation Committee and legislative leadership.

Q1 HB2017 committed to funding the Rose Quarter Project, and the intent of this bill is to continue to fulfill that commitment. How does this bill affect your position on the project?

The City of Wilsonville recognizes in developing the transportation-funding bill HB 2017 of 2017, the Oregon legislature worked with many interests to develop the priority highway traffic “bottleneck” projects list that included I-205/Abernathy Bridge and I-5/I-84 Rose Quarter projects.

The -8 amendment adds the crucial I-5/Boone Bridge and Seismic Improvement Project as a priority facility for the Oregon Department of Transportation (ODOT) to advance in conjunction with other HB 2017 priority projects. Given the various community and organizational dynamics associated with each of these projects, the City would expect that the projects might proceed on timelines that may be difficult to specifically program for implementation.

The City recognizes that Oregon’s freight-movement industry strongly supports the Rose Quarter project in order to facilitate timely deliveries for traded-sector industries of manufacturing and wholesale distribution that are located on Swan Island, Rivergate, Port of Portland, etc.

Thus, this bill has no bearing on the City’s position regarding the Rose Quarter project.

Q2 If this bill passes, what benefits does this provide for the local jurisdictions that they don’t have already? What exactly is in this bill that brought the local jurisdictions to a place of support?

The City greatly appreciates that HB 3065-8 explicitly names in Section 1 the Interstate 5 Boone Bridge and Seismic Improvement Project as a priority facility for the Oregon Department of Transportation to advance, along with I-205/Abernathy and the Rose Quarter projects.

Additionally, the City appreciates legislative leadership’s specific named inclusion of the Interstate 5 Boone Bridge and Seismic Improvement Project in Section 18 of the -8 amendment that provides for tolling revenues to fund highway diversion mitigations in subsection (4) that “(a) Reduce traffic congestion not only on the tollway but also on adjacent, connected or parallel highways to the tollways, regardless of ownership; and (b) Improve safety not only on the tollway but also on

adjacent, connected or parallel highways to the tollways, regardless of ownership;” and subsection (5) to “(b) Determine appropriate investments or efforts that may minimize or reduce any potential impacts”. This commitment of support by the legislature to fund traffic mitigation efforts on local arterials impacted by tolled-highway traffic diversion is highly significant to Wilsonville interests.

The City respectfully suggests that this same approach as outlined in Section 18 to address tolled-highway traffic diversion impacts mitigation be applied *to all and only tolled highway corridors* where diversion is impacting local arterial facilities. Providing similar benefit to the tolled highway corridors’ arterials can help generate support from local jurisdictions impacted by traffic diversion.

At this time, the City has a neutral position on HB 3065-8. While the City applauds the legislature’s foresight to seek a mechanism for creating a regional/state funding match to a pending federal transportation infrastructure program of considerable significance, serious concerns remain by many segments of the public. Members of the City Council and our constituents seek answers and to resolve issues around the impacts of tolling on our communities on the proposed legislation.

In essence, if tolling of the freeways is implemented, then new highway facilities, improved corridor arterials and increased public transit/alternative transportation options must be realized. HB 3065-8 makes strides to accomplish these goals; however, there remain unresolved issues regarding use of toll revenues and support for public transit and alternative transportation.

Specifically, revenue generated by tolling a specific highway should be used for (1) new facilities that improve that highway corridor’s traffic-handling capacity and sustainability, along with (2) funding improvements to designated parallel local arterials directly impacted by tolled-highway diversion traffic. At this time, HB 3065-8 does not make this core principle clear on a tolled system-wide basis.

An improved HB 3065 would create a process for ODOT and the Oregon Transportation Commission to designate in conjunction with local jurisdictions specific highway-corridor arterials impacted by diversion traffic, and a program using toll revenues and other sources that funds mitigation measures for road improvements and maintenance of those impacted arterials.

Finally, HB 3065-8 does not address the important issues regarding multimodal transportation alternatives and public transit options that must be expanded and coordinated if tolling is implemented. Tolling will increase the cost of travel in private vehicles on key highways in the Metro region, and therefore will have a greater cost-impact to lower-income communities. Consequently, bus and rail transit services and bike and pedestrian infrastructure be expanded and coordinated in order to provide viable transportation alternatives, including advancing highway bus-on-shoulder options. Particularly in the southern half of the Metro area, transit service is inadequate for many work and school commutes.

Since the Oregon Constitution limits funds raised by fuel taxes and user fees to be spent solely on roads and related bike/ped facilities, the legislature will need to provide alternative sources of funding, such as the State Transportation Improvement Fund (STIF) program, to ensure that transit service can be expanded and coordinated to meet growing demand, particularly for both the suburban and urban-rural interface areas. Additionally, public subsidies to lower-income populations to support work/school commuting should be considered as an option for communities impacted by tolled highways.

Q3 How do you expect your local communities to react to tolling? How do you manage that?

Simply put, no one wants to pay more. Many Oregonians believe that the current highway system has been paid for already. Therefore, it is crucial that if tolling is implemented, then revenues must be used to pay for new highway facilities that replace and improve the traffic-handling capacity and seismic-resilience of outdated facilities on that highway and to pay for mitigation efforts on tolled-highway division traffic that impacts local arterials.

On the other hand, Wilsonville may be the one Portland metro-area community most impacted by the daily I-5/Boone Bridge traffic bottleneck that grinds the freeway to a crawl. Since most local-area arterials are heavily impacted by I-5 traffic, when I-5 grinds to a halt, adjacent city and county roads also tend to clog up. Thus, many Wilsonville residents who commute daily either on the highways or on local arterials would welcome efforts to improve traffic flow and reduce congestion that impacts mobility throughout and beyond the community.

The City recognizes that Oregon faces some big-ticket transportation costs ahead to replace key highway facilities, including \$500 million for the I-205/Abernathy Bridge capacity- and seismic-improvement project, \$500 million for the I-5 Boone Bridge and seismic improvement project, over \$750 million I-5/I-84 Rose Quarter improvement project, and the multi-billion-dollar Interstate Bridge/Columbia River replacement project. It is unrealistic to expect that the “feds” will bail us out on all of these projects, and therefore we need to look for ways to pull ourselves up by our own bootstraps and use funds generated by the region and state to leverage even greater amounts of federal funds to improve our transportation system.

The City anticipates that implementing the provisions of HB 3065 will take a number of years, during which time the legislature, ODOT and other levels of government are expected to provide public-input opportunities that shape a final transportation package. The City of Wilsonville has an active public-engagement program to inform and involve residents in important public-policy discussions. The City publishes a monthly all-city newsletter with a circulation of 14,000 to all addresses in and near Wilsonville. The City actively engages with residents on social media and other channels, including online video. The City Council is scheduling a presentation on HB 3065 issues with ODOT staff for this summer, and would be pleased to host a public Q-and-A open house event for ODOT. Thus, the City has a number of mechanisms and processes in place reach out and engage the local community.

Thank you consideration of this follow-up testimony that the City hopes is responsive to Representative Boshart Davis’ questions posed to local governments.

Sincerely,



Julie Fitzgerald, Mayor
City of Wilsonville

Note: Sections pertaining only to **The Interstate 5 Boone Bridge and Seismic Improvement Project** are excerpt below from the 44-page **-11 Amendments to HB 3065**

HB 3065-11
(LC 1195)
5/24/21 (HE/ps)

Requested by Representative NERON

**PROPOSED AMENDMENTS TO
HOUSE BILL 3065**

“SECTION 1. ORS 367.095 is amended to read:

....

“(iii) The Interstate 5 Boone Bridge and Seismic Improvement Project;

....

“SECTION 2. ORS 367.095, as amended by section 47, chapter 491, Oregon

Laws 2019, is amended to read:

....

“(iii) The Interstate 5 Boone Bridge and Seismic Improvement Project;

....

“SECTION 2a. When developing plans for the Interstate 5 Boone Bridge and Seismic Improvement Project, the Department of Transportation shall incorporate the existing plans for the French Prairie Bridge Project, which will serve as the alternative transportation facility for the Interstate 5 Boone Bridge and Seismic Improvement Project.

....

“SECTION 18. ORS 383.150 is amended to read:

....

“(4) To the extent necessary and permitted by state and federal law and section 3a, Article IX of the Oregon Constitution, the commission shall ensure tolls assessed pursuant to subsection (3) of this section or tolls assessed as part of the Interstate 5 Boone Bridge and Seismic Improvement Project:

“(a) Reduce traffic congestion not only on the tollway but also on adjacent, connected or parallel highways to the tollways, regardless of ownership;

<https://olis.oregonlegislature.gov/liz/2021R1/Downloads/ProposedAmendment/20989>

<https://olis.oregonlegislature.gov/liz/2021R1/Measures/Overview/HB3065>



Testimony by City of Wilsonville Mayor Julie Fitzgerald Opposing HB 3072:

Proposed Legislation Preempts Local Land-use Planning, Removes Public Input, Uses Ambiguous Phrasing that Can Harm Long-term Urban Development

Scheduled for public hearing on March 4, 2021, before the House Committee on Housing

Chair Fahey, Vice-Chairs Campos and Morgan, and Members of the Committee:

On behalf of the City of Wilsonville City Council, I submit this testimony in opposition to HB 3072.

The proposed bill would preempt careful local planning efforts for appropriate Urban Growth Boundary (UGB) expansions that by law require significant citizen engagement. HB 3072 commands that a “local government shall amend its comprehensive plan or land use regulations” in spite of prior citizen-engaged planning efforts to site appropriate land-uses within the UGB urban reserve areas. The bill does not provide for any opportunities for public engagement to provide input to a sudden change in the UGB which, by such omission, violates land-use planning Oregon Goal 1: Citizen Involvement.

The bill fails to clearly define terms. For example, the bill references “workforce commercial” as a land-use term for which there is no definition in law or common practice.

The proposed legislation appears to have the effect of siting “workforce housing” locations on the UGB edge. This kind of policy harms both the intended beneficiaries of such a policy—lower-income residents seeking affordable housing—and the greater community. Wilsonville believes that it is problematic to site affordable housing on the UGB edge due to the general lack of walkability and public transit services to provide ready-access to key commercial retail and social services that are generally located toward the city core areas. Rather than being sited on the UGB edge, Wilsonville believes affordable workforce housing should be located in cities along transit corridors and near commercial retail and social services needed by lower-income residents.

Placing affordable housing on the UGB edge forces lower-income residents to spend limited financial resources on operating a vehicle to travel for all essential services. In essence, congregating affordable housing into low-income housing projects on the UGB edge appears to be a policy unintentionally favoring the creation of “suburban slums” that harm all residents of a community, rather than integrating affordable housing developments within the generally more desirable areas of the community.

The City of Wilsonville respectfully urges the committee to table HB 3072. Affordable housing is a critical issue but this bill takes a unreasonable approach.

Sincerely,

Julie Fitzgerald, Mayor
City of Wilsonville



**Testimony by City of Wilsonville Mayor Julie Fitzgerald Supporting HB 3103:
*Proposed Legislation Corrects Unintended Consequence of
Prior 1995 Law Changing Water “Right” to Water “Use”***

Scheduled for public hearing on March 2, 2021, before the House Committee on Water

Chair Helm, Vice-Chairs Owens and Reardon, and Members of the Committee:

On behalf of the City of Wilsonville City Council, I am testifying in support of HB 3103, which seeks to correct an unintended consequence stemming from legislation passed in 1995.

One of the most important public infrastructure considerations to advance economic development objectives of creating higher-wage industrial jobs and new housing opportunities is the provision of municipal water supplies. As a city that has had to face two public facilities strategies—known colloquially as a “development or building moratorium”—one of which was based on water supplies, Wilsonville is well aware of the importance of access to water for municipal development.

Recent Congressional approval of the long-studied Willamette River Basin Reallocation in the reauthorization of the 2020 Water Resources Development Act has triggered a state responsibility to implement a water right transaction called a “transfer” in order to access the stored water for multiple beneficial uses. However, the Oregon Water Resources Department (OWRD) recently determined that the agency lacked statutory authority to accept and process character (type) of use transfer applications after decades of established practice.

This issue came about as an unintended consequence of a legislative change 26 years ago that modified water “right” to water “use.” OWRD’s determination of a lack of authority eliminated a crucial administrative process needed for efficient and cost-effective transfers of water from one use to another. This situation leaves municipal water providers in the Willamette Basin without a viable path to access stored water for future needs from water rights that the cities have purchased.

HB 3103 clarifies that OWRD has the ability to resume accepting and processing applications to change the use of stored water. Thus, HB 3103 facilitates municipal water providers ability to access critical stored water to meet future demands without purchasing a new water right. The City of Wilsonville respectfully urges a DO PASS vote on HB 3103. Thank you.

Sincerely,

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

Julie Fitzgerald, Mayor
City of Wilsonville



Support HB 3103 Allowing Critical Access to Stored Water

BACKGROUND:

For over 30 years, municipal water providers in the Willamette Basin have been working with the U.S. Army Corps of Engineers, the Oregon Water Resources Department (OWRD), and other state agencies and stakeholders in the Basin to develop an integrated water resources management strategy to effectively plan for community water needs, agricultural irrigation needs, and endangered species protection. Significant progress has been made to reallocate the storage space in the 13 Willamette Basin Project reservoirs. This stored water is one of the few remaining water supplies to meet future needs within the basin.

Recently, this work led to Congressional approval of the Willamette Reallocation in the reauthorization of the Water Resources Development Act (WRDA) at the end of 2020. Now the state must implement a water right transaction called a “transfer” in order to access the stored water for multiple beneficial uses. This “transfer” to a “multi-purpose” use is also a requirement to protect fish flows allocated for the Endangered Species Act.

PROBLEM:

- OWRD recently determined they lacked statutory authority to accept and process character (type) of use transfer applications after decades of established practice.
- This issue came about as an unintended consequence of a legislative change in 1995 that changed water “right” to water “use.”
- OWRD’s determination eliminated a crucial administrative process needed for efficient and cost-effective transfers of water from one use to another.
- This leaves municipal water providers in the Willamette Basin without a viable path to access stored water for future needs.

SOLUTION:

- HB 3103 clarifies that OWRD has the ability to resume accepting and processing applications to change the use of stored water.
- HB 3103 will allow municipal water providers to access critical stored water to meet future demands without purchasing a new water right.

For more information contact:

Andy Smith, City of Hillsboro
andy.smith@hillsboro-oregon.gov

Michael Van Dyke
michael@proxygr.com

Tracy Rutten Rainey
trutten@orcities.org



Support HB 3103A

Allowing Critical Access to Stored Water

BACKGROUND:

For over 30 years, municipal water providers in the Willamette Basin have been working with the U.S. Army Corps of Engineers, the Oregon Water Resources Department (OWRD), and other state agencies and stakeholders in the Basin to develop an integrated water resources management strategy to effectively plan for community water needs, agricultural irrigation needs, and endangered species protection. Significant progress has been made to reallocate the storage space in the 13 Willamette Basin Project reservoirs. This stored water is one of the few remaining water supplies to meet future needs within the basin.

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PROBLEM:

- OWRD recently determined they lacked statutory authority to accept and process character (type) of use transfer applications after decades of established practice.
- This issue came about as an unintended consequence of a legislative change in 1995 that changed water “right” to water “use.”
- OWRD’s determination eliminated a crucial administrative process needed for efficient and cost-effective transfers of water from one use to another.
- This leaves municipal water providers in the Willamette Basin without a viable path to access stored water for future needs.

SOLUTION:

- HB 3103A clarifies that OWRD has the ability to resume accepting and processing applications to change the use of stored water.
- HB 3103A will allow municipal water providers to access critical stored water to meet future demands without purchasing a new water right.
- HB 3103A creates a the third-party facilitated workgroup to resolve location transfers of stored water rights. The workgroup is necessary in order to work through complex questions and scenarios around location transfers. The bill includes \$485,100 General Fund to Oregon Water Resources Department for the workgroup process.

For more information contact:

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Michael Van Dyke
michael@proxygr.com

Tracy Rutten Rainey
trutten@orcities.org



Testimony by City of Wilsonville Mayor Julie Fitzgerald Supporting Amended SB 8A:

Amendment Clarifies that Affordable Housing in Industrially Zoned Area Must Be on Publicly Owned Property Adjacent to Residential Neighborhoods

Scheduled for public hearing on May 13, 2021, before the House Committee on Housing

Chair Fahey, Vice-Chairs Campos and Morgan, and Members of the Committee:

On behalf of the City of Wilsonville City Council, I am testifying in support of an amendment to SB 8A proposed by the League of Oregon Cities (LOC). The proposed amendment clarifies that an affordable housing project proposed to be located in an industrially zoned area must be sited on publicly owned property and located adjacent to residential neighborhoods or schools.

The LOC amendment would modify Section 1(2) to add a new third subsection (c):

“(c) If the property under (2)(b) is zoned for industrial uses, then affordable housing may be developed provided the property is publicly owned and adjacent to lands zoned for residential development or schools;”

This important amendment accomplishes at least three socially significant public-policy goals:

1. **No Segregation of “Poor People”:** Averts the siting of affordable housing in a solely industrial zone without close proximity to other residents and neighborhood commercial services and schools, preventing the stigmatization of residents of such housing as being segregated away from other residents into an “unfriendly” industrial area.
2. **Appropriate Location, Not Profit-Making Deals:** Prevents private-sector actors who may seek to profit by “flipping” industrially zoned land to an affordable housing use that may be an inappropriate location for such public use.
3. **Maintain Industrial Lands for Family-Wage Jobs:** Protects limited supply of industrial lands that produce high-income occupations in vital traded-sectors of manufacturing and wholesale distribution from large-scale change-over in use.

The City appreciates your consideration of the proposed LOC amendment that provides appropriate sideboards. Thank you.

Sincerely,

Julie Fitzgerald, Mayor
City of Wilsonville



Testimony by City of Wilsonville Mayor Julie Fitzgerald Supporting SB 141A:

Proposed Legislation Streamlines and Clarifies Requirements for Local-Option Use of Tax Credit that Can Provide Additional Affordable Housing Opportunities

Scheduled for public hearing on April 29, 2021, before House Committee on Housing

Chair Fahey, Vice-Chairs Campos and Morgan, and Members of the Committee:

On behalf of the City of Wilsonville City Council, I am testifying in support of the SB 141A that streamlines and clarifies requirements for use of the multi-family community “Vertical Housing Tax Credit” as a component of a locally enacted Vertical Housing Development Zone (VHDZ). The bill provides for a local-option use of the tax credit for the abatement of a percentage of property taxes over a 10-year period that is designed as an incentive for developers to build both mixed-use and affordable, multi-family housing projects.

Currently, state statutes are interpreted to limit the abatement threshold in a manner that creates uncertainty and discourages projects from fully developing housing as a part of a VHDZ. SB 141A clarifies existing statutes on how the abatement is calculated through an “equalized floor,” and provides well-defined language determining the value of the tax abatement that is applicable for up to four floors of housing.

The bill removes uncertainty and disincentives to maximizing development in any project without granting more in abatements than is actually developed. The bill also provides an additional abatement incentive for projects that provide housing for low-income individuals earning 60 percent or less of an area’s median income.

The City of Wilsonville is exploring the potential use of VHDZ as an incentive to encourage both vertical, mixed-use and affordable housing developments in the Wilsonville Town Center. Given the hot, active residential real-estate market, developers indicate that incentives are necessary to advance lower-revenue-generating multifamily housing projects that are not market-rate oriented.

As a local-option program, increased utilization of VHDZ tax credits by a community could make both vertical, mixed-use and affordable-housing projects pencil out, thereby contributing to a state goal of creating new housing opportunities. The City of Wilsonville requests your support for SB 141A. Thank you.

Sincerely,

Julie Fitzgerald, Mayor
City of Wilsonville



SUPPORT SB 330A

A Critical Component to a Holistic State Response

Issue

Over the course of the last year, every person and facet of our state has been impacted by the COVID-19 pandemic. In response, we’ve seen our shared communities come together to support and help each other through an unprecedented crisis. Property owners in our communities are no different. Faced with significant uncertainty, both personally and professionally, many property owners reached out to their tenants to support them in the face of severe economic hardship. Indeed, property owners and tenants alike understood that they – like all of us – were in this together.

Simultaneously, state and local governments have been working hard to mitigate harm to property owners and tenants by enacting eviction moratoriums and targeting financial resources to mitigate the debt crisis facing both property owners and tenants. **But we need to do more in order to ward off an impending crisis that could result in an increase of evictions and a loss of locally owned housing units – both of which will harm our recovery.** As of now the state is expecting property owners to front at least 20 percent of the state’s public health response as it applies to rental housing. Property owners deserve to be treated with fairness and compensated for the sacrifices they have made in service to the common good.

Solution

SB 330A establishes an income tax credit for forgiveness by a landlord of a tenant's nonpayment of rent or other charges. **This bill provides needed relief to both the property owners and is an important component to a holistic state response that ensures property owners are treated with the fairness they deserve while simultaneously providing certainty to tenants who carry significant debt with no obvious path towards repayment.** It will help protect the loss of locally owned rental housing, provide a path out of debt and housing instability for tenants, and help ensure our communities can recover from this crisis together.

For More Information, please contact:
 Andy Smith
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 503.681.6481

Michael Van Dyke
 Michael@proxygr.com
 503.313.5898

Local Governments Support Recycling Modernization (SB 582/HB 2065)



Chair Beyer and Members of the Committee:

The local governments and governmental associations listed above strongly support the passage this session of comprehensive legislation to modernize Oregon's recycling system.

Our state's nationally renowned recycling programs have provided efficient and environmentally beneficial services to Oregon's households and businesses for more than three decades. However, action is urgently needed to address changes in materials and markets that have created significant challenges to the sustainable and equitable operation of these programs.

At the most basic level, the products and packaging we buy have changed. Easily recyclable paper has increasingly been replaced by a dizzying array of plastics and new types of packaging, many of which tout misleading claims of recyclability. As a result, it has become more complicated for our residents to know what should and should not go in the bin. In turn, the work of recycling facilities to sort through and find markets for those materials has become increasingly difficult and costly. Moreover, concerns persist among the public that what we put in the bin may end up polluting the land, air and waters of developing countries.

Local governments find themselves in the thick of these challenges. Diminishing markets and higher quality standards for recyclables have pushed up costs for our ratepayers. Educating residents on what can go in the bin amid a blizzard of new materials and confusing labeling is a seemingly unending task. Our residents are highly concerned when they see news reports about our supposedly recycled plastics polluting other countries. We also recognize the need to provide greater equity in the system, both in access to recycling services – particularly for rural residents

and people who live in apartments and multifamily homes – and in the ability of recycling workers to earn a living wage.

SB 582/HB 2065 is intended to address these challenges by restructuring our recycling system in three fundamental ways. The bill will:

- **Require producers to take responsibility for the products and packaging they put onto the market.** Producers, who have the greatest ability to make changes that can make their products easier to manage, need to step up to responsibilities that local governments have too long borne on their own. The bill will require producers to provide resources to assist local governments in improving services, including expanding multifamily recycling.
- **Ensure a responsible and equitable recycling system.** Misleading labeling on products and packaging about their recyclability will be prohibited. Recycling workers will receive a living wage. Collected materials will not be allowed to pollute other communities – domestic or foreign.
- **Modernize the recycling system statewide.** Establish a statewide list of what will be collected for recycling based on a thorough evaluation of economic and environmental benefits. Require payments from producers to level the cost of getting recycling materials to markets.

SB 582/HB 2065 is the product of more than two years of research and stakeholder discussions. Local governments were directly involved in these efforts. While we understand that a comprehensive reform like this will undergo refinement in the legislative process, we are committed to working with you to carry out the intent of the partners who joined to develop this proposal.

We strongly support SB 582/HB 2065 and urge you to move it forward.

Local Governments Support the Plastic Pollution and Recycling Modernization Act (SB 582-9)



Chair Beyer and Members of the Committee:

The local governments and governmental associations listed above continue to strongly support the passage this session of comprehensive legislation to address plastic pollution and modernize Oregon’s recycling system.

Action is urgently needed to address changes in materials and markets that have created significant challenges to the sustainable and equitable operation of recycling programs across Oregon. The current system confuses consumers about what they can recycle, creates problems at recycling facilities when non-recyclable materials are put in the bin, and generates concerns among the public that what we put in the bin ends up polluting developing countries.

Local governments find themselves in the thick of these challenges. Diminishing markets and higher quality standards for recyclables have pushed up costs for our ratepayers. Educating residents about what can go in the bin and addressing their concerns about our supposedly recycled plastics polluting other countries demands our constant attention. Meanwhile, we urgently need to increase equity in the system by providing greater access to recycling services for rural and multifamily residents and ensuring living wages for recycling workers.

SB 582 addresses these challenges by fundamentally restructuring our recycling system. It will:

- **Require producers to take responsibility for the products and packaging they put onto the market.** Producers, who have the greatest ability to make changes that can make their products easier to manage, need to step up to responsibilities that local governments have too long borne on their own. The bill will require producers to provide resources to assist local governments in improving services, including expanding multifamily recycling.
- **Ensure an equitable recycling system.** Recycling workers will receive a living wage. Collected materials will not be allowed to pollute other communities – domestic or foreign.

VOTE YES on the Plastic Pollution and Recycling Modernization Act (SB 582-B)



The public, private and nonprofit entities above strongly support Senate Bill 582-B, which would implement comprehensive changes to address plastic pollution and modernize Oregon's recycling system.

Action is urgently needed to address changes in materials and markets that have created significant barriers to the sustainable and equitable operation of recycling programs across Oregon. As direct participants in the recycling process, we believe these challenges must be tackled without delay.

SB 582-B addresses these issues by fundamentally modernizing and restructuring our recycling system. Among other improvements, it will:

- **Require producers to share responsibility for the products and packaging they put onto the market.** Producers have the greatest ability to implement changes that can make their products easier to manage. The bill will require them to support improved services, including expanding multifamily recycling and leveling the cost of getting recyclable materials to markets – costs that otherwise would be borne by ratepayers.
- **Ensure an equitable recycling system.** Processing workers will receive a living wage. Collected materials will not be allowed to pollute other communities – domestic or foreign.
- **Reduce confusion and contamination.** A single statewide list of what will be collected for recycling and steps to reduce misleading labeling will provide clarity to consumers and increase the efficiency of recycling operations.

SB 582-B is the product of more than two years of research and broad stakeholder engagement, as well as intensive discussions on amendments over the past several months. **We have been directly involved in these efforts and urge you to carry out the intent of the many partners who have worked together to develop this legislation.**

We strongly support passage of SB 582-B in the 2021 session. Please vote YES on SB 582-B.

- **Modernize the recycling system statewide.** Establish a statewide list of what will be collected for recycling based on a thorough evaluation of economic and environmental benefits. Require payments from producers to level the cost of getting recycling materials to markets.

As you know, SB 582 and the proposed -9 amendment are the product of more than two years of research and stakeholder engagement, as well as intensive discussions on amendments over the past several months. Local governments have been directly involved in these efforts. We are committed to continuing to work with you to carry out the intent of the partners who joined to develop this proposal.

We strongly support SB 582 and urge you to move it forward.

SB 582 - Recycling Modernization Act

The Oregon Legislature passed the Plastic Pollution and Recycling Modernization Act (Senate Bill 582) during the 2021 Legislative Session. The Recycling Modernization Act will overhaul Oregon's outdated recycling system by building on local community programs and leveraging the resources of producers to create an innovative system that works for everyone in the state. This comprehensive update puts Oregon at the forefront of recycling innovation once again.

KEY ELEMENTS OF THE BILL



Responsibility is shared and scaled. Producers will be brought into Oregon's recycling system to cover the cost of improvements. Cost to producers will be scaled based on what materials they use and how much they sell into Oregon.



One list for the state of what can be recycled. This will provide clarity to Oregonians about what can be recycled and create efficiencies in recycling operations across the state.



Increase access to recycling. SB 582 will provide recycling services to people who didn't previously have it, such as those who live in apartments and rural areas.



Incentivize innovation. Producer fees will be higher for non-recyclable products and those creating more environmental pollution.



Prevents plastic pollution. Ensures collected material is actually recycled and addresses plastic trash that pollutes oceans, rivers and communities.



Accountability to outcomes. DEQ will permit and audit recycling processors, and a Governor-appointed advisory council will review producer program plans, the statewide collection list, and educational resources.

"At Bob's Red Mill, we value nourishing a healthy planet. We support SB 582 because it will create solutions to urgent issues in our recycling system while also providing brands like ours with clearer direction on how to do right by the environment. We are working to solve the problem of plastic pollution, but we cannot do it alone."

Julia Person, Sustainability Manager, Bob's Red Mill

"SB 582 builds on the best parts of our recycling system and brings in producers to fill in the gaps. The Association of Oregon Recyclers supports the Recycling Modernization Act because it will make needed improvements, expand recycling programs to serve more people, and protect the environment for many decades to come."

Kristin Lechner, Chair, Association of Oregon Recyclers

CHALLENGES AND SOLUTIONS

Public confusion over what can be recycled

One statewide list of recyclable items

Inequities throughout the recycling system

A system that meets the needs of underserved communities

No producer funding for recycling

Producers share responsibility with local government and ratepayers

More garbage and less recycling over time

Recycling increases as it becomes easier and more accessible

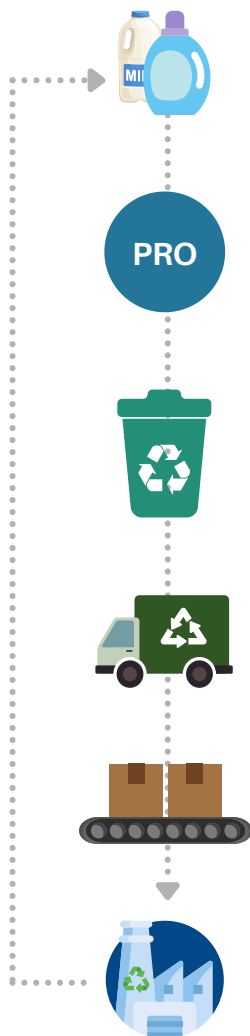
No assurance of responsible recycling

Oversight of producers and processors to ensure responsible recycling

SB 582 - Recycling Modernization Act

HOW IT WORKS

SB 582 creates a shared responsibility recycling system. Producers of packaging, paper products and food serviceware will fund necessary upgrades and perform specific functions that will make Oregon's recycling programs convenient, accessible and responsible. Local governments will maintain their role overseeing collection in their communities.



PRODUCERS will join in a Producer Responsibility Organization (PRO) that will fund improvements to the system and ensure the recyclables that are collected go to responsible end markets.

PRODUCER RESPONSIBILITY ORGANIZATION collect and spend producer membership fees to ensure better and expanded recycling services. PRO(s) will also fund waste prevention grants and studies to assess challenges and recommend solutions to improve multifamily recycling, equity in the recycling system and litter and marine debris.

ONE COLLECTION LIST will be established by the State of Oregon so individuals and businesses can recycle the same items across the state, at home and at work.

RECYCLING SERVICES will be expanded under the direction of local governments, with support from the PRO(s), especially for rural communities and people living in apartments. The same private collection companies will continue to provide recycling services.

EDUCATION about how to recycle will continue to be offered by local governments, along with new programs to reduce contamination (trash) in our recyclables. PRO(s) will create accessible educational resources that local governments can use and that meet the needs of diverse communities.

PROCESSING of recyclable materials will be done in facilities that meet new performance standards, including material quality, reporting, and paying living wages to facility workers. Recycling processing facilities will be required to obtain a permit from DEQ or meet similar standards in order to receive recyclable material from Oregon communities.

END MARKETS that can handle the material appropriately - without creating plastic pollution - can purchase it after sorting and recycle it into something new. Producers will be obligated to make sure materials collected in Oregon reach responsible end markets.

OVERSIGHT AND INTEGRATION

A new Governor-appointed advisory council will provide feedback to DEQ and the PRO(s) about important elements of this new recycling system, including the statewide collection list. DEQ will oversee the recycling system and provide enforcement where necessary. The PRO(s), processors and local governments will track and report more and better information about where our recyclables go and provide assurance that they are used to make new products.

Get more information at: ordeg.org/sb582. Implementation details will be posted there when available.



Testimony by City of Wilsonville Mayor Julie Fitzgerald Supporting an Amended SB 5534, Capitol Construction Funding Bill

Strategic Use of State Funds to Leverage Federal Infrastructure Investment for Proposed Public Corporation to Reopen the Willamette Falls Locks

Scheduled for public hearing on May 7, 2021, before the Joint Committee on Ways and Means Subcommittee on Capital Construction

Co-Chairs Girod and Holvey, and Members of the Committee:

On behalf of the City of Wilsonville City Council, I am testifying in strong support of an amended SB 5534 that would provide the proposed Willamette Falls Locks Authority with an initial State investment through bonded lottery proceeds. The City supports an amendment for “Willamette Falls Locks Restoration - \$14 million” in bonding authority as leverage for additional federal funds.

The legislatively chartered Willamette Falls Locks Commission, created by SB 256 of 2017, has recommended to the Oregon Legislative Assembly to create the Willamette Falls Locks Authority as a state-chartered public corporation via HB 2564 this legislative session. Creation of a State-related entity is an essential first step in facilitating the ownership transfer of the Locks from the federal government via the U.S. Army Corps of Engineers (US ACE) to the State of Oregon. Transfer of the ownership of the Locks and a state/regional commitment to long-term maintenance that leverages federal funds provides the opportunity to repair and reopen the Locks to river travel.

In the Draft Disposition Study issued by the US ACE in May 2017, the Corps indicated a preference for transfer of the Locks to another entity or cementing the Locks shut permanently, foreclosing any future options for use. Reopening the Locks is crucial to maintaining a key river transportation infrastructure connecting the lower and upper portions of the Willamette River.

Passage of an amended SB 5534 with a Locks restoration budget allotment sends a strong message of reinforcement to Congress and the federal government that the State of Oregon is serious about reopening the Locks, and provides the State an opportunity to leverage substantial federal infrastructure funding for preliminary repairs for reopening the Locks.

The City of Wilsonville is one of three Willamette River cities appointed by the legislature to serve on the Willamette Falls Locks Commission. Wilsonville has vested interests along with other public- and private-sector stakeholders in reopening and sustainably operating the Locks, which significantly impact the recreational, tourism and commercial economy of the region, and provide a non-roadway mode of transportation crucial for recovery after the projected Cascadia 9.0 seismic event. Closure of the Locks since 2011 has placed a severe hardship on commercial, recreational and tribal river users, including long-time employer Wilsonville Concrete, Inc., and Marine Industrial Construction, LLC, which used the Locks for 129 years of commerce.

The City of Wilsonville respectfully requests your support for a budget allotment of \$14 million in restoration funds for the Willamette Falls Locks Authority in SB 5534. Thank you.

Sincerely,

Julie Fitzgerald, Mayor
City of Wilsonville



Testimony by City of Wilsonville Mayor Julie Fitzgerald on SB 5555:

State Budget Could Leverage County and City American Rescue Plan Act Allocations with Strategic, Cooperative Funding Programs

Scheduled for public hearing on April 24, 2021, before the
Joint Committee on Ways and Means

Co-Chairs Johnson, Steiner Howard and Rayfield, and Members of the Committee:

On behalf of the City of Wilsonville, I submit this testimony regarding SB 5555 pertaining to the State Budget in relation to American Rescue Plan Act (ARPA) priorities for Congressional District Five.

The City strongly advocates for a statewide plan that coordinates spending between the state and counties and cities on public programs of high priority, such as affordable housing opportunities with wrap-around social services for homeless populations.

This type of cooperative process is key to making a state-local governments partnership work. With local governments receiving their funds directly, we encourage state leadership to focus on collaboration as opposed to mandates to achieve common goals.

Recognizing that local governments are not bound to state directives, we encourage the state to focus on incentives to collaborate. For example, state matching funds can naturally drive local governments towards statewide priorities. This kind of approach can leverage local ARPA funds, ensure we're not unnecessarily duplicating efforts, and ultimately, deliver on our shared goals and priorities for Oregon.

The City of Wilsonville looks forward to the opportunity to work with the state and other local governments to leverage our ARPA funds for prospective programs and projects that provide maximum public benefit. If we work together as partners, especially in planning and implementation, we have a real opportunity maximize benefits to communities across the state. Together we can create a comprehensive plan for Oregon.

Sincerely,

A handwritten signature in blue ink that reads "Julie Fitzgerald".

Julie Fitzgerald, Mayor
City of Wilsonville

City of Sherwood – City of Wilsonville “Sherwood Broadband-Wilsonville/GovRing Expansion Project”



Submitted as two separate State ARPA funding requests via
Rep Courtney Neron (HD-26) and Sen Kim Thatcher (SD-13)



5/6/2021

Amount - Enter the allocation amount to be used.

\$1.25 million request by Rep Neron

\$1.25 million request by Sen Thatcher

Project/Program Name - Provide the name of the program/project as it should appear in a bill.

Sherwood Broadband-Wilsonville/GovRing Expansion Project

Project Type - Identify whether it is a: Capital Project, Grant Program, Support Services, Technical Assistance, or Other; if it is Other, use the Description column to explain the type of project/program.

Capital Project

Recipient Organization - Identify the organization that will be spending the money; this could be a state agency, local government, or nonprofit entity.

City of Sherwood, an Oregon municipal corporation

Description - Provide information on how the money will be spent and what is to be achieved. This information is needed to develop legislation and the budget report that will provide legislative direction on how the funds are to be spent.

The Sherwood Broadband-Wilsonville/GovRing Expansion Project is a three-year, seven-phase project fundable in segments that:

- Extends the existing City of Sherwood Broadband Internet Service Provider (ISP) utility to the City of Wilsonville via a pending intergovernmental agreement and connects fiber infrastructure in both communities.
- Connects the Sherwood Broadband network to the City of Hillsboro enhancing the GovRing network of the Washington County Data Center.
- Provides new, free public Wi-Fi Internet access at key Wilsonville public facilities, including the Public Library, Murase Plaza, Town Center Park and other parks.
- Provides infrastructure for potential future residential broadband connections in and around Sherwood and business connections in Wilsonville.

The joint State ARPA request by the Cities of Sherwood and Wilsonville seeks a total of \$2.5 million, composed of separate funding requests of \$1.25 million by Rep. Neron (HD-26) and \$1.25 million by Sen Thatcher (SD-13), to accomplish the Sherwood Broadband-Wilsonville/GovRing Expansion Project, which has a total estimated cost of \$2.75 million for all seven phases.

Each city is considering use of City ARPA funds to match the State ARPA funds in order to advance a shared-priority project based on ARPA funding criteria that promotes broadband infrastructure.

By connecting the communities of Sherwood and Wilsonville, located four miles apart, the Sherwood Broadband utility reinforces its network and establishes fiber pathways between the communities on the West and East sides of I-5. The Sherwood Broadband-Wilsonville/GovRing Expansion Project extends core broadband fiber infrastructure that addresses current broadband deficiencies in each community, both in-town and rural areas of Sherwood, and improves connectivity between public agencies.

Sherwood Broadband has been in operation for over 16 years and currently provides Internet services to residents, businesses and other public agencies. Through the use of its own fiber optic network and the collaboration with other public agencies, Sherwood Broadband has helped create a network that connects many agencies together via very high speed fiber optic cables known informally as “The GovRing.” The City of Sherwood and the City of Wilsonville wish to partner on a funding request to address current broadband needs in our communities and the surrounding areas.

PHASES OF THE SHERWOOD BROADBAND-WILSONVILLE/GOVRING EXPANSION

PROJECT: The total State ARPA requests of \$2.50 million, composed of two separate funding requests of \$1.25 million by Rep. Neron (HD-26) and \$1.25 million by Sen Thatcher (SD-13), funds all Phases 1 – 7 below.

■ **PHASE 1: Extension of Sherwood Broadband utility infrastructure to Wilsonville: \$500,000**

This initial phase establishes a direct undergrounded fiber connection creating resiliency between Sherwood and Wilsonville, laying a redundant backbone connection between the Clackamas and Washington Counties networks.

■ **PHASE 2: Extension of Sherwood Broadband to Hillsboro “GovRing”: \$250,000**

This phase establishes a direct, redundant fiber connection between Sherwood and the Hillsboro broadband network terminus in the Schools area.

■ **PHASE 3: Wilsonville broadband infrastructure and public facilities Wi-Fi access, part I: \$200,000**

This phase of the project installs additional fiber infrastructure and allows the creation of free public Wi-Fi access points at major City facilities and parks in Wilsonville, including around the Public Library, Murase Plaza area and Town Center Park on the eastside of I-5.

■ **PHASE 4: Sherwood Broadband residential network extension, part I: \$300,000**

This phase of the project underwrites the costs of extending Sherwood Broadband to more residences in Sherwood and the adjacent rural areas.

■ **PHASE 5: Wilsonville broadband infrastructure and public facilities Wi-Fi access, part II: \$500,000**

This phase of the project installs additional fiber infrastructure and extends free public Wi-Fi Internet access points to major City facilities and parks in Wilsonville, including Boones Ferry Park and Villebois regional parks on the westside of I-5.

■ **PHASE 6: Sherwood Broadband residential network extension, part II: \$500,000**

This phase of the project underwrites the costs of extending Sherwood Broadband to more residences in Sherwood and the adjacent rural areas.

■ **PHASE 7: Wilsonville broadband infrastructure and public facilities and business Wi-Fi access, part III: \$500,000**

This phase installs broadband fiber infrastructure in North Wilsonville and allows the Sherwood Broadband to provide connections to Wilsonville businesses.

Connecting Sherwood’s fiber network to Wilsonville’s network would add greater capacity between the two communities and allow for redundancies in the event of a break of the fiber cables. Additionally, this project seeks to construct a fiber line from Sherwood’s network out to the Scholls/Sherwood area where the City of Hillsboro has constructed its own fiber network. By constructing this line and connecting with Hillsboro it would create a key route for the GovRing and establish direct connectivity between the Wilsonville and the Data Centers in Hillsboro, thereby enabling another redundant connection between Clackamas County and Washington County networks.

Demographic data on this area of House District 26 / Senate District 13 indicates that substantial numbers of residents are unserved or underserved per the FCC’s definition of Broadband. Many of these residents have communicated that their service is well under 10mb (download) and 1mb (upload). This has been a significant impact for them this past year as remote work and distance learning has been the norm. If funding was

secured Sherwood Broadband would make available it’s 1 Gigabit (upload & download) internet service to the residents in the funded area.

These projects address the broadband needs within our communities and the surrounding area. The projects aim to benefit a variety of users so that equity is achieved with these very important funds. In all of the proposed projects careful planning will take place so that when constructing new fiber lines we are selecting routes that address multiple broadband needs. Funding of these projects will not only improve broadband access in our communities today but also allow for future expansions to occur at a lower cost and be completed on a shorter timeline.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: August 16, 2021		Subject: Resolution No. 2917 A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Construction Manager/General Contractor (CM/GC) Agreement with Kiewit Infrastructure West Co. to provide Preconstruction Services for the Willamette River Water Treatment Plant Expansion project (Capital Improvement Project 1144)	
		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 type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Willamette River Water Treatment Plant Master Plan Update 2017	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Construction Manager/General Contractor (CM/GC) Agreement with Kiewit Infrastructure West Co. (Kiewit) in the amount of \$198,328 for preconstruction services for the Willamette River Water Treatment Plant (WRWTP) Expansion (CIP #1144) project (Project).

Resolution No. 2917 Staff Report

EXECUTIVE SUMMARY:

The WRWTP is scheduled for expansion from 15 Million Gallons per Day (MGD) to 20 MGD design capacity necessary to meet projected demand as both Wilsonville and the City of Sherwood continue to grow. The 2017 Water Treatment Plant (WTP) Master Plan Update identifies the improvements necessary for this expansion. Council adopted Resolution No. 2801 on March 16, 2020 authorizing the use of a Construction Manager/General Contractor (CM/GC) alternative contracting method for construction of the Project.

Staff issued a Request for Proposals (RFP) on June 14, 2021 for CM/GC services for the Project. Two proposals were received by the July 12, 2021 due date. Staff evaluated the submitted proposals and determined that Kiewit was best qualified to provide CM/GC services for the Project.

This CM/GC contract includes preconstruction services for the Project, with provisions to negotiate a Guaranteed Maximum Price (GMP) for construction, as well as early work packages for critical equipment with long lead times. It is anticipated that the first early work package will include ozone generators, as the existing ozone generators have recently experienced operational problems and are crucial to proper functionality of the WRWTP.

EXPECTED RESULTS:

The expanded WRWTP will provide sufficient capacity to accommodate growth in the City of Wilsonville for the next 10 years, facilities will be more seismically resilient, and outdated equipment will be replaced.

TIMELINE:

An early work package for ozone generators will likely be issued in September 2021. Final design would likely be completed and a GMP negotiated by the end of 2021, with construction completed in 2022-2023.

CURRENT YEAR BUDGET IMPACTS:

The FY2021-22 budget includes \$25,311,900 for construction of the Water Treatment Plant 20 MGD Expansion project (CIP 1144) funded through a combination of water utility fees, water system development charges and contributions from the City of Sherwood. The current contract amount for CM/GC services is \$198,328, within the budgeted amount. This project is anticipated in the City's five-year capital improvement plan and will carry into the next fiscal year.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 8/6/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 8/6/2021

COMMUNITY INVOLVEMENT PROCESS:

The scope and schedule of WRWTP expansion projects were identified and adopted as part of the 2017 WRWTP Master Plan Update. Adoption of the updated master plan included significant coordination and cooperation between the partner jurisdictions, including City of Wilsonville, City of Sherwood, City of Hillsboro, Tualatin Valley Water District, and the Willamette Water Supply Program. A webpage and virtual open house were provided where the entire master plan document could be viewed, and public comment and questions submitted. Public hearings before the Wilsonville Planning Commission and City Council were held as part of approval of the 2017 WRWTP Master Plan Update adopting ordinance (Ordinance No. 815).

The required Class II Site Design Review application has been submitted to the City Planning Division. The review process will include a notification and request for comments mailed to all residents within 250 feet of the boundaries of the Project, along with public notices posted at various locations throughout the City.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Project will provide needed capacity expansion at the WRWTP to accommodate planned development in the cities of Wilsonville and Sherwood for the next 10 years. The Project includes opportunistic improvements to seismically improve the WRWTP and replace aging and outdated equipment while the expansion work is underway, reducing future maintenance needs, costs, and impacts to the plant.

ALTERNATIVES:

The Project work will include assessment of a number of design alternatives in the expansion of the WRWTP. Each alternative will be assessed on the basis of cost, design life, regulatory compliance, support of planned future expansion, equipment reliability, and a number of other considerations, resulting in a well-planned, high-quality expansion of the City's water treatment infrastructure.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2917
 - A. Willamette River Water Treatment Plant Expansion CM/GC Contract

RESOLUTION NO. 2917

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) CONTRACT WITH KIEWIT INFRASTRUCTURE WEST CO. TO PROVIDE PRECONSTRUCTION SERVICES FOR THE WILLAMETTE RIVER WATER TREATMENT PLANT EXPANSION PROJECT (CAPITAL IMPROVEMENT PROJECT #1144).

WHEREAS, the City has planned and budgeted for CM/GC services for Capital Improvement Project #1144, known as the Willamette River Water Treatment Plant Expansion project (the Project); and

WHEREAS, City Council approved Resolution No. 2801 on March 16, 2020 authorizing the use of a CM/GC contracting method for construction of the Project; and

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

WHEREAS, Kiewit Infrastructure West Co. submitted a proposal on July 12, 2021 and was subsequently evaluated and determined to be the most qualified firm to perform the work; and

WHEREAS, following the qualifications based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Kiewit Infrastructure West Co. has provided a responsive and responsible proposal for CM/GC services.
2. The 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 CM/GC Contract with Kiewit Infrastructure West Co. for a not-to-exceed amount of \$198,328 for Preconstruction Services, which is substantially similar to **Exhibit A** attached hereto.

3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16th day of August, 2021, and filed with the Wilsonville City Recorder this date.

JULIE FIZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

A. Willamette River Water Treatment Plant Expansion CM/GC Contract

EXHIBIT A

**CITY OF WILSONVILLE
CM/GC CONTRACT
(CONSTRUCTION MANAGER/GENERAL CONTRACTOR)**

THIS CONTRACT IS BETWEEN:

OWNER: **The City of Wilsonville**

And

**CONSTRUCTION MANAGER/
GENERAL CONTRACTOR
(referred to as Contractor in the
General Conditions and referred to
as "the CM/GC" in this Contract):** **Kiewit Infrastructure West Co.**

The Project is: **WRWTP Expansion/Upgrade Project**

The Architect/Design Consultant/Engineer is: **Stantec Consulting Services Inc.**

The Owner's Target GMP Range is: **\$12.1M to 17.1M**

**CITY OF WILSONVILLE
CM/GC CONTRACT**

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EXHIBITS:

- Exhibit 1 COVID-19 Provisions
- Exhibit 2 City of Wilsonville General Conditions
- Exhibit 3 City of Wilsonville Supplemental General Conditions
- Exhibit 4 GMP Amendment to CM/GC Contract
- Exhibit 5 CM/GC Key Personnel
- Exhibit 6 Reimbursable Travel and Per Diem Expenses
- Exhibit 7 RFP (added at execution)
- Exhibit 8 Proposal (added at execution)

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The Owner and CM/GC agree as follows:

ARTICLE 1:
DEFINITIONS

Except as expressly defined or modified below or elsewhere in this CM/GC Contract (the "Contract"), all capitalized terms shall have the meanings set forth in Section A of the City of Wilsonville General Conditions for Public Improvement Contracts, attached and incorporated as Exhibit 2 (the "City of Wilsonville General Conditions"), as may be supplemented by the City of Wilsonville's Supplemental General Conditions for Public Improvement Contracts (the "COW Supplemental General Conditions"), attached and incorporated as Exhibit 3. The terms below are expressly defined as follows:

1.1 Affiliate. Affiliate shall mean any subsidiary of CM/GC, and any other entity in which CM/GC has a financial interest or which has a financial interest in CM/GC (including without limitation parent companies, related businesses under the same holding company, or any other business controlled by, under common control with, or which controls CM/GC).

1.2 Allowances. Allowances shall mean the allowance amounts shown in the GMP Supporting Documents, together with such further allowances as may be developed by the parties as the Project progresses.

1.3 Amendment. Amendment shall mean a written modification of this Contract (including without limitation any agreed change to the GMP), identified as an Amendment, and executed by CM/GC, the Engineer, and, where required, approved in writing on behalf of Owner by the City of Wilsonville.

1.4 Business Days. Business Days shall mean every day except Saturday, Sunday, and legal holidays recognized for employees of the State of Oregon.

1.5 CM/GC Field Work. CM/GC Field Work shall mean work the City determines in the best interest of the project with City's prior written approval, customary layout, clean up, supervision, and portions of the Work of a minor nature and not feasibly part of the subcontracted work due to: exclusions by the Subcontractor not resolved through the process described in this Contract, undeveloped design owing to deviations in Work performed or materials delivered by Subcontractors or suppliers that do not represent defective or nonconforming work, a breach or failure to perform by the Subcontractor or supplier, complexity of coordination of the Work, and other similar reasons typically providing cause for "pick-up" or GC Work under industry standards; provided, however, that (i) the CM/GC has reasonably determined that doing such portion of the Work itself is in the best interests of Owner, (ii) such Work is identified as CM/GC Field Work in monthly billings and (iii) CM/GC receives prior approval of Engineer as to the scope of such CM/GC Field Work.

1.6 CM Services. CM Services shall have the meaning given in Article 3.3 below.

1.7 Construction Documents. Construction Documents shall have the meaning given in the City of Wilsonville Professional Services Agreement with the Engineer for this Project.

1.8 Construction Phase. The Construction Phase shall mean the period commencing on the Owner's execution of a GMP Amendment or Early Work Amendment, together with the earlier of (i) issuance by

Owner of a Notice to Proceed with any on-site construction or (ii) execution of a subcontract or issuance of a purchase order for materials or equipment required for the Work.

1.9 Construction Phase Services. Construction Phase Services shall mean all the Work other than the Preconstruction Phase Services.

1.10 Contract Documents. Contract Documents shall have the meaning given in Section A of the City of Wilsonville General Conditions for Public Improvement Contracts, as supplemented by Article 2.1 below.

1.11 Design Development Documents. 1) Any manufacturer's complete literature / documentation and technical data; 2) the complete architectural, structural, mechanical, plumbing and electrical drawings and outline specifications for the Project; 3) all drawings and design development calculations of any architect, professional engineer or land surveyor associated with the Project; and 4) all samples, more particularly set forth in the design specifications.

1.12 Early Work. Early Work shall mean Construction Phase Services authorized by Amendment that the parties agree should be performed in advance of establishment of the GMP. Permissible Early Work shall be limited to: early procurement of materials and supplies; early release of bid or proposal packages for site development and related activities; and any other advance work related to critical components of the Project for which performance prior to establishment of the GMP will materially affect the critical path schedule of the Project (e.g., demolition).

1.13 Early Work Amendment. Early Work Amendment shall mean an Amendment to this Contract executed by and between the parties to authorize Early Work.

1.14 Fixed Cost for General Conditions Work. Fixed Cost for General Conditions Work or GC Work shall mean that fixed sum identified in Article 8.8.

1.15 General Conditions Work. General Conditions Work (GC Work) shall mean (i) that portion of the Work required to support construction operations that is not included within overhead or general expense but is called out as GC Work, and (ii) any other specific categories of Work approved in writing by the Engineer as forming a part of the GC Work.

1.16 Guaranteed Maximum Price (GMP). GMP shall mean the Guaranteed Maximum Price of this Contract, as stated in dollars within the GMP Amendment, as determined in accordance with Article 6, and as it may be adjusted from time to time pursuant to the provisions of this Contract.

1.17 GMP Amendment. GMP Amendment shall mean an Amendment to this Contract, issued in the form of Exhibit 4 and executed by and between the parties, to establish the GMP and identify the GMP Supporting Documents for Construction Phase Services.

1.18 GMP Supporting Documents. GMP Supporting Documents shall mean the documents referenced in the GMP Amendment as the basis for establishing the GMP. The GMP Supporting Documents shall expressly identify the Plans and Specifications, allowances, clarifications, assumptions, exclusions, the proposed GMP, and the Date of Substantial Completion upon which the proposed GMP is based.

1.19 Preconstruction Phase. The Preconstruction Phase shall mean the period commencing on the date of this Contract and ending upon commencement of the Construction Phase; provided that if the Owner and CM/GC agree, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently, subject to the terms and conditions of the Contract Documents.

1.20 Preconstruction Phase Services. Preconstruction Phase Services shall mean all services described in Article 3.1, and any similar services described in the Request for Proposals, including such similar services as are described in the CM/GC's RFP Response to the extent they are accepted by Owner, but excluding any Early Work. Early Work shall be considered part of Construction Phase Services.

1.21 Schematic Design Documents. Schematic Design Documents shall mean the drawings and other documents illustrating the general scope, scale and relationship of Project components, unless defined otherwise in the Owner's agreement with the Architect for this Project.

1.22 Scope Change. Scope Change shall mean only (i) changed site conditions not reasonably inferable from information available to CM/GC at the time of execution of the GMP Amendment, and (ii) significant Work modifications (including additions, substitutions, and deletions), application of Allowances, and selection of alternates, all as approved by the Owner under this Contract beyond that identified or inferable from the GMP Supporting Documents (but in the case of Allowance items, the GMP will increase only if the cost to Owner of the Allowance items exceeds the total amount of the Allowances).

ARTICLE 2: **CONTRACT DOCUMENTS**

2.1 Contract Documents. For valuable consideration as stated below, Owner and the CM/GC agree to the terms of the contract that are set forth in the Contract Documents. As used in the City of Wilsonville General Conditions, the "Contract Documents" shall include this Contract, including Exhibits 1 through 8 which are incorporated by this reference. 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.

2.2 Effective Date. This Contract shall become effective on the first date on which every party has signed this Contract and Owner has received all necessary approvals, including approval for legal sufficiency by legal counsel for the City.

2.3 The Contract; Order of Precedence. This Contract, together with the other Contract Documents, forms the entire agreement between the parties. Except as expressly otherwise provided in this Contract, the order of precedence of the Contract Documents is established in Section A.3 of the City of Wilsonville General Conditions, if there are inconsistent or conflicting terms among the Contract Documents, in any circumstance where a conflict or inconsistency is alleged by any party hereto, the City of Wilsonville shall determine, in its sole discretion, which provision shall apply.

ARTICLE 3:
WORK OF THIS CONTRACT

3.1 Preconstruction Phase Services. The CM/GC agrees to provide all the Preconstruction Phase Services described below on an ongoing basis in support of, and in conformance with, the time frames described in the Request for Proposals. Commencement of the Construction Phase shall not excuse CM/GC from completion of the Preconstruction Phase Services, if such services have not been fully performed at commencement of the Construction Phase. Preconstruction Phase Services shall include CM Services performed during the Preconstruction Phase. The CM/GC will prepare draft and final notes for all meetings and workshops. All deliverables will be electronic format. Final deliverables will be in PDF digital format including bookmarks for navigation. Owner and Engineer will provide review comments and a comment log for draft deliverables. CM/GC will provide responses to comments until they are approved, update the draft deliverable, and submit the completed comment log along with Final deliverable.

3.1.1 The CM/GC shall provide a preliminary evaluation of the Owner's program and budget requirements, each in terms of the other. Deliverables: Draft/Final 60% Program Review memorandum; Draft/Final 90% Program Review memorandum.

3.1.2 The CM/GC shall provide the following services relating to design and construction tasks:

1. The CM/GC shall consult with, advise, assist, and provide recommendations to the Owner and the design team on all aspects of the planning and design of the Work. This may include but is not limited to recommendations on actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies.
2. The CM/GC shall jointly schedule and attend regular meetings with the Engineer. Assumed to occur twice monthly for a duration not to exceed 1.5 hours and include subcontractor lead. The CM/GC will maintain a Log of: Decisions; Decisions Needed; Submittals with status; and Action Items.
3. The CM/GC shall consult with the Owner and Engineer regarding site use and improvements, and the selection of materials, building systems and equipment.
4. The CM/GC shall provide MEP systems verification and feedback as part of the development of the projects. Engage associated expertise on the preconstruction team. This expertise shall engage in issues such as constructability, coordination, system selection verification and cost issues associated with the design and installation of MEP systems as part of the projects. The commitment of this expertise is only to be engaged during the preconstruction phase of the projects. This expertise can be in the form of trade contractors that are brought onto the CM/GC's preconstruction team or they can be trade specialists within the CM/GC's organization.

5. The CM/GC shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies.
6. The CM/GC shall review in-progress design documents, including the documents generally described in the industry as Schematic Development Documents, Design Development Documents, and Construction Documents and provide input and advice on construction feasibility, alternative materials, and availability. CM/GC shall review these completed Schematic Development Documents, Design Development Documents, and Construction Documents and timely suggest modifications to improve completeness and clarity.
7. Deliverables: Draft/Final 60% Design Review memorandum and four hour workshop; Draft/Final 90% Design Review memorandum and two hour workshop; Logs.

3.1.3 The CM/GC shall provide the following services related to the Project schedule:

1. The CM/GC shall prepare, and monthly update, a preliminary Project schedule for the Engineer's review and the Owner's approval.
2. The CM/GC shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Engineer, and CM/GC. As design proceeds, CM/GC shall update the preliminary Project schedule to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement. The date(s) of Substantial Completion shall not be modified without Owner's prior written approval. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the CM/GC shall make appropriate recommendations to the Engineer.
3. Meet with permitting agencies to identify permitting sequences and durations; incorporate results into schedule.
4. Develop a Maintenance of Plant Operations (MOPO) plan. The MOPO plan shall be detailed guidance for construction to minimize process interruptions. It will include cutover / migration process strategies from old to new equipment and facilities. The MOPO plan will address work hours, contact lists, critical processes, transition order, maximum allowable manual operation time, and contingency planning. It will be designed to minimize the number and duration of service interruptions and will guide the CM/GC Schedule and Construction Sequence. Required interruptions will be planned to occur at the appropriate levels of demand based on outage duration and risk. The MOPO plan will be developed with understanding of the Raw Water Facility Willamette Water Supply project and coordinate the timing of shutdowns to the maximum practicable extent. Required interruptions will be characterized including

the planned duration, risks, and recommended contingency plans. The MOPO plan will address the testing and startup of new equipment / facilities and will be developed with input from a licensed Electrical Subcontractor.

5. Deliverables: Critical Path Schedule, monthly updates. Review during regular meetings with Engineer under 3.1.2, Draft / Final 60% MOPO Plan and 3 hour workshop, Draft / Final 90% MOPO Plan and 3-hour workshop.

3.1.4 The CM/GC shall provide the following services relating to cost estimating:

1. The CM/GC shall prepare, for the review of the Engineer and approval of the Owner, cost estimates utilizing area, volume, quantities, unit costs or similar estimating techniques at each of the following documentation milestones in addition to GMPs or Early Work Amendments. The cost estimates shall be detailed, supported by background information, shall not include lump sum amounts greater than \$75,000, and in the Owner's required format.
 - i. 60% Design
 - ii. 90% Design
2. When 60% level Design Documents have been prepared by the Engineer, the CM/GC shall prepare for the review of the Engineer and approval of the Owner, a detailed estimate with supporting data. Exchange cost estimates with the Engineer. Compare the estimates to identify cost discrepancies greater than 10% in line items. Meet with Engineer during six-hour workshop and propose resolutions for discrepancies. Revise the estimate as agreed to during Workshop. During the preparation of the 90% level Documents, the CM/GC shall track costs associated with design changes using a cost-management log. Deliverables: Draft / Final 60% Cost Estimate with supporting documentation; 60% Estimate Comparison; Six-hour reconciliation workshop; Cost Management log.
3. When 90% level Design Documents have been prepared by the Engineer, the CM/GC shall prepare a detailed estimate with supporting data for review by the Engineer and approval by the Owner. Exchange cost estimates with the Engineer. Compare the estimates to identify cost discrepancies greater than 10% in line items. Meet with Engineer during six-hour workshop and propose resolutions for discrepancies. Revise the estimate as agreed to during Workshop. During the preparation of the Construction Documents, the CM/GC shall track costs associated with design changes using a cost-management log. Deliverables: Draft / Final 90% Cost Estimate with supporting documentation; 90% Estimate Comparison; Six-hour reconciliation workshop; Cost Management log.
4. Actively participate in value engineering and scope modification work sessions following each cost estimate, GMP development, and Early Work cost development. Deliverables: 60% Value Analysis memorandum; 90% Value Analysis memorandum
5. The CM/GC shall notify the Owner and the design team immediately if any construction cost estimate appears to be exceeding the construction budget.

6. Within each estimate, the CM/GC shall itemize the CM/GC's Contingency to identify the amount of risk that the CM/GC would carry into the GMP at that stage of the Project due to the quality and completeness of the construction documents used to generate the estimate. Risk shall be itemized using a fully detailed risk register identifying each risk item, with probability of occurrence and magnitude if impact to each item, with the risk register total equal to the risk amount included in the CM/GC's estimate. This number shall be carried so that a GMP Amendment can be signed at any point during the Preconstruction Phase of the Project without a modification to the construction estimate. Deliverables: Draft/Final 60% Risk Register memorandum and two-hour workshop; Draft/Final 90% Risk Register memorandum and two-hour workshop.
7. The CM/GC otherwise shall work with the Engineer and Owner to develop a GMP within the Target GMP Range and within Owner's schedule. Deliverables: Draft/Final Early Work Amendments and Draft/Final GMP Amendments as requested by Owner.
8. Meet with permitting agencies; include permit costs in estimates.

3.1.5 The CM/GC shall perform the following services relating to Subcontractors and suppliers:

1. The CM/GC shall seek to develop Subcontractor and supplier interest in the Project, consistent with applicable legal requirements, and shall furnish to the Engineer for their information a list of possible Subcontractors and suppliers, including suppliers who may furnish materials or equipment fabricated to a special design, from whom competitive bids, quotes, or proposals (collectively, "Offers") will be requested for each principal portion of the Work. Submission of such list is for information and discussion purposes only and not for prequalification. The receipt of such list shall not require the Owner or Engineer to investigate the qualifications of proposed Subcontractors and suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed Subcontractor, supplier, or method of procurement. Deliverables: Draft/Final 60% Subcontracting Plan memorandum with 2-hour workshop; Draft/Final 90% Subcontracting Plan memorandum with 2-hour workshop.
2. The CM/GC shall provide input to the Owner and the design team regarding current construction market bidding climate, status of key subcontract markets, and other local economic conditions. CM/GC shall determine the division of work to facilitate bidding and award of trade contracts, considering such factors as bidding climate, improving or accelerating construction completion, minimizing trade jurisdictional disputes, and related issues. Deliverables: include with 3.1.5.1.

3.1.6 The CM/GC shall recommend to the Engineer a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule, which shall be procured by the CM/GC upon execution of either a GMP Amendment or Early Work Amendment covering such procurement, and approval of such schedule by the Engineer. The CM/GC shall expedite the delivery of long-lead time items. Deliverables: include with 3.1.5.1.

- 3.1.7** The CM/GC shall work with the Owner in identifying critical elements of the Work that may require special procurement processes, such as prequalification of Offerors or alternative contracting methods. Deliverables: include with 3.1.5.1
- 3.1.8** The CM/GC shall Work with the Owner and the design team to maximize energy efficiency in the Project, including without limitation providing estimating and value engineering support to the Owner's analysis and application for energy related incentive programs offered by local utilities. Deliverables: include with 3.1.4.4.
- 3.1.9** The CM/GC shall use the subcontractors identified in its proposal for Preconstruction Phase Services. CM/GC shall obtain Owner approval for changes in subcontractor assignments.
- 3.1.10** The CM/GC shall work with the Owner to perform site investigations: 1) Inspect the site for hazardous materials that require special safety or disposal; provisions; 2) Perform potholing and investigative excavation or drilling to identify and characterize underground features; 3) become familiar with the site and facilities to support design review and development. Deliverables: Draft / Final Investigation reports.
- 3.1.11** The CM/GC shall work with the Owner to perform construction of any potentially required temporary facilities
- 3.1.12** Using 90% sealed and signed drawings, apply for building permits. Monitor and manage the permitting process including trade permits.
- 3.1.13** Coordinate with utilities including Portland General Electric for design and implementation of improvements. Include results in scheduling and cost estimating deliverables.
- 3.2** Construction Phase Services.
 - 3.2.1** Upon execution of an Early Work Amendment or GMP Amendment, the CM/GC shall provide Construction Phase Services as provided in the Contract Documents, including without limitation providing and paying for all materials, tools, equipment, labor and professional and non-professional services, and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work, as required by the Contract Documents, to furnish to Owner a complete, fully functional Project, capable of being legally occupied and fully used for its intended purposes upon completion of the Contract (or, as to an Early Work Amendment, to furnish such Work as is described in the Early Work Amendment). Construction Phase Services shall include CM Services performed during the Construction Phase.
 - 3.2.2** Notwithstanding any other references to Construction Phase Services in this Contract, this Contract shall include Preconstruction Phase Services only unless: (i) the parties execute a GMP Amendment, or (ii) the parties execute an Early Work Amendment, defined below. The execution of one or more Early Work Amendments in no way obligates Owner to execute a GMP Amendment.
 - 3.2.3** The parties may execute one or more Early Work Amendments identifying specific Construction Phase Services that must be performed in advance of establishment of the GMP, without exceeding a not-to-exceed budget, a not-to-exceed guaranteed maximum price, or a fixed price

("Early Work Price") to be stated in such Amendment, with such Amendment including all necessary City of Wilsonville approvals where required. If the Early Work Price is a not-to-exceed budget, then CM/GC shall be obligated to perform the Early Work only to the extent that the Cost of Work therefor, together with the CM/GC Fee, does not exceed the Early Work Price; however if CM/GC performs Early Work with a cost in excess of the Early Work Price the CM/GC shall pay such excess cost without reimbursement. If one or more Early Work Amendments are executed, the CM/GC shall diligently continue to work toward development of a GMP Amendment acceptable to Owner, which shall incorporate the Early Work Amendments. If Owner thereafter terminates the Contract prior to execution of a GMP Amendment, the provisions of Section J.5 of the City of Wilsonville General Conditions shall apply.

3.2.4 Prior to commencement of the Construction Phase, and in any event not later than mutual execution of the GMP Amendment, CM/GC shall provide to Owner a full performance bond and a payment security bond as required by Section G of the City of Wilsonville General Conditions in the amount of the GMP. If an Early Work Amendment is executed, CM/GC shall provide such bond in the amount of the Early Work Price under the Early Work Amendment. CM/GC shall provide to Owner additional or replacement bonds at the time of execution of any subsequent Early Work Amendment or GMP Amendment, in each case prior to execution of the Amendment and the supplying of any labor or materials for the prosecution of the Work covered by the Amendment, and in each case in a sufficient amount so that the total bonded sum equals or exceeds the total Early Work Price or the GMP, as the case may be. In the event of a Scope Change that increases the GMP, CM/GC shall provide to Owner an additional or supplemental bond in the amount of such increase prior to performance of the additional Work.

3.2.5 The CM/GC and all subcontractors shall comply with the applicable provisions of ORS 279C.800 through 279C.870 relative to Prevailing Wage Rates, and as provided in the City of Wilsonville General Conditions, and any other applicable administrative rules. The BOLI Prevailing Wage Rates applicable to this project will be identified at the time the initial set of construction specifications are made available and are incorporated into the first Early Work Amendment, or, if no Early Work Amendment occurs, then at the time of the GMP Amendment. Those rates will then apply throughout the project. However, as required by ORS 279C.836, before commencing work under the CM/GC Contract, the CM/GC shall obtain and file the required public works bond and shall verify that its subcontractors have filed their public works bonds before allowing them to begin work on the project. The Owner shall pay the required fee to the Bureau of Labor and Industries (BOLI), according to the BOLI administrative rules.

3.2.6 The Owner has selected its system integrator to perform programming of the Plant SCADA system and assist the CM/GC with startup of process units: Carl Serpa with Portland Engineering Inc. (PEI), 503-256-7718, 360-607-9937, cserpa@portlandengineers.com, 2020 SE 7th Ave # 200, Portland, OR 97214. During the Preconstruction Services Phase of the project, the Owner will decide if PEI is contracted directly by the Owner or through the CM/GC.

3.3 Construction Management (CM) Services. Throughout the Preconstruction Phase and Construction Phase of the Project, the CM/GC shall provide CM Services, generally consisting of coordinating and managing the building process as an independent contractor, in cooperation with the Owner, Engineer, and other designated Project consultants (the "Construction Principals"). CM Services shall include, but are not limited to:

- 3.3.1** Providing all Preconstruction Phase Services described above;
- 3.3.2** Developing and delivering schedules, preparing construction estimates, performing constructability review, analyzing alternative designs, studying labor conditions, coordinating and communicating the activities of the Construction Principals throughout the Construction Phase to all Construction Principals;
- 3.3.3** Continuously monitoring the Project schedule and recommending adjustments to ensure completion of the Project in the most expeditious manner possible; and, Monitoring the schedule of adjacent or contemporaneous projects; other projects are either planned or ongoing in and around the WRWTP. It is the CM/GC's responsibility to plan their work, and the work of any subcontractor such that the ongoing work associated with other adjacent, nearby, or contemporaneous projects do not delay the execution of the work under this contract. Delay is not excused by activities associated with the other adjacent or contemporaneous projects. Other adjacent/contemporaneous projects include, but are not limited to:

3.3.3(a) Kinsman Road to 5th Street extension Project:
City Project Manager: Zach Weigel (503) 570-1565

This project will impact the use of Streets in the area of the WRWTP

1. Major Roadways – Wilsonville Road and Kinsman Road (north of Wilsonville Road).
 - Normal Work Hours: Daily, Monday through Friday between 9:00 a.m. and 3:00 p.m.
 - Night Work Hours: Engineer Approval Required
 - Daily, Monday through Friday between 7:00 p.m. and 5:00 a.m.
 - Saturday between 12:00 a.m. and 5:00 a.m.
 - Weekend Hours: Saturday between 9:00 a.m. to 3:00 p.m. (Engineer Approval Required)
2. All Other Roadways
 - Normal Work Hours: Daily, Monday through Friday between 7:00 a.m. and 8:00 p.m.
 - Night Work Hours: Engineer Approval Required
 - Daily, Monday through Friday between 8:00 p.m. and 7:00 a.m.
 - Saturday between 12:00 a.m. and 7:00 a.m.
 - Weekend Hours: Saturday between 9:00 a.m. to 3:00 p.m. (Engineer Approval Required)
3. Road Closure
 - Arrowhead Creek Lane

- At least 3 week closure between June 2022 and August 2022 is allowed. CM/GC must coordinate closure with WWSP.
- Boones Ferry Road (Bailey Street to Fifth Street)
 - Maintain west side pedestrian access, two lanes of vehicular traffic, and access to driveways on both sides of the road at all times.
- OrePac Avenue (Private Road)
 - New driveway will need to be connected to Kinsman prior to the closure of the existing OrePac driveway and Industrial Way.
- Industrial Way (Private Road)
 - CMGC will need to build Kinsman Road not in conflict with Industrial way and detour roads. Once this section of Kinsman and detours are in place to keep access to Wilsonville concrete open, Industrial Way may be permanently closed.

3.3.3(b) Willamette Water Supply Program Raw Water Facility (WWSP RWF) project:

WWSP RWF Construction Manager: Rod Warner (503) 880-7197

The WWSP RWF project will require numerous lane closures on arrowhead way and other nearby streets as well as the extension of Arrowhead Way inside the plant site. The WWSP RWF project will also involve ongoing work at the south end of the plant along the riverbank, in the intake pump station, and in the Park area surrounding the clearwell and finished water storage tank. It will be the responsibility of the CM/GC to coordinate schedules with the WWSP RWF project to avoid delays to ether project.

- 3.3.4** Working with the Owner and Engineer to analyze the design, participate in decisions regarding construction materials, methods, systems, phasing, and costs, and suggest modifications to achieve the goals of providing the Owner with the highest quality Project within the budget, GMP and schedule;
- 3.3.5** Providing Value Engineering (VE) services ongoing through the Project. CM/GC shall develop cost proposals, in the form of additions or deductions from the GMP, including detailed documentation to support such adjustments and shall submit such proposals to Owner for its approval. CM/GC shall actively participate in a formal VE study anticipated to be held at the end of the Design Development phase. CM/GC acknowledges that VE services are intended to improve the value received by Owner with respect to cost reduction or life cycle of the Project;
- 3.3.6** Holding and conducting periodic meetings with the Owner and the Architect to coordinate, update and ensure progress of the Work;
- 3.3.7** Submitting monthly written report(s) to the Engineer. Each report shall include, but shall not be limited to, Project updates including (i) actual costs and progress for the reporting period as

compared to the estimate of costs; (ii) explanations of significant variations; (iii) work completed; (iv) work in progress; (v) changes in the work; and (vi) other information as determined to be appropriate by the Owner. Oral or written updates shall be provided to the Owner as deemed appropriate by the CM/GC or as requested by the Owner;

- 3.3.8** Maintaining a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered, safety violations and incidents of personal injury and property damage, and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Engineer on request;
 - 3.3.9** Developing and implementing a system of cost control for the Work acceptable to Owner and Engineer, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The CM/GC shall identify variances between actual and estimated costs and report the variances to the Owner and Engineer at regular intervals;
 - 3.3.10** Cooperating with any and all consultants hired by Owner;
 - 3.3.11** At Owner's request, cooperating and performing warranty and inspection Work for the Project through the expiration date of the applicable warranty period;
 - 3.3.12** Assisting Owner with start-up of the Project. Such start-up may occur in phases due to phased completion of Project components;
 - 3.3.13** Incorporating commissioning and inspection agents' activities into the Project schedule and coordinating Subcontractors required to participate in the commissioning and inspection process;
 - 3.3.14** Performing all other obligations and providing all other services set forth in the Contract Documents; and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work as required by the Contract.
- 3.4** The Project Description contained within the RFP is incorporated herein.

ARTICLE 4:
RELATIONSHIP AND ROLES OF THE PARTIES

- 4.1** Independent Contractor. The CM/GC is an independent contractor and not an officer, employee, or agent of Owner as those terms are used in ORS 30.265.
- 4.2** Performance of Work. The CM/GC covenants with Owner to cooperate with the Engineer and use the CM/GC's professional skill, efforts and judgment in furthering the interests of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in conformance with the terms and conditions of the Contract Documents and in an expeditious and economical manner consistent with the interests of Owner.
- 4.3** Engineer. Owner has a separate contract with the Engineer related to the Project. Both the CM/GC and the Engineer shall be given direction by Owner. The CM/GC agrees to support Owner's efforts to create a collaborative and cooperative relationship among the CM/GC, Engineer, and other Project consultants.

4.4 Forms and Procedures. The City may develop or may collaborate with the CM/GC on procedures and forms for the administration and tracking of the Contract. The CM/GC agrees to abide by those procedures and use those forms.

4.5 CM/GC's Project Staff. The CM/GC's Project staff shall consist of the following personnel:

4.5.1 Project Manager: Mike Nacrelli shall be the CM/GC's Project Manager. Project Manager will supervise and coordinate all Preconstruction Phase and Construction Phase Services of CM/GC and will participate in all meetings throughout the Project term unless otherwise directed by Owner. CM/GC represents that the Project Manager has the authority to execute Change Orders and Contract Amendments on behalf of CM/GC.

4.5.2 Job Superintendent: If Construction Phase Services are requested and accepted by Owner, Brent Simmons shall be the CM/GC's on-site job superintendent throughout the Project term.

4.6 Key Persons. The CM/GC's personnel identified in Article 4.5, and any other personnel identified in Exhibit 5, shall be considered Key Persons and shall not be replaced during the Project without the written permission of Owner, which shall not be unreasonably withheld. If the CM/GC intends to substitute personnel, a request must be given to Owner at least 30 Days (or such shorter period as permitted by Owner) prior to the intended time of substitution. When replacements have been approved by Owner, the CM/GC shall provide a transition period of at least 10 Business Days during which the original and replacement personnel shall be working on the Project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner.

ARTICLE 5:

DATE OF COMMENCEMENT; SUBSTANTIAL AND FINAL COMPLETION

5.1 Notice to Proceed. If Construction Phase Services are added to the Contract as set forth in Article 3.2, then a notice to proceed will be issued by Owner to begin the designated or full Construction Phase Services ("Notice to Proceed"). It is anticipated that the Notice to Proceed will be issued on or about December, 2021. A separate Notice to Proceed shall be issued for any and every Early Work Amendment.

5.2 Completion of Project. The CM/GC shall achieve Substantial Completion of the entire Work not later than the date set forth in the GMP Amendment and shall achieve Final Completion not later than 30 Days after the earlier of (i) Substantial Completion or (ii) the required date for Substantial Completion.

5.3 Time is of the Essence. All time limits stated in the Contract Documents are of the essence.

5.4 Time Extensions. Notwithstanding provisions for Contract time extensions in Section D.2 of the City of Wilsonville General Conditions, Owner and CM/GC agree that timely completion of the Work is essential to the success of the Project, and that approval for time extension shall be granted only as a last resort. CM/GC agrees to make every effort to recover "lost" time. In the case of Schedule delays, CM/GC shall submit "recovery schedules and plans" for review by Engineer and approval by the Owner.

5.5 Liquidated Damages. The CM/GC acknowledges that the Owner will sustain damages as a result of the CM/GC's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 5.5.1 Liquidated Damages shall be as follows: 0-10 days \$500, 11-30 days \$1,000 per Day, 31+ days \$2,500 per Day for each Day that Substantial Completion exceeds the required date of Substantial Completion.
- 5.5.2 The CM/GC agrees to pay to the Owner the liquidated damage sums set forth above for each Day of delay or any fraction thereof and further agrees that Owner may deduct such sums from payments the Owner otherwise owes to CM/GC under the Contract. If such deduction does not result in payment to Owner of the assessed liquidated damages in full, CM/GC shall promptly pay any and all remaining sums due to the Owner upon demand.
- 5.5.3 The parties further agree that the amount of liquidated damages above 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, CM/GC shall reimburse the City for all costs incurred by the City for engineering, inspection, and project management services required beyond the time specified for Final Completion. CM/GC 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.
- 5.6 Performance Incentives/Risks. No performance incentives or performance risks are part of this Contract.

ARTICLE 6:
FEES, CONTRACT SUM AND GMP

6.1 Fees; Contract Sum; GMP. Owner shall pay CM/GC the Preconstruction Fee described in Article 6.2. In addition, for each Early Work Amendment executed by CM/GC and Owner, Owner shall pay CM/GC, as payment for the Early Work, an amount equal to the sum of the CM/GC Fee applicable to the Early Work, and the actual cost of all Early Work completed and accepted by Owner but not exceeding the Early Work Price.

If a GMP Amendment is executed, Owner shall pay CM/GC, as payment for the Work a “Contract Sum” which shall equal the sum of the Preconstruction Fee, the CM/GC Fee, the actual cost of the Work including any Early Work, but not exceeding the GMP.

The GMP shall be determined in accordance with the formula set forth below and as described in Article 6.3. The "Cost of the Work" is defined in Article 8. Costs in excess of the GMP shall be paid by the CM/GC without reimbursement by Owner. Changes to the GMP shall only be authorized by Amendment or Change Order that includes any necessary Owner or City legal counsel approvals.

Preconstruction Fee	+	CM/GC Fee	+	Estimated Cost of the Work (Est. COW)	=	GMP*
Cost Reimbursement		_____ % of Est. COW		Includes CM/GC's Contingency and Fixed Cost		
\$_____ Maximum		Becomes Lump Sum		for GC Work		

*Formula assumes no Early Work is performed.

6.2 Preconstruction Fee. The Preconstruction Fee shall be payable to CM/GC on a cost reimbursement basis up to a maximum sum of \$198,328, which shall cover constructability review, value engineering, cost estimating, development of GMP, and all other Preconstruction Phase Services, as described in

Article 3. If CM/GC's costs for provision of Preconstruction Phase Services exceed the maximum Preconstruction Fee, CM/GC shall pay such additional cost without reimbursement. CM/GC shall not be entitled to any CM/GC Fee upon the Preconstruction Fee. Owner shall pay the Preconstruction Fee on a cost-reimbursement basis with each application for payment during the Preconstruction Phase. If the total actual Preconstruction Fee is less than the maximum Preconstruction Fee used for initial calculation of the GMP as provided above, the GMP shall be reduced by the difference; provided that Owner may direct instead that any applied portion of the maximum Preconstruction Fee be applied to Construction Phase Services, in which case the GMP shall not be reduced by the portion so applied. Except to the extent the parties may expressly agree to the contrary in the GMP Amendment, no Preconstruction Fee or other fee, compensation or reimbursement shall be payable to CM/GC with respect to Preconstruction Services performed after execution of the GMP Amendment.

6.3 Establishment of CM/GC Fee; Adjustments to CM/GC Fee.

6.3.1 The "CM/GC Fee" shall be a fixed dollar lump sum to be agreed upon by the parties and identified in the GMP Amendment and shall be calculated as 8% of the Estimated Cost of the Work at the time of establishment of the GMP. In making such calculation, the Estimated Cost of the Work shall exclude the Preconstruction Fee, the CM/GC Fee itself, and any other cost of charge that this CM/GC Contract states is not to be included in calculating the CM/GC Fee, but shall include Allowances, selected alternates, Maximum not-to-exceed Costs for GC Work and reasonable CM/GC contingencies as designated in the GMP Supporting Documents. The CM/GC Fee is inclusive of profit, overhead, and all other indirect or non-reimbursable costs. Owner shall pay the CM/GC Fee ratably with each application for payment during the Construction Phase. In the case of Early Work, the CM/GC Fee shall be the above percentage multiplied by the actual Cost of the Early Work, until such time as a GMP Amendment is executed, at which time such CM/GC Fee payments shall be credited against the CM/GC Fee fixed in the GMP Amendment.

6.3.2 Notwithstanding any provision of Section D.1.3 of the City of Wilsonville General Conditions to the contrary, and unless the parties agree in writing to the contrary, any Amendment or Change Order that increases or decreases the GMP shall adjust the CM/GC Fee then in effect by adjusting the CM/GC Fee in a fixed dollar amount to be agreed to by the parties and reflected in such approved Amendment or Change Order. In addition, if the Contract is terminated for any reason prior to full completion of the Work (including, without limitation, termination during or following performance of Early Work), the CM/GC Fee shall be limited to the total CM/GC Fee multiplied by the percentage of Work completed and accepted at the time of termination. The percentage of the Work completed shall be determined in the manner set forth in Article 12.3 below. The CM/GC Fee shall not be subject to adjustment for any other reason, including, without limitation, schedule extensions or adjustments, Project delays, unanticipated costs, or unforeseen conditions.

6.4 Determination of GMP.

6.4.1 CM/GC shall deliver to Engineer and Owner a proposed GMP and GMP Supporting Documents at a time designated by Owner during the Preconstruction Phase. If any actual subcontract Offers are available at the time the GMP is being established, CM/GC shall use those subcontract Offers in establishing the GMP.

6.4.2 As the Plans and Specifications may not be developed to the stage of biddable design documents at the time the GMP proposal is prepared, the CM/GC shall provide in the GMP for further development of the Plans and Specifications by the Engineer that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order or Amendment with a corresponding GMP adjustment.

6.4.3 The CM/GC shall include with its GMP proposal a written statement of its basis (the "GMP Supporting Documents"), which shall include:

1. A list of the Plans and Specifications, including all addenda and the conditions of the Contract, which were used in preparation of the GMP proposal.
2. A list of allowances and a statement of their basis.
3. A list of the clarifications, exclusions and assumptions made by the CM/GC in the preparation of the GMP proposal to supplement the information contained in the Plans and Specifications.
4. The proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the associated fees that comprise the GMP.
5. A detailed Critical Path Diagram Schedule illustrating the sequence of construction and duration of work activities included in the GMP
6. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

6.4.4 The CM/GC shall meet with the Owner and Engineer to review the GMP proposal and the written statement of its basis. If the Owner or Engineer discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the CM/GC, who shall make appropriate adjustments to the GMP proposal, its basis or both.

6.4.5 Prior to the Owner's acceptance of the CM/GC's GMP proposal and issuance of a Notice to Proceed, the CM/GC shall not incur any cost to be reimbursed as part of the Cost of the Work, except as specifically provided in an Early Work Amendment.

6.4.6 The Owner shall authorize the Engineer to revise the Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Amendment. Such revised Plans and Specifications shall be furnished to the CM/GC in accordance with schedules agreed to by the Owner, Engineer and CM/GC. The CM/GC shall promptly notify the Engineer and Owner if such revised Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

- 6.4.7** The Estimated Cost of the Work shall include the CM/GC's contingency, a sum established by the CM/GC for the CM/GC's exclusive use to cover additional development of Plans and Specifications and unforeseen costs which are not the basis for a Change Order and which are approved for use in advance by the Owner. The CM/GC shall support any GMP contingency with a priced risk register including probability of occurrence and magnitude if impact for each risk line item that can be agreed to by the parties.
- 6.4.8** The CM/GC shall work with the Engineer and Owner to identify and confirm components and systems not specifically shown but required for a complete, fully functional Project. Owner will direct the Engineer to complete the final Construction Documents in accordance with the Project scope agreed upon by all parties at the time the GMP is established.
- 6.4.9** Notwithstanding the level of detail represented in the GMP Supporting Documents, the CM/GC shall represent and warrant, at the time that it submits the GMP that the GMP includes the entire cost of all components and systems required for a complete, fully functional Project.
- 6.5** In developing the GMP, the CM/GC shall include and identify such contingencies within the GMP as may be necessary to pay for unforeseen elements that are required for a complete, fully functional Project. If the CM/GC does not furnish a GMP acceptable to Owner within Owner's Target GMP Range, or if Owner determines at any time in its sole discretion that the parties may fail to reach a timely agreement on a GMP acceptable to Owner, Owner may terminate this Contract without liability, and the CM/GC shall not receive additional compensation beyond the Preconstruction Fee under this Contract and sums due under any Early Work Amendment. Termination under this provision shall proceed under Section J.5 of the City of Wilsonville's General Conditions as a termination for Owner's convenience. CM/GC further agrees that Owner shall not be liable for any damages at all, whether actual, consequential or otherwise for termination of the Contract under this provision, or otherwise.
- 6.6** Acceptance of GMP. Upon acceptance of the GMP by Owner, the parties shall execute a GMP Amendment.
- 6.7** Owner Savings. If the sum of the Preconstruction Fee, plus the CM/GC Fee, plus the actual and final Cost of the Work (the Contract Sum as defined in Article 6.1), is less than the GMP, the savings shall accrue to the Owner.
- 6.8** Allowance Work.
- 6.8.1** CM/GC shall not perform any Allowance Work without prior execution by Owner of a Change Order approving the Specifications for the Allowance Work and the price thereof.
- 6.8.2** Owner shall be entitled to apply any Allowance line items that have not been fully expended to other line item Allowances that have been fully expended, without any resulting increase in the GMP.
- 6.8.3** If the total Cost of the Allowance Work exceeds the total Allowances within the GMP, CM/GC shall not perform any Allowance Work in excess of such amount until either (i) the parties agree that the additional Allowance work will be performed within the then-current GMP or (ii) a GMP Amendment is executed to increase the GMP by the excess cost of the Allowance work.

6.8.4 The Contract Sum shall not include any Allowance items not identified in the GMP Amendment or the GMP Supporting Documents until such allowance item is reduced to a fixed price by Change Order or Amendment.

6.8.5 If at the Final Completion of the Project, any portion of the Allowance funds remains unexpended, the GMP shall be reduced by a corresponding amount via a Change Order or Amendment.

6.9 Reallocating Projected Cost Underruns after Bid (Offer) Buyout. As soon as possible after the awarding of the Work to the primary Subcontractors, CM/GC shall review projected costs and provide the Engineer and Owner with a buy-out status report showing any projected cost underruns, reconciling accepted Offers and other reasonably anticipated costs, to the cost estimate used by CM/GC to establish the GMP. CM/GC shall include with its report any underlying documentation requested by Owner used to develop or support such report. CM/GC shall also consider the reduced risk associated with known subcontracting costs, and the impact that reduced risk has on the amount of the CM/GC's Contingency. The parties shall negotiate in good faith to execute a Change Order transferring an appropriate portion of any projected cost underruns to an Owner-controlled contingency fund to be held within the GMP to pay for additional costs arising from:

6.9.1 Any Owner-directed or approved change to the Work,

6.9.2 Schedule changes that would otherwise entitle CM/GC to an increase in the GMP,

6.9.3 Allowance items after exhaustion of all Allowances,

6.9.4 Selection by Owner of more expensive alternates than those used for calculation of the GMP,

6.9.5 Owner selection of substitutions that increase the Cost of the Work, or

6.9.6 Any other costs which otherwise would entitle CM/GC to an increase in the GMP.

Any transfer of projected cost underruns from CM/GC's contingency to the Owner-controlled contingency fund will not affect CM/GC's obligation to furnish Owner with a complete, fully functional Project within the GMP without use of the funds transferred to the Owner-controlled contingency fund unless such funds are released by Owner for the purposes set forth in 6.9.1 through 6.9.6. Any transfer of funds to the Owner-controlled contingency funds will not reduce the CM/GC Fee, and any release and use of Owner-controlled contingency funds for the purposes set forth in 6.9.1 through 6.9.6 shall not increase the CM/GC Fee.

ARTICLE 7: **CHANGES IN THE WORK**

7.1 Price Adjustments. Adjustments to the Estimated Cost of the Work required by changes in the Work shall be determined by any of the methods listed in Section D of the City of Wilsonville General Conditions, except that, unless the adjustment is based upon fixed pricing or unit pricing:

- 7.1.1** The overhead and profit markup for the CM/GC shall be limited to the CM/GC Fee adjustment, if any, permitted under Article 6.3.2 of this Contract;
- 7.1.2** The increase or decrease in the Estimated Cost of the Work, other than for subcontract work, shall be calculated pursuant to Articles 8 and 9 of this Contract, instead of being based on CM/GC's Direct Costs as defined in the City of Wilsonville General Conditions; and
- 7.1.3** In calculating adjustments to subcontracts, unless the parties agree otherwise, the change shall be limited to the Subcontractor's Direct Costs plus the supplemental mark-up provided in Section D of the City of Wilsonville General Conditions and shall not be modified by Articles 8 and 9 of this Contract.
- 7.2** Adjustments to GMP. Adjustments to the GMP after execution of the GMP Amendment may be made only 1) in the event of Scope Changes or 2) as otherwise expressly provided in this Contract, and then only in accordance with the following procedure:
- 7.2.1** CM/GC shall review subsequent iterations of the Plans and Specifications as they are prepared to determine whether, in the opinion of CM/GC, they result in a Scope Change so that it can be determined if an adjustment to the GMP is warranted.
- 7.2.2** Changes to the GMP shall be initiated by written notice by one party to the other ("GMP Change Request"). CM/GC shall deliver any such GMP Change Request to Engineer promptly after becoming aware of any Scope Change if, in CM/GC's opinion, it constitutes grounds for adjustment of the GMP. Any GMP Change Request shall include a proposal as to the appropriate GMP adjustment with respect to the Scope Change at issue.
- 7.2.3** CM/GC shall submit its GMP Change Requests as soon as possible, and CM/GC shall not be entitled to claim a GMP increase unless CM/GC submitted a GMP Change Request to Engineer within the earlier of (a) 30 Days after CM/GC has received the information constituting the basis for the claim, or (b) as to Work not yet bid or proposed, prior to submission of solicitations for such Work and as to Work already solicited, prior to commencement of the portion of the Work for which CM/GC intends to claim a Scope Change; and (c) in any event, prior to CM/GC's signing of a Change Order for the Scope Change.
- 7.2.4** Owner may, at any time, submit a GMP Change Request requesting a reduction of the GMP, which shall include Owner's basis for such request, which may include, for example, reduction of the CM/GC's Contingency after further development of the Plans and Specifications that form the basis for the original GMP Amendment, and/or unused Allowances.
- 7.2.5** CM/GC shall work with Engineer to reconcile all differences in its GMP Change Request with Engineer within seven Days from the date of submission of the GMP Change Request. "Reconciled" means that the CM/GC and Engineer have verified that their assumptions about the various categories are the same and identified the reason for differences in the GMP Change Request and the Engineer's position. CM/GC shall submit the Reconciled GMP Change Request to Owner, which submission shall be a condition to any CM/GC claim for a GMP increase.
- 7.2.6** If the Reconciled GMP Change Request is not acceptable to Owner, CM/GC agrees to work with the Owner and the Engineer to provide a GMP Change Request that is acceptable to Owner.

- 7.2.7** CM/GC agrees to make all records, calculations, drawings and similar items relating to GMP Change Request available to Owner and to allow Engineer and Owner access and opportunity to view such documents at CM/GC's offices. Upon Owner's reasonable notice, CM/GC shall deliver two copies of such documents to Owner and Engineer at any regular meeting or at the Site.
- 7.2.8** GMP increases, if any, shall not exceed the increased Cost of the Work arising from the Scope Change (whether based on agreed fixed pricing, or the estimated Cost of the Work increase based on cost-reimbursable pricing), reconciled in accordance with the above provisions, as arising from the incident justifying the GMP increase, plus or minus the CM/GC Fee applicable to such change in the Cost of the Work.
- 7.2.9** Except as provided in this Article 7.2, adjustments to the GMP shall be reconciled in accordance with Section D of the City of Wilsonville General Conditions.
- 7.3** Execution by Owner. Engineer does not have authority to execute Change Orders or Amendments on behalf of Owner; only duly authorized employees of Owner may do so.

ARTICLE 8:
COST OF THE WORK
(To Be Reimbursed)

- 8.1** Cost of the Work. The term "Cost of the Work" shall mean the following costs. The Cost of the Work shall include only those items necessarily and reasonably incurred by CM/GC in the proper performance of the Work and specifically identified in this Article 8, and only to the extent that they are directly related to the Project.
- 8.2** Labor Costs.
- 8.2.1** Wages of construction workers directly employed by the CM/GC to perform the construction of the Work at the site.
- 8.2.2** Wages and salaries of the CM/GC's supervisory and administrative personnel (i) stationed at the site, or (ii) engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work with Owner, or otherwise engaged and off the site when specifically related to the Project, in each case under this clause (iii) only with Owner's prior written approval, and only for that portion of their time directly required for the Work.
- 8.2.3** Fringe benefit costs paid or incurred by the CM/GC for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining contracts and, for personnel not covered by such contracts, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Articles 8.2.1 through 8.2.2.
- 8.3** Subcontract Costs.

- 8.3.1** CM/GC's actual payment to Subcontractors pursuant to CM/GC's contract with such Subcontractor for the Work on the Project. No amount paid by or payable to any such Subcontractor other than the fixed or cost reimbursement price of its subcontract shall be included in the Cost of the Work, unless otherwise approved in writing by Owner.
- 8.4** Costs of Materials and Equipment Incorporated in the Work or Stored Onsite.
- 8.4.1** Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed Work.
- 8.4.2** Costs of materials in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be delivered to Owner at the completion of the Work or, at Owner's option, shall be sold by the CM/GC. Any sale shall be commercially reasonable, and CM/GC shall provide accounting for such a sale within 15 Days of the transaction. Net amounts realized, if any, from such sales shall be credited to Owner as a deduction from the Cost of the Work.
- 8.5** Costs of Miscellaneous Equipment and Other Items; Equipment Rental Charges.
- 8.5.1** Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the CM/GC at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the CM/GC; provided that Owner at Owner's option may require that CM/GC deliver to Owner (at no charge) at the end of the Project any of such items procured for this Project. Cost for items previously used by the CM/GC shall mean fair market value. CM/GC shall charge no additional administrative or other mark-up for purchased items. The CM/GC shall document all small tools purchased for the Project via invoices in monthly billing and shall document the disposition of small tools which have an individual price that exceeds \$400. A copy of such disposition log shall accompany the payment application whenever these items are included in the application.
- 8.5.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the CM/GC at the site, whether rented from the CM/GC or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be according to industry standards, shall not exceed 80% of the rental rates published from time to time by the American Association of Equipment dealers in effect at the time of rental, shall not exceed acquisition costs, and for individual items exceeding \$10,000, will be subject to Owner's prior approval. CM/GC shall deliver to Owner a list of published rates from time to time at Owner's request. For all items rented or leased, the CM/GC shall charge Owner only the rental charge incurred by CM/GC with no additional administrative or other mark-up. CM/GC shall make efforts and use its best skills and judgment to procure equipment in the most expeditious and economical manner consistent with the interest of the Owner. Efforts shall include, but not be limited to, providing Owner with a rent/buy analysis so that Owner may elect for CM/GC to procure the item in lieu of rental if the facility at issue is expected to be rented for six months or longer. Such rent/buy analysis shall include, where available, a leasing rate commensurate with

the expected term of rental of the facility at issue. Inclusions to and exclusions from rental rates will be made in accordance with American Association of Equipment Dealer standards.

- 8.5.3** Cost of pickup trucks, SUVs or automobiles assigned to or used by non-craft salaried key personnel shall not be a reimbursable cost of the work.
- 8.5.4** Costs of removal of debris from the site.
- 8.5.5** Cost of mobile phone service and reasonable petty cash expenses of the site office, which are solely for the benefit of the Work.
- 8.5.6** That portion of the travel and subsistence expenses of the CM/GC's personnel determined by Owner to be reasonable and necessary, at Owner approved rates, incurred while traveling in discharge of duties connected with the Work. Main office staff travel shall not be reimbursed unless approved in advance by Owner. These travel costs shall be reimbursed only to the extent allowed under City of Wilsonville travel reimbursement guidelines (“Wilsonville Travel Rules”) applicable to Owner and only at approved City travel rates. CM/GC personnel who are scheduled to work at the Project site for less than six months may receive a subsistence per diem approved by the Owner in accordance with Wilsonville Travel Rules if their place of residence is greater than 75 miles from the Project site; provided no such personnel shall be entitled to such per diem reimbursement beyond such six-month period.
- 8.5.7** Cost of materials, furniture, fixtures, office equipment, temporary structures and other materials included in the CM/GC’s temporary facilities shall be presented to the Owner for approval in advance of purchase, which will not be unreasonable withheld
- 8.6** Other Costs.
 - 8.6.1** That portion of premiums for insurance directly attributable to this Contract, including the deductible for builders all/risk insurance, payment, performance and public works bond premiums as required by Section G of the City of Wilsonville General Conditions (but excluding premiums for Subcontractor bonds unless authorized by Owner and further excluding premiums for comprehensive/commercial general liability, automobile and workers’ compensation coverage which the Owner does not consider Project specific).
 - 8.6.2** Sales, gross receipts, or use or similar excise taxes imposed by a governmental authority which are directly related to the Work and for which the CM/GC is liable. This includes but is not limited to Oregon’s recently enacted “Corporate Activities Tax.”
 - 8.6.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the CM/GC is required by the Contract Documents to pay.
 - 8.6.4** CM/GC deposits lost when the loss is caused by Owner’s fault or negligence.
 - 8.6.5** Costs of drawings, Specifications and other documents required to complete the Work, except as provided by Owner or Design Consultant.

8.6.6 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by Owner.

8.7 Cost to Prevent Damage or Injury in Emergencies. The Cost of the Work shall include costs incurred by the CM/GC in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

8.8 Cost For General Conditions Work. CM/GC shall be paid on a maximum not-to-exceed price basis as payment for the GC Work, including all labor, materials, and direct and indirect costs thereof. The maximum not-to-exceed amount for GC Work shall be established in each Early Work Amendment or the GMP Amendment, as applicable. To the extent any GC Work is otherwise described above in this Article 8, CM/GC's compensation for the same is included in the Cost for GC Work and shall not otherwise be charged as Cost of the Work. The Cost for GC Work, less 5% retainage, shall be paid monthly on a reimbursable basis over the number of months of the scheduled Construction Phase, including any period of Early Work, commencing with the first progress billing after commencement of the scheduled Construction Phase or Early Work period. However, no adjustment in the maximum amount payable for General Conditions Work will be made if the actual construction period or Early Work period is shorter or longer than the number of months scheduled for the Construction Phase or Early Work period, unless such period is extended because of an Owner-requested delay. CM/GC shall submit for Owner approval, a detailed estimate of their General conditions costs as part of the CM/GC's GMP Proposal.

ARTICLE 9:
COSTS EXCLUDED FROM COST OF WORK
(Not Reimbursed)

The following shall not be included in the Cost of the Work:

9.1 Salaries and other compensation of the CM/GC's personnel stationed at the CM/GC's principal office or offices other than the site office except as allowed under Articles 8.2.2 and 8.2.3.

9.2 Expenses of the CM/GC's principal office and offices other than the site office.

9.3 Any overhead and general expenses, except as may be expressly included in Article 8. This includes, but is not limited to, any employee bonus or incentive pay, salary adders or multipliers from employee bonus or incentive pay, living relocation costs or allowances, away from home pay (including away from home salary adders or multipliers), and auto allowance pay (including auto allowance salary adders or multipliers).

9.4 CM/GC's capital expenses, including interest on the CM/GC's capital employed for the Work.

9.5 Rental cost of machinery and equipment, except as provided in Article 8.5.2.

9.6 Any cost associated with the Project not specifically and expressly described in Article 8.

9.7 Costs due to the fault or negligence of the CM/GC, Subcontractors, suppliers, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable.

9.8 The cost of correction of any repair work, nonconforming or defective work, or warranty work.

- 9.9** Merit, safety, or other incentive payments, bonuses or awards, or any expenses in connection therewith.
- 9.10** Fines and penalties.
- 9.11** Except for Early Work, the cost of Preconstruction Phase Services.
- 9.12** Any costs associated with travel expenses within a 60 mile radius of the Project.
- 9.13** The Cost of the Work for GC Work in excess of the maximum not-to-exceed cost established for GC Work.
- 9.14** Any costs in excess of the GMP.

ARTICLE 10:
DISCOUNTS, REBATES AND REFUNDS

- 10.1** Discounts, Rebates and Refunds. Cash discounts obtained on payments made by the CM/GC shall accrue to Owner. Trade discounts, rebates, refunds and net amounts received from sales of surplus materials and equipment shall accrue to Owner, and the CM/GC shall make provisions so that they can be secured.
- 10.2** Amounts Credited to Owner. Amounts which accrue to Owner in accordance with the provisions of Article 9.1 shall be credited to Owner as a deduction from the Cost of the Work.

ARTICLE 11:
SUBCONTRACTS AND OTHER CONTRACTS

- 11.1** General Subcontracting Requirements.
- 11.1.1** Other than Work performed pursuant to Articles 11.5 or 11.6 of this Contract, CM/GC shall subcontract the Work to Subcontractors other than the CM/GC and its Affiliates.
- 11.2** CM/GC's Obligations under Subcontracts.
- 11.2.1** No use of a Subcontractor or supplier shall relieve the CM/GC of any of its obligations or liabilities under the Contract. Except as may expressly otherwise be provided in this Contract, the CM/GC shall be fully responsible and liable for the acts or omissions of all Subcontractors and suppliers including persons directly or indirectly employed by them. The CM/GC shall have sole responsibility for managing and coordinating the operations of its Subcontractors and suppliers, including the settlement of disputes with or between the CM/GC and any such Subcontractor or supplier.
- 11.2.2** The CM/GC shall include in each subcontract and require each Subcontractor to include in any lower tier subcontract, any provisions necessary to make all the provisions of the Contract Documents, including the City of Wilsonville General Conditions, fully effective as applied to Subcontractors. CM/GC shall indemnify Owner for any additional cost based on a subcontractor claim which results from the failure of CM/GC to incorporate the provisions of this Contract in

each subcontract. The CM/GC shall provide all necessary Plans, Specifications, and instructions to its suppliers and Subcontractors to enable them to properly perform their work.

11.2.3 Retainage from Subcontractors. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retainage of no more than 5%. The Owner and the CM/GC shall agree upon a mutually acceptable procedure for review and approval of payments and retainage for Subcontractors.

11.3 Subcontractor Selection.

11.3.1 Unless otherwise provided under this Article 11, the selection of all Subcontractors and suppliers shall be made by competitive Offers in a manner that will not encourage favoritism or substantially diminish competition. While not subject to the competitive procurement requirements of ORS Chapter 279, 279A, 279B or 279C, the process shall conform to the following procedures, in general compliance with the open and competitive nature of public procurement, considering industry subcontracting practices.

11.3.2 The CM/GC shall submit to Engineer its proposed procurement documents for review and comment before they are issued for solicitation. The CM/GC shall consider and respond to all Owner comments regarding any proposed Offer packages. As Offers are received, the CM/GC shall submit to the Engineer an Offer comparison in a mutually agreeable form together with any specific back-up requested by Owner or Engineer. The competitive process used to award subcontracts by the CM/GC may be monitored by the Engineer; provided that such monitoring shall not excuse CM/GC from compliance with the subcontracting requirements of this Contract. CM/GC shall cooperate in all respects with Owner's monitoring. Engineer shall be advised in advance of and be given the opportunity to be present at Offer openings, and CM/GC shall provide him or her with a summary or abstract of all Offers in form acceptable to the Engineer, and copies of particular Offers if requested, prior to the CM/GC's selection of Offerors. Prior to opening Offers, the CM/GC agrees to disclose in writing to Owner any financial interest it has in any such Subcontractor, supplier or other contracting party whenever such Subcontractor, supplier or contracting party intends to compete on any Project work, directly or indirectly, including whether such party is an Affiliate of the CM/GC.

11.3.3 The following minimum requirements apply to the Subcontract solicitation process:

1. Solicitations will be advertised at least 10 Days prior to opening in the *Daily Journal of Commerce* and at least one other newspaper. CM/GC also agrees to advertise in a local community newspaper in the Wilsonville area to allow for local participation in the solicitation process. The CM/GC shall submit its proposed list of bidders for each scope of work to the Owner prior to solicitation for bids in order to allow the Owner to add qualified local bidders to the CM/GC's bid list.
2. Unless specific other prior arrangement has been made with Owner, all Offers will be written, and submitted to a specific location at a specific time. The CM/GC shall time-stamp all Offers as received. Subcontractors must be qualified to perform the Work for this Project by being appropriately registered with the State of Oregon Construction Contractors Board.

3. If fewer than three (3) Offers are submitted in response to any solicitation (inclusive of any Offer submitted by the CM/GC), prior written approval by Owner shall be required to accept the Offer.
4. The CM/GC may develop and implement a prequalification process for particular solicitations; followed by selection of successful Offers among those Offerors that the CM/GC determines meet the prequalification standards, with Owner's prior written approval of such prequalification process.
5. The CM/GC shall comply, and require Subcontractor compliance with, State of Oregon Bureau of Labor & Industries prevailing wage rates as specified in the RFP. The wage rates that apply to this Project are described in the Supplemental Conditions.
6. Owner may at its sole discretion, require CM/GC to re-solicit for Offers based on the same or modified documents.
7. The CM/GC shall review all Offers and shall work with Offerors to clarify Offers, reduce exclusions, verify scope and quantities, and seek to minimize work subsequently awarded via the Change Order process.
8. The CM/GC will document any and all discussions, questions and answers, modifications and responses to from any Offeror and ensure that the same are distributed to all Offerors, and Owner shall be entitled to inspect such documentation on request.
9. The CM/GC shall determine the lowest Offer for each solicitation that meets CM/GC's reasonable performance standards for the components of the Work at issue; provided that if CM/GC determines it is unable to execute a suitable subcontract with such Offeror, CM/GC may, with Owner's prior approval, execute a subcontract with the second-lowest.

11.3.4 Under special circumstances and only with prior written authorization by Owner, Work may be subcontracted on other than a low-price basis, including without limitation, through competitive negotiation. As a condition to its authorization, Owner may require CM/GC's agreement to establish and implement qualification and performance criteria for Offerors, including a scoring system within requests for proposals. Examples include: where there are single fabricators of materials; special packaging requirements for Subcontractor work; design-build work or, where an alternative contracting method can be demonstrated to clearly benefit Owner.

11.3.5 The CM/GC shall notify Owner in writing in advance before award of any proposed Subcontract, which notice shall include summaries in a form acceptable to Owner of all Offers received for the Subcontract at issue. Owner reserves the right to disapprove any proposed Subcontractors, suppliers and Subcontract or supply contract awards, based on legal standards of responsibility. Owner shall not unreasonably disapprove any proposed Subcontractor or supplier and increased costs due to Owner's disapproval shall be cause for an increase in the GMP.

11.3.6 The CM/GC's subcontracting records shall not be considered public records; provided, however, that Owner and agencies of the State shall retain the right to audit and monitor the subcontracting process in order to protect the Owner's interests.

11.4 CM/GC Field Work.

11.4.1 The CM/GC or its Affiliate may provide CM/GC Field Work required to complete the Project with its own forces, without the necessity of subcontracting such work.

11.4.2 Except as provided in Article 11.4.1, any other portion of the Work proposed to be performed by CM/GC or any Affiliate, including without limitation provision of any materials, equipment, or supplies, shall be subject to the provisions of Article 11.5 relating to subcontracting.

11.5 Subcontracting by CM/GC.

11.5.1 Except to the extent otherwise approved in advance in writing by Engineer, the CM/GC or its Affiliates may submit an Offer in accordance with Article 10.3 to do Work with its own forces, provided at least 50% of the labor by such work unit is performed by employees of the CM/GC or such Affiliate. If CM/GC is selected to perform the work, the overhead and markup paid to CM/GC shall be limited to the markups applicable to Change Order Work set forth in the City of Wilsonville General Conditions. The CM/GC shall not be entitled to any CM/GC Fee for the self-performed work.

11.5.2 For those items for which the CM/GC or any of its subsidiaries intends to submit an Offer, such intent must be publicly announced with the solicitation for Offers required by Article 11.3.3.1, and Owner notified in writing. All Offers for this work shall be delivered to Owner and publicly opened by Owner at an announced time, date, and place.

11.6 Protests. CM/GC, acting as an independent contractor, shall include in the competitive process to award all subcontracts, a protest process for Subcontractors and suppliers that are competing Offerors, which process shall be subject to approval and oversight by Owner. CM/GC shall be solely responsible for resolving the procurement protests of Subcontractors and suppliers. CM/GC shall indemnify, defend, protect and hold harmless Owner from and against any such procurement protests and resulting claims or litigation. CM/GC shall act as an independent contractor, and not an agent of Owner, in connection with any procurement protest. The provisions of this Article 11 are solely for the benefit of Owner, and do not grant any rights or remedies (including third party beneficiary rights) to any Offer or other protester, in connection with any procurement protest or claim.

11.7 Unsuccessful Subcontractor Briefing. Pursuant to ORS 279C.337(3)(e), CM/GC must allow Subcontractors not awarded a Subcontract an opportunity to request a briefing with CM/GC to discuss why GM/GC did not accept their Offer. Except as the City may otherwise approve in writing, an unsuccessful Subcontractor may request a briefing no later than sixty (60) days of the date of award of the Subcontract. Such a request must be in writing. If CM/GC receives a timely written request for a briefing, it must hold the briefing within forty-five (45) days of the date of request. CM/GC must provide City notice of any timely request and the date scheduled for the briefing. Any briefing may be held telephonically or virtually instead of in person.

ARTICLE 12:
ACCOUNTING RECORDS

12.1 Accounting; Audit Access. The CM/GC shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to Owner, but at the very least, such record keeping must at all times be in accordance with industry standards. Owner and Engineer, including Owner's accountants and auditors, shall be afforded reasonable and regular access to the CM/GC's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and the CM/GC shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

12.2 Periodic and Final Audits. Owner may, at its discretion, perform periodic audits of the Cost of the Work and any other reimbursable costs associated with the Project. Owner intends to conduct a final audit of reimbursable costs prior to the Contract closeout. The CM/GC shall cooperate fully with Owner in the performance of such audits. Disputes over audit findings or conclusions shall be subject to the process set forth in Article 14.4.

ARTICLE 13:
PROGRESS PAYMENTS

13.1 Integration with City of Wilsonville General Conditions. The requirements of this Article 12 and Article 13 are in addition to, and not in lieu of, the requirements of Section E of the City of Wilsonville General Conditions. In the event of conflict between the provisions of Articles 13 and 14 and Section E, the provision more favorable to Owner, in the Owner's sole discretion, shall control. Without limitation, the provisions of Articles 13.3 and 13.4 shall control over the corresponding provisions of Section E.2.5 of the City of Wilsonville General Conditions.

13.2 Progress Payments. Based upon applications for payment submitted pursuant to Section E of the City of Wilsonville General Conditions, Owner shall make progress payments on account of the Preconstruction Fee, Cost of the Work, and associated CM/GC Fee, less 5% retainage, to the CM/GC as provided below and elsewhere in the Contract Documents. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects in the Work.

13.3 Percentage of Completion. Applications for payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the application for payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the CM/GC on account of that portion of the Work for which the CM/GC has made or intends to make actual payment prior to the next application for payment by (b) the share of the GMP allocated to that portion of the Work in the Schedule of Values.

13.4 Calculation of Payment. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

13.4.1 Preconstruction Phase:

1. The Preconstruction Fee will be billed on a cost reimbursement basis submitted monthly. Provide backup for each payment application that includes breakdown of labor hours, materials, etc. to justify reimbursement being requested.
2. These billings will not be subject to retainage described in the General Conditions.
3. If upon execution of an Early Work Amendment, the Preconstruction Services are not complete, the Contractor is to submit separate payment applications for pre-Construction Phase Services and Construction Phase Services.
4. The Preconstruction Fee for Preconstruction Phase Services shall not be included in the Construction Phase invoicing until the final application for payment. Include within the final application, a single line item for the final cost reimbursed value determined at the end of the Preconstruction Phase. In no event may the Preconstruction Fee and the cost of Construction Phase Services and all other costs and fees authorized under the Contract exceed the GMP.

13.4.2 Construction Phase:

1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work under the Schedule of Values by the share of the GMP allocated to that portion of the Work in the Schedule of Values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included;
2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored and otherwise in compliance with Section E.2.3 of the General Conditions;
3. With respect to Change Order Work, add General Condition Section D markups as allowed by 7.1.1 of this CM/GC Contract.;
4. Add the CM/GC's Fee. The portion of the CM/GC's Fee payable shall be an amount that bears the same ratio to CM/GC Fee as sum of the amounts in the two preceding Clauses bears to the estimated probable Cost of the Work described in Article 6.1, but in no event causing total CM/GC Fee payments to exceed the total CM/GC Fee;
5. Subtract the aggregate of previous payments made by and retained by the Owner;
6. Subtract the shortfall, if any, indicated by the documentation required to substantiate prior applications for payment, or resulting from errors subsequently discovered by the Owner in such documentation;
7. Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents; and
8. Subtract 5% retainage on the entire progress payment.

ARTICLE 14:
FINAL PAYMENT

14.1 Final Payment Accounting. CM/GC shall submit to Owner a final detailed accounting of the Cost of the Work together with CM/GC's final application for payment.

14.2 Calculation of Final Payment. The amount of the final payment shall be calculated as follows:

14.2.1 Take the sum of the CM/GC Fee, plus the Preconstruction Fee, plus the actual Cost of the Work substantiated by the CM/GC's final accounting. Said sum shall not exceed the GMP.

14.2.2 Subtract amounts, if any, for which the Owner, withholds, in whole or in part, approval of payment.

14.2.3 Subtract the aggregate of previous payments made by Owner to CM/GC. If the aggregate of previous payments made by Owner exceeds the amount due the CM/GC, the CM/GC shall reimburse the difference to Owner within 30 Days with interest at the rate applicable to Owner payments under the General Conditions.

14.3 Final Payment Review. Owner or its accountants will review and report in writing on the CM/GC's final accounting within 30 Days after delivery of the final accounting by the CM/GC. Based upon such Cost of the Work as Owner or Owner's accountants report to be substantiated by the CM/GC's final accounting, and provided the other conditions of this Contract have been met, the Engineer will, within 10 Days after receipt of the written report of Owner's accountants, either issue to Owner an approval of CM/GC's final application for payment with a copy to the CM/GC or notify the CM/GC and Owner in writing of the Engineer's reasons for withholding approval of any part of the application for payment, which disapproval shall include Engineer estimate of the amount that is due Contractor under the application for payment.

14.4 Payment Disputes. If Owner's accountants report the Cost of the Work as substantiated by the CM/GC's final accounting to be less than claimed by the CM/GC or if Engineer declines to approve any duly submitted payment request by CM/GC, the CM/GC shall be entitled to demand a review by the Owner's highest contracting authority of the disputed amount. Such demand shall be made by the CM/GC within 30 Days after the CM/GC's receipt of a copy of the rejection of the application for payment; failure to demand additional review within this 30-Day period shall result in the substantiated amount reported by Owner's accountants becoming binding on the CM/GC. In addition, If Owner or any other state agency performs a subsequent audit of the Cost of the Work and determines any item in the Cost of the Work to be unsubstantiated or that CM/GC was otherwise overpaid, CM/GC shall have 30 Days after delivery of request for reimbursement by Owner to demand additional review by Owner's highest contracting authority; failure to make such demand within this 30 Day period shall result in the requested reimbursement becoming unconditionally due and payable by CM/GC. If CM/GC timely submits a protest to the Agency's highest contracting authority, CM/GC's Claim shall be subject to the claims review process in Section D.3 of the City of Wilsonville General Conditions. Pending a final resolution, Owner shall pay the CM/GC the amount of the application for payment approved by the Engineer.

14.5 Effect of Payment. Neither the approval of (i) an application for payment, (ii) a progress payment, (iii) a release of retainage, or (iv) a final payment, nor the partial or entire use or occupancy of the Project

by the Owner shall constitute acceptance of work not conforming to the Contract Documents, or waiver of the right to assert overpayment.

ARTICLE 15:
TERMINATION OR SUSPENSION

15.1 Owner's Right to Terminate Prior to Execution of GMP Amendment. Prior to execution by both parties of the GMP Amendment, the Owner may terminate this Contract at any time without cause. Upon such termination, the amount to be paid to the CM/GC shall not exceed the Preconstruction Fee payable to the date of termination, together with amounts payable for Early Work if an Early Work Amendment has been executed. If Owner terminates for convenience during the Preconstruction Phase, Owner shall be entitled to copies of, and shall have the right to use, all work product of CM/GC and its Subcontractors performed to the date of termination, and CM/GC shall deliver copies of the same to Owner on request.

15.2 Owner's Termination in the Public Interest after GMP Amendment. After the GMP Amendment is executed by both parties, the Contract may be terminated by Owner without penalty for convenience pursuant to Section J.5 of the City of Wilsonville General Conditions in which case CM/GC shall be entitled to payment of the amount stated in Article 15.1 together with the actual Cost of the Work, plus the CM/GC's Fee prorated based on the actual Cost of the Work to the date of termination, but in any event not in excess of the GMP.

15.3 Owner's Termination for Cause. In the event of termination of this Agreement by Owner for cause pursuant to Section J.4 of the City of Wilsonville General Conditions, the amount, if any, to be paid to the CM/GC after application of the City of Wilsonville General Conditions and Owner's rights at law shall not exceed the amount the CM/GC would be entitled to receive under Article 15.2.

15.4 CM/GC's Termination for Cause. CM/GC acknowledges that disputes regarding payments and Change Orders may occur as part of the CM/GC process, and that Owner's declining to pay disputed amounts shall not be grounds for suspension of the Work or termination for cause by CM/GC. If CM/GC terminates this Contract for Owner's material breach, the amount to be paid to CM/GC shall not exceed the amount CM/GC would have been entitled to receive under Article 13 above through termination and demobilization from the Project, with the CM/GC Fee prorated based on the actual Cost of the Work through the date of termination.

15.5 Assignment of Subcontracts. Each subcontract and supply contract for any portion of the Work is irrevocably assigned by the CM/GC to the Owner, provided that such assignment is effective only after termination of this Contract by the Owner, and only for those subcontracts and supply contracts which the Owner accepts by notifying the Subcontractor/supplier and CM/GC in writing. For those subcontracts and supply contracts accepted by Owner, if the Work has been suspended for more than 30 Days, the Subcontractor's/supplier's compensation shall be equitably adjusted for increases in cost resulting from the suspension. CM/GC shall include a provision in each subcontract and supply agreement whereby the Subcontractor/supplier acknowledges Owner's rights under this Article 15.5. With respect to any subcontracts/supply contracts that are not accepted by Owner, the provisions of Section J.6.1 of the City of Wilsonville General Conditions shall apply.

ARTICLE 16:
REPRESENTATIONS AND WARRANTIES

16.1 Representations. The CM/GC represents and warrants to Owner as of the effective date of this Contract:

16.1.1 It is qualified to do business as a licensed general contractor under the laws of the State of Oregon, and has all requisite corporate power and corporate authority to carry on its business as now being conducted;

16.1.2 It has full corporate power and corporate authority to enter into and perform the Contract and to consummate the transactions contemplated in this Contract; CM/GC has duly and validly executed and delivered the Contract to Owner and that the Contract constitutes the legal, valid and binding obligation of CM/GC, enforceable against CM/GC in accordance with its terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law);

16.1.3 The CM/GC's execution and delivery of the Contract and the consummation of the transactions contemplated in this Contract will not conflict with or result in a material breach of any terms or provisions of, or constitute a material default under, (i) CM/GC's Articles of Incorporation or Bylaws; (ii) any note, bond, mortgage, indenture, license, lease, contract, commitment, agreement or other instrument or obligation to which CM/GC is a party or by which CM/GC may be bound; or (iii) any statute, order, writ, injunction, decree, rule or regulation applicable to CM/GC;

16.1.4 No material consent, approval, authorization, declaration or other order of, or registration or filing with, any court or regulatory authority or any third person is required for the valid execution, delivery and performance of the Contract by CM/GC or its consummation of the transactions contemplated by the Contract;

16.1.5 There is no action, proceeding, suit, investigation or inquiry pending that questions the validity of the Contract or that would prevent or hinder the consummation of the transactions contemplated by the Contract; and

16.1.6 The CM/GC's Project Manager and Job Superintendent identified in Article 4 are duly appointed representatives and each has the authority to bind the CM/GC to any and all duties, obligations and liabilities under the Contract Documents and any Amendments.

16.2 Tax Compliance Certification. By signature of this Contract, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf of CM/GC and that CM/GC is, to the best of the undersigned knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620 and, finally, the City of Wilsonville business license fee under Wilsonville Code Chapter 7.320. CM/GC must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements.

CM/GC shall make all required workers compensation and medical care payments on time. CM/GC 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. CM/GC shall also be fully responsible for payment of salaries, benefits, taxes, including but not limited to, the recently enacted Oregon Corporate Activity Tax, Industrial Accident Fund contributions, and all other charges on account of any employees. CM/GC 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 CM/GC's responsibility. CM/GC shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

16.3 Non-Discrimination: CM/GC certifies that it has not discriminated and will not discriminate against COBID-certified firms in obtaining any required subcontracts.

ARTICLE 17:
MISCELLANEOUS

17.1 Headings. The headings used in the Contract are solely for convenience of reference, are not part of the Contract and are not to be considered in construing or interpreting the Contract.

17.2 Merger. The Contract Documents constitute the entire contract between the parties. No waiver, consent, modification or change of terms of the Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified in this Contract regarding the Project. In the event a provision of this Contract conflicts with standards or requirements contained in any other Contract Documents, the provision that is more favorable to the City, as determined by the City in its sole discretion, will apply. The CM/GC, by signature of its representative, acknowledges that it has read the Contract, understands it and agrees to be bound by its terms and conditions.

17.3 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.

17.4 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.

17.5 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.

17.6 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.

17.7 Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court and the parties agree to the personal jurisdiction of the Clackamas County Circuit Court.

17.8 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.

17.9 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.

17.10 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.

17.11 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.

17.12 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.

17.13 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."

17.14 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.

17.15 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.

THIS CONTRACT is executed in two (2) original copies of which one is to be delivered to the CM/GC, and the remainder to Owner.

CM/GC:

CM/GC

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

OWNER:

CITY OF WILSONVILLE

By: _____

Print Name: Bryan Cosgrove

As Its: City Manager

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

Exhibit 1
COVID-19 PROVISIONS

1. **Exclusion from Force Majeure.** A force majeure event does not include the COVID-19 Pandemic. See Section 3(b), below, for information on how Contractor shall notify City if Contractor desires to claim additional Time due to events attributable to the COVID-19 Pandemic.
2. **Waiver.** Contractor shall provide notice to the City of any delay attributable to the COVID-19 Pandemic in the manner specified in Section 3(b). Failure to provide notice to the City with regard to delays attributable to the COVID-19 Pandemic as required by Section 3 constitutes a waiver of Contractor’s right to later make such a request.

3. Adjustment of Time for COVID-19.

(1) Definitions.

- a. “COVID-19” means the novel coronavirus respiratory disease.
- b. “COVID-19 Pandemic” means the pandemic declared by the World Health Organization on March 11, 2020.
- c. “Executive Order” means any order signed by the governor of Oregon restricting or prohibiting certain activities of businesses, schools, and individuals to mitigate the spread of COVID-19.
- d. “Labor shortage” means a shortage of Contractor’s qualified personnel because they are on leave due to COVID-19.
- e. “Governmental health regulation” means any state or local health regulation aimed to mitigate the spread of COVID-19, including the social distancing regulation.
- f. “Supply chain disruption” means the Contractor’s inability to obtain goods used to perform the Work contemplated under the Contract due to COVID-19.
- g. “Time” means any term used to define the duration the Agreement is in effect, including, but not limited to “Term” or “Contract Time.”

(2) Contractor’s Request Required. In the event the Contractor believes that additional Time is required due to the COVID-19 Pandemic due to delays resulting from a labor shortage, a supply chain disruption, or mandated compliance with Executive Orders or governmental health regulations, the Contractor shall submit to the City a timely request for adjustment of Time. A request is presumed to be timely if it occurs within seven calendar days after the Contractor becomes aware of any delay caused by a reason stated in this Section 1. The City will only consider requests for adjustment of Time if the Contractor’s request provides the following information:

- a. The date the delay began as a result of the COVID-19 Pandemic.
- b. The cause of the delay. The Contractor must identify in the request whether the delay is due to a labor shortage, a supply chain disruption, or compliance with an Executive Order or governmental health regulation and the specific circumstances surrounding the delay.
- c. The specific actions and efforts Contractor is doing to limit the impact of the delay.
- d. The date Contractor expects the delay will end, if known. If not known, Contractor shall promptly notify City within seven calendar days after the delay ends.

The City shall be entitled to request from the Contractor all documentation necessary to evaluate Contractor's request for more Time under this Section.

- (3) **Basis for Adjustment of Time.** The City will consider causes that include delays that affect the Contractor's performance of Work directly attributable to the COVID-19 Pandemic such as an Executive Order, a governmental health regulation, a labor shortage, or a supply chain disruption that could not be mitigated by the Contractor's specific actions and efforts, or by the reasonable actions and efforts the Contractor should have taken, to minimize the delay.
- (4) **Consideration and Response by City.** The City will only consider a Contractor's request for additional Time if Contractor supplied all the required information described in Section 3(b). The City will review a properly submitted request for Time adjustment related to COVID-19, and within a reasonable time, will advise the Contractor of the City's findings. If the findings determine that Contractor is entitled to additional Time, then City and Contractor shall execute a written change order extending the Time equal to the length of the actual delay in performance.
- 4. Compliance with Governmental Health Regulations.** Contractor shall comply with all governmental health regulations while performing the Work. Contractor shall promptly communicate with the City if it learns that a worker on the project site has tested positive for COVID-19 so that Contractor and City may work together to mitigate the spread of COVID-19.
- 5. Written Policies.** 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.

Exhibit 2
CITY OF WILSONVILLE
GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

Changes to these General Conditions (including any additions, deletions or substitutions) should only be made by Supplemental General Conditions, unless the General Conditions are specifically modified in the Public Improvement Contract or associated Agreement (which has a higher order of precedence under Section A.3 of the General Conditions). The text of these General Conditions should not otherwise be altered.

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**CITY OF WILSONVILLE
GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS**

SECTION A: GENERAL PROVISIONS

A.1 DEFINITION OF TERMS

In the Contract Documents, the following terms shall be as defined below:

APPLICABLE LAW, means federal, state and local laws, codes, rules, regulations and ordinances applicable to the Work and to the Contract

ENGINEER, means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided in the Contract Documents or by supplemental instruction, in accordance with ORS Chapter 672 (Engineers) and the associated administrative rules.

CHANGE ORDER, means a written order issued by the Owner to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.1 in administering the Contract, including Owner's written change directives as well as changes reflected in a writing executed by the parties to this Contract and, if applicable, establishing a Contract Price or Contract Time adjustment for the changed Work.

CLAIM, means a demand or assertion by Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.

CONSTRUCTION CHANGE DIRECTIVE, means a written order by the Owner to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.

CONTRACT, means the written agreement between the Owner and the Contractor comprised of the Contract Documents that describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Solicitation Document and any addenda, the City of Wilsonville General Conditions, the Project Contract, the Supplemental General Conditions (if any), the accepted Offer, Plans, Specifications, amendments and Change Orders.

CONTRACT PERIOD, as set forth in the Contract Documents, means the period beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

CONTRACT TIME, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the project schedule.

CONTRACTOR or CM/GC, means the Person and/or business entity awarded the Contract for the Work contemplated. The terms Contractor and CM/GC may be used interchangeably within the Contract Documents.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance; bond premiums, rental cost of equipment, and machinery required for execution of the work; and the additional costs of field personnel directly attributable to the Work.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment, released.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure, but shall not include a pandemic.

NOTICE TO PROCEED, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond if required, and certificates of insurance, have been fully executed and submitted to Owner in a suitable form.

OFFER, means a bid in connection with Instructions to Bidders and a proposal in connection with a Request for Proposals.

OFFEROR, means a bidder in connection with Instructions to Bidders and a proposer in connection with a Request for Proposals.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), and expenses of Contractor's offices at the job site (e.g. job trailer) including expenses of personnel staffing the job site office.

OWNER, means the City of Wilsonville, Oregon.

PERSON, means an entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PRODUCT DATA, means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

PUBLIC IMPROVEMENT AGREEMENT, means the underlying, project-specific agreement between the Owner and the Contractor for Work related to the construction of a public improvement.

PUNCHLIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

PURCHASE ORDER, means any purchase order issued by the Owner in which these City of Wilsonville General Conditions and other Contract Documents are incorporated by reference.

RECORD DOCUMENT, means the as-built Plans, Specifications, testing and inspection records, Product Data, Samples, manufacturer and distributor/supplier warranties evidencing transfer to Owner, operational and maintenance manuals, Shop Drawings, Change Orders, Construction Change Directives, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these City of Wilsonville General Conditions, recording all Services performed.

SAMPLES, means physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SHOP DRAWINGS, means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

SOLICITATION DOCUMENT, means an invitation to bid or request for proposal or request for quotes.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Owner. The decision of the Owner is final.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions (if any) that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

WORK, means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2 SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the project described in the Contract Documents. The Contractor shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

1. Contract amendments and Change Orders, with those of later date having precedence over those of an earlier date;
2. The Supplemental General Conditions;
3. The Public Improvement Agreement
4. These City of Wilsonville General Conditions;
5. General Requirements of the Specifications;
6. Detailed Schedules of finishes, equipment and other items included in the Specifications;
7. Plans and Specifications (other than General Requirements and the Detailed Schedules to the Specifications);
8. Large-scale drawings on Plans;
9. Small-scale drawings on Plans;

10. Dimension numbers written on Plans which shall prevail and take precedence over dimensions scaled from Plans;
11. The Solicitation Document and any addenda thereto;
12. The accepted Offer.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation in writing.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner. Matters concerning performance under, and interpretation of requirements of, the Contract Documents will be decided by the Owner. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Owner will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner.

A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE

A.4.1 Contractor acknowledges that before submitting an Offer Contractor: (i) examined all then-available Contract Documents; (ii) became fully informed as to the quality and quantity of materials and the character of the Work required; and (iii) made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer, shall affect or modify any of the terms or obligations contained in the Contract Documents.

A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements. Owner may require Samples and may test products and workmanship for compliance.

A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner, including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules and regulations.

A.4.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Engineer in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Contractor does not concur with the decision of the Owner regarding time and cost impacts of the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.2, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.5 INDEPENDENT CONTRACTOR STATUS

The services to be performed under this Contract are those of an independent contractor defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

A.7 GOVERNMENT EMPLOYMENT STATUS

A.7.1 Contractor represents and warrants that Contractor is not an employee of the City of Wilsonville for purposes of performing Work under this Contract.

SECTION B: ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

B.1.1 Owner will provide administration of the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The Owner may rely on the Engineer or other consultants to perform some or all of these tasks.

B.1.2 The Engineer may visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Engineer will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will neither have control

over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Engineer or designee about matters arising out of or relating to the Contract. Communications by and with the Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

B.1.4 Based upon the Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

B.2 CONTRACTOR'S MEANS AND METHODS; MITIGATION OF IMPACTS

B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.

B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.2.4 Should the Contractor request the assistance of the Owner in the performance of any Work included in the Contract Documents, the Owner may, at its option, provide assistance by using its own forces or by using another contractor. If Owner performs the Work using the Owner's own forces, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's forces, plus related overhead and any direct non-salary costs. If Owner performs the Work using another contractor, Contractor shall pay the Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's forces who are required to monitor that contractor's work. Work performed by Owner using Owner's own forces or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

B.3 MATERIALS AND WORKMANSHIP

B.3.1 All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents and reasonably inferable from the Contract Documents. Defective Work shall be corrected at the Contractor's expense.

B.3.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Engineer to determine if they conform to the Contract Documents. Inspection of the Work by the Engineer does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner and Engineer to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.

B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner and include the cost of the Samples in the Contract Price.

B.4 PERMITS

Except those permits specifically excluded in the Supplemental General Conditions, Contractor shall obtain and pay for all necessary permits and licenses for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. Owner shall pay plan check fees, permit fees, system development charges and building inspection fees; Contractor shall obtain such plan checks, permits and inspections. The Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, the City of Wilsonville, and its officers, employees and agents.

B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS

B.5.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. The parties shall comply with any state or federal law or regulation specific to the funding source that supports this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with:

1. Title VI and VII of Civil Rights Act of 1964, as amended;

2. Section 503 and 504 of the Rehabilitation Act of 1973, as amended;
3. the Health Insurance Portability and Accountability Act of 1996;
4. the Americans with Disabilities Act of 1990, as amended;
5. ORS Chapter 659A, as amended;
6. all regulations and administrative rules established pursuant to the foregoing laws; and
7. all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

1. Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises and Service-Disable Veteran, as those terms are defined in ORS 200.005, in the awarding of subcontracts.
2. Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

B.5.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

B.5.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.

B.5.5 The following notice is applicable to Contractors who perform excavation Work:

ATTENTION:

Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987.

B.5.6 Failure to comply with any or all the requirements of B.5.1 through B.5.5 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.6 SUPERINTENDENCE

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner shall be confirmed in writing to the Contractor.

B.7 INSPECTION

B.7.1 The Owner and Engineer shall have access to the Work at all times.

B.7.2 Inspection of the Work will be made by the Owner and/or Engineer at its discretion. The Owner and/or Engineer will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner and/or Architect/Engineer, shall be removed and replaced at the Contractor's expense.

B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall arrange for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Architect/Engineer timely notice of when and where tests and inspections are to be made so that the Architect/Engineer may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect/Engineer.

B.7.4 As required by the Contract Documents, Work done or material used without inspection or testing by the Owner and/or Engineer may be ordered removed at the Contractor's expense.

B.7.5 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner and/or Engineer, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner and/or Engineer, the uncovering and restoration will be paid for as a Change Order.

B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Engineer's services and expenses, shall be at the Contractor's expense.

B.7.7 When the United States government participates in the cost of the Work, or the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner.

B.8 SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B.9 ACCESS TO RECORDS

B.9.1 Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders, Construction Change Directives and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Architect/Engineer access thereto.

B.9.2 Contractor shall retain, and the Owner and its duly authorized representatives shall have access to, for a period not less than six (6) years, all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all such records until all litigation is resolved. The Owner and/or its agents shall continue to be provided full access to the records during litigation.

B.10 WAIVER

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

B.11 SUBCONTRACTS AND ASSIGNMENT

B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Provisions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.

B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be

considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.11.4 Contractor shall include in each of its subcontracts and major supplier contracts a provision that conditionally assigns to the Owner the subcontract and major supplier contract in the event of a termination by the Owner and the Owner's express, written decision to assume the subcontract or major supplier contract.

B.12 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

B.13 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.14 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

B.15 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

B.16 LITIGATION

Any Claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section L.16 be construed as a waiver by the City of Wilsonville of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

B.17 ALLOWANCES

B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

B.17.2 Unless otherwise provided in the Contract Documents:

1. when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
3. Whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (2) changes in Contractor's costs under Section B.17.2(b).
4. Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

B.18.1 The Contractor shall prepare and keep current, for the Engineer's approval a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
3. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

B.18.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for

approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Engineer without action.

B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action.

B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

B.18.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Owner and/or Engineer.

B.18.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

B.18.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Engineer, or in the event no Engineer is employed by Owner on the project, all obligations and duties assigned to the Engineer hereunder shall be performed by the Owner.

B.19 SUBSTITUTIONS

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Engineer and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the

Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.20 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Owner shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work but shall not claim any ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

B.21 FUNDS AVAILABLE AND AUTHORIZED

Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to services performed after the last day of the current fiscal year is contingent on Owner receiving from the Wilsonville City Council appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

B.22 MODIFICATION OF CONTRACT

Any modification of the provisions of this Contract shall not be enforceable unless first reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by Owner and Contractor, which increases or decreases the cost to Owner over the agreed sum or changes or modifies the Project or the Project Construction Schedule. Any such modification shall be effective only in the specific instance and for the specific purpose identified in the modification.

B.23 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of the terms of this Contract.

B.24 DISCLOSURE OF SOCIAL SECURITY NUMBER

Contractor must provide Contractor's Social Security Number (SSN) unless Contractor provides an Employer Identification Number (EIN) or other valid form of Taxpayer Identification Number (TIN). SSN provided pursuant to this authority will be used for the administration of state, federal and local tax laws. Contractor's TIN will be reported to the Internal Revenue Service (IRS) under the name and TIN submitted. (See IRS 1099 for more information.) Information not matching IRS records may subject Contractor to backup withholding.

SECTION C: WAGES AND LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the applicable provisions of ORS 279C.800 through 279C.870. Documents establishing these conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI) are identified in the Supplemental Conditions. Contractor shall pay workers at not less than the specified minimum hourly rate of wage and shall include that requirement in all subcontracts.

Each worker in each trade or occupation employed in the performance of the Contract, either by the Contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract, must be paid no less than the applicable state prevailing rate of wage, or the applicable federal prevailing rate of wage whichever is higher.

C.2 PAYROLL CERTIFICATION, ADDITIONAL RETAINAGE AND FEE REQUIREMENTS

C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner, on the form prescribed by the Commissioner of the BOLI, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract. The certified statement shall be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or the Subcontractor's surety that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement and that to the Contractor's or Subcontractor's best knowledge the certified statement is true. The certified statements shall set out accurately and completely the Contractor's or Subcontractor's payroll records including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, and the gross wages the worker earned upon the project during each week identified in the certified statement. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of six (6) years from the date of completion of the Contract.

C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 Days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement, within 14 Days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

C.2.4 In accordance with statutory requirements, and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner at the time Owner enters into the Contract.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

C.3.1 Pursuant to ORS 279C.505 and as a condition to Owner's performance hereunder, the Contractor shall:

1. Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.
2. Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.
3. Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Demonstrate that an employee drug-testing program is in place as follows:
 - (a) Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:
 - (i) A written employee drug testing policy,
 - (ii) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
 - (iii) Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug-testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." For the purposes of this Section C.3, an employee is a "Subject Employee" only if that employee will be working on the project job site.

(b) Contractor shall require each Subcontractor providing labor for the project to:

- (i) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract, or

(ii) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

C.3.2 Pursuant to ORS 279C.515, and as a condition to Owner's performance hereunder:

1. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
2. If the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) Days after receipt of payment from Owner or a contractor, the contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-Day period that payment is due under ORS 279C.580(3) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-Day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) Days after the date when payment was received from Owner or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
3. If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the 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. Every contract related to this Contract shall contain a similar clause.

C.3.3 Pursuant to ORS 279C.580, Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

1. A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by Owner under the Contract;
2. An interest penalty clause that obligates the Contractor if payment is not made within thirty (30) Days after receipt of payment from Owner, 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 included in the subcontract pursuant to paragraph (a) of this subsection. Contractor or first-tier Subcontractor shall 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 Owner or Contractor when payment was due. The interest penalty shall be for the period

beginning on the day after the required payment date and ending 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).

3. A clause which requires each of Contractor's Subcontractor's to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of subsections (a) and (b), above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

Pursuant to ORS 279C.520, and as a condition to Owner's performance hereunder, no person shall be employed to perform Work under this Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

1. For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
2. For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
3. For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This section C.5 will not apply to Contractor's Work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under this Contract.

C.6 SALVAGING AND RECYCLING

Pursuant to ORS 279C.510(1), and as a condition of City's performance hereunder, if Work related to this Contract entails demolition, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

Pursuant to ORS 279C.510(2), and as a condition of City's performance hereunder, if Work related to this Contract entails lawn and landscape maintenance, Contractor shall compost or mulch yard waste at an appropriate site, if feasible and cost-effective.

SECTION D: CHANGES IN THE WORK

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the Owner, and then only in a manner consistent with the Change Order provisions of this Section D.1 and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All Change Order Work shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

1. Modification of specifications and design.
2. Increases or decreases in quantities.
3. Increases or decreases to the amount of Work.
4. Addition or elimination of any Work item.
5. Change in the duration of the project.
6. Acceleration or delay in performance of Work.
7. Deductive Changes.

Deductive changes are those that reduce the scope of the Work and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of B.13 (Owner's Right to Do Work) shall then apply.

Adjustments in compensation shall be made under the provisions of D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that change order Work shall be administered and compensated according to the following;

1. Unit pricing may be utilized at the Owner’s option when unit prices or solicitation alternates were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional Work.

2. If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for Change Order Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract and shall be established before the Work is done whenever feasible. The mark-ups set forth in D.1.3(c) shall be utilized by the parties as a guide in establishing fixed pricing and will not be exceeded by Owner without adequate justification. Cost and price data relating to Change Orders shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.

3. In the event that unit pricing and fixed pricing are not utilized, then Change Order Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor’s or Subcontractor’s own forces:

On Labor.....	6%
On Equipment.....	6%
On Materials.....	6%

When Change Order Work under D.1.3(c) is invoiced by an authorized Subcontractor at any level, each ascending tier Subcontractor or Contractor will be allowed a supplemental mark-up of not more than five percent (5%) on each piece of subcontract Work covered by such Change Order.

Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors, for Change Order Work. Owner may establish a maximum cost for Change Order Work under this Section D.1.3(c), which shall not be exceeded for reimbursement without additional written authorization from Owner. Contractor shall not be required to complete such Change Order Work without additional authorization.

D.1.4 Any necessary adjustment of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Owner authorizes Contractor to start the Work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than seven (7) Days after receipt of the Change Order. If Contractor’s request for additional compensation or adjustment of Contract Time is not made within the seven (7) Day time limit, Contractor’s requests pertaining to that Change Order are barred. The seven (7) Day time limit for making requests shall not be extended for any reason, including without limitation, Contractor’s claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner.

If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

D.1.5 If any Change Order Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under this Contract, the Contractor must submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than seven (7) Days after receipt of the Change Order by Contractor.

The seven (7) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by the Change Order and who request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the seven (7) Day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the compensation and additional Contract Time requested. The Contractor will analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for additional compensation or Contract Time that Contractor submits to the Owner. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner within the time period and by the means described in this Section D.1 shall constitute a waiver of these Subcontractor claims. The Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to this Contract. The consideration of such requests and claims under this Section D.1 does not give any person, not a party to the Contract the right to bring a claim against the City of Wilsonville, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner denies the Contractor's request for additional compensation or an extension of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

D.1.6 No request or Claim by the Contractor for additional costs or an extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. D.1.6 Final payment application must be made by Contractor within the time required under Section E.6.4.

D.1.7 The parties acknowledge that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes are anticipated and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract time and increase or decrease in compensation based on its own merit.

D.1.8 If changes in the Work increase the total Contract Price, the Contractor shall notify its Surety of the increase and shall provide the City with a copy of any resulting modification to bond documents.

D.2 DELAYS

D.2.1 Delays in construction include “Avoidable Delays,” which are defined in Section D.2.1.1, and “Unavoidable Delays,” which are defined in Section D.2.1.2. The effect of Avoidable Delays is described in Section D.2.2 and the effect of Unavoidable Delays is described in Section D.2.3.

D.2.2 Avoidable Delays include any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that:

- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors; or
- (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; or
- (c) Do not impact activities on the accepted critical path schedule; or
- (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

D.2.3 Unavoidable Delays include delays other than Avoidable Delays that are:

- (a) Caused by any actions of the Owner, Architect/Engineer, or any other employee or agent of the Owner, or by separate contractor employed by the Owner; or
- (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner immediately of differing site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in Section D.1.5 for Change Order Work. If the Owner disagrees that a differing site condition exists and denies Contractor’s request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process; or
- (c) Caused by Force Majeure acts as defined in F.7; or
- (d) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or

other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:

- (i) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
- (ii) Daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information.

D.2.4 Except as otherwise provided in ORS 279C.315, Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

D.2.5 In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:

1. Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
2. Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), Contractor shall submit a written notification of the delay to the Owner within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay.

If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2., then unless otherwise prohibited by law, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

D.3.1 All Contractor Claims shall be referred to the Owner for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in

writing by Contractor to the Owner within five (5) Days after Contractor's initial request has been denied. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner, a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be waived.

D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.

D.3.3 The Owner will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

D.3.4 The Owner's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.

D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth in this Section.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

D.3.6 Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section D.3.5. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree in principle to the confidentiality of mediation, and may execute all necessary documents to give effect to such confidentiality. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

D.3.7 Owner may at any time at its sole discretion issue a Construction Change Directive adding to, modifying or reducing the scope of Work. Contractor and Owner shall negotiate the need for any adjustment to compensation or additional Contract Time related to the change, subject to the procedures for submitting request or Claims for additional compensation or additional Contract Time established in this Section D. Unless otherwise directed by Owner, Contractor shall proceed with the Work while any request or Claim for additional compensation or additional Contract Time resulting from Work under a Change Order or Construction Change Directive is pending. Regardless of the review period or the final decision of the Owner, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner.

SECTION E: PAYMENTS AND RETAINED AMOUNTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit to the Owner, at least ten (10) Days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner, Contractor shall revise the schedule of values and resubmit the same for approval of Owner.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects in the Work. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence forty-five (45) Days after the receipt of invoice ("application for payment") from the Contractor or fifteen (15) Days after the payment is approved by the Owner, whichever is the

earlier date. The rate of interest shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) Days after receipt of the application for payment from the Contract or fifteen (15) Days after the payment is approved by the Owner, whichever is the earlier date, but the rate of interest shall not exceed twelve (12) percent. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this Section E.2 unless interest is also paid. Accrual of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for payment that is correct and proper.

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers (EFT) through Automated Clearing House (ACH) payments. If Owner makes this election, The Contractor will be required to arrange for receipt of the payment.

E.2.2 Contractor shall submit to the Owner, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor, including payments to Subcontractors. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, certify that the above bill is true and correct, and the payment therefore, has not been received.

Date: _____

Signed: _____ ”

E.2.3 Applications for payment will be accepted only for materials that have been installed. Under special conditions and at Owner's sole discretion, applications for payment for stored materials will be accepted on a case-by-case basis. Payment for stored materials, if made, will be subject to the following conditions:

1. The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment may be entertained for major equipment, components or expenditures only, but in no event shall exceed 75% of the pay item amount.

2. The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
3. The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
4. The Contractor shall name the Owner as coinsured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
5. Payments shall be made for materials only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be borne solely by the Contractor.
6. Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material stored.
7. Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
8. All required documentation must be submitted with the respective application for payment.

E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

1. Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with the Contract Documents,
2. third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Owner and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
5. damage to the Work, the Owner or another contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

7. failure to carry out the Work in accordance with the Contract Documents; or
8. assessment of liquidated damages, when withholding is made for offset purposes.

Contractor may request the City to deposit all retainage in an interest-bearing account in accordance with ORS 279C.560.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in application for payment until the Contract Price has been adjusted by Change Order;
2. Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim for reason of having provided labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to prosecute expeditiously the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.2.9 For applications for payments, use AIA Document G702, Application and Certificate for Payment, supported by AIA Document G702a, Continuation Sheet.

Prepare the Schedule of Values in such a manner that each major item of Work and each subcontracted item of Work is shown as a line item cost, broken down to correspond to the Project construction schedule as detailed in Section H.2.1 of the General Conditions, on AIA Document G702a, Application and Certification of Payment, Continuation Sheet. The continuation Sheet shall be the minimum Schedule of Values breakdown.

The Contractor shall confer with the Owner's Financial Representative prior to submitting the Application and Certification for Payment. Complete and forward three (3) copies of the Application and Certificate for Payment to the Owner's Financial Representative by the 5th day of each month.

E.3 PAYROLL CERTIFICATION REQUIREMENT

Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information

E.4 DUAL PAYMENT SOURCES

Absent express written consent of the City, Contractor shall not be compensated for Work performed under this Contract from any source other than the City.

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580:

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 In accordance with the provisions of ORS 279C.560 and any applicable administrative rules, unless the Owner finds in writing that accepting a bond, security or other instrument described in options (1) or (3) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

1. to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as

the Owner may require to protect its interests. To be permissible the bonds, securities and other instruments must be of a character approved by the Finance Director of the City of Wilsonville, including but not limited to: (i) bills, certificates, notes or bonds of the United States; (ii) other obligations of the United States or (iii) agencies of the United States; (iii) obligations of a corporation wholly owned by the federal government; (iv) indebtedness of the Federal National Mortgage Association; (v) general obligation bonds of the State of Oregon or a political subdivision of the State of Oregon; and (vi) irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

2. that retainage be deposited in an interest bearing account, established through the State Treasurer for state agencies, in a bank, savings bank, trust company or savings association for the benefit of Owner, with interest from such account accruing to the Contractor; or
3. that the Contractor be allowed, with the approval of the Owner, to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

Where the Owner has accepted the Contractor's election of any of the options above, Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request to deposit a surety bond under option (3), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainage.

E.5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two-thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the Work under the Contract has been completed and accepted and to run until the date Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within thirty (30) Days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the 30-Day period.

E.5.1.4 In accordance with the provisions of ORS 279C.560, if the Owner accepts bonds, securities or other instruments deposited as provided in paragraphs (a) and (c) of subsection E.5.1.2, the Owner shall reduce the moneys held as retainage in an amount equal to the value of the bonds, securities and other instruments and pay the amount of the reduction to the Contractor in accordance with ORS 279C.570.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor. Provided, however, if in accordance with the provisions of ORS 279C.560 the Contractor has deposited bonds, securities or other

instruments or has elected to have the Owner deposit accumulated retainage in an interest-bearing account, the Contractor shall comply with the provisions of ORS 701.435 respecting the deposit of bonds, securities or other instruments by Subcontractors and suppliers and the sharing of interest earnings with Subcontractors and suppliers.

E.5.2 As provided in subsections C.2.2 and C.2.3, additional retainage in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by section C.2.1.

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner and/or Architect/Engineer will inspect the Work, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K. 3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner:

1. a notarized affidavit/release of liens and claims in a form satisfactory to Owner that states that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,
2. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner,
3. a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
4. consent of surety, if any, to final payment, and
5. if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

E.6.4 Contractor shall submit its final payment application within ninety (90) Days after Substantial Completion, unless Owner grants an extension, which extension shall be in writing. Contractor shall not delay final payment application for any reason. If Contractor fails to submit its final payment application within 90 Days after Substantial Completion, or such extend Days as Owner may have granted in writing, all requests or Claims for additional costs or an extension of Contract Time shall be waived.

SECTION F: JOB SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner. Contractor shall follow Owner's instructions regarding use of premises, if any, and shall at all times comply with Wilsonville City Code 6.204. Unless otherwise specified in the Supplemental General Conditions (if any) or Public Improvement Agreement, the working hours for this project are between 7:00 AM and 6:00 PM, Monday through Friday.

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Architect/Engineer, Owner's workers and property, and the public from injury or loss arising in connection with this Contract. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site and shall comply with the Contract Documents and all applicable laws to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property Owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall immediately and in writing report to the Owner all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with Section D.

F.2.7 Certain locations in the project may require escort by City personnel to perform the work necessary and/or Owner notice to building tenants. Contractor is responsible for timely requesting an Owner escort and/or Owner notice to building tenants. A timely request is a request made to Owner at least 72 hours before the requested Owner escort or Owner notice to tenants.

F.3 CUTTING AND PATCHING

F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor will be held responsible for and shall indemnify, defend (with counsel of Owner's choice) and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed to by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents. Nothing in this Section F.5.1 shall limit Contractor's liability or responsibility for obtaining insurance coverage under Section G.3 of this Contract, and Contractor shall take no action that would void or impair such coverage.

1. Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and proper regulatory agencies in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and be performed by properly qualified and licensed personnel.
2. Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any
 - (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Law. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:
 - (i) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all Applicable Law ;
 - (ii) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
 - (iii) promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Law.

F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR Chapter 340 Division 108 for all products addressed in those rules. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

1. Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
2. Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
3. Exact time and location of release, including a description of the area involved.
4. Containment procedures initiated.
5. Summary of communications about the release Contractor has had with members of the press or State or local officials other than Owner.
6. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
7. Personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall

immediately notify Owner of any hazardous substance which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance has been discovered or encountered if continued work in such area would present a risk or danger to the health or wellbeing of Contractor's or any Subcontractor's work force.

F.6.2 Upon being notified by Contractor of the presence of a hazardous substance on the project site, Owner shall arrange for the proper disposition of such hazardous substance.

F.7 FORCE MAJEURE

- a. **Force Majeure Event.** Neither Party shall be held responsible for delay or default caused by war, insurrection, acts of terrorism, strikes, lockouts, labor disputes, riots, terrorist acts or other acts of political sabotage, volcanoes, floods, earthquakes, fires, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priorities, severe weather, or any other uncontrollable or unforeseeable act or circumstance beyond a Party's reasonable control and without fault or negligence of the Party ("Force Majeure Event").
- b. **Reasonable Efforts to Remove or Eliminate Force Majeure Event.** A Party affected by the Force Majeure Event shall make all reasonable efforts to remove or eliminate the cause of the Force Majeure Event and shall diligently pursue performance of its obligations under the Contract after the Force Majeure Event ceases.
- c. **Written Notice; Effect of Delay.** If there is a delay as a result of a Force Majeure Event, the Party delayed shall give written notice of the delay and the reason of the delay to the non-delayed Party within thirty days after the Party delayed learns of the Force Majeure Event. The Party delayed may request an extension of time up to the length of time of the delay due to a Force Majeure Event. Contractor shall not be entitled to additional compensation for delays that occur under this subsection.
- d. **Pandemics such as COVID-19.** The COVID-19 pandemic declared by the World Health Organization on March 11, 2020, or other like pandemics or emergencies ("COVID-19 Pandemic"), are not a Force Majeure Event as defined under this section. Contractor shall comply with the sections in Exhibit 2 regarding specific notification procedures related to any potential delays attributable to the COVID-19 Pandemic.

SECTION G: INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the

Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents.

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to, (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1.2, (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects, (c) any failure of the Contractor to observe or perform any duty or obligation under this Contract which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract or in any subcontract, (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140), and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

G.1.3 In claims against any person or entity indemnified under Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

G.2 PERFORMANCE AND PAYMENT SECURITY, PUBLIC WORKS BOND

G.2.1 When the Contract Price is \$100,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period, a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above threshold if otherwise required by the Contract Documents.

G.2.2 Bond forms furnished by the Owner and notarized by awarded Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

G.2.3 Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and

shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

G.3 INSURANCE

G.3.1 Primary Coverage. Insurance carried by Contractor under this Contract shall be the primary coverage, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.3.2 Workers' Compensation and Employer Liability Insurance. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. This shall include employer's liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 each employee per accident for bodily injury by accident or disease, and in no instance coverage limits less than the minimum amount required by statute for each accident. Workers' compensation and employer liability insurance is required for all workers who are not exempt from coverage. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing, signed and dated and attached to this Contract. A contractor who makes that certification agrees to hold City harmless from and indemnify City against any and all claims for compensation benefits made against the City by subject workers employed by the Contractor to do any of the work of the Contract. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work in Oregon, or show proof of extraterritorial coverage as per ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such workers' compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.3.3 Builder's Risk Insurance. During the term of this Contract:

1. **Builder's Risk.** For new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees ("soft costs") associated with delay of project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor if Contractor is negligent. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

2. **Builder's Risk Installation Floater.** For Work other than new construction, Contractor shall obtain and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and

its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

All insurance required pursuant to this Section 3.3 shall be maintained until the Owner has occupied the facility.

A loss insured under the insurance required pursuant to this Section 3.3 shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

G.3.4 Commercial General Liability Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage's that are satisfactory to the City. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis. Combined single limit per occurrence shall not be less than five million dollars (\$5,000,000) for each job site or location. Each annual aggregate limit shall not be less than ten million dollars (\$10,000,000), covering, but not limited to, liability for personal injury and property damage and aggregate limits shall apply on a per project basis. The policy shall be written on an occurrence basis on ISO Form CG 00 01 (Commercial General Liability Coverage Form), or its equivalent, and shall include contractual liability covering the assumption of the tort liability (including defense costs) of another party by written contract for both ongoing operations and completed operations under this contract. Owner and its officials, employees, agents and volunteers shall be named as additional insureds under ISO Form CG 2010 (Additional Insureds – Owners, Lessees or Contractors – Scheduled Person or Organization), or its equivalent, and CG 2037 (Additional Insured – Owners Lessees or Contractors – Completed Operations), or its equivalent, with respect to the Work to be provided under this Contract. The commercial general liability insurance coverage required by this Contract is with respect only to the Work described in this Contract, and has no relationship to, or bearing upon, other projects of the insured and is primary to and non-contributory with any City insurance or self-insurance program.

G.3.5 Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance on ISO Form CA 00 01 (Business Auto Coverage), or its equivalent. The coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than two million dollars (\$2,000,000), covering, but not limited to, liability for bodily injury and property damage, for “any auto,” including owned, non-owned and hired autos used in connection with the performance of the Work. The City of Wilsonville and its officials, employees, agents and volunteers shall be named additional insureds under Endorsement CA 20 48 (Designated Insured), or its equivalent, if Contractor’s Work entails transporting people for the City. The automobile liability insurance required by this Contract is primary to and non-contributory with any City insurance or self-insurance program; any deductible cannot exceed \$50,000.

G.3.6 "Tail" Coverage. If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the final acceptance of Work or services and related warranty (if any).

G.3.7 Excess/Umbrella Liability. A combination of primary and excess/umbrella insurance is acceptable to meet the minimum coverage requirements for Commercial General Liability and Automobile Liability Insurance. In such case, the insurance certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over primary Commercial General Liability and primary Automobile Liability Insurance."

If required by Owner through issuance of Supplemental General Conditions, Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, umbrella liability insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.

G.3.8 Pollution Liability. If required by Owner through issuance of Supplemental General Conditions, Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Pollution liability Insurance in minimum amounts of \$5,000,000, or other amount as indicated in the Supplemental General Conditions, naming Owner as "additional insured," as noted in the "additional insured" section below.

G.3.9 Additional Insureds. Except as to professional liability coverage if required, all other liability insurance coverage required for performance of this Contract shall include the City of Wilsonville, its officers, employees, and agents as Additional Insureds, but only with respect to the Contractor's activities to be performed under this Contract.

If Contractor cannot obtain an insurer to name City of Wilsonville, its officers, employees, and agents as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insureds with not less than a \$5,000,000 limit per occurrence. This policy must be kept in effect for 12 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract. The liability insurance coverage, required for performance of this Contract shall include the City of Wilsonville, its officers, employees and agents, as additional insureds but only with respect to the Contractor's activities to be performed under this Contract.

G.3.10 Notice of Cancellation or Change. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required in this Contract, or receives notice that coverage no longer complies with the insurance requirements in this Contract, Contractor agrees to notify Owner by fax within 5 business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to this Contract, unless all

required insurance remains in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees. Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new certificate of insurance is provided to Owner evidencing the replacement coverage. Owner may withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

G.3.11 Certificates of Insurance. Before Contractor commences Work under this Contract, Contractor shall furnish Owners Authorized Representative with acceptable certificates evidencing the types, amounts and issuers of insurance coverage meeting the minimum requirements of this Contract. The certificate shall specify all of the parties who are additional insureds. If a certificate of insurance coverage is unavailable from a particular insurer, alternative proof of insurance coverage acceptable to City shall be arranged. Renewal certificates of insurance shall be furnished no later than 15 Days before the expiration of the policy. Any deductibles or self-insured retentions must be stated on the certificate of insurance, which shall be sent to and approved by Owner in advance to commencement of Work under this contract. City reserves the right to review the types of coverages and limits of insurance required by this Contract from time to time. In the event that City changes its insurance requirements after this Contract has been signed, City will provide notice to Contractor of the new requirements. Contractor shall endeavor to comply with the new requirements and provide City with updated evidence of coverage. Otherwise, City shall have the right to terminate the Contract. In all instances concerning all forms of insurance required by this Contract:

1. Contractor's insurance shall be primary and noncontributory with any other insurance or self-insurance, and Owner's insurance shall be excess to the limits set forth above;
2. Insurance carriers shall not be "surplus lines carriers," and shall certify as to such in each certificate;
3. The insurance shall be issued by a company authorized to do insurance business in the State of Oregon or by a non-admitted insurer subject to the Oregon Surplus Lines Law (ORS 735.400 to 735.495);
4. Upon request, complete copies of insurance policies, trust agreements, etc. shall be provided to City;
5. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance amounts;
6. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of this Contract;
7. Umbrella or Excess Liability Insurance may be used to achieve the above minimum liability limits, so long as policy is endorsed to state it is "As Broad as Primary Policy." If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess Liability Insurance policy may be required;

8. Contractor shall provide City not less than 30 Days written notice of Contractor's intent to cancel, terminate or make any material change affecting required insurance coverage;
9. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than 15 days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall promptly notify the City and replace such insurance with an insurer meeting the requirements;
10. Except for Professional Liability Insurance, the insurance shall be provided by a carrier with A.M. Best's Rating of A- or better and Financial Performance Rating of 7 or better. Contractor's Professional Liability Insurance policy shall be written by an insurer satisfactory to City and may be written on a claims made basis, provided Contractor, at Contractor's own expense, maintains the Professional Liability Insurance in full force for not less 24 months following completion of this Contract; and
11. The commercial general liability insurance and automobile liability insurance provided by Contractor and its subcontractors shall apply on a primary basis and be required to respond and pay prior to any other available coverage. Any commercial general liability insurance maintained by the City shall be excess of and shall not contribute with the commercial general liability insurance provided by Contractor and its subcontractors.

Insurance carriers shall not be "surplus lines carriers," and shall certify as to such in each certificate. Contractor's insurance shall be primary and noncontributory with any other insurance or self-insurance. In all instances, City's insurance shall be excess to the limits set forth above.

SECTION H: SCHEDULE OF WORK

H.1 CONTRACT PERIOD

Time is of the essence of this Contract.

1. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements of the Contract. Contractor shall commence Work on the site within fifteen (15) Days of issuance of Notice to Proceed, unless directed otherwise.
2. Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2 (f) and shall be subject to the provisions of Section D.1.
3. The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

H.2 SCHEDULE

Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by project components, with labor trades, and long lead items broken down by building and/or floor where applicable. Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Each schedule item shall account for no greater than 5 % of the monetary value of the project or 5 % of the available Contract Time. The baseline schedule shall not be established until 100% completion of design. Schedules with activities of less than one day or valued at less than 0.5% of the Contract will be considered too detailed and will not be accepted. Schedules that either lack adequate detail or are unreasonably detailed will be rejected. Included within the schedule are the following: Notice to Proceed (or the date the Work commences, if no Notice to Proceed is issued by Owner), Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.3 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them for payments, security, insurance or self-insurance, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

SECTION I: CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by

such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-Day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

I.2 WARRANTY WORK

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of two years from the date of issuance of the written notice of Final Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its own forces. If Owner completes the repairs using Owner's own forces, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's forces, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's forces who are required to monitor that contractor's work. Work performed by Owner using Owner's own forces or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

I.2.2 Nothing in this Section I.2 shall negate guarantees or warranties for periods longer than two years including, without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures. Nothing in this Section 1.2 shall negate any remedy that the Owner may have; the repair warranty is without limitation to any and all other remedies that the Owner may have.

I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.

I.2.4 The two-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section I.2 as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

I.2.5 Nothing in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION J: SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

J.1.1 The Owner has the authority to suspend portions or all of the Work due to the following causes:

1. Failure of the Contractor to correct unsafe conditions;
2. Failure of the Contractor to carry out any provision of the Contract;
3. Failure of the Contractor to carry out orders;
4. Conditions, in the opinion of the Owner, which are unsuitable for performing the Work;
5. Time required to investigate differing site conditions;
6. Any reason considered to be in the public interest.

J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the project in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by acts or omissions of the Owner, the Contractor shall be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party owes the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:

1. If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
2. If Contractor should make a general assignment for the benefit of Contractor's creditors;
3. If a receiver should be appointed on account of Contractor's insolvency;
4. If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
5. If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its Authorized Representative; or
6. If Contractor is otherwise in material breach of any part of the Contract.
7. If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.

J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.4.3 Owner may:

1. Require the Contractor to replace one or more poorly performing employees,

2. Require the Contractor to replace a subcontractor,
3. Require the Contractor to replace poorly performing construction equipment.

Examples of failure to prosecute the Work according to the approved schedule shall include, but are not be limited to, the following:

1. Failure to submit an executed Contract with bonds and insurance certificates within 10 Days after notice of proposal award;
2. Failure to obtain required permits;
3. Failure to submit documentation that materials and equipment needed for the work are and will be available.
4. Failure to submit documentation that materials and equipment needed for the work have been ordered from suppliers within 10 days after receipt of submittal approved by the Engineer.
5. Failure to submit a work schedule acceptable to the Owner within a reasonable time following the issuance of design milestone submittals, within 30 days following issuance of a NTP for an agreed GMP or failure to submit (a) revised work schedule(s), if one is required;
6. Failure to timely submit a traffic control plan, if one is required;
7. Failure to install traffic control devices, if any are required, according to the approved schedule;
8. Failure to request utility locates (if applicable) within 10 Days after Notice to Proceed;
9. Failure to begin, or to perform a significant amount of work on, a task that is on the critical path in the latest work schedule within 5 work days after the start date shown for that task in the schedule, or
10. Failure to submit a request for a delayed start and justification(s) for said request, and failure to obtain the Owner's approval of said request. Owner approval of such a request shall not be construed to be approval of a delay in any subsequent task on the schedule.

When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, no claim for loss profits for work not performed will be allowed.

J.5 TERMINATION FOR CONVENIENCE

J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the Owner or the public.

J.5.2 The Owner will provide the Contractor with seven (7) Days' prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation

for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

J.6 ACTION UPON TERMINATION

J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, upon Owner's request, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

J.6.2 As directed by the Owner, Contractor shall upon termination transfer title and deliver to the Owner all project documents, information, and other property that, if the Contract had been completed, would be required to be furnished to the Owner.

J.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign to the Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

SECTION K: CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS; AS-BUILTS

As a condition of final payment (refer also to Section E.3), Contractor shall comply with the following: Contractor shall provide to Owner, Record Documents ("as-builts") of the entire project. Record Documents shall depict the project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record drawings include all modifications to the Contract Documents unless otherwise directed. Record drawings shall be provided in AutoCAD electronic format. Record Drawings shall be updated constantly and consistently and shall be submitted for Engineer approval not less than one time per month. Record Drawings shall be submitted as Bluebeam markups to portable document format (.PDF) files created from the Engineer's computer aided design (CAD) files.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due; no payments beyond 75% will be made by the Owner until the O & M Manuals have been received. The O & M Manuals shall contain a complete set of all submittals, all Product Data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and Shop Drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner and/or Architect/Engineer shall review and return one O & M Manual for any deletions, modifications or

additions required. Prior to submission of its final pay request, Contractor shall deliver three complete and approved sets of O & M Manuals to the Owner and/or Architect/Engineer. Receipt of the three complete and approved sets of O & M Manuals is a condition precedent to Owner's obligation to make final payment.

K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Owner a notarized affidavit/release of liens and claims form, in a form satisfactory to Owner, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

K.4 COMPLETION NOTICES

K.4.1 Contractor shall provide Owner notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.4.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the Owner and/or Architect/Engineer with submission of the request for the Substantial Completion notice.

K.5 TRAINING

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the Owner training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner to provide its personnel with adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session conducted at the Work site, or as required by the Contract Documents, after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the Specifications, prior to final payment. Delivery point for extra materials shall be designated by the Owner.

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide Owner with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and Owner's receipt of documents evidencing such completion shall be a condition precedent to Owner's obligation to make final payment.

K.8 CERTIFICATE OF OCCUPANCY

Owner's receipt of an unconditioned certificate of occupancy from the appropriate state and/or local building officials shall be a condition precedent to Owner's obligation to make final payment, except to the extent failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the Owner all property of Owner issued to Contractor during construction such as keys, security passes, site admittance badges, and all other pertinent items. Upon notice from Owner, Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's forces continue with the Work.

K.10 SURVIVAL

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

SECTION L: LEGAL RELATIONS AND RESPONSIBILITIES

L.1 LAWS TO BE OBSERVED

In compliance with ORS 279C.525, Sections L.2 through L.4 contain lists of federal, state and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract. The lists provided in the below Sections L.2 through L.4 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.

L.2. FEDERAL AGENCIES:

Forest Service	Agriculture, Department of
Defense, Department of	Soil Conservation Service
Environmental Protection Agency	Army Corps of Engineers
Bureau of Sport Fisheries and Wildlife	Interior, Department of
Bureau of Land Management	Bureau of Outdoor Recreation
Bureau of Reclamation	Bureau of Indian Affairs
Occupational Safety and Health Administration	Labor, Department of
Coast Guard	Transportation, Department of
	Federal Highway Administration

L.3. STATE AGENCIES:

Environmental Quality, Department of	Agriculture, Department of
Forestry, Department of	Fish and Wildlife, 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

L.4. LOCAL AGENCIES:

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

SECTION M: FORMS

The following forms of documents are relevant to the Work under the Contract.

M.1 FAITHFUL PERFORMANCE BOND

**[FORM]
FAITHFUL PERFORMANCE BOND**

Bond No. _____

Solicitation _____

Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:	\$ _____ *
	Total Penal Sum of Bond:	\$ _____

* If using multiple sureties

We, _____ as Principal, and _____ the above-identified Surety / Sureties authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto _____, the penal sum of (Total Penal Sum of Bond) _____ (\$ _____), being not less than one hundred percent of the estimated contracted cost of the work,

[Add If applicable: provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety,] and

WHEREAS, the Principal has entered into a contract with _____, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor

to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless _____, and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

This bond is given and received under authority of ORS Chapters 279C and 351, the provisions of which hereby are incorporated into this bond and made a part hereof. The surety, for value received, hereby agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it hereby waives notice of any change, extension of time, alteration, addition or other modification to the terms of the contract or to the work or to the specifications.

Nonpayment of the bond premium will not invalidate this bond nor shall _____, be obligated for the payment of any premiums.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

BY _____

TITLE _____

ATTEST: _____

Corporate secretary

SURETY: _____

Add signatures for each surety if using multiple bonds

BY ATTORNEY IN FACT:

Power-of-Attorney must accompany each surety bond

Name: _____

Signature: _____

Address: _____

M.2 LABOR AND MATERIAL PAYMENT BOND

**[FORM]
LABOR AND MATERIAL PAYMENT BOND**

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:	\$ _____ *
	Total Penal Sum of Bond:	\$ _____

* If using multiple sureties

We, _____ as Principal, and _____ the above-identified Surety / Sureties authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto _____, the penal sum of (Total Penal Sum of Bond) _____ (\$ _____), being not less than one hundred percent of the estimated contracted cost of the work,

[Add If applicable: provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety,] and

WHEREAS, the Principal has entered into a contract with _____, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as a person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract, including any person having direct contractual relationship with the contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming moneys due the State Accident Insurance Fund Corporation, the State Department of Employment Trust Fund or the Department of Revenue in connection with the performance of the contract.
2. The Principal and Surety hereby jointly and severally agree with City that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, has an action on this bond for such sum or sums as may be justly due claimant, and may have execution hereon. City shall not be liable for the payment of any costs or expenses of any such suit or action.
3. No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless the claimant has sent the written notice required under ORS 279C.605 to the Principal and to City's Finance Director by registered or certified mail, or by hand delivery, no later than 180 days after the claimant last provided labor or furnished materials, or within 200 days if the claim is for a required contribution to a fund of an employee benefit plan;
 - (b) Later than two years after the claimant last provided labor or materials.
 - (c) Other than in the Circuit Court of Washington County, Oregon or in the United States District Court for the District of Oregon and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this bond.

This bond is given and received under authority of ORS Chapters 279C and 351, the provisions of which hereby are incorporated into this bond and made a part hereof. The surety, for value received, hereby agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it hereby waives notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

Nonpayment of the bond premium will not invalidate this bond nor shall _____, be obligated for the payment of any premiums.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

BY _____

TITLE _____

ATTEST: _____

Corporate secretary

SURETY: _____
Add signatures for each surety if using multiple bonds

BY ATTORNEY IN FACT:
Power-of-Attorney must accompany each surety bond

Name: _____

Signature: _____

Address: _____

M.3 NOTICE TO PROCEED

**[FORM]
NOTICE TO PROCEED**

To: _____ Date: _____

Project: _____

Project Number: _____ City P.O. #: _____

You are notified to commence Work on _____, 20__ in accordance with the Contract dated _____ 20__ and you are to complete the work within (____) consecutive calendar days thereafter. The date of completion of all Work is therefore _____, 20_____.

The City of Wilsonville

By:
Name:
Title:

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of this NOTICE TO PROCEED is acknowledged on _____, 20_____.

Contractor:

By:
Name:
Title:

Contractor's Performance Bond Co.:

Bond No.:
Contact Person:
Address:
Phone:

Contractor's General Liability Ins. Co.:

Policy No.:
Contact Person:
Address:
Phone:

END OF GENERAL CONDITIONS

Exhibit 3
CITY OF WILSONVILLE
SUPPLEMENTAL GENERAL CONDITIONS FOR PUBLIC IMPROVEMENTS CONTRACTS

Project Name:
WRWTP Expansion / Upgrade

The following modify the City of Wilsonville General Conditions (General Conditions) for Public Improvement Contracts, for this Contract. Conflicts between the City of Wilsonville General Conditions and these Supplemental Conditions are resolved in favor of these Supplemental Conditions. Where a portion of the General Conditions is modified by these Supplemental General Conditions, the unaltered portions shall remain in effect.

1. Add to existing Section B.4:

“The CM/GC shall obtain required permits for the project of the type identified in Group “R” of APPENDIX 9.1 Cost Classification Matrix of the RFP.”

2. Add to existing Section C.1:

“CM/GC and all subcontractors, shall comply with ORS 279C.800 through 279C.870.

The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications of Oregon Bureau of Labor and Industries ("BOLI"): “Prevailing Wage Rates for Public Works Contracts in Oregon” (Region 2) dated July 1, 2021” and all applicable amendments and corrections to amendments subsequently issued and dated _____ (fill in date(s) of amendments), up to and including _____ (fill in date). The state prevailing wage rate publication is available at <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. BOLI staff is available to assist in determining the applicable wage rates by calling (971) 673-0839. Once established, the prevailing wage rates will then be in effect for the remainder of the Contract. The Construction Phase Services will take place in Clackamas County, Oregon.

The rates in effect at the time the CM/GC contract becomes a public works contract are the applicable rates to be used for the duration of the project. The CM/GC contract becomes a public works contract either when the contract first constitutes a binding and enforceable obligation on the part of the CM/GC to perform or arrange for the performance of construction, reconstruction, major renovation or painting, or when the CM/GC contract enters the construction phase, whichever occurs first.

For example, the CM/GC will have a binding and enforceable obligation to perform or arrange for the performance of construction after the public agency and CM/GC commit to the guaranteed maximum price. The CM/GC contract enters the “construction phase” when the agency first authorizes the performance of early construction-type work directly related to the public works project.”

3. Add new Section G.3.12:

“Professional Liability Insurance: Prior to the beginning of work on any design-build components of the Project, the Contractor shall provide to the Owner certificates of insurance for Commercial General Liability in an amount not less than \$5,000,000, including Product Liability and Completed Operations,

from the manufacturers of any such design-build components, unless such design-build components are "off-the-shelf" products purchased from a supplier. All such certificates shall be in compliance with the Owner's contract requirements.

For those elements requiring design or calculations performed by a professional engineer, the Contractor shall obtain from the Engineer, if not an employee of Contractor, and provide to the Owner, similar certificates of Commercial General Liability coverage. The Engineer shall also provide the Owner with proof of coverage for Professional Liability insurance covering any damages caused by any negligent error, omission, or any act for the project, its drawings and project manual, and all related work products of the Engineer. The policy may be either a practice-based policy or a policy pertaining to the specific project. Professional Liability insurance to be provided shall have a combined single limit of not less than \$5,000,000."

4. Delete existing Section H.1.1, "Contract Period" and replace with:

"**H.1.1** Time is of the essence under this Contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements of this Contract."

5. Delete existing Section H.2 SCHEDULE and replace with:

H.2 SCHEDULE

"Contractor shall provide, by or before the preconstruction conference, a detailed project Work schedule for review and acceptance by the Owner. The submitted baseline schedule must illustrate Work by significant Project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5% of the monetary value of the project or 5% of the available time. Schedules with activities of less than one day or valued at less than 1% of the Contract shall be considered too detailed and shall not be accepted. Schedules lacking adequate detail, or unreasonably detailed, shall be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Contractor shall provide an updated, full Project schedule with each payment request. In addition, twice monthly, the Contractor shall provide an updated three-week forward-looking schedule. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the contract completion date is float owned by the Owner. Use of float shall be negotiated. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Period but after Contractor's scheduled completion."

END OF SUPPLEMENTAL GENERAL CONDITIONS

**Exhibit 4
CITY OF WILSONVILLE
GMP AMENDMENT TO CM/GC CONTRACT**

THIS AMENDMENT IS BETWEEN:

OWNER: **City of Wilsonville**

And

**CONSTRUCTION MANAGER/
GENERAL CONTRACTOR ("the CM/GC"):**

The Project is:

Date of Original CM/GC Contract ("Contract"):

Date of this Amendment:

The Owner and CM/GC amend the Contract as set forth below. Capitalized terms not otherwise used in this Amendment shall have the meanings given in the Contract. Except as amended, the Contract remains in full force and effect.

1. GMP. The parties agree that the GMP for the Project is \$_____, consisting of the Preconstruction Fee, the Estimated Cost of the Work and the CM/GC Fee (stated as a fixed dollar lump sum amount), as follows:

Preconstruction Fee:	\$ _____
Estimated Cost of Work (Est. COW):	\$ _____
CM/GC Fee (Fixed Dollar Amount):	\$ _____
GMP (Total of above categories):	\$ _____

For purposes of determining the GMP, the Estimated Cost of the Work includes the CM/GC's Contingency, the Fixed Cost for GC Work, and the costs of all components and systems required for a complete, fully functional Project.

2. Basis of GMP. The GMP is based on the GMP Supporting Documents attached as Attachments A-E (____ pages) including:
 - A. A list of the Plans and Specifications, including all addenda thereto and the conditions of the Contract, which were used in preparation of the GMP proposal.
 - B. A list of allowances and a statement of their basis.
 - C. A list of the clarifications, exclusions and assumptions made by the CM/GC in the preparation of the GMP proposal to supplement the information contained in the Plans and Specifications.
 - D. The proposed GMP, including a statement of the estimated cost organized by major elements of work, trade categories, allowances, contingency, and other items and the associated fees that comprise the GMP in a format mutually agreed to.
 - E. A detailed Critical Path Diagram Schedule illustrating the sequence of construction and duration of work activities included in the GMP.
 - F. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.
3. Bonds. CM/GC shall obtain new payment and performance bonds, or increase the amount of the performance and payment bonds previously provided in connection with this CM/GC Contract, as required by Section G of the General Conditions, so that each new bond, or with respect to increases in existing bonds, the sum amount of each existing bond and the increase in the amount of each such existing bond, shall equal or exceed the GMP, prior to supplying any labor or materials for prosecution of the Work under this GMP Amendment.
4. Tax Compliance. By signature of this Contract, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf of CM/GC and that CM/GC is, to the best of the undersigned knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321, and 323; the elderly rental assistance program under ORS 310.630 to

310.706, and local taxes administered by the Department of Revenue under ORS 305.620 and, finally, the City of Wilsonville business license fee under Wilsonville Code.

THIS GMP AMENDMENT TO CM/GC CONTRACT is executed in two (2) original copies of which one is to be delivered to the CM/GC, and the remainder to Owner.

CM/GC:

OWNER:

CM/GC

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

Exhibit 5
CM/GC KEY PERSONNEL

The following shall be considered Key Personnel and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld according to Article 4.6.of the CM/GC Contract.

1. Construction Manager
2. General Superintendent,
3. Construction Engineer
4. Field Engineer
5. Accountant
6. Chief Engineer
7. Lead Estimator
8. Lead Scheduler
9. Procurement Lead
10. Area or Discipline Construction Supervisory Leads

Key personnel shall be defined as those with roles similar to those described above regardless of specific title.

Exhibit 6
REIMBURSABLE TRAVEL AND PER DIEM EXPENSES

The Owner shall reimburse CM/GC for any allowable travel and per diem subsistence expenses more particularly described below. Charges for travel expenses will be reimbursed at cost, but not in excess of the rates stated below. These rates are as follows:

Air fare (coach class only)	At cost
Car rental (intermediate or smaller)	At cost
Personal vehicle mileage	\$0.575 per mile
Lodging	At cost (not to exceed \$136 per night)
Meals: (reimbursable only when associated with overnight travel)	
Breakfast (in State)	\$9.00
Lunch (in State)	\$14.00
Dinner (in State)	\$23.00

Requests for reimbursement of allowable expenses, except meals, must include documentation of actual expenditures.

Exhibits 7 (RFP) and 8 (Proposal) to be attached at contract execution



City of Wilsonville REQUEST FOR PROPOSALS

For CM/GC Services WRWTP Expansion/Upgrade Project CIP #1144

A **non-mandatory pre-proposal meeting** will be hosted by the City and Design Consultant on June 24, 2021 at 1 p.m. Information will be collected from prospective Proposers by 5 p.m. on June 18, 2021 for participation in this meeting.

**DATE & TIME PROPOSALS ARE DUE:
July 8, 2021 at 2 p.m.**

SUBMIT PROPOSALS TO:

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

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LEGAL ADVERTISEMENT

CITY OF WILSONVILLE REQUEST FOR PROPOSALS

for

CM/GC Services

Willamette River Water Treatment Plant (WRWTP) Expansion/Upgrade Project CIP#1144

The City of Wilsonville is seeking proposals from qualified firms (Proposers) to provide construction manager/general contractor (CM/GC) services for construction for the WRWTP Expansion/Upgrade Project to expand the plant's maximum capacity from 15 to 20 million gallons per day (mgd) as well as make improvements to life-safety, seismic, electrical and operations and maintenance (O&M). Long-term planning for a future expansion to 30 mgd is also being addressed. The goal for this Project is to complete all construction by June 2023. This Project does not involve federal funds.

A **non-mandatory** pre-proposal meeting will be hosted by the City and Design Consultant at 1 p.m. on June 24, 2021. Information will be collected from prospective Proposers by 5 p.m. on June 18, 2021 for participation in this meeting, and Proposers will then receive a calendar invite. Questions regarding the procurement process will be accepted up to 5 p.m. on July 2, 2021 and will be addressed in an addendum.

Sealed proposals for the Water Treatment Plant Expansion project will be received at Wilsonville City Hall located at 29799 SW Town Center Loop East, Wilsonville, OR 97070 until **July 8, 2021 at 2:00 pm**. Proposals will be scored and ranked in accordance with the criteria listed in the RFP. Proposals received after the listed time and date due will be returned unopened and without review. Electronically mailed proposals will not be accepted.

The Request for Proposal (RFP) documents may be downloaded at www.questcdn.com, Project #7880578. For assistance with free registration or downloading, contact QuestCDN customer service at (952) 233-1632.

Proposers are required to certify non-discrimination in employment practices in accordance with Oregon Revised Statutes (ORS) 279A.110(4), and identify resident status as defined in ORS 279A.120(1). Pre-qualification of Proposer is not required. All Proposers are required to comply with the relevant provisions of ORS Chapters 279A and 279C and the City's Contract Review Board policy, in addition to all other applicable laws.

The City reserves the right to 1) reject any or all proposal not in compliance with this RFP or the laws and rules that apply to this solicitation, 2) postpone award of the contract for a period not to exceed ninety (90) days from date of proposal opening, 3) waive informalities in the proposals, and 4) select the proposal which appears to be in the best interest of the City.

Direct any questions regarding this solicitation to Mike Nacrelli at (503) 570-1540 or mnacrelli@ci.wilsonville.or.us.

As advertised in the Daily Journal of Commerce on June 14 and 16, 2021.

SECTION 1: INTRODUCTION AND BACKGROUND

1.1 Introduction

The Willamette River Water Treatment Plant (WRWTP or plant) was commissioned in 2002 to serve the City of Wilsonville (City) with an initial capacity of 15 million gallons per day (mgd) and with space to expand to 60 mgd in the future. The City has held an agreement with Veolia to operate and maintain the plant since it was initially commissioned. The City of Sherwood began taking water from the plant (via Wilsonville's distribution system) in 2013 and the plant then changed operations from daily start-stop to continuously operating on a 24/7 basis.

1.2 Background

The City requests proposals from qualified firms (Proposers) to provide construction manager/general contractor (CM/GC) services for construction of improvements to the existing Willamette River Water Treatment Plant to meet future capacity and improve operational and safety measures.

The City intends to select a single successful Proposer for the Project and contract with the Proposer for both Preconstruction Phase Services (Section 2.1.1) and Construction Phase Services (Section 2.1.2), with agreements and fee negotiations for each service phase. Preconstruction Phase Services will begin as soon as the parties enter into a CM/GC Contract (Appendix 9.3). At or before the completion of the design phase, the City will request the Proposer to provide a Guaranteed Maximum Price (GMP) for the Construction Phase Services of the project. If the City agrees to the GMP and the parties execute a GMP Amendment to the Contract, the selected Proposer will assume the risk of delivering the Project on schedule at or under the GMP. Construction Phase Services may begin sooner than agreement on a GMP if the parties agree to a contract amendment for early work (Early Work Amendment).

In accordance with ORS 279C.337, the City is using the request for proposals (RFP) process to evaluate Proposer capabilities with respect to the evaluation criteria set forth in Section 5. The City may select two or more Proposers to be interviewed by the selection committee. If selected, the Proposer will function as part of a collaborative team composed of the Proposer, the City, the City's contracted Operator, and the City's design consultant / Engineer, Stantec Consulting Services, Inc. (Stantec).

This WRWTP Expansion/Upgrade Project (Project) will expand the plant's maximum capacity from 15 to 20 million gallons per day (mgd) as well as make upgrades that will optimize performance and extend the useful life of the plant facilities. Long-term planning for a future expansion to 30 mgd is also being addressed. The WRWTP 2017 Water Master Plan (WMP) established a "road map" to expand plant capacity to 20 mgd to meet increasing water demand from the Cities of Wilsonville and Sherwood. The WMP also identified improvements to life-safety, seismic, electrical and operations and maintenance (O&M) at the WTP.

This Project will be implemented using the Construction Manager/General Contractor (CM/GC) delivery method. It is anticipated that the selected CM/GC will be under contract to the City in August 2021 and will then begin working with the City and Design / Operations Team to review and comment on the 60% design, and complete the 90% design as part of its Pre-Construction Services. The Basis of Design Report (BDR) and 30% design documents have been completed and provide an overview and understanding of the various plant elements which require expansion and upgrades. Proposers who return the Confidentiality Agreement in Section 6 to the City's Single Point of Contact listed in paragraph 3.9 will be provided with these reference documents.

One unique aspect of this Project is that a Pilot Filtration Study (Pilot Study) is currently being completed as a requirement by the Oregon Health Authority (OHA) in order to up-rate the existing four deep-bed, granular media filters to provide 20 mgd of filtration capacity using filtration rates > 6 gpm/sf. Additionally, the existing Actiflo clarification system is proposed to be up-rated to 20 mgd.

A separate Owner, the Willamette Water Supply Program (WWSP) is currently completing a separate Raw Water Facility (RWF) project at the WRWTP Intake / Raw Water Pump Station (RWPS) including building upgrades, new pumps, and new raw water pipeline to serve a separate WTP in Sherwood. Construction of the WWSP project will continue through 2022. The WWSP project will significantly impact the WRWTP including plant access and many required plant shutdowns to accommodate construction activities. The CM/GC must work closely with the City and project team to develop a Maintenance of Plant Operations (MOPO) plan focused on methods to minimize the potential for construction activities to impact plant production and operating requirements.

1.2.1 Project Summary

A brief summary and description of each construction element are provided below.

Raw Water Pump Station

- Install a new 5 mgd pump and motor to replace the existing 4 mgd pump
- The RWPS is currently being re-configured as part of the WWSP, and the Program is re-locating two of the RW Pumps used for the WRWTP

Finished Water Pump Station

- Install two new pumps (5 mgd and 7.5 mgd) and motors and new VFDs, in two of the “empty” slots

Clearwell

- Install baffle system inside existing clearwell for 30 mgd disinfection capacity using free chlorine
- The clearwell cannot be drained for this work, so installation must be completed with divers and while the FW pumps are not operating – multiple plant shutdowns will be required

Electrical/Power Supply System

- Install a new 2 MW/480v standby generator with belly fuel tank
- Install a new electrical bldg. equipped with 480v switchgear for future 30 mgd buildout
- Upgrades to existing 4,160v switchgear building and system to last for 10-15 years
- Remove existing 1 MW backup generator and turn this room into a workshop
- Remove/demo the existing 480v switchgear and enclosure
- Various other electrical system upgrades
- Numerous plant shutdowns will be required to complete this work, and careful coordination with plant staff is required

Ozonation System

- Replace the two existing 300 ppd generators with two new 300 ppd generators
- Provide/install a new ozone generation control system to allow variable gas flow or constant gas flow
- Install a new cooling water system
- Install a new nitrogen boost system
- Replace the existing ozone off-gas destruct units with new units
- Add new Gaseous Oxygen (GOX) auto-shutoff valves
- Numerous plant shutdowns will be required to complete this work, and careful coordination with plant staff is required

Chemical Systems

- Various upgrades including seismic

Residuals Handling Systems

- Replace the existing 500 gpm/5 Hp Washwater Recycle (WWR) pumps and motors with new 500 gpm pumps inside the Pump Room atop the Define Basin
- Replace the two existing Variable Frequency Drives (VFDs) with new VFDs and install a 3rd VFD inside the Pump Room
- Install a sparging system in the pumping wetwell of the WWEQ Basin and connect the piping to the existing UW piping, with valve/controls

Seismic/Structural

- Seismic upgrades to the Dewatering Building
- Seismic upgrades to the FWPS near the roof-line

Civil/Sitework

- Roadway improvements near liquid oxygen (LOX) tank
- Roadway improvements to “replace” roundabout
- Extension of chemical piping utilidor system

SECTION 2: SCOPE, SCHEDULE, COST AND TERMS

2.1 Scope of Work: Overview

The total construction budget for the Project is in the range of \$12.1 million to \$17.1 million. Services to be performed by the selected Proposer include:

2.1.1 Scope of Work: Preconstruction Phase Services

For Preconstruction Phase Services, the Proposer will provide consultative and preliminary budgeting services during Project design. Proposers are to indicate the Preconstruction Phase Services fixed fee on the CM/GC Fee and Schedule Proposal Form (Appendix 9.2). The City anticipates that the specific scope of Preconstruction Phase Services will be negotiated prior to signing the CM/GC Contract, based on the Proposer's input as well as the City's requirements.

The City reserves the right, at its sole discretion, to choose not to continue the CM/GC Contract beyond the completion of Preconstruction Phase Services, to start a new process for the construction of the Project, to terminate the contract and award a replacement contract to the next highest rated Proposer from this solicitation, or to solicit bids from qualified contractors for the construction of the designed structure.

Refer to Article 3.1 of the CM/GC Contract (Appendix 9.3), for the scope of Preconstruction Phase Services under this contract.

2.1.2 Scope of Work: Construction Phase Services

The City expects that the GMP will be requested during the Preconstruction Phase Services for this project after design documents are fully or nearly fully developed. The established GMP will be the maximum amount paid for construction, unless scope changes are requested in writing by the City. Acceptance of the GMP by contract amendment (GMP Amendment) will constitute completion of Preconstruction Phase Services, and that GMP Amendment will initiate the Construction Phase Services for the project. In the event the parties agree to an Early Work Amendment, Construction Phase Services may begin sooner.

At the time of execution of the GMP Amendment or an Early Work Amendment, the Proposer will be required to submit a 100% Faithful Performance Bond (performance bond) and a 100% Labor and Material Payment Bond (payment bond) for either the early work or completion of the project, as applicable. The performance bond form (Appendix 9.3, Exhibit 2, Section M.1) and payment bond (Appendix 9.3, Exhibit 2, Section M.2) are included in the current City General Conditions for Public Improvement Contracts (General Conditions), which are incorporated into the CM/GC Contract as Exhibit 3 and attached to this RFP in Appendix 9.3.

The City reserves the right to delay commencement of Construction Phase Services with the understanding that the GMP for Construction Phase Services may need to be adjusted if the delay is for a substantial period.

Refer to Article 3.2 of the CM/GC Contract (Appendix 9.3), for the full scope of Construction Phase Services under this contract.

2.1.3 Scope of Work: Construction Management Services

Throughout the Preconstruction and Construction Phase Services of the project, the Proposer shall provide CM Services by joining the project team, currently including the City and Stantec, during the design phase, to collaborate on constructability, construction sequence, cost, maintenance of plant operations, schedule, design development, and the preparation of the design documents.

Refer to Article 3.3 of the CM/GC Contract, attached as Appendix 9.3, for the full scope of Construction Management Services under this contract.

2.2 Schedule of Work

City expects the selected Proposer to begin to provide Preconstruction Phase Services upon execution of the CM/GC Contract, anticipated to begin August 2021. Preconstruction Phase Services shall continue through the completion of the Project final design. Upon completion of design and upon successful negotiation of the GMP, a Notice to Proceed will then be issued for construction. The preliminary Project schedule is shown below.

	Start	End
Pilot Plant	<ul style="list-style-type: none"> • Third Testing Period January 2021 • Fourth Testing Period May 2021 • Final Report July 2021 • OHA approves up-rating August 2021 	
BDR		End of December 2020
30%	Beginning of January	End of March 2021
Land Use Permitting	March 2021	July 2021
CM/GC pre-construction services	August 2021	November 2021
Detailed Design		
60%	April 2021	July 2021
90%	August 2021	October 2021
100%	November 2021	December 2021
CM/GC GMP Finalized		December 2021
Construction ends (18-24 months)		June 2023

2.3 Estimated Cost of Work

The Proposer's proposal must include the Proposer's true estimated cost or fixed price estimate to perform the Work irrespective of the City's budgeted funds for this work. If the City and the Proposer are unable to agree on the terms of a final construction contract or if the project does not proceed to construction, then the Proposer shall be reimbursed for the actual costs of the actual services provided during the Preconstruction Phase Services, up to the not-to-exceed amount. In preparing the Preconstruction Fee for Appendix 9.2 CM/GC Fee and Rate Proposal Form, Proposer shall exclude costs associated with the work described in CM/GC Contract Sections 3.1.11 and 3.1.12.

2.4 Form of Contract; Insurance; BOLI PWR Requirement

The City intends to use the CM/GC Contract (Appendix 9.3) and the General Conditions (Appendix 9.3, Exhibit 2) as the basis for the final agreement. The City will enter into negotiations with the selected Proposer to determine final scope, description of services, schedule and cost and, if the negotiations are successful, will enter into an agreement similar to the attached CM/GC Contract. The General Conditions will be modified by Supplemental General Conditions. The current Supplemental General Conditions, subject to final negotiation, are attached as Appendix 9.3, Exhibit 3. To the extent the City desires to commence Preconstruction Phase Services in advance of final execution of the CM/GC Contract, the City may offer to retain the selected Proposer's Preconstruction Phase Services under a short-duration, interim, limited-scope personal services contract. The General Conditions and any Supplemental General Conditions will apply to the work of all subcontractors and to the work of the Proposer to the extent that they do not conflict with the CM/GC Contract.

All Proposers must identify in their proposal any terms and conditions of the CM/GC Contract and related contract documents they wish to negotiate. Failure to identify those terms in the proposal may result in termination of negotiation with the selected Proposer. The City does not intend to engage in protracted negotiations or entertain requests for excessive, inappropriate or unnecessary changes to the attached CM/GC Contract. If the City determines in the exercise of its sole and absolute discretion that requested changes are

excessive, inappropriate or unnecessary, the City may terminate the negotiations and negotiate with another Proposer from among the remaining Proposers.

The initial scope of the CM/GC Contract will be limited to Preconstruction Phase Services only. These activities will include constructability review, value engineering and cost estimating relating to schematic design, design development and construction documents, as more fully described in Section 2.1. The Proposer will submit a final construction cost estimate at the end of each service phase for review and approval by the City and will work with the City and Stantec to reconcile any discrepancies. The reconciled estimate will constitute a price acceptable to the Proposer as a GMP for the work.

Acceptance or rejection of the construction cost estimate for the final construction documents will constitute completion of Preconstruction Phase Services. If Construction Phase Services are added to the CM/GC Contract through authorization of Early Work or acceptance of a GMP, an amendment to the CM/GC Contract will be executed. If an amendment is executed, a 100% performance bond and a 100% payment bond for the completion of the work under an Early Work Amendment, or GMP Amendment, as applicable will be required.

During the term of any CM/GC Contract resulting from this RFP, the Proposer shall maintain in force, the insurance required by the Contract Documents (see General Conditions and Supplemental General Conditions). A CM/GC Contract will not be executed, and the City will not issue a Notice to Proceed (Appendix 9.3, Exhibit 2, Section M.3), until acceptable proof of insurance coverage is received.

If the City chooses not to continue the CM/GC Contract beyond the completion of Preconstruction Phase Services activities, the Proposer's compensation shall be limited to the Preconstruction Phase Services for work completed up to the maximum not-to-exceed fee stated in the CM/GC Contract.

The Proposer and all subcontractors shall comply with the applicable provisions of Oregon Revised Statutes (ORS) 279C.800 through 279C.870 relative to Prevailing Wage Rates (PWR), and as provided in the General Conditions. The Bureau of Labor and Industry (BOLI) Prevailing Wage Rates applicable to this project will be identified at the time the initial set of construction specifications are made available and are incorporated into the first Early Work Amendment, or, if no Early Work Amendment occurs, then at the time of the GMP Amendment. Those rates will then apply throughout the project. However, as required by ORS 279C.836, before commencing work under the CM/GC Contract, the Proposer shall obtain and file the required public works bond and shall verify that its subcontractors have filed their public works bonds before allowing them to begin work on the project. The City shall pay the required PWR fee to the BOLI per administrative rules.

See Article 3.2.5 of the sample CM/GC Contract for further information about wage rate compliance, and the General Conditions, Sections C.1 and C.2 regarding wage rate compliance and payroll certification, and Section G.2.3 regarding requirements for a public works bond.

2.5 Term of Contract and Availability of Funds

In addition to the terms contained in Article 14 of the CM/GC contract (Appendix 9.3), any contract awarded pursuant to the RFP that has a term of more than one year will include a non-appropriation clause. Continuation or extension of the contract after the end of the fiscal period in which the contract takes effect shall be contingent upon a new appropriation for each succeeding fiscal period. If sufficient funds are not provided in future approved budgets of City (or from applicable federal, state, or other sources) to permit the City in the exercise of its reasonable administrative discretion to continue the contract, the City may terminate the contract without further liability by giving Proposer reasonable notice.

2.6 Business License/Taxpayer Id Number

A Proposer awarded a contract shall obtain a City business license, as required by Wilsonville Code Section 7.300, prior to beginning work under this contract and must pay all fees due under the Business License Law during the term of the contract.

A Proposer awarded a contract shall complete an Internal Revenue Service (IRS) Form W-9 for the City and provide the City with either the Proposer's Social Security Number or federal taxpayer ID number. Social Security Numbers provided pursuant to this requirement will be used for the administration of state, federal and local tax laws.

2.7 Nondiscrimination

In performing the work called for by this RFP, the Proposer shall comply with all federal, state and local civil rights and rehabilitation laws prohibiting discrimination because of race, sex, national origin, religion, age or disability, and shall comply with all applicable provisions of ORS 279C.500 through 279C.565.

SECTION 3: PROPOSAL PROCESS

3.1 Pre-Qualification of Proposers

The Proposer must be currently licensed by the Oregon Construction Contractors Board (CCB). The failure of a proposer to have a current, valid license issued by the CCB at the time the proposal is submitted will result in the City considering the proposal non-responsive.

3.2 Non-Mandatory Pre-Proposal Meeting

A non-mandatory pre-proposal meeting will be hosted by the City and Design Consultant at 1 p.m. on June 24, 2021. **Proposers must submit the following information to Mike Nacrelli, PE at mnacrelli@ci.wilsonville.or.us by 5 p.m. on June 18, 2021 to participate in this meeting.** Proposers will then receive a calendar invite for the meeting.

- Name
- Proposer Name
- Phone Number
- Email Address(es) (note: meeting invite will be sent to this address)
- Attendee Type (Prime, Subcontractor, Vendor, Professional Services)

3.3 Proposal Deadline and Submittal Information

Proposals will be received until 2 p.m. on July 8, 2021. Late or faxed transmitted proposals shall not be accepted. There will be no formal opening of the proposals.

3.4 Procurement Method

The City is conducting this RFP under authority of ORS 279C.335 and ORS 279C.337 to procure CM/GC services for the planning, design and construction of the project described above. On March 16, 2020, the Wilsonville City Council authorized the City to use the CM/GC contracting method based on findings adopted by the Contract Review Board in support of the City's request for an exemption from competitive bidding requirements. The City seeks proposals that will enable the City to determine which Proposer and solution will best meet the City's needs. The City expects that this RFP will result in a single contract with a single vendor for the preferred solution.

Although price is a consideration in determining the apparent successful Proposer, the intent of the RFP is to identify a proposal from a Proposer that has a level of specialized skill, knowledge and resources to perform the work described in the RFP. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Due to the nature of some of these tasks, the Proposer with the lowest priced proposal may not necessarily be awarded a contract. The City reserves the sole right to determine which proposal best serves the City's interests.

3.5 Selection Procedure and Timetable

The selection procedure is intended to evaluate the capabilities of interested Proposers to provide professional Preconstruction Phase Services and Construction Phase Services to the City for this project. The selection committee will evaluate the responses to the RFP. Based on this evaluation, the highest scoring Proposers will be selected for final consideration through optional interviews and/or further investigation of references.

Following any optional interview, the City will issue the Notice of Intent to Award to all Proposers of the highest ranked Proposer. The notice shall serve as notice to all Proposers that the City intends to negotiate and to make an award. The Notice of Intent to Award shall be posted on the City's website. Final award of the contract requires the approval of City Council.

The City reserves the right to modify this schedule at the City's discretion. Proper notification of changes will be made to all interested parties.

Event	Completion Date & Time
RFP Schedule	
Legal advertisement and release of RFP	June 14, 2021
Non-mandatory pre-proposal meeting	1 p.m. on June 24, 2021
Deadline for RFP protests or requests for changes	5 p.m. on July 2, 2021
Deadline for submission of questions	5 p.m. on July 2, 2021
Deadlines for submission of proposals	2 p.m. on July 8, 2021
Proposal Review Schedule	
Selection committee recommendation	July 16, 2021
Contract negotiation with top Proposer	July 16 - July 30, 2021
Award of CM/GC Contract by City Council	August 16, 2021
Commencement of Preconstruction Phase Services	August 30, 2021

3.6 Interpretations and Addenda

All questions regarding this project proposal shall be directed to Mike Nacrelli, PE, Project Manager, at mnacrelli@ci.wilsonville.or.us. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an addendum to all prospective proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City will extend the closing date.

Proposers are responsible for checking for addenda on www.questcdn.com by entering #7880578 in the Project search feature. Proposers should visit www.questcdn.com in order to register to receive e-mail notification of any addenda issued for this specific proposal document. Upon receipt of the e-mail notification, proposers are responsible to download the document.

Any addendum issued as a result of any change in the RFP must be acknowledged on the Signature Page (Section 7) to be submitted as part of any proposal.

Only questions answered by formal written addenda are binding. Oral and other interpretations or clarifications are without legal effect.

3.7 Protests

Address any protests via email to:

City of Wilsonville
Attn: Mike Nacrelli
mnacrelli@ci.wilsonville.or.us

with a copy to:
Ryan Adams, Assistant City Attorney
radams@ci.wilsonville.or.us

In subject line of email, state the following:

CM/GC Services for WRWTP Expansion / Upgrade: PROTEST

3.8 Specification/Term Protest

Ambiguities or problems with this RFP, its contract terms or specifications may be resolved by asking questions, seeking clarification, requesting changes or by filing a formal protest. Information provided below describes the appropriate process to pursue these options, should the need arise.

3.8.1 RFP Protest or Request for Change of Specifications or Terms

A Proposer who believes any proposal specifications or terms detailed in this RFP (including its addenda, if any) are unnecessarily restrictive or limit competition may submit a protest or request for change, in writing, to Mike Nacrelli, PE, Project Manager, at mnacrelli@ci.wilsonville.or.us. A request for change regarding the terms of this RFP may be submitted via email or facsimile. Any protest or request for change regarding the terms of this RFP shall include the reasons for the protest or request and shall detail any proposed changes to the specifications or terms. The City shall respond to any protest or request for change and, where appropriate, shall issue any revisions, substitutions, or clarification via addenda to all interested Proposers. To be considered, protests or requests for change regarding the terms of this RFP must be received by 5:00 p.m. on July 2, 2021 and properly mark whether it is a protest or request for change of specifications or terms. If a timely protest or request for change regarding the terms of this RFP is received, the proposal opening date may be extended, if necessary, to allow consideration of the protest or request for change and issuance of any necessary addenda to the proposal documents.

3.8.2 Exclusion Protest

Upon City's issuance of the notice of (a) Proposers to be interviewed or (b) Proposers invited to engage in discussion, a Proposer may protest its exclusion from the top tier as set forth in WCC 2.318. An Affected Proposer may protest, for any of the bases set forth in WCC 2.318 (1). Failure to so protest shall be considered the Proposer's failure to pursue an administrative remedy made available to the Proposer by the City.

3.9 Single Point of Contact

All questions or requests regarding the procurement process shall be directed to Mike Nacrelli, PE, Project Manager, at mnacrelli@ci.wilsonville.or.us. The RFP document may be reviewed upon request at the Wilsonville City Hall.

3.10 Project Manager

The Project Manager for WRWTP Expansion/Upgrade Project will be Mike Nacrelli, who can be reached by telephone at (503) 570-1540 or by email at: mnacrelli@ci.wilsonville.or.us

SECTION 4: PROPOSAL CONTENT AND FORMAT

Proposals must address all submission requirements set forth in this RFP and must describe how the services will be provided. Assume 8 ½ x 11-inch paper and single-spaced lines and a minimum 11-point font size. No particular form is required, and page limits are indicated below. In order to be considered for selection and possible contract, the proposal must be complete and include the following information. Joint proposals will not be accepted. Proposals that merely offer to provide services as stated in this RFP will be considered non-responsive.

In order to be considered for selection and possible contract, the proposal must be complete, in proper form (Section 4.1) and address all substantive requirements (Section 4.2). The City is not liable for any costs incurred by proposers in the preparation and presentation of their proposals.

4.1 Proposal Format and Administrative Requirements

The City's proposal format and administrative requirements are set out below. These are intended to facilitate the City's ability to quickly and accurately evaluate proposals. Failure to follow these format and administrative requirements may affect the scoring of proposals.

4.1.1 Cover Page

Include a one-page cover letter with the submitted proposal. The cover letter is not counted in the total page count. Include the following information:

- The RFP Title
- The name, title, address, telephone number, e-mail address of Proposer's primary contact person
- The date of submission
- Indicate unique features of the Proposer's team that make it suited to undertake the work

Proposers may include other information on the cover page in addition to the above information.

4.1.2 Table of Contents

Include a table of contents with the submitted proposal. All material items comprising the proposal should be clearly identified and easily located. The table on contents page is counted in the total page count.

4.1.3 Signature Page and Attestation of Compliance with Tax Laws

The proposer must sign and submit the Signature Page (Section 7) Attestation of Compliance with Tax Laws (Section 8). The submission and signing of the Signature Page indicate the intention of the Proposer to adhere to the provisions described in this RFP. Sections 7 and 8 do not count in the total page limit required in this solicitation.

4.1.4 Page Limit

There is 30-page limit on proposals submitted in response to this procurement. This page limit does not include the cover page, required signatory pages (Sections 7 and 8), Forms 1 and 3, the CM/GC Fee and Rate Proposal Form (Appendix 9.2) and associated rate attachments, divider pages, and résumés. If providing résumés, please include those at the end of the proposal.

4.1.5 Public Records, Trade Secrets and Confidential Information

All proposals and all protests shall become the property of the City and a public record, subject to public disclosure as provided under Oregon's Public Records Law. During the evaluation and selection process, City shall treat proposals as exempt from public inspection. The City shall treat all protests as exempt from public inspection until the protest is finally resolved or the period ends. After the selection process is completed and notice of intent to award a contract has issued, City shall treat proposals as open to public inspection, unless exempt from public inspection by provision of applicable state or federal law.

If it is necessary to submit trade secrets or other confidential information in order to comply with the terms and conditions of this RFP, Proposers shall label any information that it wishes to protect from disclosure to third parties as a trade secret under ORS 192.345(2). Each page containing the trade secret or other confidential information must be so marked **at the top of each page in bold**. If the trade secret or confidential information is only on a portion of a page, Proposers must so identify the trade secret or confidential information **at the top of each page in bold and list the section title that is to be marked a trade secret or confidential information**.

The City shall take reasonable measures to hold in confidence all such labeled information, but shall not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise and shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

In submitting a proposal, each Proposer agrees that the City may; (a) reveal any trade secret or other confidential materials contained in the proposal to City staff and to any outside consultant or third party who is hired by the City and (b) post the proposal on the City's intranet for purposes related to its evaluation and ranking. Furthermore, each Proposer agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Proposer has designated as a trade secret and/or as confidential information. Any Proposer that designates its entire proposal as a trade secret may be disqualified.

4.2 Substantive Requirements

The following information is requested to allow the City to evaluate Proposer responsibility and responsiveness to perform work described Section 2. If a contract is awarded, City shall award the contract to the responsible Proposer whose proposal it determines in writing to be the most advantageous to the City based on the evaluation process and evaluation factors described in Section 5 of this RFP, any applicable preferences described in ORS 279A.120 and 279A.125 and, when applicable, the outcome of any negotiations authorized by the RFP. Other factors may not be used in the evaluation.

4.2.1 Background and Experience (20 points)

Provide a narrative description of information identifying the Proposer's strengths and weaknesses along with special capabilities that are relevant to the Project. The Proposer shall address the following:

- Years in business
- Organizational and ownership structure
- Relationship to any parent, subsidiary or affiliated business entity
- Current number of employees
- Oregon CCB License Number
- General scope of services provided
- Principal areas of expertise
- Annual gross dollar value of construction projects in each of the last three years. Indicate percent of the value that was performed using the CM/GC delivery method.
- Provide a narrative description of Proposer's strength and weaknesses, along with special capabilities that Proposer has that may be appropriate to this Project.
- Provide Proposer's current experience modification rate (EMR) for workers' compensation insurance.
- List all construction disciplines Proposer would be capable of self-performing on this Project.
- Provide an overview of up to five (5) relevant CM/GC projects recently completed, including the following information:

- Brief description of the project
 - Brief description of the preconstruction services provided, if any
 - Original and final contract amount and number of change orders
 - Owner's reference name, along with the individual's contact information with current phone number
 - Architect's name and current telephone number, if applicable
 - Name and role of personnel proposed for this project that were involved in the past project
 - Location of the project and completion date
 - Originally scheduled and final completion dates
 - Any unusual project factors (e.g. Owner-initiated delays, additions to the work, etc.)
 - Total value of project claims that were litigated or arbitrated
- State whether Proposer is currently engaged, or has engaged, in the previous ten years, in arbitration, litigation, or other legal actions, either as plaintiff or defendant. State whether, during its last 10 years, Proposer has made a settlement (without specifying the amount), or has been ordered by a court or arbitrator to make a payment to a plaintiff or claimant, or has been found in violation of a regulatory statute which has resulted in a fine, disbarment, or other action by regulatory agencies (Note: Information agreed to be confidential need not be disclosed in the proposal).

4.2.2 Key Personnel (25 points)

Proposer shall address the following:

- Provide a list of names, primary office locations and roles of the key personnel to be committed to Preconstruction and Construction Phase Services of this project. Provide details and specific experience on why this staffing proposal represents an appropriately sized and skilled staff for the delivery of the Project including:
 - Identify the length of employment of Proposer's key personnel. If less than five years, provide prior work history going back at least five years.
 - The CM/GC process, including the role the key staff played in the preconstruction and construction phases of the prior work and any specific contributions
 - Projects of similar type, size and scope as the Project
 - Working under federal contracting code.
- Indicate the proposed staff time hours on each task during Preconstruction Phase Services. The staff time hours allocated for Preconstruction Phase Services shall be the basis for developing the Preconstruction Fee described in Section 4.2.5. If different personnel will be committed to different service phases (Preconstruction or Construction), note who will be assigned to which service phase.

4.2.3 Project Approach and Understanding (30 points)

Describe Proposer's approach for providing CM/GC services, as specified below. Note that the Project milestones are provided in Section 3.5.

Technical Expertise

- Describe how Proposer will integrate electrical expertise into preconstruction services.
- Describe Proposer's understanding of key technical challenges and approach to solutions.

Cost and Quality Control

- Identify the potential for cost saving or constructability ideas for the project.
- Describe how Proposer will manage the work to control costs and optimize savings during the Preconstruction and Construction Phases Services. Indicate both the cost and quality control mechanisms Proposer intends to use on the Project, and how Proposer will help keep the Project on budget throughout the design phase with minimal redesign. Discuss Proposer's experience implementing target value design principles and other collaborative budgeting methods.
- Describe significant challenges Proposer faced in previous projects that required special attention. For each project challenge identified, list specific actions Proposer took to mitigate the problem faced.
- Proposer's approach for managing price volatility and market conditions when providing cost estimates during the design phase without being unduly restrictive.
- Proposer's expectations for labor and materials availability on this Project. Describe how anticipated challenges with availability of labor or materials could be mitigated.

Project Schedule and Logistics

- Describe Proposer's typical approach to managing construction schedules and unforeseen circumstances or conditions. Describe Proposer's experience managing construction on constrained sites and Proposer's plan to minimize disruption on neighboring lots.
- Provide a preliminary schedule for the CM/GC work that identifies only major milestones and critical activities for the Project (a high level of detail is not expected). Include the following:
 - Timing to prepare cost estimates at key milestones
 - Timing to bid construction documents and finalize GMP
 - Estimated duration of construction and key milestones during construction
- Identify potential Maintenance of Plant Operations (MOPO) concerns and solutions
- Describe your approach for developing an effective MOPO plan and how the MOPO plan would be implemented in collaboration with WRWTP Operations staff

4.2.4 Proposed Fees (25 points)

Proposer shall identify their Preconstruction Fee, CM/GC Fee, General Conditions Work Fee and CM/GC Rates in the attached CM/GC Fee and Rates Proposal Form (Appendix 9.2) and provide any supporting narrative, as requested in the descriptions below. The numbers below correspond to the form numbers. The Preconstruction Fee, CM/GC Fee and General Conditions Work Fee activities correspond to those identified in the Cost Classification Matrix (Appendix 9.1). The City recognizes that not all Proposers classify costs in the same way. The Cost Classification Matrix is provided to ensure proposers submit consistent cost information, which will facilitate a fair and consistent evaluation of proposals. Points for this section will be awarded as described in Section 5.2.

1. **Preconstruction Fee:** Provide Proposer's Preconstruction Fee for the Project as a maximum not-to-exceed price. Cost of these services will be paid on a cost reimbursement basis up to the stated maximum. This fee is for the Preconstruction Phase Services described in Section 2.1.1 and specified in the CM/GC Contract in Article 6. A detailed activity list is provided in the Cost Classification Matrix (Appendix 9.1). Describe the services to be provided during Preconstruction Phase Services, including:
 - Key staff assignments, and approximate hours of effort associated with each task
 - Primary office location to complete these services
 - General plan for accomplishing the tasks

2. **CM/GC Fee:** Provide Proposer's CM/GC Fee as a percentage of the Estimated Cost of the Work for the project. The Estimated Cost of the Work include the Construction Phase Services described in Section 2.1.2 and specified in the CM/GC Contract in Article 8. It shall be assumed for proposal evaluation purposes that the Estimated Cost of Work is \$10.7 million. The CM/GC Fee generally includes the overhead and general expense costs required to support construction operations, as detailed in the Cost Classification Matrix (Appendix 9.1).
3. **General Conditions Work Fee:** Provide Proposer's General Conditions Work Fee for the Project as a maximum not-to exceed price. See Section 2.2 for the preliminary schedule for the Project. The General Conditions Work Fee generally includes costs not included in overhead for site management, material handling and project management, as detailed in the Cost Classification Matrix (Appendix 9.1).
4. **CM/GC Fixed Fee:** As shown in Appendix 9.2, the CM/GC Fixed Fee is a total of the CM/GC Fee (#2) and General Conditions Work Fee (#3) and excludes the Preconstruction Fee.

Rates:

Proposers shall provide the following rates in the CM/GC Fee and Rates Proposal Form (Appendix 9.2):

5. **Performance and Payment Bonding Rate:** Proposer's current bonding rate that will be assessed for the Project, stated as a percent of the GMP-
6. **General Liability Insurance Rate:** Proposer's general liability insurance rate, stated as a percent of the GMP.
7. **Builder's Risk Insurance Rate:** Proposer's builder's risk insurance rate, stated as a percent of the GMP for a 30-month period. Note that the City may elect to directly obtain Builder's Risk Insurance.
8. **Staff Hourly Rates** (submit for informational purposes only): Proposer's hourly rates of personnel to be assigned for the Project. Rates shall be all-inclusive expect for allowable reimbursable costs. Attach separately to form.

4.2.5 References – Not Scored

Proposer shall provide the names, addresses, and current phone numbers of:

- Three (3) owners
- Three (3) engineers
- Three (3) subcontractors

These references should be from projects that have some relevance to the projects identified in this solicitation, particularly to CM/GC projects. Include references for projects that represent the work performed by the key personnel being proposed for the Project. City may check with these references and/or may check with other references associated with past work of Proposer. This section will not be scored, but the information obtained from reference checks will be used in and may affect the evaluation of the scored criteria. References will be contacted after the initial ranking of proposals, in conjunction with evaluation of short-listed Proposers. See Section 5.4 below for additional information about reference checks.

SECTION 5: PROPOSAL EVALUATION AND CONTRACT AWARD

5.1 Selection Committee

A selection committee of City staff and outside consultants with relevant expertise in the subject matter of this solicitation will review submitted proposals to evaluate the capabilities of interested Proposers to provide professional preconstruction and construction services to the City for the Project. Selection committee members will evaluate the proposals to determine which one best meets the needs of the City. The procurement will be conducted in accordance with the model rules the Attorney General adopts under ORS 279A.065(3).

5.2 Evaluation Criteria

The City will select Proposer based on the evaluation of the written proposals and any interviews it conducts. The City may elect to interview all Proposers or only the highest-ranked Proposers. The City reserves the right to select Proposer based only on the evaluation of the written proposals and not conduct any interviews. Written proposals and interviews will be evaluated based on the following criteria. Award will be made to the highest ranked Proposer.

1. Background and Experience – **(20 points)**
2. Key Personnel – **(25 points)**
3. Project Approach and Understanding – **(30 points)**
4. Proposed Fees **(25 points)**
5. References **(Not Scored)**

Total Maximum of 100 Points

For scoring of the Proposed Fees (i.e., Preconstruction Fee, CM/GC Fee, General Conditions Work Fee, and Rates), the lowest-priced proposal for the combined total sum of costs over all categories will receive the maximum points available. If two or more proposals have the exact same lowest price, then they all receive the maximum points. For Rates, the percentages will be used to determine costs based on the assumed Cost of Work, and the Staff Hourly Rates will be used for informational purposes only.

Points will be based on the following formula:

(Lowest submitted fee / Proposal cost being scored) X (Maximum points available) = Pro-Rated Score (Rounded to the nearest tenth. For example – 23.3)

As an example, 25 points is the maximum to be awarded for price, and the lowest-priced proposal is \$10,000 and the proposal being scored is \$14,000, the \$14,000 proposal would receive 17.9 points based on the following calculation:

$(\$10,000/\$14,000) \times 25 \text{ points} = 17.9 \text{ points}$

5.3 Selection Process

The proposal packages will be evaluated as follows:

1. Review for inclusion of all elements specified in Proposal Content and Format in Section 4. Any proposals that do not include all required elements may be rejected.
2. The selection committee will evaluate all responsive proposals using the criteria specified in Section 5.2 to rank and determine the top tier of responsible Proposers whose proposals appear to best meet the requirements of the City. Interviewing is optional and the Selection committee may make the selection from written proposals received.

3. If interviews are desired by the City, the City will select the top tier for the interview consisting of two (2) to three (3) Proposers.
4. The top-tier Proposers may be invited to give a presentation and interview with the selection committee. The presentation and interview will provide an opportunity to clarify or elaborate on the proposal but will not provide an opportunity to change any fee amount originally proposed. **Proposer interviews are tentatively scheduled for the week of July 12, 2021** and will be conducted via video conference. The City will finalize the schedule and time of these presentations and interviews and notify the selected Proposers.
5. Following any presentation and interview, the selection committee will score Proposers interviews against the criteria specified in Section 5.2. The points from the first evaluation will not be added to or otherwise made a factor in the second evaluation.
6. The Proposer who receives the highest point total following any presentation and interview will be considered the highest ranked Proposer. Award will be made to the highest ranked Proposer.

5.4 Investigation of References

The City may investigate the qualifications of a Proposer, including but not limited to: successful performance of similar services; compliance with specifications and contractual obligations; its completion or delivery of services on schedule; and its lawful payment of suppliers, subcontractors, and workers. The City may request references in addition to those provided by the Proposer, may investigate any references whether or not furnished by the Proposer, and may investigate the past performance of any Proposer. Reference checks may be done by any reasonable method, including an in-person interview, telephone interview or written questionnaire. Reference checks will be used in and may affect the evaluation of the scored criteria. References will be contacted after the initial ranking of proposals, in conjunction with evaluation of short-listed Proposers.

5.5 Responsiveness and Responsible Determination

As a condition to be awarded a contract, a proposal must be responsive, and a Proposer must meet the responsible Proposer requirements identified in ORS 279C.375 and Wilsonville City Code (WCC) 2.318.

5.5.1 Responsiveness

To be considered responsive, the proposal shall substantially comply with all requirements of the RFP and all prescribed public solicitation procedures. In making such evaluation, City may waive informalities and irregularities.

5.5.2 Responsibility

Prior to award of a contract, the City intends to evaluate whether the apparent successful Proposer meets the applicable standards of responsibility identified in ORS 279C.375. In addition, prior to award of a contract, the apparent successful Proposer must be duly licensed and registered as may be required by federal, state and local governments to provide the services described in Section 2. Submission of a signed proposal constitutes approval for City to obtain any information City deems necessary to conduct the responsibility evaluation. City shall notify the apparent successful Proposer in writing of any other documentation required. In conducting its responsibility evaluation, City may request information in addition to that already required in the RFP to the extent City, in its sole discretion, considers it necessary or advisable. City may postpone the award of the contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. The City may provide the apparent successful Proposer a reasonable opportunity to correct any licensing or registration deficiencies, so long as the opportunity does not unduly burden the City. Failure of the apparent successful Proposer to demonstrate responsibility, as required under ORS 279C.375, shall render the Proposer non-responsible and constitute grounds for offer rejection..

5.6 Contract Award and Related Procedures

The City generally issues a Notice of Intent to Award in advance of the actual award of a contract procured through a RFP.

5.6.1 Award Consideration

Whether to award a contract shall be determined by City in its sole and absolute discretion to be in its best interest. City reserves the right to withdraw any and/or all items from award consideration.

5.6.2 Award Recommendation

The Notice of Intent to Award shall be the City's recommendation contained in the agenda item published in the City's Council agenda. Agendas for City Council meetings are posted on the City website at: <https://www.ci.wilsonville.or.us/meetings>. The decision by the City Council to award the contract shall constitute the final decision of the City to award the contract. Non-select proposers who wish to meet with the City in accordance with ORS 279C.337(2)(i)(D) may, upon request, do so by phone or videoconference on or about August 3, 2021.

5.6.3 Insurance Certification

The apparent successful Proposer shall provide the City all required proofs of insurance related to Preconstruction Phase Services within ten (10) calendar days of the issuance of the Notice of Intent to Award. Failure to present the required documents within the ten (10)-calendar-day period may result in proposal rejection or delay of award of contract. Proposers are encouraged to consult their insurance agent(s) about the insurance requirements contained in the RFP prior to proposal submission.

5.7 Reservation of Rights

City reserves all rights regarding the RFP, including, without limitation, the right to:

1. Seek clarification of a Proposer's proposal and obtain additional information to properly evaluate a proposal;
2. Amend, delay or cancel the RFP without liability if City finds it is in the best interest of the City to do so (see generally ORS 279B.100);
3. Reject any or all proposals received upon finding that it is in the best interest of the City to do so (see generally ORS 279B.100);
4. Waive any minor informality or non-conformance with the provisions or procedures of the RFP;
5. Reject any proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
6. Negotiate a statement of work based on the scope of work described in this RFP and to negotiate separately in any manner necessary to serve the best interest of the public;
7. Amend any contract resulting from this RFP; and
8. Engage other vendors or consultants to provide or perform the same or similar goods or services as those described in this RFP.

SECTION 6: ATTACHMENTS
ATTACHMENT A: SUBCONTRACTOR DISCLOSURE FORM 1

Company Name: _____ **Project Name:** _____

LIST ALL SUBCONTRACTORS

ALL SUBCONTRACTORS (Use the Subcontractors complete legal name)	DESCRIPTION OR SCOPE OF WORK (TYPE OF WORK TO BE PERFORMED)	DOLLAR VALUE OF SUBCONTRACT
Name _____ Address _____ City/St/Zip _____ Phone _____		
Name _____ Address _____ City/St/Zip _____ Phone _____		
Name _____ Address _____ City/St/Zip _____ Phone _____		
Name _____ Address _____ City/St/Zip _____ Phone _____		

ATTACHMENT B: CONFIDENTIALITY AGREEMENT

**CONFIDENTIALITY AGREEMENT
BETWEEN CITY OF WILSONVILLE AND PRIVATE ENTITY
PROJECT: WRWTP Expansion/Upgrade Project, CIP #1144**

RECIPIENT: _____

CITY: City of Wilsonville
29799 SW Town Center Loop East
Wilsonville, OR 97070

EFFECTIVE DATE: _____

1. DEFINITION OF CONFIDENTIAL INFORMATION. Records and information in any medium that are disclosed by the City to Recipient, its authorized officers, agents, employees, subcontractors, and representatives in connection with the Recipient’s request for utility information for project design purposes, including: (1) the location of the City’s water infrastructure; (2) security measures taken, recommended or considered to protect buildings, infrastructure, or other property used or owned by the City related to its water infrastructure; (3) records that, if disclosed to the public, would allow a person (a) to gain unauthorized access to buildings, infrastructure, or other property used or owned by the City or (b) identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by the City; (4) any records exempt from public records law; and (5) any other information that should reasonably be recognized as confidential information by Recipient. Confidential Information does not include information that: (1) is or becomes available to the public by a means other than the disclosure of information by Recipient or its representative, in violation of the terms of this Agreement; (2) was or is independently developed by Recipient without the use of any Confidential Information and not in violation of the terms of this Agreement; or (3) is or becomes available to the Recipient from a source other than the City, provided that the source of the information is not bound by a confidentiality agreement with the City or otherwise prohibited from transmitting the information to Recipient by a contractual, legal, or fiduciary obligation owed to the City.

2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. Recipient will not disclose, publish or disseminate Confidential Information to anyone other than those of its employees, consultants, contractors and subcontractors with a need to know the Confidential Information due to the contemplated business relationship between Recipient and the City. Recipient agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of Confidential Information. Recipient agrees to accept Confidential Information for the sole purpose of evaluating and preparing project plans, identifying potential conflicts with existing systems, and proposing possible resolutions to conflicts. Recipient agrees to use Confidential Information only for project design purposes unless it obtains prior written approval of an authorized representative of City to use the Confidential Information for another purpose.

3. NO LICENSE; NON-WAIVER OF CONFIDENTIALITY. All Confidential Information remains the property of City and no license or other right to Confidential Information is granted or implied by this Agreement. If the City does not specifically identify information as Confidential Information, the lack of identification is not an acknowledgement or admission by the City that the information is not confidential, and it is not a waiver by the City of any of its rights regarding the information.

///

4. **DESTRUCTION OR RETURN OF DOCUMENTS; REQUESTS FOR DOCUMENTS.** After completion of the project and expiration of any required retention period, Recipient will destroy all copies of Confidential Information, in any medium, digital or otherwise, or return all copies to the City Engineer, including but not limited to documentation, notes, plans, mapping data and records, drawings, derivative information, summaries, and any copies. If Recipient is required to retain the Confidential Information by any applicable law, rule or regulation, or document retention policy, Recipient may retain one copy of the Confidential Information until it can be destroyed.

5. **INDEMNIFICATION.** Recipient shall indemnify the City against any and all claims, costs, damages, lawsuits, losses, or liabilities of any kind or nature (together "Claims"), including all expenses of investigating and defending against Claims, including reasonable attorneys' fees and costs at trial and on appeal, that arise from, or are connected to, any disclosure of Confidential Information by Recipient.

6. **TERM OF AGREEMENT; SURVIVAL.** Recipient's duty to protect against the disclosure of Confidential Information the City provides to Recipient shall survive termination of this Agreement and bind Recipient in perpetuity.

7. **NO FUTURE OBLIGATIONS.** This Agreement does not obligate the parties to enter into further agreements or any other potential relationship or transaction.

8. **EQUITABLE RELIEF.** Recipient acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to City that may be difficult to ascertain. Therefore, Recipient agrees that City will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement with respect to Confidential Information disclosed to Recipient and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by a written amendment signed by authorized representatives of both parties.

10. **GOVERNING LAW; VENUE.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, excluding that body of Oregon law concerning conflicts of law. Any claim, action, or suit arising from this Agreement shall be brought and conducted in Circuit Court of Clackamas County, Oregon, or, if the claim must be brought in a federal forum, in the United States District Court for the District of Oregon.

This Agreement is understood and agreed to by the duly authorized representatives of the parties that sign below.

Recipient

By: _____

Date: _____

Printed Name and Title:

SECTION 7: SIGNATURE PAGE

[FILL OUT AND SUBMIT THIS PAGE WITH YOUR PROPOSAL]

This page must be signed with the full name and address of the Proposer submitting the response; if a partnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

The undersigned verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that information provided in response to this Request for Proposal Solicitation #3675-20B is accurate.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications have been received and duly considered and that all cost adjustments associated with the addenda are reflected in this proposal.

Addendum No(s) _____ Acknowledged? YES / NO

Resident Proposer as defined in ORS 279A.120 (1)?* YES / NO

Proposers certify non-discrimination in accordance with ORS 279A.110(4). YES / NO

Proposer makes this proposal to furnish goods and services at the price(s) indicated in this proposal in fulfillment of the requirements and specifications of the City as stated in the Request for Proposal.

Signature of Authorized Official

Date

Printed Name

Telephone Number (with area code)

Title

E-mail Address

Firm

City of Wilsonville Business License No.

Address

*"Resident Proposer" means a Proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the proposal whether the Proposer is a resident Proposer.

SECTION 8: ATTESTATION OF COMPLIANCE WITH TAX LAWS

[COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID OR PROPOSAL]

I, _____, representing _____
Insert printed name Insert name of firm

(Bidder/Proposer), attest that:

1. I am an authorized agent of Bidder/Proposer, and I have full authority from Bidder/Proposer to submit this attestation and accept the responsibilities stated below.
2. I have knowledge regarding payment of taxes of Bidder/Proposer, and to the best of my knowledge, Bidder/Proposer is not in violation of any Oregon tax laws, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
3. Bidder/Proposer shall provide written notice to City within two business days of any change to its compliance with tax laws.

Authorized Agent Signature

Date

SECTION 9: APPENDICES

See following pages

APPENDIX 9.1 Cost Classification Matrix

(Any conflict between this Cost Classification Matrix and the CM/GC Contract is resolved in favor of the contract, within the sole discretion of the City.)

	Cost Classification Matrix	Preconstruction Fee	CM/GC Fee	General Conditions	Cost of Work	By City	By Design Professional	Not In Contract
A.	PROJECT MANAGEMENT							
1	Architectural Consultant Selection						X	
2	Civil Consultant Selection					X		
3	Structural Consultant Selection						X	
4	Mechanical Consultant Selection						X	
5	Electrical Consultant Selection					X		
6	Special Consultant Selection					X		
7	Review Design Concepts	X					X	
8	Develop Bid Packages	X					X	
9	Site Use Recommendations	X					X	
10	Material Selection Recommendations	X					X	
11	Building Systems Recommendations	X					X	
12	Building Equipment Recommendations (Movable)	X				X	X	
13	Building Equipment Recommendations (Fixed)	X				X	X	
14	Coordinate City-Supplied Fixed Equipment	X				X	X	
15	Coordinate City-Supplied Movable Equipment	X				X	X	
16	Construction Feasibility Recommendations	X	X					
17	Construction Scheduling Recommendations	X						
18	Life Cycle Costing Analysis	X						
19	Informal Value Engineering	X						
20	Formal Value Engineering							X
21	Energy Use Analysis & Recommendations					X	X	
22	Labor Availability Review (Subcontractors)	X						
23	Material Availability Review	X						
24	Equipment Availability Review	X						
25	Subcontractor Availability Review	X						
26	Construction Logistical & Execution Plan	X						

	Cost Classification Matrix	Preconstruction Fee	CM/GC Fee	General Conditions	Cost of Work	By City	By Design Professional	Not In Contract
B.	PROJECT COST CONTROL							
1	Total Project Cost Budget					X		
2	Construction Cost Budget	X		X		X		
3	Design Development Cost Estimates	X					X	
4	Design Development Cost Estimate Review	X					X	
5	Guaranteed Maximum Price Cost Estimate	X						
6	GMP Proposal	X						
7	Bid Package Estimates	X						
8	Construction Cash Flow Projections (Monthly)	X		X				
9	Material Surveys & Trade Contractor Estimates	X						
10	Set-Up Cost Accounting			X				
11	Set-Up Reporting Methods			X				
12	Set-Up Payment Procedure			X		X		
13	Set-Up Change Order Procedure			X		X		
14	Prepare Change Order Cost Estimates			X				
15	Verify Correctness of Quantities & Prices of All COs			X		X	X	
16	Continued Project Cost Monitoring			X				
C.	PROJECT SCHEDULING							
1	Preconstruction Activity Schedule (Bar Chart)	X						
2	Construction Activity Schedule (CPM Set-Up)	X						
3	Construction Activity Schedule w/ Milestones (CPM Updates)			X				
4	Shop Drawing & Submittal Schedule / Procedure			X				
5	Mock-Up Schedule & Procedure			X				
6	Short-Interval Schedules			X				
7	Occupancy Schedules							X
D.	SUBCONTRACTOR SELECTION / PURCHASING							
1	Set Prequalification Criteria	X						
2	Recommend Subcontractor Selection Methods	X						

	Cost Classification Matrix	Preconstruction Fee	CM/GC Fee	General Conditions	Cost of Work	By City	By Design Professional	Not In Contract
3	Recommend Subcontractor Award Methods	X						
4	Develop Subcontractor Interest	X						
5	Prepare Bidding Schedules	X						
6	Issue Plans, Specifications & Addenda	X						
7	Receive Bids	X						
8	Analyze Bids	X						
9	Recommend Award	X						
10	Determine Local Manpower Availability	X						
11	Prepare Subcontracts & Supplier Contracts			X				
12	Prepare Change Orders			X				
13	Verify Correctness of Quantities & Prices of All CO's			X		X	X	
14	Coordinate City-Supplied Fixed Equipment			X		X	X	
E.	CONTRACT DOCUMENT COORDINATION							
1	Constructability Review & Recommendations	X						
2	Identifying Need For Temporary Facilities	X						
3	Review For Inclusion of All Work	X						
4	Review For Adequately Phased Construction	X						
5	Identify Long-Lead Items	X						
6	Identify Commodity Shortages	X						
7	Review For Installation of City Supplied Fixed Equip	X						
8	Apply For Building Permits	X				X	X	
9	Obtain Building Permits	X				X	X	
10	Tenant Notifications as required							X
F.	GENERAL CONTRACTOR OFF-SITE STAFF & SERVICES							
1	Corporate Executives	X		X				
2	Principal In Charge	X		X				
3	Project Executive	X		X				
4	Operations Manager	X		X				

	Cost Classification Matrix	Preconstruction Fee	CM/GC Fee	General Conditions	Cost of Work	By City	By Design Professional	Not In Contract
5	Construction Manager	X		X				
6	Project Manager	X		X				
7	Project Engineer	X		X				
8	Mechanical & Electrical Coordinator	X		X				
9	Safety Manager / Field Audit	X		X				
10	EEO Officer	X		X				
11	Human Resources	X	X					
12	Secretarial	X		X				
13	Project Estimating	X		X				
14	Project Accounting			X				
15	Project Data Processing			X				
16	Project Scheduling	X		X				
17	Project Purchasing			X				
G.	GENERAL CONTRACTOR ON-SITE STAFF & SERVICES							
1	Project Manager(s)			X				
2	Project Superintendent(s)			X				
3	Assistant Superintendent(s) (as required)			X				
4	Project Engineer(s) (as required)			X				
5	Field Engineer(s) (as required)			X				
6	Mechanical & Electrical Coordinator(s) (as required)			X				
7	Quality Control Engineer (As Required)			X				
8	Project Assistant / Clerk / Typist (As Required)			X				
9	Safety Engineer (As Required)			X				
10	Field Accounting (as required)			X				
11	Data Processing (as required)			X				
12	Field Engineering & Layout				X			
13	Registered Surveyor (As Required)				X			
H.	QUALITY CONTROL / WARRANTY							
1	Implement & Submit Construction Quality Control Plan	X						
2	Quality Control Responsibility		X					
3	Quality Control Inspection Responsibility		X					

	Cost Classification Matrix	Preconstruction Fee	CM/GC Fee	General Conditions	Cost of Work	By City	By Design Professional	Not In Contract
4	Special Inspection Consultants					X		
5	Special Testing Consultants					X		
6	Concrete Testing					X		
7	Masonry Testing					X		
8	Compaction Testing					X		
9	Welding Testing					X		
10	Soils Investigations / Geotechnical Reports						X	
11	Environmental Testing				X			
12	Environmental Inspection				X			
13	Environmental Cleanup Coordination / Govt Document							X
14	Special Testing Services					X		
15	Project Progress Photographs			X				
16	Warranty Inspections Coordination			X				
17	Air & Water Balancing				X			
18	Operator On-Site Training				X			
19	Prepare Operation Manuals				X			
20	Prepare Maintenance Manuals				X			
21	Prepare Preventive Maintenance Manual				X			
22	Drug Testing & Screening (Field Personnel)			X				
23	Warranty Inspections Coordination			X				
24	Warranty Service Cost Reserves			X				
25	Prepare Punch List(s)			X			X	
26	Approve Punch List(s)			X		X	X	
	I. TEMPORARY FACILITIES							
1	Temporary Field Office Facility			X				
2	Field Office Furniture & Equipment			X				
3	Field Office Copier(s)			X				
4	Field Office Fax Machine(s)			X				
5	Field Office Computer(s) & Software			X				
6	Field Office Supplies			X				
7	CM/GC's Storage Trailers / Sheds				X			
8	Field Office Equipment Maintenance & Repairs			X				
9	Consultant / Engineer Temporary Office				X			
10	Project Sign					X		

	Cost Classification Matrix	Preconstruction Fee	CM/GC Fee	General Conditions	Cost of Work	By City	By Design Professional	Not In Contract
11	Directional / Warning Signs				X			
12	Bulletin Boards			X				
13	Potable Drinking Water / Ice / Cups			X				
14	Temporary Toilets / Sanitary Sewer				X			
15	Temporary Construction Fencing				X			
16	Barricades				X			
17	Covered Walkways				X			
18	Safety Equipment				X			
19	First Aid Station & Supplies				X			
20	Handrails / Toe Boards / Opening Protection				X			
21	Safety Nets				X			
22	Temporary Stairs				X			
23	Fire Extinguishers				X			
24	Flagman / Traffic Control				X			
25	Job Hauling Charges				X			
J.	TEMPORARY UTILITIES							
1	Temp Telephone Install Equipment & Monthly Fee			X				
2	Telephone Expense (Long Distance Charges)			X				
3	Telephone Expense (Internet Charges)			X				
4	Cellular Phone Charges			X				
5	Temporary Electrical Service / Distribution				X			
6	Temporary Electrical Wiring & Lighting				X			
7	Light bulbs & Temp Electrical Maintenance				X			
8	Electrical Power Consumption Expense				X			
9	Temporary Water Service / Distribution				X			
10	Temporary Water Consumption Expense				X			
11	Temporary Gas Service / Distribution				X			
12	Temporary Gas Service Consumption Expense				X			
13	Temporary Heating Service (Permanent System)				X			
K.	CLEAN-UP							

	Cost Classification Matrix	Preconstruction Fee	CM/GC Fee	General Conditions	Cost of Work	By City	By Design Professional	Not In Contract
1	Daily Clean-Up				X			
2	Final Clean-Up				X			
3	Final Glass Cleaning				X			
4	Debris Hauling/Removal				X			
5	Trash Chutes				X			
6	Trash Dumpsters				X			
7	Dump Permits & Fees				X			
8	Dust Control				X			
L.	WEATHER PROTECTION / TEMPORARY HEATING							
1	Temp Enclosures (Buildings)				X			
2	Temp Weather Protection for Sub Trades				X			
3	Temp Heating for Sub Trades				X			
4	Temp Field Office Heating Energy Cost			X				
5	Fuel Cost for Heating (Permanent Heat System)							X
6	Permanent Heat System Filter Replacement				X			
7	Maintenance Cost (Permanent Heat System)				X			
8	Warranty Cost (Permanent Heat System)				X			
M.	ON-SITE EQUIPMENT / HOISTING							
1	Automobile(s) & Fuel			X				
2	Pick-Up Truck(s) & Fuel			X				
3	Tires & Maintenance Cost for CM/GC Equipment				X			
4	Hoisting Equipment & Fuel				X			
5	Mobile Crane(s)				X			
6	Material/Personnel Hoist(s)				X			
7	Crane & Hoist Operator(s)				X			
8	2-Way Radio Equipment			X				
N.	SMALL TOOLS & EXPENDABLE SUPPLIES							
1	Small Tools (CM/GC's Only)				X			

	Cost Classification Matrix	Preconstruction Fee	CM/GC Fee	General Conditions	Cost of Work	By City	By Design Professional	Not In Contract
2	Expendable Supplies (CM/GC's Only)				X			
O.	LEED CERTIFICATION							
1	Participate in LEED Design Charrette (4-5 hr. meeting)							X
2	Attend Regular LEED Update Meetings Throughout Design and Construction							X
3	Attend Contractor Training Session with LEED Consultant							X
4	Create and Enforce Stormwater Management Plan							X
5	Create and enforce Construction Waste Management Plan							X
6	Create and Enforce Indoor Air Quality Management Plan							X
7	Participate in Commissioning Effort							X
8	Assist In Providing Documentation Required to Secure Financial Incentives							X
9	Coordinate Site Visit By Program Representatives at Project Completion							X
10	Maintain Materials Calculator for the Project							X
11	Conduct Building Flush-Out Prior to Occupancy (If Owner Elects to Pursue)							X
P.	DOCUMENT REPRODUCTION & PRINTING	X						
1	Cost Study Drawings & Specifications	X		X				
2	Bid Package Drawings & Specifications	X		X				
3	Construction Drawings & Specifications	X		X				
4	Subcontractor / Supplier Prequalification Forms	X						
5	Bidding Instructions	X						
6	Postage & Express Delivery Costs	X		X				
7	Subcontract & Supplier Contract Agreement Forms	X		X				
8	Shop Drawing Reproduction			X				
9	Printing & Duplication Expense (Miscellaneous)	X		X				
10	As-Built Documents (Mark-ups & Recording)			X				

	Cost Classification Matrix	Preconstruction Fee	CM/GC Fee	General Conditions	Cost of Work	By City	By Design Professional	Not In Contract
11	As-Built Documents (Computer Aided Drafting)				X			
12	As-Built Documents (Printing)				X			
13	Maintenance Manuals (From Subs)				X			
14	Operation Manuals (From Subs)				X			
15	Estimating Forms	X		X				
16	Schedule Report Forms	X		X				
17	Accounting Forms	X		X				
18	Field Reporting Forms			X				
19	Cost Reporting Forms			X				
20	Special Forms	X		X				
21	Take Pictures Throughout Construction to Document Compliance with Stormwater Management Plan				X			
22	Collect Documentation from Waste Hauler Throughout Construction to Document Threshold of Recycled Materials				X			
23	Take Pictures Throughout Construction of Stored Materials on Site to Document Compliance with Indoor Air Quality Management Plan				X			
24	Ensure Ductwork Openings Remain Sealed Throughout Construction To Prevent Contamination.				X			
25	Collect Backup Documentation from Subcontractors to Validate Percentages of Recycled Content and Locally Manufactured Materials				X			
26	Collect Backup Documentation From Subcontractors to Validate Low-Emitting Materials (E.g., Paints, Adhesives, Composite Woods)				X			
Q.	INSURANCE & BONDS							
1	Builder's Risk/Installation Floater Insurance			X	X			
2	Builder's Risk/Installation Floater Deductible			X	X			
3	Special Insurance - Machinery & Equipment (project specific)				X			
4	General Liability Insurance (project specific)				X			

	Cost Classification Matrix	Preconstruction Fee	CM/GC Fee	General Conditions	Cost of Work	By City	By Design Professional	Not In Contract
5	Umbrella Liability Insurance (project specific)				X			
6	Excess Liability Insurance (project specific)				X			
7	Completed Products Insurance (project specific)				X			
8	Professional Liability Insurance	X						
9	Workers' Compensation Insurance (CM/GC's Only)	X			X			
10	FICA / Medicare Insurance (CM/GC's Only)	X			X			
11	Federal Unemployment Insurance (CM/GC's Only)	X			X			
12	State Unemployment Insurance (CM/GC's Only)	X			X			
13	Performance Bond				X			
14	Payment Bond				X			
15	Subcontractor & Supplier Bonds (if Owner approves)				X			
16	Pollution Liability Insurance (project specific)				X			
R.	PERMITS & FEES (Coordination by CM/GC during Preconstruction, Fees paid by City)							
1	Foundation Permit	X				X		
2	Superstructure Permit	X				X		
3	Building Permit (General)	X				X		
4	Mechanical Building Permit	X				X		
5	Electrical Building Permit	X				X		
6	Plan Check Fees	X				X		
7	Street Use Permit	X				X		
8	Curb & Gutter Permit	X				X		
9	Sidewalk Permit	X				X		
10	Landscape Permit	X				X		
11	Street / Curb Design Charge	X				X		
12	Sign Permits	X				X		
13	Site Drainage Study					X		
14	Site Drainage Permit					X		
15	Utility Development Fees					X		
16	Plant Investment Fees					X		
17	Electrical Primary Construction Fee					X		
18	Water Service Construction Fee					X		
19	Gas Service Construction Fee					X		
20	Water Tap (Inspection) Fee					X		

	Cost Classification Matrix	Preconstruction Fee	CM/GC Fee	General Conditions	Cost of Work	By City	By Design Professional	Not In Contract
21	Sanitary Tap (Inspection) Fee					X		
22	Storm Tap (Inspection) Fee					X		
23	Special Tap Fees					X		
24	Contractor's Licenses		X		X			
25	Zoning Fees					X		
26	Construction Equip Licenses				X			
27	Construction Equip Permits				X			
S.	OTHER COSTS							
1	Sales, Use and Gross Receipts Taxes				X			
2	Construction Labor Costs				X			
3	Construction Material Costs				X			
4	Construction Equipment Costs				X			
5	Cost of Design & Engineering					X		
6	A/E Cost for Bid Packages					X		
7	Preliminary Soils Investigation						X	
8	Title / Development Cost							X
9	Land Costs							X
10	Financing / Interest Cost					X		
11	Interim Financing Costs					X		
12	Building Operation After Move-In							X
13	Building Maintenance After Move-In							X
14	FF&E Coordination Services		X			X	X	
15	City Moving Transition Manual					X		
16	City Moving Costs					X		
17	GMP Financial Responsibilities		X			X		
18	Guaranteed Maximum Price Proposal	X						
19	Weekly Project Team & Subcontractor Meetings			X				
20	Weekly Project Meeting Minutes & Distribution			X				
21	CM/GC Overhead Cost		X					
22	CM/GC Profit & Margin		X					

REQUEST FOR PROPOSALS | CIP-1144 | JULY 12, 2021



CM/GC Services

Willamette River Water Treatment Plant (WRWTP) Expansion/Upgrade Project

ELECTRONIC

SUBMITTED BY:

Kiewit Infrastructure West Co.
10220 SW Greenburg Road, Suite 350
Portland, OR 97223

SUBMITTED TO:

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



ELECTRONIC

WRWTP Expansion/Upgrade Project



4.1.1 Cover Page



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

Date of Submission: July 12, 2021

RE: RFP – CM/GC Services for WRWTP Expansion/Upgrade Project

Mr. Nacrelli and Members of the Selection Committee:

To maximize the value of the Construction Manager/General Contractor (CM/GC) contracting vehicle for the WRWTP Expansion Upgrade Project (Project), the City of Wilsonville (Owner) require a team with expertise collaborating to solve challenges and minimize operational impacts to the plant. **Kiewit Infrastructure West Co. (Kiewit) is the right CM/GC.** Not only is Kiewit highly skilled at building similar projects, we have staffed our team with hand-picked Kiewit professionals with success on similar CM/GC and specifically previous experience working on this Project site. Our team has the alternative delivery experience you need, and they are dedicated to working with your program management staff, design team, operations staff, and stakeholders to build a signature WRWTP Expansion Upgrade Project.

This is an important project to us. The size, technical complexity, and required coordination with various stakeholders is Kiewit's preferred type of work. In the last year, Kiewit completed \$350m in revenue on over 40 CMGC projects. **In the past five years Kiewit completed 284 projects of which 204 were valued under \$20M.**

We are dedicated to working collaboratively with your program management staff, design team, operations staff, and stakeholders. As a team, we:

- **Maximize benefits of CM/GC.** With an extensive knowledge of the preconstruction process, we have built tools for tracking value engineering benefits, estimating, and scheduling deliverables that provide detail and transparency. These systems can be refined and customized to your needs and implemented from the start.
- **Understand the importance of uninterrupted plant operations and extensive knowledge of the Maintenance of Plant Operations (MOPO) requirements.** Working together, we will develop a detailed sequence of work based on technical solutions that recognize critical components, step-by-step procedures, and redundant protections. An analytical, engineered, well-planned, and communicated approach will be applied to all scopes to ensure no interruptions to plant operations.
- **Current presence at the plant on this Project site.** Many of the proposed key personnel, along with our electrical subcontractor **Christenson Electrical Inc.**, are currently on-site and working collaboratively with plant operations staff. We have gained extensive knowledge of the plant processes and hope to continue these partnerships on your Project.

Our primary contact person for this Project is Mark Bertolero who has over 23 years of experience in the water industry including construction of new facilities, rehabilitation of existing plants, and seismic retrofits.

We look forward to joining your team and delivering a successful project. Should you have any questions during your review of our proposal, please contact Mark Bertolero directly at (408) 910-5437 or mark.bertolero@kiewit.com.

Sincerely,

Kiewit Infrastructure West Co.

Eric M. Scott, Senior Vice President

PRIMARY CONTACT PERSON

Mark Bertolero, Project Executive
10220 SW Greenburg Road, Suite 350
Portland, OR 97223
(408) 910-5437
mark.bertolero@kiewit.com

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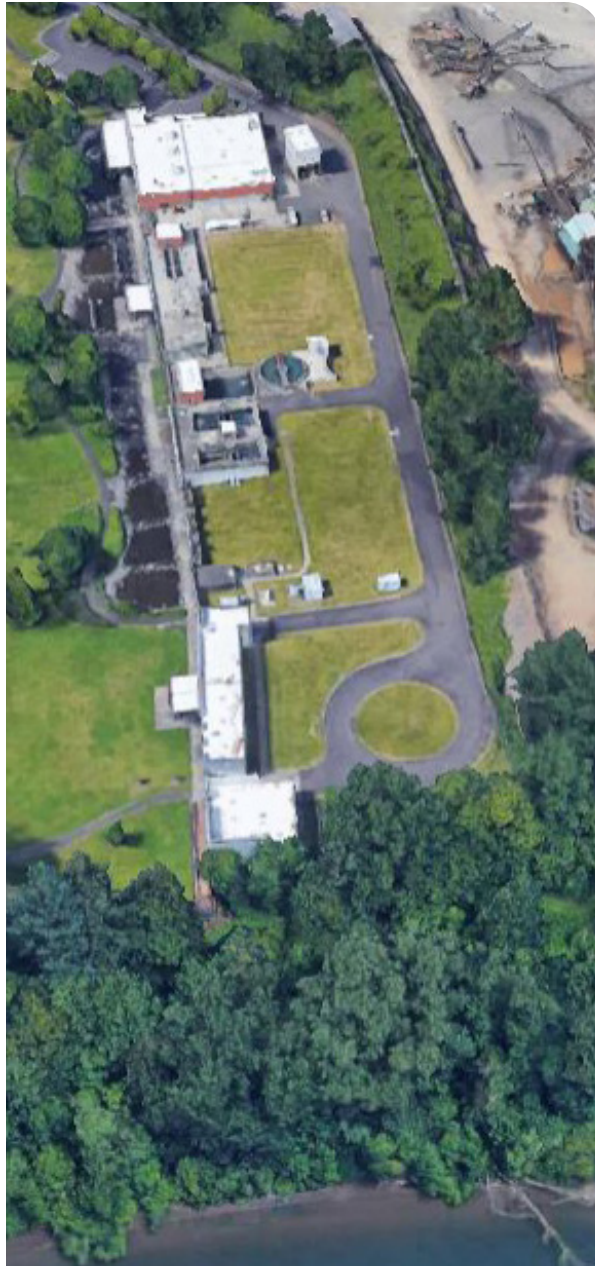


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Attachment: Resumes

4.1.3 Signature Page and Attestation of Compliance with Tax Laws

SECTION 7: SIGNATURE PAGE

[FILL OUT AND SUBMIT THIS PAGE WITH YOUR PROPOSAL]

This page must be signed with the full name and address of the Proposer submitting the response; if a partnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

The undersigned verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that information provided in response to this Request for Proposal Solicitation #3675-20B is accurate.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications have been received and duly considered and that all cost adjustments associated with the addenda are reflected in this proposal.

Addendum No(s). 1 & 2 Acknowledged? YES / NO

Resident Proposer as defined in ORS 279A.120 (1)?* YES / NO

Proposers certify non-discrimination in accordance with ORS 279A.110(4). YES / NO

Proposer makes this proposal to furnish goods and services at the price(s) indicated in this proposal in fulfillment of the requirements and specifications of the City as stated in the Request for Proposal.

Eric M Scott
Signature of Authorized Official

July 12, 2021
Date

Eric M. Scott
Printed Name

(707) 439-7300
Telephone Number (with area code)

Sr. Vice President
Title

ncestimating@kiewit.com
E-mail Address

Kiewit Infrastructure West Co.
Firm

00208522
City of Wilsonville Business License No.

4650 Business Center Dr., Fairfield, CA 94534
Address

*"Resident Proposer" means a Proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the proposal whether the Proposer is a resident Proposer.

SECTION 8: ATTESTATION OF COMPLIANCE WITH TAX LAWS

[COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID OR PROPOSAL]

I, Eric M. Scott, representing Kiewit Infrastructure West Co.
Insert printed name Insert name of firm

(Bidder/Proposer), attest that:

1. I am an authorized agent of Bidder/Proposer, and I have full authority from Bidder/Proposer to submit this attestation and accept the responsibilities stated below.
2. I have knowledge regarding payment of taxes of Bidder/Proposer, and to the best of my knowledge, Bidder/Proposer is not in violation of any Oregon tax laws, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
3. Bidder/Proposer shall provide written notice to City within two business days of any change to its compliance with tax laws.

Eric M. Scott

Authorized Agent Signature

July 12, 2021

Date



**Addendum No. 01
CG/GC Services for WRWTP Expansion**

ISSUE DATE: June 28, 2021
TO: RFP Document Holders (Quest CDN #7880578)
FROM: Mike Nacrelli, P.E., Senior Civil Engineer
RE: Revisions to Request for Proposal Documents

The following Addenda to the Request for Proposal (RFP) shall have the same binding effect as though contained in the main body of the RFP documents.

REVISION

3.3 Proposal Deadline and Submittal Information

Proposals will be received until 2 p.m. on July 12, 2021. Late or faxed transmitted proposals shall not be accepted. There will be no formal opening of the proposals. Electronically mailed proposals will be accepted.

CLARIFICATION

Though the introductory paragraph to Section 4 says to assume 8 ½ x 11-inch paper and single-spaced lines and a minimum 11-point font size, this is not meant to preclude the use of 11" x 17" pages for graphics. Any such pages will count toward the total page limit in Section 4.1.4.

INFORMATION

The slides from the voluntary June 24 pre-proposal meeting are attached for informational purposes only and do not change the contents of the Request for Proposals.

PROPOSER'S ACKNOWLEDGEMENT

Each Proposer shall acknowledge receipt of this Addendum No. 01 by signature below and attach this document with their Proposal. A Proposal submitted without acknowledgement may be considered invalid.

Eric M. Scott 7/12/2021
Proposer's Signature Eric M. Scott, Sr. Vice President Date

Kiewit Infrastructure West Co.
Company Name



**Addendum No. 02
CG/GC Services for WRWTP Expansion**

ISSUE DATE: July 2, 2021
TO: RFP Document Holders (Quest CDN #7880578)
FROM: Mike Nacrelli, P.E., Senior Civil Engineer
RE: Clarifications to Request for Proposal Documents

The following Addenda to the Request for Proposal (RFP) shall have the same binding effect as though contained in the main body of the RFP documents.

RESPONSES TO REQUESTS FOR INFORMATION

RFI #1

Is the Proposer able to use other relevant alternative delivery projects recently completed?

CM/GC projects are preferred, but relevant Progressive Design-Build projects will also be considered. Traditional Design-Build projects will not be considered.

RFI #2

Can Proposers submit an Engineer reference in lieu of an Architect Reference for each reference project?

Yes

RFI #3

Is this Project considered to be in an earthquake zone?

Refer to Technical Memorandum #14 in the Basis of Design Report for seismic considerations.

PROPOSER'S ACKNOWLEDGEMENT

Each Proposer shall acknowledge receipt of this Addendum No. 02 by signature below and attach this document with their Proposal. A Proposal submitted without acknowledgement may be considered invalid.

Eric M. Scott 7/12/2021
Proposer's Signature Eric M. Scott, Sr. Vice President Date

Kiewit Infrastructure West Co.
Company Name

4.2.1 Background and Experience

4.2.1 BACKGROUND AND EXPERIENCE

A. ORGANIZATIONAL STRUCTURE

Kiewit Infrastructure West Co. (Kiewit), a privately held Delaware corporation founded in 1982. Kiewit Infrastructure West Co. is a wholly owned subsidiary of Kiewit Infrastructure Group Inc. and has the following subsidiaries:

- General Construction Company
- Kie-Con Inc.
- Kiewit New Mexico Co.

By virtue of common ownership, following are the affiliated business entities of Kiewit Infrastructure West Co.:

- Kiewit Infrastructure Co.
- Western Summit Constructors Inc.
- Kiewit Water Facilities Florida Co.
- Kiewit Water Facilities South Co.
- Kiewit US Contractors Co.
- Kiewit Foundations Co.
- Mass. Electric Construction Co.
- Kiewit Canada Group Inc.
- Kiewit Infrastructure South Co.

Kiewit Infrastructure West Co. operates throughout the western United States with 952 staff and 882 craft employees.

B. LICENSING

Kiewit Infrastructure West Co. is a licensed contractor in the State of Oregon, and holds a business license with the City of Wilsonville, as evidenced below.

License Number 63471



Business License No. 00208522



C. GENERAL SCOPE OF SERVICES PROVIDED AND AREAS OF EXPERTISE

Kiewit offers construction and engineering services in a variety of markets including water/wastewater, transportation, marine, and other heavy civil construction. With our depth and expertise, we successfully deliver projects for our Clients by offering a number of services during the preconstruction and construction phases of projects. These services include:

Preconstruction

- Constructibility reviews
- Quantification of work
- Value engineering
- Estimating direct and in-direct cost of the work
- Scheduling
- Risk Analysis

Construction

- Work planning and execution
- Quality Control
- Safety management
- Subcontractor management
- Resource management
- Start-up and commissioning

In addition, Kiewit has been at the forefront of CM/GC and alternative delivery, collaborating with numerous clients in the water/wastewater market and other markets to provide early contractor involvement that has resulted in significant project savings, increased constructibility, and a higher quality product.

D. ANNUAL REVENUE FOR LAST 3 YEARS

Below is a table containing Kiewit Infrastructure West Co.'s annual revenue and the percent of the value that was performed using the CM/GC delivery method.

Year	Revenue	% CMGC
2020	1,783,743,000	35.9%
2019	1,808,829,000	24.9%
2018	1,849,713,000	26.1%

E. SPECIAL CAPABILITIES

OUR STRENGTHS

Kiewit has a proven track record of successful CM/GC delivery. We perform comprehensive constructibility reviews and value engineering to ensure the most cost-effective project delivered on schedule. We deliver transparent, understandable opinion of probable construction costs (OPCC) and guaranteed maximum price (GMP) that you can rely on. We possess a library of recent and relevant past costs for similar scopes of work that will ensure cost certainty.

Kiewit has experience with MOPO at the WRWTP Plant. Kiewit has current knowledge of the Plant from our on-going work at the WRWTP site. We are familiar with the procedures and processes followed by the Veolia staff which will allow us to provide seamless construction approach while working in a live operating plant.



Pictured above is the proposed project team.

Kiewit will provide the lowest cost project.

As part of the RWF 1.0 Project, Kiewit has already mobilized all necessary staff and equipment to the same Project site and will be able to provide a reduced cost of work. Additionally, we can share project cost resources such as temporary office trailers, supervision staff, equipment, construction waste removal and portable toilets, etc.

Kiewit / Christenson has experience self-performing all major scopes of work. This will provide GMP and schedule certainty, direct control over critical scopes, risk identification and resolution, and experienced oversight to ensure highest quality construction.

PERCEIVED WEAKNESSES

There seems to be a misconception around the market that Kiewit is only a “mega job” builder. Kiewit has completed over 40 CM/GC projects and last year alone performed over \$350M in CM/GC revenue. In the past five years Kiewit completed 284 projects of which 204 were valued under \$20M. **The type and size of the WRWTP project suits our team perfectly.**

SPECIAL CAPABILITIES

In addition to the experienced Key Personnel on this Project, Kiewit has industry experts available locally and throughout North America to provide constructibility reviews to ensure the most efficient construction design is in place. Kiewit's support network includes more than 1,000 experienced in-house designers with expertise in mechanical, electrical, civil, concrete, foundations, piping scopes of work.

Kiewit has pre-negotiated preferential pricing and discounts by most major suppliers and equipment rental companies in North America. The team is able to provide clients with value added, cost effective services by leveraging Kiewit's work with more than 22,000 suppliers across all projects, negotiating volume discounts, mitigating supply network risk, and pooling our experienced knowledge and lessons learned. This will ensure the City is provided with the lowest cost for the Project.

F. EXPERIENCE MODIFICATION RATE (EMR)

As of June 2021, Kiewit has achieved an Experience Modification Rate (EMR) rating of 0.41, half of the industry average for other large contractors. We attribute this success to our employees embracing the safety culture, taking responsibility for their own safety and those around them, and consistently applying safe practices to the work we do. Our three-year EMR average is 0.40; and our average total recordable rate and average lost work rate for the most recent three-year period do not exceed applicable standards.

Year	EMR
2021	0.41
2020	0.41
2019	0.39

G. AREAS OF SELF-PERFORMANCE

Kiewit regularly self-performs work that is tied to the critical path to better control the schedule and minimize risk.

Major scopes of work that Kiewit is capable of self-performing include:

- Pump installation
- Seismic retrofit
- Large and small diameter piping
- Installation of mechanical systems
- Grading
- Concrete structures
- Start-up and commissioning.

We typically subcontract specialty tasks including painting, coatings, HVAC, rebar installation, electrical, instrumentation and controls, etc.

Kiewit is teaming with Christenson Electric Inc. (CEI) as an exclusive subcontractor.

CEI will perform electrical and instrumentation work on the Project.



H. RELEVANT CM/GC PROJECTS

COLUMBIA BOULEVARD WWTP EXPANSION, PORTLAND, OR



The CBWTP STEP CM/GC contracting approach is consistent with the Project, including GMP pricing and implementation of City and Project compliance and procurement programs. Preconstruction activities include design-assist, constructability review, 30/60/90/GMP cost estimating, project scheduling, and risk analysis. As CM/GC, Kiewit worked closely with the Owner and Program Manager Stantec on several BDS permits required for early construction activities. The project team coordinated with CBWTP plant staff under early construction work packages to rehabilitate existing storage structures and construct interim plant staff offices and maintenance facilities. The Owner, Plant Staff, Program Manager, Designer, and CMGC continue to evaluate existing cost saving opportunities and identify further items that will benefit the project and result in an overall best value technical solution for the City. This project is scheduled for completion in 2024.

RAW WATER FACILITIES 1.0 PROJECT, WILSONVILLE, OR



The Raw Water Facility 1.0 project (Phase 1) is a \$49 million-dollar CM/GC project comprised of mass grading, seismic retrofit to the existing pump station, 66" pipeline installation, trenchless shaft crossing, additional structures, and new mechanical equipment installation. This phase is a part of a two-phase project valued at roughly \$90 million dollars. Preconstruction activities include design-assist, constructability review, 50/70/GMP cost estimating, project scheduling, and risk analysis. **The project team coordinates regularly with WRWTP plant staff.** Kiewit is self-performing roughly 60% of the work with three other subcontractors performing the remaining amount. Phase 1 of this project began in June of this year and will be completed by February 2022.

COMPLETED CM/GC EXPERIENCE

Kiewit has completed over 40 CM/GC projects. We have provided an overview of four relevant CM/GC projects recently completed on the following pages, which include:

- 24th Street Water Treatment Plant Rehab
- Union Hills Water Treatment Plant Rehab
- Tres Rios Water Reclamation Facility Expansion
- Owens-Illinois Substation 69kV
(Subcontractor - Christenson Project)



24th Street Water Treatment Plant Rehab, Phoenix, AZ Value: \$20M | Construction Schedule: 10/2018-05/2020

a) Project Description This project rehabilitated the flocculation basins, sedimentation basins, filter valves, raw water inlet pipe, sludge blowdown pipeline inspection, main switchgear, and other electrical equipment. In addition, the team replaced the chlorine scrubber, existing slide gates/valves at the filter drain gate, and the existing flow meters on the filter effluent piping with new magnetic flow meters.

b) Preconstruction Services Provided Services provided during design included cost modeling, life cycle evaluation, MOPO development and execution, subcontractor prequalification and selection, and alternative analysis/value engineering.

c) Contract Amounts and Change Orders Original: \$20M | Owner Initiated Change Orders: -- | Final: \$20M

d) Owner Reference: Jorge Navarro, (602) 534-4825

e) Engineer Reference: Mark Gross, (602) 263-6500

f) Original/Final Completion dates: 07/19/2019 | 05/15/2020

g) Project Factors (Owner initiated delays, additions to work, etc.) The project reached partial substantial completion on July 5, 2019. The project reached substantial completion on December 12, 2019. In addition, the final completion date was adjusted to May 2020 due to added scope by the City.

h) Project Claims: None



Union Hills Water Treatment Plant Rehab, Phoenix, AZ Value: \$7M | Construction Schedule: 03/2011-12/2012

a) Project Description This CMAR project involved the complete replacement and upgrade of half of the plant's 5kV electrical feed including construction of a new electrical building expansion, main transformer, and 2,500 LF of new ductbank installation amidst existing utilities. New electrical switchgear and motor control equipment were furnished to upgrade the plant's finished water pump systems. 25 MOPOs involved complete or partial plant shutdowns.

Kiewit also replaced the finished water pump station (FWPS) Zone 4 108" header under a 12-week shutdown.

b) Preconstruction Services Provided Services included cost modeling, scheduling, phasing analysis, life cycle evaluation, MOPO development, constructibility, and subcontractor prequalification and selection. Close coordination between Kiewit, APS, Wilson Engineers, Ludvik Electric, and City operations and plant staff.

c) Contract Amounts and Change Orders Original: \$7.4M | Owner Initiated Change Orders: \$414k | Final: \$7.8M

d) Owner Reference: Rick Shane, (602) 980-7812

e) Engineer Reference: Phillip Noonan, (480) 893-8860

f) Original/Final Completion dates: 09/08/2012 | 12/31/2012

g) Project Factors (Owner initiated delays, additions to work, etc.) Original scope was completed under budget, which allowed the addition of new items

h) Project Claims: None



Tres Rios Water Reclamation Facility Expansion, Tucson, AZ Value: \$42M | Construction Schedule: 09/2010-08/2013

a) Project Description: The Tres Rios Water Reclamation Facility Expansion CMAR project increased plant capacity from 37.5 MGD to 50 MGD and included new primary and secondary clarifiers, bioreactor basins, biosolids storage, blower building, centrifuge and odor control structures, headworks modifications, chlorine contact basins, and concrete repairs in existing structures. Extensive MOPO coordination was required to maintain plant production.

b) Preconstruction Services Provided: The CMAR delivery model allowed for a natural partnering and relationship-building process between Kiewit, MWH, the design partners, plant O&M, county staff, and permit agencies. Collaboration was critical in all aspects including plan flips, specification reviews, MOPO, constructability and value engineering meetings, resource balancing in the schedule, risk matrix meetings, and early procurement.

c) Contract Amounts and Change Orders Original: \$31M | Owner Initiated Change Orders: \$11M | Final: \$42M

d) Owner Reference: Bobby DeAngelo, (520) 724-6080

e) Engineer Reference: Ron Cilensek, (623) 734-5930

f) Original/Final Completion dates: 08/01/2013 | 08/01/2013

g) Project Factors (Owner initiated delays, additions to work, etc.) Scope increase to add four new secondary clarifiers and all associated yard piping

h) Project Claims: None



Owens-Illinois Substation 69kV, Portland, OR Value: \$2.6M | Construction Schedule: 10/2017-05/2019

a) Project Description Christenson Electric's High Voltage team completed a massive under-taking at the Owens Illinois glass plant. Scope included upgrading the onsite substation to a new 69kV substation to the Portland glass plant in order to retire the existing, near obsolete 57kV circuit and gear. This substation was built to accept the new 69kV circuit brought in by PacifiCorp and was also engineered to accept 115kV in the future. The plant had to be operational at all times.

CEI was allowed one shut down for the cut over. More than 20 people involved for shutdown, weeks of planning for shutting down facility, then bringing it back on line.

b) Preconstruction Services Provided CEI assisted with designing the conduit pipe bridge between the two-man buildings, and redesigned the duct bank routing on this CM/GC Contract.

c) Contract Amounts and Change Orders Original: \$1.9M | Owner Initiated Change Orders: \$775k | Final: \$2.7M

d) Owner Reference: Mary Andrews, (567) 336-8762

e) Engineer Reference: Brandon Boltz, (567) 336-5700

f) Original/Final Completion dates: July 2018 | May 2019

g) Project Factors (Owner initiated delays, additions to work, etc.) 3.5 month Owner's delay in securing a permit and multiple change orders

h) Project Claims: None

I. CURRENT LITIGATION OR OTHER LEGAL ACTIONS IN THE LAST 10 YEARS

Kiewit Infrastructure West Co. is a large corporation operating in various jurisdictions in a highly regulated industry. Accordingly, it has engaged in arbitration, litigation, or other legal actions, either as plaintiff or defendant in the last ten years. It has made settlements or have been ordered by a court or arbitrator to make a payment to a plaintiff or claimant. Given our size, volume and nature of business, we have been found in violation of a regulatory statute, which resulted in a fine or other action by regulatory agencies.

4.2.2 Key Personnel

4.2.2 KEY PERSONNEL

A. PRIMARY OFFICE LOCATIONS

Kiewit Infrastructure West Co. (Kiewit) has had an office and continuous presence in the Portland metro area since 1952. Kiewit has a local office in Portland and a jobsite office in Wilsonville, allowing us to grow with the neighboring community, develop solid relationships with the contracting community and stakeholders, and thoroughly understand the local market. Kiewit operates through several offices throughout the western United States. Our corporate office is in Omaha, NE.

B. KEY PERSONNEL ROLES AND EXPERIENCE

Kiewit has selected the most qualified professionals to be our key personnel on the WRWTP Expansion Upgrade Project. They have a **combined total of over 350 years of construction experience** on projects with scopes of work similar to this project, including water and wastewater pump stations and within operating facilities with challenges similar to those anticipated on this project. Our staff have worked with designers and owners to perform constructibility reviews, value engineering, and accurately estimate work. This is followed by completing construction safely and exceeding client expectations.

We have included staff to be considered per **Exhibit 5** CM/GC Key Personnel. We believe that **we can reduce the overall cost to the City by utilizing the personnel part-time.**

Our team, managed by **Matt Gardner** in both the design and construction phases, will partner with you, your design team, and facility staff, and pledge transparency, open communication, and flexibility.

As further described in their resumes at the end of this Proposal, Kiewit's **key personnel have directly relevant experience** working on rehabilitation of water and wastewater treatment facilities including installation of pumps, electrical facilities, instrumentation and control systems, and commissioning and startup. This experience will ensure a reliable

GMP and achievable schedule for the WRWTP Expansion Upgrade Project.

These personnel are:

- Constructibility experts who have found ways to save clients time and money on similar projects using innovative means and methods and finding value engineering solutions.
- Experienced constructors who have worked closely with plant operators to minimize impacts to facility operations, developing effective MOPOs, and having zero unplanned interruptions.

Kiewit's proposed Key Personnel for the Project include:

PROJECT EXECUTIVE MARK BERTOLERO



Mark will bring Kiewit's alternative delivery best practices and ensure the CM/GC team is properly resourced to maximize value for the Owners. He has managed the construction and rehabilitation of large pump stations and other construction contracts and has **collaboratively worked with Stantec, the City of Wilsonville and WWSP** personnel. He brings experience gained on his current work as **Project Executive for the Raw Water Facility in Wilsonville.**

PROJECT MANAGER MATT GARDNER



Matt brings 17 years of experience in the industry to the team. He currently manages the **Raw Water Facilities 1.0 Project** and has prior experience on complex treatment plant facilities including Harry Tracy WTP Seismic Improvements, Pinole Hercules WPCP Treatment Plant, Ellis Creek WRF Treatment Plant projects. He has experience working collaboratively during preconstruction with designers, owners and plant operators to find **opportunities to add value, develop accurate estimates, and minimize impacts** to the plant. He has worked with other key personnel proposed on this project including Mark Bertolero, Brent Simmons, Ahmed Mouada and Brian Kane.

CONSTRUCTION MANAGER/GENERAL SUPERINTENDENT BRENT SIMMONS



Brent has extensive experience working on large infrastructure projects. He will leverage 35 years **in the construction industry to transparently develop accurate OPCCs, reliable GMPs, and achievable schedules**, through final design. During construction, he will oversee the development of MOPOs that minimize disruptions to the operating plant.

CONSTRUCTION ENGINEER CHRISTOPHER WALSH



Chris brings six years of experience on large and medium sized projects, and is currently serving as the Project Engineer at the Raw Water Facilities 1.0 Project. He has worked on several alternative delivery projects and will provide continuity between the phases. The CM/GC team will benefit from his experience scheduling and estimating this type of work, for an accurate schedule and transparent OPCCs and GMP.

FIELD ENGINEER HALEY BARTOLOMEI



Haley brings her experience working on the Columbia Blvd WWTP Project and her familiarity with mechanical plant operations. Her preconstruction experience on the in GMP development and early procurement packaging will benefit the Project.

ACCOUNTANT TIM GLEAVES



Tim brings 13 years of industry experience, including 6 years of experience on alternative delivery projects and has worked with clients to accurately represent cost forecasting and billing. Tim currently oversees all business and accounting functions for all of Kiewit's CM/GC projects in Oregon and will bring his expertise to ensure timely and consistent work.

CHIEF ENGINEER CHRIS WIESE



Chris brings over 25 years of controls and scheduling experience from a variety of construction project types and alternative delivery contract models to the project team. He is an expert at managing project schedules and document control systems, ensuring that each project is being managed properly, and coordinating with outside parties to guarantee that work during plant shutdowns is completed successfully.

LEAD ESTIMATOR KARI LARSEN



Kari brings over 32 years in the industry and over 8 years of experience in CM/GC and other alternative delivery project models. She has collaborated with project owners and designers to develop comprehensive, accurate, and transparent cost evaluations. Kari also reviews subcontractor quotes along with the project schedule to proactively pinpoint and correct issues.

LEAD SCHEDULER MIKE LEE



Mike brings over 18 years of industry experience providing and managing a realistic, well-planned schedule, and his familiarity with planning operations to meet that schedule with input from the client and other stakeholders will directly benefit this project.

PROCUREMENT LEAD RAJA PONNIAH



Raja brings over 35 years of industry experience and leverages his relationships with suppliers and manufacturers to streamline the procurement process. Raja leads outreach and good faith efforts to disadvantaged businesses, including reviewing bond waiver requests, insurance issues, and technical lessons learned. Raja's diligence when working with subcontractors and his recent experience with CM/GC water projects will be integral to Procurement efforts on the Project. Raja is also currently leading the efforts for other Portland Area projects.

SUPERINTENDENTS/FOREMEN

After careful review of the RFP, we have determined the value of adding four field supervisors: one for the structures scope, one for mechanical, and two with expertise in integrating the electrical and controls to ensure zero unplanned interruptions.

Brian Kane (Mechanical Superintendent):



Brian brings 30 years of experience supervising work at active facilities, and he is adept at coordinating with operations and developing MOPOs to ensure no unplanned interruptions. He will work with constructors, designers, and plant operators to maximize value for clients during design, then executing plans in the field, will deliver a reliable GMP and the most efficient and high-quality construction means and methods.

David Prichard (Structures Superintendent):



Dave brings over 30 years of industry experience to the project including involvement in the Raw Water Facilities 1.0 Project where he helped oversee 200 hp vertical turbine pump replacement work, pad demolition and new construction. Dave plans to use his current experience at the WRWTP with Veolia operators to ensure the right plan is in place to execute all MOPO operations.

Chad Privratsky (Electrical Superintendent):



Chad is an experienced electrical superintendent for the design and integration of instrumentation and systems. He brings the CM/GC team 27 years developing MOPOs for operational facilities, including raw water and wastewater pump stations. He will ensure critical systems remain operational.

Garland Dotson (Electrical Foreman):



Garland is an experienced electrical general foreman/field supervisor. He brings the CM/GC team 12 years of experience working in water treatment facilities.

ADDITIONAL KEY PERSONNEL ROLES

As a best practice on all Kiewit projects, including alternate delivery projects, we maintain an on-site Safety and QC Manager. These two individuals are already working at the WRWTP facility for the RWF 1.0 project and are familiar with site specific safety and quality concerns.

Bill Lewis, CHST (Safety Manager):



Bill is a Certified Safety Professional with a track record of successfully implementing health and safety programs on various projects in the Portland Metro area. He has 17 years of construction and professional leadership experience. This gives him a strong understanding of the hazards of constructing work in an operating facility, and the safety knowledge to teach others on how to achieve Kiewit’s goal of “Nobody Gets Hurt”.

Ahmed Mouada (QC Manager):



Ahmed brings the team nine years of experience writing and implementing project-specific quality control plans that ensure engineers and superintendents know what to do to meet and exceed client expectations, with inspection, testing and documentation on similar work.

C. ORGANIZATIONAL STRUCTURE

The team’s organizational structure and reporting relationships (**Exhibit 4.2.2-1**) are designed to maximize value during design, ensure a reliable GMP and achievable schedule, and exceed the Owner’s goals. Included is the estimated percentage of time team members will work during all phases. This is based on decades of experience resourcing similar projects, for maximum value to the Owner.

Exhibit 4.2.2-1: Organizational Chart of Key Personnel for Preconstruction and Construction Phases



Note: Per Exhibit 5 CM/GC Key Personnel of the RFP we have included all the staff to be considered. However, we believe that we can utilize these key personnel part-time thereby reducing the overall cost to the City.

D. PREVIOUS EXPERIENCE

Exhibit 4.2.2-2 below demonstrates the strength of the Kiewit team, and their experience in the design and construction phase activities that will enable us to exceed your expectations. Resumes are provided at the end of this proposal in the **Resumes Tab** and include more details on their project accomplishments.

Exhibit 4.2.2-2 List of Key Individuals and experience performing projects of similar type, size and scope.

Key Personnel/Title	Length of Employment	Cost Estimate	ICE Comparison	Preconstruction/ Design Services (VE, constructibility reviews, estimating, safety input, etc.)	Alternative Delivery Experience	Seismic Requirements	Pump Station	Operating Facilities	Construction Experience	Experience Working Under Federal Contracting Code	Projects of Similar Type, Size, & Scope
		Preconstruction Experience			Construction Experience						
Mark Bertolero Project Executive	23	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Columbia Blvd WWTP, San Jose Headworks 3, Pinole-Hercules WPCP Harry Tracy WTP Long Term Improvements, Bakersfield WWTP No. 3
Matt Gardner Project Manager	17	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Pinole-Hercules WPCP, Harry Tracy WTP Long Term Improvements
Brent Simmons Construction Manager/ General Superintendent	33			✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Sacramento River WTP, Ellis Creek Water Reclamation Plant, Crystal Springs/San Andreas Transmission Upgrade, P1-102 Activated Sludge
Chris Walsh Construction Engineer	7	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Avon Wharf MOTEMS Upgrade
Haley Bartolomei Field Engineer	1	✓	✓	✓	✓	✓		✓	✓	✓	Columbia Blvd WWTP
Tim Gleaves Accountant	13	✓	✓	✓	✓			✓	✓	✓	Raw Water Facilities 1.0, Columbia Blvd WWTP, San Jose Headworks 3, San Mateo WWTP Upgrades
Chris Wiese Chief Engineer	25	✓	✓	✓	✓	✓		✓	✓	✓	Raw Water Facilities 1.0, Columbia Blvd WWTP, San Jose Headworks 3, San Mateo WWTP Upgrades
Kari Larsen Lead Estimator	27	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Columbia Blvd WWTP, San Jose Headworks 3, San Mateo WWTP Upgrades
Mike Lee Lead Scheduler	6	✓		✓	✓			✓	✓	✓	Raw Water Facilities 1.0
Raja Ponniah Procurement	18	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Columbia Blvd WWTP, San Jose Headworks 3, San Mateo WWTP Upgrades
Chad Privratsky Electrical Superintendent	14	✓	✓	✓	✓	✓	✓	✓	✓	✓	Carmen Smith Hydroelectric Facility Upgrade
Garland Dotson Electrical Foreman	2				✓	✓	✓	✓	✓	✓	Intel RA Water Treatment Plant
Brian Kane Mechanical Superintendent	16	✓	✓	✓	✓	✓	✓	✓	✓	✓	San Mateo WWTP Upgrades, San Jose Headworks 3, Harry Tracy WTP Long-Term Improvements
David Pritchard Structures Superintendent	28			✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0
Ahmed Mouada QC Manager	7			✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Lower Crystal Springs Dam Improvement Project & Crystal Springs/ San Andreas Transmission System Upgrade
Bill Lewis, CHST Safety Manager	2			✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Intel RA Water Treatment Plant

E. STAFF TIME HOURS

Proposed staff time hours on each task during Preconstruction Phase Services can be found in section **4.2.4 Proposed Fees**.

4.2.3 Project Approach and Understanding

4.2.3 PROJECT APPROACH AND UNDERSTANDING

A. TECHNICAL EXPERTISE

APPROACH TO PROVIDING CM/GC SERVICES

Truly successful projects occur when all parties work together in the best interests of the project. The opportunity for success is greatly increased when each party proactively brings their expertise to bear on the design, constructibility, cost, schedule, and risk management. We offer this commitment to the City by assigning key staff who not only have technical and construction credentials, but who have worked at the Project site and have an understanding of the interworking of the plant.

CM/GC staff assigned to this project have extensive experience working in partnership with Stantec on preconstruction tasks including design refinement/optimization, cost/schedule/risk evaluations, and construction planning at critical interfaces.

Our approach to preconstruction is founded on best practices involving collaborative forums and proven management tools that deliver innovation and a cost-effective construction product.

Our preconstruction effort will provide tangible benefits with technical solutions and detailed plans to complete work within requirements and constraints, while supporting the design and permitting process. Constructibility challenges are met head-on so that all viable methods are evaluated to arrive at the best value solutions and cost/schedule/risk certainty.

Our approach to construction services will be to manage the work at all levels and across each discipline for success – delivering a high-quality, safe, on-budget, and on-time Project to the City. The partnership established during preconstruction with all Project team members will set the stage and extend into construction as the teamwork, communication, and transparency will continue throughout the duration of work.

For overall project success, CM/GC efforts and each scope of work will be managed in true partnership with the Project team, based on communication and teamwork, while well thought-out decisions will be integrated into the design, planning, and execution of construction in the best interest of the Project.

INTEGRATING ELECTRICAL EXPERTISE INTO PRECONSTRUCTION SERVICES

Kiewit will be teaming up with Christenson Electric Inc. (CEI) on the WRWTP Expansion/Upgrade Project. Kiewit is currently teamed up with CEI on the Columbia Boulevard WTP STEP CM/GC Project. This project is proceeding through the Preconstruction and Construction phases simultaneously.

CEI will be fully involved in the evolution of the design and value engineering efforts through the 60/90/100 stages of design. A total of 340 hours of Christenson involvement has been incorporated into the preconstruction phase.

CEI is very familiar with the plant's two networking systems that run the plant's equipment. The first network is a newer modern networking system vs the second DeviceNet system RS-485 automation protocol that is antiquated and needs to be updated. CEI can help to facilitate this upgrade.

KEY TECHNICAL CHALLENGES AND APPROACH TO SOLUTIONS

Having recent experience in the preconstruction phase of the CBWTP STEP Project allows the team to incorporate lessons learned with respect to services provided, submittals, procurement, outages and shutdown planning, QA/QC, commissioning/start-up planning, and estimating, to deliver the best product for this Project.

Some of the major constraints and technical challenges identified for this Project are described in **Table 4.2.3-1** on the following page. Kiewit has come up with mitigations for each of these specific concerns **Exhibit 4.2.3-2**, also on the following page, is a map displaying the high risk design elements defined and our mitigation plan.

CHRISTENSON ELECTRIC INC.'S DEPTH OF KNOWLEDGE OF THE WRWTP PLANT

CEI is very familiar with the plant's two networking systems that run the plant's equipment. The first network is a newer modern networking system vs the second DeviceNet system RS-485 automation protocol that is antiquated and needs to be updated. CEI can help to facilitate this upgrade.

CEI's Electrician, Phil Waymire has served as on-site Project Manager/at the City of Wilsonville's Wastewater Treatment Plant for 4-1/2 years. Phil understands the processes and procedures and works hand-in-hand with the plant operators. He has an excellent working relationship with Kim Reid, the plants' Operations Manager and Veolia Water North America who operates the facilities and systems at the City of Wilsonville's WWTP. We have a great working relationship and work history, and both rely heavily on our expertise.

Phil is responsible for the servicing and maintenance for the 20-year old, high voltage equipment. He performs the annual 'torque and clean' to eliminate unforeseen downtime. Phil has also rebuilt and completed major repair work on the plant's 4160v gears. He also provided design ideas to the engineering team. The engineers consulted with Phil and used his concept that helped them to formulate a design to utilize the existing 500hp, 4160 motors by back feeding the transformer and using an existing transfer switch to run the motor with the new generator.



Exhibit 4.2.3-2: WRWTP - Defined High Risk Design Elements



Table 4.2.3-1: Identified project constraints with the mitigation plan identified.

PROJECT CONSTRAINTS	MITIGATION
Nearby/Adjacent Construction Project <ul style="list-style-type: none"> • WWSP Raw Water Facilities • Kinsman Road to 5th Street Extension 	Matt Gardner the proposed Project Manager for Kiewit already meets with the 5th & Kinsman contractor every Wednesday to coordinate nearby construction activities. There is weekly coordination with the City of Wilsonville and WWSP as well, which would require no extra effort, or cost, to continue doing on the WRWTP Upgrade/Expansion Project.
WTP must remain in operation	Kiewit will not impact the plant operations. All outage requests will follow the procedures set in place and communicated well before the date. With Kiewit already working on this Project site, we have gained valuable knowledge of the Plant and have developed close relationships with the Plant operations staff. We have become familiar with the overall processes and understand the priorities of the Plant.
High demand season (summer): no outages allowed	Kiewit will develop a detailed schedule and work sequence which will avoid the need for any high demand season outages.
Low demand season: <ul style="list-style-type: none"> • Individual process units may be taken offline if demand can be met • Full plant outages limited to 8 hours; may occur on successive days 	Kiewit understands that uninterrupted plant operations is the key factor of the Project. Any plant shutdown requires an hour-by-hour plan and execution. Shutdown to be minimized and methodically planned well in advance with the involvement of the Plant Operations Staff.

#	AREA	MITIGATION FOR IMPROVED CONSTRUCTIBILITY
1	RAW WATER PUMP STATION	• Coordination to be completed with existing RWF 1.0 Project.
2	CLEARWELL	• Divers already on site and on call for the RWF 1.0 Project. Would be able to utilize same company and crew during preconstruction.
3	FINISHED WATER PUMP STATION	• Experienced Key Personnel with previous raw water pump house construction and retrofit experience.
4	OZONE GENERATORS	• Recommend handling as an Early Procurement item as part of preconstruction
5	SOLIDS DEWATERING BUILDING	• Experienced Key Personnel currently actively engaged with the plant. Key Personnel also with years of experience working on seismic retrofit projects in California.
6	ELECTRICAL - SWITCHGEARS	• Recommend handling as an Early Procurement item as part of preconstruction
7	CIVIL	• Completing similar work on RWF 1.0 at the Plant currently. Recommend to complete early investigations and pot holing as part of Preconstruction.
8	SITE ENTRANCE SECURITY	• Familiar with Plant protocol

B. COST CONTROL

Cost control is a core value and inherent condition of our work and it begins with accurate cost estimating. Our approach to cost estimating and GMP development is based on design drawings, constructibility, and value engineering developed by the Project team. Cost estimates will be developed in an open-book process that involves the Owner's review of cost items throughout the process.

COST ESTIMATING

During preconstruction, CM/GC services include preparing cost estimates for various design stages. We have extensive experience with iterative cost estimating and working with the Owner's independent cost estimators (ICE) to jointly develop cost estimate structure, equipment and labor rates, and a detailed process for reconciliation. Both key CM/GC staff and significant estimating resources from Kiewit will be involved to ensure a complete analysis based on actual cost data, current location price data, and to provide thorough reviews for accuracy and completeness.

A DETAILED COST ESTIMATE PACKAGE

On the ongoing Columbia Boulevard Wastewater Treatment Secondary Treatment Expansion Program (CBWTP STEP), a detailed cost estimate deliverable package was developed and included several documents including cost estimate summaries and detail, accompanying project schedule, assumptions/clarifications, RFI log, risk and contingency analysis, and project organizational chart. The cost estimate document was provided to the lower level (craft, equipment, supplies) and included final ICE reconciliation amounts.

Each cost estimate produced will include deliverable documents to the Owner for transparency and detail associated with the project cost. As the iterative cost estimate advances, the project walk approach is used

to identify changes to the cost estimate including both value and basis of change. This includes subcontract or material pricing change advanced through the procurement process, constructibility refinements that often lower cost, and update the risk analysis and associated contingency based on design advancement. Once GMP is determined, the Owner has a complete, detailed, accurate, and credible analysis of cost that can be tracked during construction with a high level of confidence that project will achieve or beat its projected budget.

Kari Larsen and Chris Wiese named as Key Personnel have prior experience working closely with Bill Hawkins and the Stantec Estimating team on completing ICE Reviews on the Columbia Boulevard WTP.

Estimating costs accurately and knowing real-time project costs is a fundamental strength that has made Kiewit successful. Our processes, systems of checks and balances, and experienced staff allow us to price all types of work accurately and efficiently. "What gets measured gets attention" is especially true when it comes to using daily, weekly, and monthly reports to track construction costs.

COST CONTROL

Controlling costs on a project begins with knowing what costs and productions should be. We track project costs on a daily or, if necessary, hourly basis so we can compare estimated cost and production rate values to actual performance. Cost monitoring begins at the foreman or craft superintendent level through daily planning of crew size, equipment needed, and quantity of work to be performed. Every week, without exception, the project management team convenes for a detailed review of labor cost (largest variable on the project) to evaluate cost vs. budget performance, composite crew cost, overtime pay, and productivity factors.

Examples of cost control tools we use are shown on the following page in **Exhibit 4.2.3-3**.

Exhibit 4.2.3-3: Daily, weekly, and monthly cost tracking tools help us keep Project costs down

Tool	Frequency	Description
Pre-Activity Meetings	Before each significant operation	Review operation scope with budgeted hours and cost. Set goals and improvements to perform work safely and in full compliance with requirements.
Foreman's Time Cards	Daily	Filled out by foremen and reviewed by supervisors. Includes cost, production, and schedule information for each task completed. Basis of daily cost review.
Daily Cost Review	Daily	Review shift performance, evaluate refinements or changes if needed.
Labor Distribution Report	Weekly	Monitors labor cost for each work activity. Project Manager reviews this report with project staff.
Cost Report	Monthly	Monthly reports provides total project costs by work activity and compares budget to cost on period, to-date, and forecast basis
Method Analysis	First third of duration	Evaluate operation for improvements or refinements. Cold eye review with crew participation and input.
Cost Trend Charts	Significant operations, weekly	Track work components, cost, or quantities. Provide visual aids and quick outlooks to identify trends targeted for improvement.
Purchasing Plan	Ongoing	Strategic procurement program and initiatives focused on effective purchasing, escalation control, and buy terms.
Projections and Cost Forecast	Monthly	Cost forecast integrated in to the monthly cost report. Straight-line analysis unless clear improvement or increased difficulty justified.

KEEPING BUDGET THROUGH DESIGN PHASE WITH MINIMAL REDESIGN

During the preconstruction phase, we will utilize the DART Log to track all proposed value engineering efforts. DART stands for Design Analysis Resolution Tracking. This tool is also used to monitor design progress so that analysis and possible redesign efforts are timely and efficient. DARTs are generated throughout the design reviews and collaborative task force meetings. These value engineering ideas can be proposed by any of the following parties involved in the Project.

Once the DART is discussed and initiated, the CM/GC will develop a rough order of magnitude (ROM) to determine the potential cost savings to the Project. The concept and cost estimates are then re-addressed amongst the task force team to ensure all factors are accounted for. These include design costs, design durations, construction schedule, Owner's overhead, and capital costs, etc.

All factors will be considered prior to making a final decision whether to proceed with a DART item. It is ultimately the responsibility of the Owner to determine a go/no-go decision on each item. If accepted, the DART Log is updated, and the specific items is integrated into the next phase of design.

The DART Log is a live document that is updated as items arise. The log tracks the numbers of total items, accepted/rejected items, on-hold items, and the respective value for each. The DART Log can also be demonstrated by area or discipline to track and generate specific reports per desired locations.

The DART Log has been successfully utilized on our on-going CBWTP STEP Project and embraced by the Owner, Owner's Advisor and the Design team. **To-date, more than 180 items have been identified as potential DART items with 90 implemented over the course of the project, valued at approximately \$58,000,000 of cost savings.**



 Kiewit 	Decision Analysis and Resolution Team (DART) Tracking Matrix			DART #	D0001
				Proposer	
				Date	
Discipline	<input type="checkbox"/> Civil <input type="checkbox"/> Structures <input type="checkbox"/> Drainage	<input type="checkbox"/> Process Mechanical <input type="checkbox"/> Electrical <input type="checkbox"/> O & M	<input type="checkbox"/> Start-up & Commissioning <input type="checkbox"/> Schedule & facility <input type="checkbox"/> Utilities	<input type="checkbox"/> Maint Facility <input type="checkbox"/> <input type="checkbox"/>	
Area of Improvement	<input type="checkbox"/> Constructability / Phasing <input type="checkbox"/> Design Alternative	<input type="checkbox"/> Material Substitution <input type="checkbox"/> General Conditions	<input type="checkbox"/> Standard Spec Change <input type="checkbox"/> Other _____		
Item Description					
Proposal Concept					
Impacts to Design Scope on a Dollar Basis	Impacts to Construction Scope on a Dollar Basis	Impacts to Owner on a Dollar Basis	Impacts to Schedule on a CPM Basis		

Exhibit 4.2.3-4: On the CBWTP project, more than 180 items have been identified to date as potential DART items with 90 implemented over the course of the project, valued at approximately \$58,000,000 of cost savings.

EXPERIENCE IMPLEMENTING TARGET VALUE DESIGN PRINCIPLES AND OTHER COLLABORATIVE BUDGETING METHODS

Not only does the DART benefit our team through design process efficiencies and accountability, but it is an effective tool for target value design. Once an Owner has established a target value for a particular scope of work, the Project Team will work collaboratively with the designers to ensure that the design meets the cost value proposed.

Regular engagement is necessary and accomplished through task forces, weekly meetings, design reviews, etc. In the iterative process of designing to budget, Kiewit will provide value engineering and constructibility reviews and then provide detailed estimates to ensure that design changes are in keeping with target values. The DART log ensures that changes are tracked and that the Team engages in meaningful redesigns.

Design alternatives will be jointly presented to the City. Ultimately, the City will decide on which refinements to accept. Keeping the City at the forefront on design consideration ensures that we provide an end-product with the greatest value to the City.

SAN JOSE HEADWORKS

Kiewit’s Alternative Design Option presented over \$19M in savings



For the San Jose Headworks Project, **Mark Bertolero** and his team proposed an “Alternative Design Option” which presented over \$19M in potential savings to the owner. **This allowed for the design to align with the projects target value and meet project goals.**

POTENTIAL COST SAVINGS

It is Kiewit’s intent to transition the same staff that is currently working on the RWF 1.0 at the plant to this Project. It will be a great advantage and cost savings opportunity for the Owner as all offices and equipment are currently on site. All staff are local and no relocations are anticipated.

Other facilities and services such as washrooms, garbage removal, etc. have

already been setup with vendors and will allow continued services moving forward. With all of these factors taken into account, **Kiewit is able to offer a lower cost work and allow cost saving opportunities to the Owner.**

As design progresses, Kiewit will look at schedule, material, and operational opportunities to maximize the benefit of working on this Project along with the RWF Project.

C. QUALITY CONTROL

Kiewit's Contractor Quality Control (CQC) is a commitment to meeting or exceeding project requirements and providing the Owner with a high-performance product. CQC will verify that both in-process and complete work is compliant with technical construction documents. Managers, supervisors, and craft workers will understand their role in the quality program and their responsibility to finished product.

Quality success comes through the implementation and execution of a quality management system led by experienced Quality Manager and staff. Kiewit will achieve this having a full-time experienced Quality Manager dedicated to this Project, Ahmed Mouada. He will monitor compliance, provide process/product training, and ensure that inspection, testing, and documentation is complete. Ahmed will be independent and transparent.

The partnership between the Owner and Kiewit will be at the forefront of the quality program to ensure communication and collaboration at all levels. The Owner will be involved to set expectations. Ahmed will bridge accountability within the Project Team and ensure that issues are identified and resolution is tracked. He will also record quality innovation and recognize successes.

During preconstruction, our team knows how to support quality in technical design reviews, integrate work procedures into constructibility and value engineering, and establish defined protocols for submittals, shop drawing reviews, and subcontractor/supplier management.

ISO 9001 CERTIFICATION

Kiewit maintains ISO 9001:2015 certification for its water/wastewater work. Kiewit's quality program is independently audited each year to re-affirm compliance with the updated international standard for quality management systems.



During construction, **QC Manager Ahmed Mouada** will administer Kiewit's four-tier Quality Management System (QMS) for consistency and flexibility to manage processes under a project-specific program.

- Tier 1 – Quality Manual and Standard Operating Procedures (SOPs). Documented policies and SOPs that establish policy for quality.
- Tier 2 – Procedures and Codes. Procedures, Inspection & Test Plans (ITPs), forms and checklists specific to a discipline or type of work.
- Tier 3 – Project Quality Plan sets criteria, methods, activities, responsibilities, documentation, and QA measures required to ensure effective operation and control of work.
- Tier 4 – Quality Record includes checklists, forms, and deliverables which state results or evidence of activities performed. Records managed with storage software application.

SIGNIFICANT CHALLENGES FACED ON PREVIOUS PROJECTS

SHUTDOWNS AND CONTINGENCY PLANNING

One of the most significant aspects of working on a live plant is the execution of planned shutdowns, including contingency planning. The foundation of Kiewit's approach begins with a thorough understanding of this project's constraints and unique issues. Each shutdown represents a distinct event requiring the Plant to temporarily divert from its usual day-to-day operations. If a shutdown is not implemented

successfully, returning to service may not be possible and could result in a catastrophic failure. To mitigate this risk, Kiewit plans each shutdown in detail, using an hourly schedule to execute each shutdown seamlessly in close coordination with Plant staff.

Given the risk of an unsuccessful shutdown, contingency planning will form an important part of the work planning process. Work plan brainstorm sessions will include identification of all risks posed then measures to mitigate each item. The project specification can be developed to mandate redundant equipment be present on standby at the operation.

As the other project stakeholders have been evaluating this project for some time and have full-time experience operating the various Plant processes, they will be vital contributors to these brainstorm sessions, and especially for contingency planning.

Each shutdown will require its own individualized hazard evaluation and mitigation plan that will be tailored around the project's key safety drivers: access, LOTO, confined space, hazardous material management, rigging, and fabricated construction devices.

To complete the project safely, on schedule, and with minimal impacts to operations, **Kiewit will use highly experience and consistent staffing – both craft and supervision – to capably develop creative practical solutions and methodically debrief for continued improvements in the succeeding replacements.**

Kiewit's work plans will address – in an operation specific manner:

- Safety Hazard Analysis
- Quality Plan
- Project Requirements
- Applicable Specifications
- Step-by-step instructions
- Hourly schedule
- Materials/Subcontracts
- Required tools and equipment
- Required Plant operations staff, inspectors, and any other stakeholder participation

WRTP PUMP DISCHARGE HEADER MODIFICATION

Eliminated Two Shutdowns through Detailed Planning



The original plan to sever the 42" Header was to shutdown the plant three times and install bypass pumping. Kiewit worked with the plant and engineered the operation and plan down to a single day shutdown with no bypass pumping. This saved the project stakeholders time and money through exceptional planning and coordination efforts.

- Environmental stewardship
- Risk mitigation measures
- Budgets

Before the work plan is finalized it is again presented for review with the crew and stakeholders to validate it, communicate it, and further develop team ownership of the plan. The work plan is a living document. As conditions change and the plan adapts to accommodate safety, quality, risk mitigation, or other elements, the written work plan will capture clear confirmation of the path forward.

Prior to a shutdown, field measurements will also confirm as-built conditions of the work. Client-furnished materials are also verified.

As the work plans are developed further, critical areas may develop that required use of further modeling and/or animation to confirm the plan. Kiewit uses models to help communicate the plan for the installation team.

WRTP PUMP DISCHARGE PIPING RELOCATIONS

Completed five months ahead of schedule



In the original MOPO plan, KIWC had planned to shutdown the plant three times to install two pumps and replace piping. KIWC planned the work and installed both pumps with piping in (1) shutdown. This work was completed months ahead of schedule with no quality or safety incidents.

Contingency planning includes the clear definition of shutdown progress measurements and circumstances that trigger mitigation measures. Kiewit's development and use of detailed shutdown schedules is an essential element in executing critical shutdown work.

Contingency planning will also address unanticipated external influences such as an unanticipated need for the Plant to start back up early or effects from other contractors' work being performed onsite. The Plant will need clear communication of when the operation's point of no return is expected and when it is achieved. Also, a plant shutdown may afford

the opportunity for Plant maintenance staff to address other Plant issues. Coordinating through these external influences will be an important element of the contingency planning.

EARLY PROCUREMENT OF LONG LEAD EQUIPMENT

On the CBWTP Project in Portland, the Project Team determined that critical equipment needed to be an early procurement package. The scope was included in Kiewit's CM/GC contract and a plan developed so that the project schedule and treatment plant would benefit from the accelerated procurement and installation of a mobile centrifuge, electrical switchgear, and other miscellaneous equipment.

For procurement of ozone equipment on this Project, a competitive, best-value procurement will be utilized and bid packaging will be prepared during 60% design. Selection criteria including technical solution, schedule of delivery, cost, and commissioning will be used to determine the overall best-value. Through discussion with suppliers, a portion of the ozone submittal package will be addressed at the 60% design including long lead items such as the ozone generator, power supply, cryogenic valves, and feed gas facilities. Typically, these items can be released early before final design is complete provided there is no change to gas flow rate and concentration. Piping, valves, instruments, and controls can be modified as design is completed without affecting long lead items.

INSTALLATION OF OZONE EQUIPMENT

Kiewit has extensive experience with the installation of ozone generating equipment, liquid oxygen storage and conveyance, and fabrication and cleaning of process pipe. Keys to a successful installation include:

- As-built and engineering to fabricate piping correctly to eliminate re-work and re-fabrication or modifications. This is critical as piping incorrectly fabricated cannot be modified on-site after being cleaned and sealed for ozone use.

- Understanding ozone cleaning facility capabilities and limitations regarding fabricated pieces physically fitting in the cleaning equipment. Recognition and awareness of proper storage of ozone mechanical equipment and process piping. If not controlled could lead to a hazardous condition at start-up.
- Detailed planning and execution for system shutdowns and tie-ins to existing facilities. Plan to finest detail and scheduled so that once a seal is broken the work does not stop until complete.
- Use of trained United Association Plumbers and Pipefitters to execute this work. Use of black lights, and lint free rags to accomplish tie-ins without incident.

MANAGING PRICE VOLATILITY & MARKET CONDITIONS

A supply network is the sum of the resources, relationships and processes Kiewit uses to deliver the right goods and services for our clients. The Kiewit Supply Network (KSN) group specialized in providing comprehensive procurement services to Owners across the construction and engineering industries in multiple markets. The key objectives are to offer Owners a world-class service focused on ensuring equipment, materials, and services are consistently estimated and procured at the right price. **Kiewit has accounts setup with all major vendors around North America and is offered discounts and preferential pricing by various large national suppliers.**

During the bid phase, KSN is intimately involved with the Project team to identify potential supply network risks and ensure that accurate costs for equipment, materials, and services are included in the project budget. By sourcing both globally and domestically, estimating personnel provide competitive and accurate pricing. KSN also serves as a resource for benchmarking and assessing escalation measures for estimators to utilize in the estimating process. This support function allows Kiewit to manage its and the Owners overall commodity risk and, in turn, provide the most cost-competitive pricing.

OZONE EQUIPMENT INSTALLED AT HARRY TRACY WTP



(Top) Mechanical Superintendent Brian Kane was involved in the placement of ozone generator skid into building location at the Harry Tracy WTP Project. (Bottom) One of three Ozone generators installed.

In the current volatile market and to overcome any material shortages, we are able to leverage Kiewit's global purchasing power to obtain the best price possible and provide cost certainty to the Owner. During preconstruction, expect an engaged contractor to provide market intelligence, such as that provided by Kiewit's intelligence team at Kiewit Supply Network. Our access to Commodity

REQUEST FOR PROPOSALS

Price Watch and North America Price Watch, as well as access to specialists within IHS, each representing a commodity, help provide relevant, expert, and timely advice regarding timing of material purchases.

EXPECTATIONS FOR MATERIAL AVAILABILITY

During the Preconstruction phase, KSN will be involved to assist with any early procurement required for the Project. Having reviewed the RFP and understanding the Project challenges, Kiewit recommends commencing the procurement of the **Ozone generator** and switchgear as soon as possible. This will allow ample time and opportunity to work with the design team on the final specifications and obtain the best price for the equipment.

On the CBWTP Project, **Field Engineer Haley Bartolomei** was responsible for the early procurement of the Temporary Odor Control system. Working closely with KSN, Haley was able to procure, deliver and install the system on time with no issues in the field. This work was completed more than 50% under the client's budget.



EXPECTATIONS FOR LABOR AVAILABILITY

Kiewit has agreements with various labor unions in the region. Having these agreements in place, allows Kiewit to pull from a pool of trained workers as necessary. Union workers are associated with higher productivity, lower turnover, improved workplace communication, and a better-trained workforce.

The anticipated labor force required for this Project is 10-15. Currently, 20 trained Kiewit

The team is able to provide clients with value added, cost effective services by leveraging Kiewit's annual spend of more than \$6 billion working with more than 22,000 suppliers across all projects, negotiating volume discounts, mitigating supply network risk, and pooling our experienced knowledge and lessons learned.

craft workers are working at the same Project site. Our plan is to shift the same workforce to assist with the completion of this Project. Also, through Kiewit's CBWTP STEP project, an additional 30 trained Kiewit workers will be available to fill needs when required.

Throughout the region, Kiewit is currently employing a more than 900 workers which can be utilized as necessary. Labor shortage is not anticipated to be a concern on this Project.

C. PROJECT SCHEDULE AND LOGISTICS

APPROACH TO MANAGING CONSTRUCTION SCHEDULES

We will produce a preconstruction services schedule that covers all activities that must be completed during the preconstruction phase. The schedule will be time-scaled, logic-driven, and competed in Primavera software.

Preconstruction service activities that are consistent with the task list and cost report will be established, and there will be direct linkage between earned value and work that has been completed. For long-lead items or specialty subcontract or supplier procurement, we will identify preconstruction work activities that tie to construction and include those activities on the preconstruction schedule. Similar to our process for cost control, we will conduct scheduled review meetings to monitor sequence, performance, and the status of work completed and projected.

Kiewit's philosophy is that scheduling is a process, not an event. In collaboration with the Owner, as well as subcontractors, suppliers,

Kiewit will generate a fully integrated Critical Path Method (CPM) Baseline Construction Schedule that takes into account the logic and sequencing of resources. We will develop the schedule based on a thorough understanding of project requirements, construction elements, and GMP. The Baseline Construction Schedule, built in Primavera, integrates design, reviews, permitting, material procurement, submittals, and subcontractor activities. Schedule of value reporting will be used, with critical resources included in the schedule so craft labor and equipment can be tracked against budget.

From this CPM Baseline Construction Schedule, we create progressively more detailed schedules (**Exhibit 4.2.3-4**). To maintain schedule control and consistency, it is critical that each schedule be aligned, reflecting the same dates, durations, and activity breakdown or roll-up. Our schedules will be audited internally prior to submission to ensure the accuracy of logic ties, durations, resource requirements, risk analyses, and other project requirements.

Our process for controlling and updating the Baseline Construction Schedule includes the use of coordinated daily, weekly, monthly, and overall project-based schedules. By tracking progress down to the day, we can anticipate and react to issues and problems to ensure milestones are achieved. Kiewit’s proven methods of schedule management ensure that the schedule reflects field realities and provides timely opportunities for supervisors to review actual versus planned performance. If a negative

trend is identified, we review the operation, re-evaluate the schedule, and develop a recovery plan.

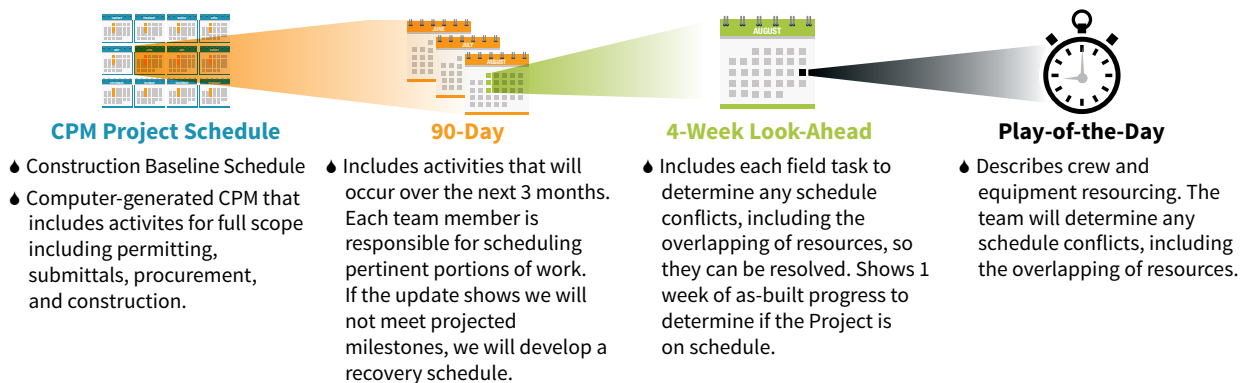
Based on the information available in the RFP and Kiewit’s knowledge of the Plant, we have prepared a preliminary schedule for the CM/GC (**Exhibit 4.2.3-5**). Preconstruction is scheduled on a weekly basis, while Construction is shown on a monthly scale.

MITIGATIONS FOR UNFORESEEN CIRCUMSTANCES OR CONDITIONS

In order to provide schedule certainty, Kiewit will provide the following services:

- Review of all Permits and Requirements – This will allow Kiewit to identify any gaps to mitigate any potential delays related to construction permits.
- Early Site Investigations – This will eliminate any surprises and unknowns during the construction phase. These include pot holing and scanning existing concrete for rebar placement identification. It also includes reviewing the project as-builts to become familiar with the current conditions.
- Early Meetings with Plant Staff – By consulting early with the Plant staff, Kiewit will gain a thorough understanding of any constraints or challenges that we should be aware of to avoid delays during the construction. It will also allow early collaboration with the Plant staff which will continue throughout the Project.

Exhibit 4.2.3-4: Increasingly detailed schedules facilitate active management of the project schedule



involving outages identified to-date, planned relocation of existing utilities, tie-ins, and understanding existing operations and control at the Plant. Subsequent workshops were held on April 30, and September 19, 2019 focused on the review of the MOPO as well as additional topics of interest to the workshop participants.

With Kiewit already working on this Project site, we have gained valuable knowledge of the Plant and have developed close relationships with the Plant operations staff. We have become familiar with the overall processes and understand the priorities of the Plant. It will a great advantage to have the same staff currently working on the RWF 1.0 Project transition into this work. The timing of the two projects work perfectly and allow all staff to be available when this work commences. Construction Manager Brent Simmons was responsible for this coordination and will continue to be the responsible point of contact on this Project.

IDENTIFY POTENTIAL MOPO CONCERNS AND SOLUTIONS

Kiewit will not impact the plant operations. All outage requests will follow the procedures set in place and communicated well before the date. With Kiewit already working on this Project site, we have gained valuable knowledge of the Plant and have developed close relationships with the Plant operations staff. We have become familiar with the overall processes and understand the priorities of the Plant.

We understand that interfaces with adjacent contracts are a big concern for the City. Matt Gardner the proposed Project Manager for Kiewit already meets with the 5th & Kinsman contractor every Wednesday to coordinate nearby construction activities. There is weekly coordination with the City of Wilsonville and WWSP as well, which would require no extra effort, or cost, to continue doing on the WRWTP Upgrade/Expansion Project.

With our extensive experience in operating facilities, we understand the variability in

needs during a high demand season and a low demand season. Kiewit will develop a detailed schedule and work sequence which will avoid the need for any high demand season outages. During the low season when individual process units can be taken offline or when full plant outages of up to 8 hours a day can be planned, any plant shutdown requires an hour-by-hour plan and execution. Shutdowns will be minimized and methodically planned well in advance with the involvement of the Plant Operations Staff.

Early engagement of the Kiewit Team with Plant staff, City, and designer will ensure that MOPO concerns of all parties are addressed.

Our Kiewit team has identified some areas of risk and concern with the Sodium Hypochlorite tanks and chemical feed systems. These systems are of critical importance to the existing plant operations staff and careful planning and execution are essential.

The scope of work to replace/retrofit the piping, storage and pumping systems will take careful planning and coordination to ensure the maintenance of plant operations is maintained. The Kiewit team we have in place has successfully completed similar scope to install seismic restrained tanks, pumping systems and double contained pipelines. At the Harry Tracy WTP Seismic Retrofit project our team installed and commissioned all chemical systems an integrated them into the current plan process with seamless results.

The ideal time to plan this scope to ensure proper routing, work space and outages will be during the preconstruction phase and will be led by Brent Simmons to ensure success during these critical outage windows.



Pictured Left: Seismic Improvements with Chemical Hypochlorite system at the Harry Tracy WTP

4.2.4 Proposed Fees

4.2.4 PROPOSED FEES

A. CM/GC FEE AND RATES PROPOSAL FORM

We have provided the CM/GC Fee and Rates Proposal Form (**Appendix 9.2**) at the end of this section.

B. PRECONSTRUCTION FEE

Kiewit has reviewed the requirements of the RFP and has prepared the attached preconstruction costs. These are inclusive of Kiewit and our subcontractor Christenson Electric Inc. costs.

The preconstruction fee is based on a total of 1,428 Kiewit and Christenson hours. Kiewit understands that worked performed under the preconstruction contract will be accomplished under a not-to-exceed amount. Any cost underruns will benefit the City. It is our experience that the information gathered from the preconstruction services will be vital to ensure the right plan and design is in place to deliver project cost and schedule certainty.

C. CM/GC FEE

The CM/GC Fee of eight percent (8%) will be requested for the construction phase of the Project.

D. GENERAL CONDITIONS WORK FEE

The General Conditions Work Fee of \$321,000, which represents three percent (3%), will be requested for the construction phase of the Project. This fee is based on a Cost of Work of \$10.7M provided by the City.

E. CM/GC FIXED FEE

The CM/GC Fixed Fee is the summation of CM/GC Fee and General Conditions Work Fee which is \$1,177,000. This fee is based on a Cost of Work of \$10.7M provided by the City.

F. RATES

Performance and Payment Bonding Rate:

We are able to provide a rate of 0.60% of the GMP for the Performance and Payment Bond.

General Liability Insurance Rate:

We are able to provide a rate of 0.15% of the GMP for the General Liability Insurance.

Builder's Risk Insurance Rate:

We are able to provide a rate of 0.59% of the GMP for the Builder's Risk Insurance.

Staff Hourly Rates

Our preconstruction and construction staff hourly rates are included in **Exhibit 4.2.4-1** on the following page as part of the Preconstruction Fee document.

Exhibit 4.2.4-1: Preconstruction and Construction Rates

Item	Tasks	Project Manager	Construction Manager	Construction Engineer	Field Engineer	Accountant	Chief Engineer	Lead Estimator	Lead Scheduler	Procurement	Superintendent	QC Manager	Safety Manager	Estimator	Christenson Project Manager	Christenson Estimator	Total Hours	Total Cost
1	Weekly Management Meetings	40.00	24.00	16.00											24.00		104.00	\$21,487
2	60% Cost Estimate	4.00	4.00					16.00						240.00	16.00	120.00	400.00	\$50,172
3	60% Construction Schedule								16.00								16.00	\$2,080
4	60% Cost Comparisons							16.00						16.00		16.00	48.00	\$6,151
5	60% Value Engineering Task Force	16.00	8.00	4.00											12.00		40.00	\$8,158
6	90% Cost Estimate	4.00	4.00					16.00						200.00	12.00	80.00	316.00	\$39,576
7	90% Construction Schedule								16.00								16.00	\$2,080
8	90% Cost Comparisons							16.00						16.00		8.00	40.00	\$5,076
9	90% Value Engineering Task Force	16.00	8.00	4.00											12.00		40.00	\$8,158
10	100% Cost Estimate	4.00	4.00					8.00	8.00					160.00	8.00	40.00	232.00	\$28,939
11	Negotiate and Finalize Contract/GMP	16.00															16.00	\$3,824
12	Early Procurement						8.00			40.00							48.00	\$6,080
13	Invoicing and Status Report					64.00											64.00	\$7,680
14	Develop Project Safety Plan												24.00				24.00	\$4,433
15	Develop Project Quality Plan											24.00					24.00	\$4,433
Precon & Construction Rates		\$239.03	\$211.87	\$195.57	\$146.68	\$120.00	\$135.00	\$135.00	\$130.00	\$125.00	\$195.57	\$184.71	\$184.71	\$115.00	\$154.68	\$134.45		
TOTAL HOURS		100.00	52.00	24.00	-	64.00	8.00	72.00	40.00	40.00	-	24.00	24.00	632.00	84.00	264.00	1,428.00	
TOTAL COST		\$23,903	\$11,017	\$4,694	-	\$7,680	\$1,080	\$9,720	\$5,200	\$5,000	-	\$4,433	\$4,433	\$72,680	\$12,993	\$35,495		\$198,328

APPENDIX 9.2 CM/GC Fee and Rate Proposal Form

Proposer (FIRM NAME) Kiewit Infrastructure West Co.

For the basis of pricing assume the Cost of Work is \$10.7 million.

Description	Amount
1) Preconstruction Fee	\$ <u>198,328.00</u>
2) CM/GC Fee	\$ <u>856,000.00</u> which is <u>8</u> % of the Cost of Work
3) General Conditions Work Fee	\$ <u>321,000.00</u>
4) TOTAL - CM/GC Fixed Fee (2 + 3)	\$ <u>1,177,000.00</u>
5) Performance and Payment Bond Rate	<u>0.60</u> % of the GMP
6) General Liability Insurance Rate	<u>0.15</u> % of the GMP
7) Builder's Risk Insurance Rate	<u>0.59</u> % of the GMP
8) Staff Hourly Rates	Attach separately (informational only)

4.2.5 References

4.2.5 REFERENCES

Below please find our provided references most relevant to the project and work performed by our key personnel.

A. OWNER REFERENCES

WILLAMETTE WATER SUPPLY

Andre Tolme
1850 SW 170th Avenue Beaverton, OR 97003
(925) 360-0646

CITY OF PORTLAND, BUREAU OF ENVIRONMENTAL SERVICES (BES)

Muriel Gueissaz-Teufel, PE, BCEE
5001 N Columbia Blvd, Portland, OR 97203
(503) 823-2498

EAST BAY MUNICIPAL UTILITIES DISTRICT (EBMUD)

Javier Prospero
375 11th St, Oakland, CA 94607
(510) 774-4266

B. ENGINEER REFERENCES

STANTEC

Richard Talley
601 SW Second Avenue Suite 1400, Portland OR 97204-3128
(503) 220-5423

JACOBS

Dave Green
601 SW Second Avenue, Suite 1400, Portland OR 97204
(503) 860-8201

ARCADIS

Peter V. Tymkiw
1525 Faraday Avenue, Suite 290, Carlsbad, CA 92008
(602) 797-4612

C. SUBCONTRACTOR REFERENCES

PLATINUM INDUSTRIAL INC.

Mike Hollifield
7004 Green Mountain Rd, Woodland, WA 98674
(360) 852-0724

JAMES W. FOWLER CO.

Chris Bottoms
12775 Westview Dr., Dallas, OR 97338
(503) 623-5373

WILSONVILLE CONCRETE PRODUCTS

Michael Bernert
31200 SW Industrial Way, Wilsonville, OR 97070
(503) 682-2525

Attachment Resumes

QUALIFICATIONS & UNIQUE KNOWLEDGE

- Mark has managed work on over 12 active water treatment facilities along side many of the proposed Kiewit team members. This means Kiewit's team will hit the ground running with no learning curve.
- Mark is currently overseeing the Raw Water 1.0 Project as the Project Executive and will utilize lessons learned for this Project and will use the balance of both projects on site to reduce overall project costs and ensure a seamless construction experience with both projects.

EDUCATION

BS, Construction Management, California Polytechnic State University, San Luis Obispo, CA, 2000

EXPERIENCE

24 Years in Industry

23 Years with Kiewit

Mark Bertolero

Project Executive



WHY MARK?

- ✓ Mark will bring Kiewit's alternative delivery best practices and is currently the Project Manager for the Columbia Blvd WWTP Project and the Project Executive of the Raw Water Facilities 1.0 Project.
- ✓ Mark has managed the construction of new water and waste water treatment plants as well as progressive design build and other alternative delivery construction contracts. His experience will ensure Kiewit's constructors deliver an achievable schedule and transparent, reliable GMP.

RELEVANT PROJECT EXPERIENCE

Project Executive | Raw Water Facilities 1.0, Wilsonville, OR

This \$47 million project develops new water intake and transmission facilities at the existing Willamette River Water Treatment Plant, including installation of a 66-in. raw water pipeline and construction of a new electrical building, and associated improvements to Willamette River WTP Park such as new trails and overlooks providing enhanced river access. As Project Director, Mark manages and supports the overall CM/GC process.

Project Manager | Columbia Boulevard WWTP, Portland, OR

GMP 1 services include the installation of temporary facilities to maintain plant operations during demolition and construction. This includes a temporary odor control system, a skid-mounted centrifuge system for temporary solids dewatering; structural surface rehabilitation of two secondary treatment aeration basins; subsurface ground improvements; excavation for the two new secondary treatment basins (SECL) and RAS pump station (RAPU), demolition of the compostor facilities and five related structures (STO1, STO2, STO3, SOG Trailer and Synergen Trailer); various existing utility relocations, and a main substation replacement (MASU). As Project Director, Mark manages and supports the overall CM/GC process.

Project Executive/Project Manager | Pinole-Hercules Water Pollution Control Plant, Pinole, CA

The upgrades to an existing water facility increased wet weather capacity to 20 MGD on this \$46 million project. Mark managed the demolition and installation of influent pipe, solids handling pipe, secondary systems and all related facilities. Mark has led the team in planning to ensure no unplanned interruptions to existing operations. Kiewit worked closely with Carollo, plant operations staff, and the project engineer to re-sequence phasing, and have accelerated work to deliver plant features ahead of schedule.

Project Manager/General Superintendent | Harry Tracy Water Treatment Plant Long-Term Improvements, San Bruno, CA

Kiewit rehabilitated a pumping facility to achieve a 140 MGD operating facility for this \$196 million project. Mark teamed with designers and collaborated with the client to develop the design for approval and construction. During construction, he managed all construction operations of 40 staff and 165 craft (approximately 820,000 hours of safe work) integrating with the existing facility, and working with the plant operators to provide a seamless startup and commissioning. His team requested and planned system outages two months in advance, and coordinated outages with other plants to handle increased demands due to outages. Each shutdown had a contingency plan and procurement plan, and there were no unplanned shutdowns. Mark worked with the client's public relations personnel to communicate with the public.

Project Manager/Construction Manager | Bakersfeld Wastewater Treatment Plant No. 3 Expansion, Bakersfeld, CA

This \$219 million project to increase facility capacity from 16 MGD to 32 MGD was delivered using a traditional design-bid-build/low bid delivery method, but Kiewit was instrumental in the permitting and start-up of the cogeneration facility and was able to work with the client and their engineer to overcome obstacles and add value throughout. During procurement, Kiewit discovered that the specification requirements for the gas purification system did not correlate with the design and layout of the slab. Mark and the client, the engineer, and vendor collaborated to re-design the foundations, piping, electrical, and controls. Mark led the team in ensuring no unplanned interruptions during construction. This project included installation of 10 large vertical turbine pumps with VFDs. Mark worked with the City to eliminate impacts to the community, held regular permitting meetings, and led VE efforts, including converting four secondary clarifiers to primary clarifiers. He facilitated startup training for plant staff. There were zero OSHA recordables.

Preconstruction Manager | San Jose Headworks No. 3, San Jose, CA

This project is to construct new headworks and make repairs to existing headworks. Additional scope includes odor control covers over select junction boxes, influent screens, screenings and grit collection areas, corrosion protection, conduits for the collected foul air, combination biological-chemical treatment scrubbers, and modifications to influent pipelines. As construction manager, Mark led the preconstruction efforts for this progressive design build for the City of San Jose. Kiewit is an exclusive subcontractor for design build contractor Jacobs.

QUALIFICATIONS & UNIQUE KNOWLEDGE

- Matt has worked on many similar alternative delivery and pump station projects along side many of the members of Kiewit's proposed team. Resourcing this project with experienced experts means Kiewit's team will hit the ground running - with no learning curve
- Expertise in infrastructure projects including water treatment, seismic retrofits, and mechanical systems.

EDUCATION

B.S., Information Systems, Enterprise Computer Management, University of San Francisco, San Francisco, CA, 2005

A.A.S., Information Systems, Computer Management, MTI College of Business and Technology, Sacramento, CA, 2003

EXPERIENCE

17 Years in Industry

17 Years with Kiewit

Matt Gardner Project Manager



WHY MATT?

- ✓ Matt has extensive experience on treatment plant facilities including Harry Tracy WTP, Pinole Hercules WPCP, Ellis Creek WRF, and the RWF 1.0 Project for WWSP.
- ✓ He has an established history of working with key staff and local labor forces.

RELEVANT PROJECT EXPERIENCE

Project Manager | Raw Water Facilities 1.0, Wilsonville, OR

This \$47 million project develops new water intake and transmission facilities at the existing Willamette River Water Treatment Plant, including installation of a 66-in. raw water pipeline and construction of a new electrical building, and associated improvements to Willamette River WTP Park such as new trails and overlooks providing enhanced river access. Matt was responsible for the GMP estimate including subcontractor outreach and self-perform scopes of work. Matt was the main point of contact for all procurement coordinating between multiple office locations and estimators for all disciplines. Now in Construction, he is managing all construction activities and serves at the main point of contract for the Client.

Project Manager | Pinole-Hercules Water Pollution Control Plant, Pinole, CA

Matt oversaw this \$46 million project to upgrade an existing water facility to increase wet weather capacity to 20 MGD. He managed construction through startup, commissioning, and project completion and closeout. The project included demolition of existing structures and construction of a new solids handling building, headworks, influent pump station, gravity sludge thickener facility, three 80-ft.-diameter secondary clarifiers, an 85-ft. extension of existing aeration basins, an effluent pump station, existing clarifier

mechanisms and primary sludge pumps, relocating the gas flare, replacing return activated sludge and waste activated sludge pumps, and associated piping.

Project Engineer | Oroville Dam Interim Spillway Repair, Oroville, CA

This \$676 million emergency project demolished and reconstructed the 3,000-ft. main spillway and 750-ft. emergency spillway, constructed a 1,450-ft.-long underground secant pile wall to buttress the emergency spillway, and constructed associated site access and improvements to provide future stability. Due to the nature of the emergency repair, the team collaborated with Department of Water Resources designers, regulatory agencies, and stakeholders to continually conform and adapt the design and construction means/methods to unknowable surface and field conditions, while still maintaining strict design specifications and critical timelines. The project included a very confined site where multiple operations were being performed at once to achieve the project schedule. The Oroville project achieved all major milestones and was completed on schedule. It was honored with seven industry awards. Matt was responsible for financial reporting, tracking quantities, managing the P6 project schedule in coordination with the project team, as well as design review and inspection of temporary construction devices. In addition, he managed multiple large subcontractors, and oversees document control (review of submittals and RFI)

Project Manager | Upper San Leandro Reservoir Tower Upgrade, Oakland, CA

This \$7 million project for the East Bay Municipal Utility District consisted of the demolition and removal of existing valves, valve components, ladders, stairways, bridge crane and miscellaneous electrical components for the intake tower. The intake tower was retrofitted with a new 2-ft. wide by 5-ft. deep concrete collar, connected to two buckling restrained braces anchored on-shore in concrete anchor blocks, anchored with multi-strand anchors. As Project Manager, Matt was responsible for all construction, subcontracts, and P6 project schedule. This project had several access constraints requiring an extensive work plan developed to provide land access along very steep slopes to the work area. Working areas, as well as material laydown areas, were very limited creating extensive coordination with the constantly changing access to progress of work. This project delivered on time and within-budget.

Project Controller | Harry Tracy Water Treatment Plant Long-Term Improvements, San Bruno, CA

This \$196 million project involves improving delivery reliability and providing seismic upgrades at this regional water treatment plant to achieve a sustained capacity of 140 MGD for at least 60 days, and to provide 140 MGD within 24 hours following a seismic event on the San Andreas Fault. The work involves decommissioning the existing 6.5 and 8 MG treated water reservoirs and constructing a new 11 MG treated water reservoir, five new filters, replacing the existing 0.5 MG washwater tank, constructing a new 0.5 MG washwater tank, converting washwater clarifiers to equalization basins, installing new high-rate clarifiers, and performing hydraulic improvements to various treatment units. Matt worked with project startup team on office setup and establishing project controls including development and execution of project subcontracts and material contracts for this \$196 Million water treatment plant and seismic upgrade.

QUALIFICATIONS & UNIQUE KNOWLEDGE

- Brent is currently the General Superintendent for the Raw Water Facilities 1.0 Project and has intimate knowledge of the local workforce.
- Expertise in infrastructure projects including water treatment, seismic retrofits, and mechanical systems.

EDUCATION

High School Diploma

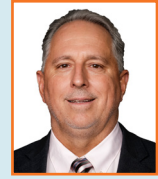
EXPERIENCE

35 Years in Industry

33 Years with Kiewit

Brent Simmons

Construction Manager/General Supt



WHY BRENT?

- ✓ Brent has vast experience working on large municipal water projects, including the Orange County Wastewater Treatment Plant, the Ellis Creek Water Reclamation Plant, Crystal Springs/San Andreas (CSSA) Transmission Upgrade for the San Francisco Public Utilities Commission, and Sacramento River Water Treatment Plant.
- ✓ Brent plans to use his current experience at the Wilsonville WTP with Veolia operators to ensure the right plan is in place to execute all MOPO operations.

RELEVANT PROJECT EXPERIENCE

General Superintendent | Raw Water Facilities 1.0, Wilsonville, OR

This \$47 million project develops new water intake and transmission facilities at the existing Willamette River Water Treatment Plant, including installation of a 66-in. raw water pipeline and construction of a new electrical building, and associated improvements to Willamette River WTP Park such as new trails and overlooks providing enhanced river access. Brent is currently responsible for all construction operations.

General Superintendent | Oroville Dam Interim Spillway Repair, Oroville, CA

Brent was responsible for all of the concrete placement for the main spillway section of the project. Total quantity placed in the 2017 season was 60,000 cy of structural concrete and in the 2018 season 70,000 cy of structural concrete. The project was fast paced and schedule critical, Kiewit met the contractual milestone date for 2018. This emergency repair project is reconstructing the 3,000 ft. long concrete main spillway and strengthening the adjacent emergency spillway at the nations tallest dam.

Construction Manager | IOL Kearn Expansion Project, Imperial Oil Limited, Alberta, Canada

Brent was responsible for all phases of construction to install 3000 driven pile, 9000 cubic meters of concrete

foundations, and 245 Modules for the Kearn Expansion Project. The project also included a large scope of civil, mechanical, piping, and electrical installations, totaling \$1.6 billion-dollar project.

General Superintendent | Sacramento River Water Treatment Plant, Sacramento, CA

The project involved expanding the city's existing river water treatment plant expansion to increase the plant's capacity from 100 to 160 MG. Brent managed the planning and construction startup of the project which included new concrete structures, mechanical equipment, upgrading the electrical and control equipment, and constructing the new treatment train.

General Superintendent | Crystal Springs/San Andreas (CSSA) Transmission Upgrade, San Francisco Public Utilities Commission (SFPUC), San Mateo, CA

For this \$94 million-dollar project, Brent was responsible for all marine work, which includes the removal and install of underwater structures, piping, CIDH pile, and excavation. The project is a series of inlet and outlet structures, pipelines and pumping facilities that move water from the Crystal Springs Reservoirs north to San Andreas Lake and the Harry Tracy Water Treatment Plant, and then into the water distribution pipelines. The project area (including all construction, staging, and access areas) covers approximately 135 acres and is composed of seven distinct project components running approximately 7.6 miles across the Peninsula Watershed. The project also included construction of a new Crystal Springs Pump Station.

General Superintendent | Ellis Creek Water Reclamation Plant, City of Petaluma, Petaluma, CA

Brent was responsible for all phases of construction and oversaw the coordination of 47 subcontractors. The new facilities included an influent force main, headworks facility, two oxidation ditches and secondary clarifiers, tertiary filters, UV disinfection facilities, a recycled water and fire water pump station, recycled water storage reservoir, potable water pump station, sludge thickener facility, two phase digester, boiler building, digested sludge storage tank, screw press dewatering system, bio-filter odor control system, operations and maintenance building, polishing treatment wetlands and vegetated treatment wetlands, standby generator system, power distribution system and other facilities necessary to provide a functional treatment facility.

General Superintendent | P1-102 Activated Sludge (Orange County), California Sanitation District, Fountain Valley, CA

Brent was responsible for all phases of construction on the Orange County Wastewater Treatment Plant upgrade. The project consists of construction on the Secondary Activated Sludge Facility 2 at Plant Number 1. The project scope involves construction of blower building #2, which houses four 1500-HP Turbplex blowers; aeration basin #11-16; secondary clarifiers #27, #29, and #31-34; return activated sludge (RAS) / waste activated sludge (WAS) / scum pumping systems; modification of the existing bleach building; power building #9; secondary clarifier electrical building; aeration basin tunnels 30 and 31 piping; secondary clarifier gallery; and miscellaneous site flow distribution structures.

QUALIFICATIONS & UNIQUE KNOWLEDGE

- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Expertise in infrastructure projects including water treatment, seismic retrofits, and mechanical systems.

EDUCATION

B.S., Civil Engineering,
Gonzaga University, Spokane,
WA, 2015

EXPERIENCE

8 Years in Industry
7 Years with Kiewit

Chris Walsh

Construction Engineer



WHY CHRIS?

- ✓ Chris brings his experience working on the Raw Water Facilities Project for WWSP and his familiarity with plant operations.
- ✓ The CM/GC team will benefit from his experience scheduling and estimating this type of work, for an accurate schedule, and transparent OPCCs and GMP.

RELEVANT PROJECT EXPERIENCE

Senior Project Engineer | Raw Water Facilities 1.0, Wilsonville, OR

This \$47 million project develops new water intake and transmission facilities at the existing Willamette River Water Treatment Plant, including installation of a 66-in. raw water pipeline and construction of a new electrical building, and associated improvements to Willamette River WTP Park such as new trails and overlooks providing enhanced river access.

Superintendent / Field Engineer | Project Neon, Las Vegas, NV

Christopher helped manage and schedule the civil/grading crews for the widening of both the US95 and I-15 highways and interchange, as well as nearby city street work. He worked with MOT subcontractors during multiple traffic switches throughout the project duration, as well as demolition crews during any bridge tear down operation. He worked with NDOT and the design firm to approve all essential submittals or get any RFI's answered in a timely fashion. Along with those responsibilities, he was heavily involved in aggregate and dirt haul tracking and procurement using FiveCubits. This included submitting new types of aggregate base, common fill dirt, and MSE wall backfill to be sure material met specs. He worked with QC to test material and check against job specifications to confirm material would be usable.

Later in the project, Christopher was responsible for the aesthetics, sawcutting, equipment mobilization, and painting subcontracted scope of work. He oversaw all submittals for Federal Heath's aesthetic work, interacting with both Federal Heath and NDOT owners, as well as multiple local artists. He scheduled all aesthetic work, which included excavation, electrical, and installation – a combination of three separate subcontractors. He tracked all installed work, including change orders, and was took responsibility of any and all payment. Using Smartsheet, he also scheduled out sawcutting and equipment mobes for all disciplines. Finally, he was accountable for the scheduling and payment of the painting subcontractors. The aesthetics and painting subcontracts alone were close to \$11 million in work – which Christopher was solely responsible for.

The multi-phase, multi-year project will boost safety, mobility, and accessibility in the most heavily trafficked corridor in the state of Nevada. Project Neon extends 3.7 miles along I-15 from Sahara Avenue to the US-95/I-15 Interchange through the heart of Las Vegas. The primary features of Project Neon's initial improvement will include building a one-mile long occupancy vehicle (HOV) bridge connecting I-15 to US 95, creating a new HOV interchange reconstructing the Charleston/I-15 Interchange and ramp braiding for the southbound movements.

Field Engineer | Avon Wharf MOTEMS Upgrade Project, Martinez, CA,

Christopher helped manage the structural steel work during the construction of the new trestle for Tesoro – which involved tear down of the 60-year old wooden trestle as well as construction of the new, MOTEMS compliant berth and trestle. Christopher assisted with the procurement and logistics of steel, gas, and demo debris. He also obtained weekly permits in order to perform any work within the refinery. Christopher prepared RFIs, compiled QC records for welding and concrete pours, and was responsible for project closeout documentation.

This project involved upgrading a large shipping terminal to meet new requirements of the California Marine Oil Terminal Engineering and Maintenance Standards (MOTEMS). The major elements included refurbishing or replacing all sections of a one-mile access and pipeway trestle and expanding the wharf. All major scopes were self-performed including demolition, refurbishing and removing timber pile, in-water pile driving with vibratory and impact hammers, wharf and trestle construction, cast-in-place and precast concrete deck, and significant electrical and mechanical upgrades. The project was completed five months ahead of the MOTEMS deadline and the new wharf was turned over to the client for testing, commissioning, and immediate use.

Office Engineer | BART Warm Springs Extension Design-Build, Fremont, CA

Christopher assisted the project engineer to field verify completed work and red-line drawings to represent all as-built work. He compiled RFIs and submittals for project recordkeeping in Sharepoint.

Kiewit was responsible for completing the design, as well as constructing the trackway, systems, and the new Warm Springs Station. The Warm Springs Extension added 5.4-miles of new tracks from the existing Fremont Station south to a new station in the Warm Springs district of the City of Fremont, with an optional station to be located approximately midway, in the Irvington District.

QUALIFICATIONS & UNIQUE KNOWLEDGE

- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Expertise in mechanical construction in water treatment plant facilities

EDUCATION

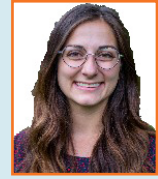
B.S., Construction Engineering, Purdue University, West Lafayette, IN, 2017

EXPERIENCE

4 Year in Industry
1 Year with Kiewit

Haley Bartolomei

Field Engineer



WHY HALEY?

- ✓ Haley brings her experience working on the Columbia Blvd WWTP Project and her familiarity with mechanical plant operations.
- ✓ Her preconstruction experience on the CBWTP project in GMP development and early procurement packaging will benefit the Project.

RELEVANT PROJECT EXPERIENCE

Mechanical Superintendent I Columbia Blvd WWTP, Portland, OR

This CM/GC project is a \$300M expansion and upgrade of existing facilities of the Columbia Boulevard WWTP - including new clarifiers, RAS systems, solids handling equipment, electrical switchgears, substation transformers and MCCs, rehab of aeration basins, and other facilities. Kari was involved in the pursuit of this project and is leading the estimating process for this CM/GC project. During preconstruction, she has been involved in workshops to develop cost models and schedules for this contract that has been split into 2 GMPs. Haley was also instrumental in preparing early procurement packages for long lead equipment. Now in construction, Haley is responsible for mechanical operations.

Previous Work History

- Project Engineer, Mortensen, Portland, OR - Haley's project experience includes an \$18 million tenant improvement for a large confidential Manufacturing customer in Beaverton, OR, and a \$4 million tenant improvement and apron expansion for a confidential Corporate Hangar at an active airport in Hillsboro, OR. As a Project Engineer, her duties included:
 - Performing cost and change management, documentation, and tracking
 - Interfacing with external customers including AHJs

- and third party entities in regards to the permitting and inspection processes
- Creating project schedules and performed progress updates
- Tracking and managing material procurement and identified and resolving issues early on
- Preparing subcontract agreements and scopes of work for trade partners
- Creating owner progress billings and reviewed trade partner pay applications
- Spearheading QA/QC process for the project and conducted field inspections of work put into place
- Coordinating and managing trade partners onsite to maintain safety and productivity
- Estimator, Mortensen, Itasca, IL - Haley estimated large scale commercial, medical, and sporting facilities in Illinois and Utah. Her duties included:
 - Facilitating cost estimates for large scale commercial projects from conceptual design through construction
 - Researching costs through historical data as well as market feedback
 - Providing value engineering and cost analysis to meet and maintain budget
 - Performing quantity takeoffs utilizing various estimating software including 3D modeling
 - Analyzing construction documents for accuracy and completeness ensuring no scope gaps
 - Soliciting trade partner proposals and evaluate bid pricing from all vendors for accuracy and completeness
 - Establishing and maintaining working relationships with vendors and subcontractors

QUALIFICATIONS & UNIQUE KNOWLEDGE

- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Expertise in infrastructure projects including water treatment, seismic retrofits, and mechanical systems.

EDUCATION

B.A. Business Management Administration Business Administration and Management, California State University, Sacramento, CA, 2006

EXPERIENCE

13 Years in Industry

13 Years with Kiewit

Tim Gleaves

Accountant



WHY TIM?

- ✓ Has 13 years of industry experience including 6 years of experience on alternative delivery projects and has worked with clients to accurately represent cost forecasting and billing.
- ✓ Tim currently oversees all business and accounting functions for all of Kiewit's CM/GC projects in Oregon and will bring his expertise to ensure timely and consistent work.

RELEVANT PROJECT EXPERIENCE

Business Controller I Kiewit Infrastructure West Co, Fairfield, CA

Tim holds a senior management position responsible for defining business and accounting practices and to ensure consistent delivery of high quality products and the most effective and efficient services through the business management staff.

Business Controller I Mass Electric Construction Industrial (an affiliate of KIWC)

Tim held a senior management position responsible for defining business and accounting practices and to ensure consistent delivery of high quality products and the most effective and efficient services through the business management staff.

Business Manager I Bakersfeld Wastewater Treatment Plant No. 3 Expansion, Bakersfeld, CA

This \$219 million project to increase facility capacity from 16 MGD to 32 MGD was delivered using a traditional design-bid-build/low bid delivery method, but Kiewit was instrumental in the permitting and start-up of the cogeneration facility and was able to work with the client and their engineer to overcome obstacles and add value throughout. As Business Manager, Tim was responsible for cost reporting and forecasting, account payable and receivable, payroll, and client billings.

QUALIFICATIONS & UNIQUE KNOWLEDGE

- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Expertise in infrastructure projects including water treatment, seismic retrofits, and mechanical systems.

EDUCATION

B.S., Civil Engineering,
University of Southern
California, Los Angeles, CA,
1997

EXPERIENCE

25 Years in Industry
25 Years with Kiewit

Chris Wiese

Chief Engineer



WHY CHRIS?

- ✓ Chris brings over 25 years of controls and scheduling experience from a variety of construction project types and alternative delivery contract models to the project team.
- ✓ His experience as a project engineer has allowed him to become an expert at managing project schedules and document control systems, ensuring that each project is being managed properly, and coordinating with outside parties to guarantee that work during plant shutdowns is completed successfully..

RELEVANT PROJECT EXPERIENCE

Proposal Manager/Lead Estimator | Kiewit Infrastructure West Co., Fairfield, CA

Chris has led proposals and estimates for large-scale infrastructure projects in the US and Canada. In addition to leading designs and estimates, he reviews past costs of similar projects, priced the job overhead, and coordinated with subcontractors and suppliers. Chris has also been involved in Preconstruction scopes of work on alternative delivery projects in the Portland Area.

Project Engineer | Oroville Dam Interim Spillway Repair, Oroville, CA

Chris is responsible for overall project controls, including submittals, quality control records, RFI's, change orders, quantity tracking, progress estimates, and schedules. In February 2017, the Oroville Dam Spillway experienced damage as a result of heavy storms. Kiewit's work to repair the spillway includes foundation preparation, installation of roller compacted concrete, and structural and erosion resistant concrete.

Project Engineer | Warm Springs Extension Design-Build, Fremont, CA

Chris was responsible for overseeing the quality, safety and security certification, punch list, as-builts, and the Operations & Maintenance Manuals during the closeout

phase. He is working with the regulatory agencies to make sure all safety and security testing and agency approval is acquired. The Warm Springs project consists of the construction of 5.4-miles of new tracks from the existing Fremont station south to a new station in the Warm Springs district in the City of Fremont.

Quality Control Manager | Folsom Dam Modification Phase IV, Folsom, CA

Chris monitored safety, environmental, and quality compliance of the field operations and managed the entire QC testing and inspection program for this USACE project. Kiewit had an on-site laboratory for testing concrete and aggregates to ensure quality. Chris managed the testing data and closely monitored the complex temperature controls, specific strengths, and multiple mix designs of the concrete. This project involves finishing the flood control improvements to the Folsom Dam. Phase IV will construct the spillway chute and stilling basin on the downstream side of the new spillway as well as the upstream approach channel and cutoff wall to direct the water to the control structure.

Contract Administrator | Crane Valley Dam Seismic Retrofit Project, Wishon, CA

Chris was responsible for the management of the contract administration staff and change order efforts. Chris worked with the owner and project team for approximately \$20 million worth of change order work, which included redesign of the quarry excavation. This project was a seismic retrofit of the existing hydraulic earth-fill dam for Pacific Gas & Electric. This complicated work took place in one of most environmentally sensitive areas in the Sierra Nevadas and required coordination with multiple agencies and stakeholders.

Assistant Design Manager/Civil Lead | I-405 Sepulveda Pass Widening Design-Build, Los Angeles, CA

Chris was responsible for the Phase 1 civil design, managing multiple designers, coordinating with other disciplines, and developing and implementing design optimizations. On Phase 2, he managed a team to quantify and estimate the civil portion of the project. On Phase 3, Chris was responsible for the overall technical design, managing all discipline leads, planning and scheduling the design packages, coordinating constructability reviews, and resolving design issues. This design-build project involved constructing one 10-mile high-occupancy vehicle lane northbound on I-405 from I-10 to US-101, adding 10-ft shoulders, restriping all lanes to standard 12-ft widths, reconstructing or modifying 23 bridge and ramp structures, building approximately 16 miles of retaining walls, and performing road improvements on the adjacent city streets.

Project Engineer and Contract Administrator | Swift Canal, Cougar, WA

As Project Engineer, Chris was responsible for planning, managing engineers and surveyor, developing, maintaining and managing project schedule (P3), cost control, submittals, document control, change order pricing, progress estimates and quantities, field crews, environmental compliance, coordinating with subcontractors, and communicating with outside agencies. As Contract Administrator, Chris was responsible for contract administration, document control, change order pricing, and progress estimates and quantities.

The scope of work included excavation, foundation treatment and grouting, dam embankment, drainage pipe with HDPE liner, shotcrete, and reinforced concrete lining.

QUALIFICATIONS & UNIQUE KNOWLEDGE

- Expert in developing project cost models and maintaining the cost model so that assumptions, contingency, risk, and estimate approach are fully understood by the client, design team, and ICE
- 8 years of experience in CM/GC and other alternative delivery project models

EDUCATION

High School Diploma

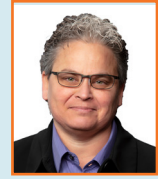
EXPERIENCE

32 Years in Industry

27 Years with Kiewit

Kari Larsen

Lead Estimator



WHY KARI?

- ✓ With over 32 years in the industry, she understands what it takes to build complex work, as well as the forethought to consider how unforeseen events could impact cost.
- ✓ She has collaborated with project owners and designers to develop comprehensive, accurate, and transparent cost evaluations. Kari also reviews subcontractor quotes along with the project schedule to proactively pinpoint and correct issues.

RELEVANT PROJECT EXPERIENCE

Lead Estimator | Kiewit Infrastructure West Co, Fairfield, CA

Kari currently serves as the Lead Estimator for Kiewit's Northern California District. Currently, the estimating team has over 40 full time personnel and supports the Preconstruction phases of 7 other CM/GC projects in the region. While promoting teamwork and learning, Kari requires a disciplined, systematic approach to produce accurate estimates. She is process-driven and transparent as she works with estimators and clients.

Alternative Delivery Projects that Kari has overall estimating oversight on as Kiewit's Northern California Lead Estimator:

- 12/80 Crossing, GMGC, Caltrans, Fairfield, CA
- SM 101 Managed Lanes, CM/GC, Caltrans, San Mateo, CA
- SFOBB Foundations Removal Phases 1, 2, & 3, CM/GC, Caltrans, Oakland, CA
- Klamath River Dam Renewal, Progressive Design-Build, Hornbrook, CA
- Raw Water Facilities 1.0, CM/GC, Willamette Water Supply, Wilsonville, OR
- Columbia Boulevard WWTP Expansion, CM/GC, City of Portland Bureau of Environmental Services, Portland, OR

Lead Estimator | Columbia Boulevard WWTP Expansion, Portland, OR

This CM/GC project is a \$300M expansion and upgrade of existing facilities of the Columbia Boulevard WWTP - including new clarifiers, RAS systems, solids handling equipment, electrical switchgears, substation transformers and MCCs, rehab of aeration basins, and other facilities. Kari was involved in the pursuit of this project and is leading the estimating process for this CM/GC project. During preconstruction, she has been involved in design and value engineering workshops to develop cost models and schedules for this contract that has been split into 2 GMPs. Her team focused on schedule-critical early works packages in GMP 1 utilizing a risk register alongside the Client to identify and track risks to either eliminate or mitigate through design.

Lead Estimator | San Jose Headworks No. 3, San Jose, CA

The project included a new headworks and repairs to existing headworks. Odor control covers over select junction boxes, influent screens, screenings and grit collection areas, corrosion protection, conduits for collected foul air, combination biological-chemical treatment scrubbers, and modifications to influent pipelines were included in project scope. Kari led the estimating process, GMP and schedule development, and evaluation and pricing of risks for this \$63M progressive design-build project.

Project Superintendent/Project Manager | WBV-07 Planters Pump Station Fronting Protection and Modifications, Belle Chaise, LA

This project involved constructing a continuous line of hurricane flood protection across the discharge basin at Planters Pump Station along the Algiers Canal. The river setting, transporting cranes on barges, limited working areas with tight access, existing underground structures and piling, and severe weather conditions all contributed to creating a challenging project. The design incorporated pile-founded reinforced concrete T-wall monoliths. New butterfly valves were installed on extended steel discharge pipes. Other work included modifications to existing pumping station utilities, dewatering systems, temporary retaining structures, excavation, clearing, and grubbing.

Kari managed all aspects of the pile driving and shoring operations including scheduling, hiring, planning, procuring, cost controls, and installation of all permanent and temporary pile and shoring. This included sheet pile, concrete pile, H-pile, dolphin pile, cofferdams, templates and underwater rock placement along with cranes, barges, maintenance. The project received the Best Overall Concrete Project Award for 2012 by the Louisiana chapter of the ACI.

Field Superintendent | Natomas and South River Pump Stations, Sacramento, CA

The contract called for two pumping stations at the northern end and midpoint on the Lower Northwest Interceptor, a 19-mile regional pipeline that transported approximately 200 MGD of sewage from the Natomas community in northern Sacramento and the city of West Sacramento to a wastewater treatment plant located in Elk Grove. Kari was responsible for work planning, scheduling, cost tracking, and procuring materials, supplies, and equipment. She coordinated with inspectors, subcontractors, consultants, and other crews, and handled RFIs and submittals.

QUALIFICATIONS & UNIQUE KNOWLEDGE

- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Planning and execution of large scale construction operations

EDUCATION

B.S., Journeyman Electrical License, Nebraska State Electrical Board

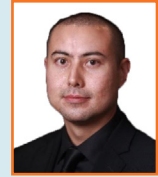
EXPERIENCE

18 Years in Industry

6 Years with Kiewit

Mike Lee

Lead Scheduler



WHY MIKE?

- ✓ Mike's experience providing and managing a realistic, well-planned schedule, and his familiarity with planning operations to meet that schedule with input from the client and other stakeholders will directly benefit this project
- ✓ He oversees estimate schedules, current project schedules, and provides schedule analysis for new pursuits and existing projects for all types of contracts.

RELEVANT PROJECT EXPERIENCE

Schedule Manager | Various Projects for Kiewit Infrastructure West Co, Vancouver, WA

Mike has developed and managed or supported multiple complex project schedules for Kiewit over the past five years including:

- Raw Water Facilities 1.0 (Wilsonville, OR) - Water Treatment Plant and Raw Water Intake Upgrades
- Phillips 66 Freeport LPG Export Terminal (Freeport, TX) - New Liquefied Petroleum Gas Export Terminal
- Riviera Beach Clean Energy Center (Riviera Beach, FL) - New 1,250MW Three-on-One Combined Cycle Natural Gas Power Plant
- Sandy Creek Energy Station (Riesel, TX) - New 940MW Coal Fired Power Plant
- Plum Point Energy Station (Osceola, AR) - New 665MW Coal Fired Power Plant
- Nebraska City Station Unit 2 (Nebraska City, NE) - New 682MW Coal Fired Power Plant

Schedule Manager | Oroville Dam Interim Spillway Repair, CA

Mike was assigned to the project during NTP and was responsible for development of the critical path method schedule (CPM) and updated the schedule as the design progressed to reflect actual construction means and

methods. His responsibilities include working with the client and project team to maintain and revise the schedule as needed. Mike has also been involved in time impact analyses throughout the life of the project.

This project, undertaken as an emergency response, repairs both the primary and emergency spillways at the Oroville Dam complex. The scope of work includes foundation preparation, dental excavation, installation of 1,050,000 CY of RCC, and structural and erosion resistant concrete to reconstruct the damaged main spillway. In addition, the project includes repair of the emergency spillway by constructing a structural concrete cut-off wall, a secant pile wall, and then placing RCC between the cut-off and secant pile walls to buttress the emergency spillway.

Scheduler | Farrington/Kamehameha Guideways, Honolulu, HI

As scheduler, Mike was responsible for maintaining and updating the critical path method schedule (CPM). He created the revision schedules that were used to complete the projects, and the Time Impact Analyses used to resolve commercial issues. Project Neon was the largest design-build project in NDOT history. The project increased safety, mobility, and accessibility in the most heavily traveled corridor in the state of Nevada. The primary features included building a one-mile HOV bridge connecting I-15 to US 95, adding two HOV lanes in each direction, nearly four miles of freeway reconstruction, 30 bridges, and significant utility relocations.

The West Oahu/Farrington Highway and Kamehameha Highway Guideway projects are the first two segments of the Honolulu High-Capacity Transit Corridor. The combined projects include 11 miles of double track aerial structure. The contract included deep foundations, substructures, and superstructure for the aerial guideway; two balanced cantilever bridges spanning the H1 freeway; installation of nearly 22 miles of track work; extensive utility relocations; and roadway widening.

Previous Work History

- Scheduler, Various Projects, Zachary Group - Mike was responsible for creating and maintaining EPC schedules and specialty schedules (i.e. baseline, milestone, recovery, start-up) on various projects. He tracked baseline and weekly schedule variances, critical paths, maintained detailed scheduled logs and coordinated with project stakeholders.

QUALIFICATIONS & UNIQUE KNOWLEDGE

- Excels at building relationships with clients and creates trust with suppliers by meeting with them early to discuss pre-agreements, payment terms, and advance engineering for early cash flow.
- His construction background across multiple markets helps him identify potential risks early to alleviate disruptions.

EDUCATION

M.S., Geotechnical/Civil Engineering, South Dakota School of Mines & Technology, Rapid City, SD, 2002

B.S., Civil Engineering, South Dakota School of Mines & Technology, Brookings, SD, 1986

EXPERIENCE

35 Years in Industry

18 Years with Kiewit

Raja Ponniah

Procurement Lead



WHY RAJA?

- ✓ With over 35 years of industry experience, Raja leverages his relationships with suppliers and manufacturers to streamline the procurement process.
- ✓ Raja leads outreach and good faith efforts to disadvantaged businesses, including reviewing bond waiver requests, insurance issues, and technical lessons learned. Raja's diligence when working with subcontractors and his recent experience with CM/GC water projects will be integral to Procurement efforts on the Project.

RELEVANT PROJECT EXPERIENCE

Senior Contracts Manager | Kiewit Infrastructure West Co., Fairfield, CA

During the pre-bid stage, Raja is responsible for soliciting, negotiating with, and selecting qualified subs, suppliers, and services to join the Kiewit team. During this process he provides outreach to these companies by performing a compliant good faith effort, including reviewing and assisting firms with bond waiver requests, insurance issues, and technical lessons learned.

During construction, Raja is responsible for managing and assisting subs and suppliers; drafting project-specific additional provisions; assisting with large and/or high risk sub and supplier contract negotiations; reviewing and approving all agreements (subcontract, materials contract, professional services, etc.); assisting with resolution of major subcontract and material contract change disputes; maintaining district subcontract metrics and rood cause reporting; assisting with XBE issues; reviewing and assisting with bond waiver requests; reviewing and assisting with insurance issues; and assist with subcontractor cost overrun on projects.

Quality, Environmental, & Compliance Manager | Marsh Landing Generating Station, Antioch, CA

Raja is responsible for managing three salaried staff to complete all aspects of quality, environmental, and

compliance. He is also responsible for obtaining, maintaining, and closing the permits. He also is responsible for reporting to the regulatory agencies.

The project involves construction of an 800-MW natural gas-fired power plant with four 200-MW simple cycle units. The equipment includes four Siemens 5000F(4) combustion turbines, four emissions control systems complete with selective catalytic reduction and oxidation catalysts, exhaust gas-tempering air fan systems, three fuel gas compressors, and balance of plant equipment. The work involves moving 110,000 cy of dirt, pouring 16,000 cy of concrete, installing 30,000 lf of 2- to 24-in. process pipe, 100,000 lf of electrical conduit, and all electrical and instrumentation and controls.

Contract Administration Manager & Project Engineer | Devils Slide Tunnel, Pacifica, CA

As Contract Administrator, Raja was responsible for all contract change order work, contract revenue, and subcontract management.

As Senior Project Engineer, Raja was responsible for management of subcontractors, suppliers, project scheduling, contract revenue, cost accounting, orders, coordinating survey, submittals, and administering environmental compliance and quality control.

The project involved constructing two bore tunnels approximately 4,100 ft. long, 30 ft. wide, 22 ft. high, and 60 ft. apart. The project scope includes roughly 225,000 cu. yd. of excavation and 80,000 cu. yd. of tunnel concrete. The tunnel will be constructed through granitic, sandstone and shale formations using the New Austrian Tunneling Method, which relies on inherent rock strength for support. Kiewit is one of the few contractors in the U.S. to use this type of tunneling method.

Project Engineer | NSR Pumping Stations (Lower Northwest Interceptor), Sacramento, CA

Raja was responsible for contract administration, including management of subcontractors, suppliers, project scheduling, contract revenue, cost accounting, orders, coordinating survey, submittals, and administering the project safety and quality control plans.

The project involved construction of the New Natomas and South River raw sewage pumping stations (200 MGD each), which are a portion of the Lower Northwest Interceptor.

QUALIFICATIONS & UNIQUE KNOWLEDGE

- Chad has spent the majority of his electrical career in the industrial field. His experience is in water/wastewater, hydroelectric, manufacturing facilities, and industrial plants.
- Chad is an A-level inspector in the state of Oregon, as well as a licensed Journeyman Wireman in Washington.

EDUCATION

IECO Electrical Apprenticeship

CERTIFICATIONS

- OR General Supervisor
- OR A Level Inspector
- WA Journeyman License
- OSHA 10
- OSHA 30
- Defensive Driving Training
- CPR & First Aid Training

EXPERIENCE

27 Years in Industry

14 Years with Christenson

Chad Privratsky

Electrical Superintendent



WHY CHAD?

- ✓ Chad brings 27 years of project management experience on a side array of large, complex, multi-million dollar projects. He has a vast knowledge of managing critical path items, removing and replacing generation switchgear, shutdowns and controls.
- ✓ Chad has extensive experience in training and leading crews, customer relations, design assist, and getting projects completed on time and within budget constraints.

RELEVANT PROJECT EXPERIENCE

Project Manager | Carmen Smith Hydroelectric Facility, McKenzie Bridge, OR

Christenson's scope on this \$1.7M project involved the replacement of (2) 60MW GSU transformers, MV switchgear, LV service switchgear, instrumentation and control upgrades.

Project Manager | River Terrace South Pump Station, Sherwood, OR

Christenson's scope on this \$650k project involved instrumentation and controls for a new sewer lift station.

Project Manager | Schmeer Pump Station, Portland, OR

Christenson's scope on this \$400k project involved instrumentation and controls for a new sewer lift station.

Project Manager | Bonita Pump Station, Tigard, OR

Christenson's scope on this new \$1.35M sewer lift station project involved instrumentation and controls.

Project Manager | Total Plant Batch Upgrade, Eugene, OR

Christenson's scope on this \$2M project involved complete instrumentation upgrade from 120VAC to 24VDC control.

Project Manager | New 3200A Electrical Service, Springfield, OR

Christenson's scope on this \$2.3M project involved new electrical service and feeders to replace existing.

Project Manager | Hills Creek and Lookout Point, Eugene, OR

Christenson's scope on this \$1M project involved installation of large backup generator and rebuild of Gantry crane

Project Manager | Water/Wastewater Facilities, Corvallis, OR

Christenson was involved in multiple projects over the years, from a CSO project and solids handling digester upgrade, to transformer rebuilds, MCC and pump upgrades, as well as maintaining a 5-year service agreement for repairs and additions.

Project Manager | Turbine Generator Installation, Toledo, OR

Christenson's scope on this \$6M project involved the installation of (2) new 10mW gas fired turbine generators and associated control and power upgrades, as well as maintaining a maintenance crew for daily projects.

QUALIFICATIONS & UNIQUE KNOWLEDGE

- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Expertise in electrical scopes of work in operational industrial plants.

EDUCATION

Electrical Apprenticeship

CERTIFICATIONS

- OR JW Electrical License
- OR Supervisors License
- OSHA 10
- OSHA 30

EXPERIENCE

21 Years in Industry

2 Years with Christenson

Garland Dotson

Electrical Foreman



WHY GARLAND?

- ✓ As Electrical Foreman, Garland will help plan, implement and deliver a successful project. He supervises, sequences, coordinates and monitors all work to ensure that this project is completed on schedule to the highest quality standards.
- ✓ Garland's area of expertise is industrial water treatment plants and has 12 years' experience working in water treatment facilities.

RELEVANT PROJECT EXPERIENCE

Electrical Foreman | Carmen Smith Hydroelectric Facility, McKenzie Bridge, OR

Christenson's scope on this \$1.7M project involved the replacement of (2) 60MW GSU transformers, MV switchgear, LV service switchgear, instrumentation and control upgrades.

Electrical Foreman | IPS/Secondary Clarifier Upgrade, Hillsboro, OR

Christenson's scope on this \$1.7M project involved underground duct bank for IPS E-House, (4) new upgraded clarifiers, and odor control.

Electrical Foreman | Hannah Mason Pump Station, Portland, OR

Christenson's scope on this \$1.2M project involved five pumps, public restrooms, and park equipment storage for a new pump station.

Electrical Foreman | Digester Complex, Hillsboro, OR

Christenson's scope on this \$2.2M project involved (2) new digesters, electrical MCC service, and rerouting of main duct bank for new MCC service for a new sewer lift station.

Electrical Foreman | Legacy Salmon Creek Medical Center, Vancouver, WA

Christenson performed electrical scopes on this \$42M project to build a new 6-story medical Center involved 468,890-SF main hospital building with two L-shaped patient towers.

Electrical Foreman | FedEx Distribution Hub, Troutdale, OR

Christenson performed electrical scopes on this \$35M project to construct of nearly 15 miles of conveyor belt systems.

Electrical Foreman | Intel RA Water Treatment Plant, Hillsboro, OR

Christenson performed electrical scopes on this \$120M project to build a new complete water recycling facility.

Electrical Foreman | Durham CWS Phase 5, Durham, OR

Christenson performed electrical, instrumentation, and controls scope on this \$2.7M project involved the construction of new Aeration basin, clarifier, odor control, electrical room with new MCC service. The project utilized 120V, 480V, PLC and controls.

QUALIFICATIONS & UNIQUE KNOWLEDGE

- Extensive experience working during preconstruction to plan installation of mechanical equipment and electrical components at operating facilities without unplanned interruptions to service.
- Supervising work on the \$196 million Harry Tracy WTP and others gives him unique skills and lessons learned to inform constructability reviews and manage safe site work

EDUCATION

High School Diploma

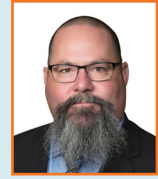
EXPERIENCE

30 Years in Industry

16 Years with Kiewit

Brian Kane

Mechanical Superintendent



WHY BRIAN?

- ✓ Most of Brian's 30 years of experience comes supervising work at active facilities, and he is adept at coordinating with operations and developing MOPOs to ensure no unplanned interruptions.
- ✓ His lessons learned working with constructors, designers, and plant operators to maximize value for clients during design, then executing plans in the field, will deliver a reliable GMP and the most efficient and high-quality construction means and methods.

RELEVANT PROJECT EXPERIENCE

Mechanical Superintendent | San Mateo WWTP Upgrade, San Mateo, CA

Brian was responsible for yard piping operations and procurement. Kiewit is a subcontractor to Sundt and has been awarded a \$97M package. The work includes the construction of headworks facilities, primary clarifier, primary effluent pump station, BioActiflo process, biological nutrient removal (BNR) facilities, membrane filtration facilities, MBR equipment Building, below-grade utility corridors, flow equalization basins (FEB), chemical storage and feed facility, disinfection improvements, odor control, site work, landscaping, conveyance of solids, electrical and standby power, new warehouse with mezzanine, and new administration building.

Mechanical Superintendent | San Jose Headworks 3, San Jose, CA

Brian was responsible for mechanical operations on the \$60M progressive design-build project to construct headworks 3, and decommission headworks 1 at the San Jose-Santa Clara Regional Wastewater Facility. The new structures included headworks and bar screens, grit handling, pump station, concrete lining of the 8 mg basin, 96 in force main line, 120 in gravity sewer lines and other diversion areas. Kiewit is a subcontractor to Jacobs, and our scope included civil work, under and above ground

pipng, installation of mechanical equipment, and concrete operations.

Mechanical Superintendent | Harry Tracy Water Treatment Plant Long-Term Improvements, San Bruno, CA

Brian was responsible for the planning and installation of filters, two small pump stations in overflow basins, four new high rate clarifiers, six vertical turbine pumps, one low pressure blower, eight submersible mixers, tank subcontractor, and various piping, and integrated the new facilities with existing operations with no unplanned interruptions to service. Brian worked hand in hand with the plant operators daily to ensure no unplanned interruptions, holding thorough pre-activity meetings. If tie-ins or other work had the possibility of impacting operators, he planned the work at least a month in advance, and developed the plan in collaboration with the operators. He worked closely with Mark Bertolero, the project manager, to integrate work plans and facilitate efficient construction. The project will provide delivery reliability and seismic upgrades to achieve a sustained plant capacity of 140 MGD.

Superintendent | Bakersfeld Wastewater Treatment Plant No. 3 Expansion, Bakersfeld, CA

This upgrade project included installation of 10 large vertical turbine pumps with VFDs to expand capacity from 16 MGD to 35 MGD. Brian worked with the City, plant staff, the designer, and Mark Bertolero throughout the project to implement VE solutions and ensure no unplanned interruptions. Value engineering developed by Brian and the Kiewit team during preconstruction included converting four primary clarifiers to new 175-ft. diameter secondary clarifiers. To tie in without interrupting service, Brian developed secondary plans with insurance measure. Shutdowns were required on some of the tie-ins and these were scheduled during periods of low flow to minimize disruptions.

Superintendent | Ellis Creek Water Recycling Facility, Petaluma, CA

Brian was responsible for above ground piping and equipment for 17 MGD, \$119 million wastewater treatment plant that processes sewage flows on an environmentally sensitive site. He worked with plant staff to coordinate tie-ins, and supervised a 36-inch hot tap tie-in, drilling into a live line to avoid interruptions. Kiewit constructed approximately 60 structures including several small pump stations and 90,000 feet of underground piping.

Superintendent | Waterman Water Treatment Plant, Fairfield, CA

Brian was responsible for all underground piping and tie-ins on this \$50 million water treatment plant expansion for the City of Fairfield. Brian worked with the pipe manufacturer to develop specifications that would make the work most efficient. The project involved upgrading the water treatment plant from 15 to 30 MGD. Kiewit refurbished this existing plant and pump station to increase capacity and improve reliability. Kiewit worked with MWH Global, the Owner's Engineer. Multiple phases of work, and shutdowns, required close coordination with the facility staff.

Superintendent | Mud Mountain Dam Fish Passage Facility, Enumclaw, WA

Brian was responsible for the procurement and installation of two 30' pneumatic weir gates, air piping, and temporary controls. Brian was also responsible for managing all mechanical equipment and structural steel suppliers for the Fish Passage Facility.

QUALIFICATIONS & UNIQUE KNOWLEDGE

- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Expertise in infrastructure projects including water treatment, seismic retrofits, and mechanical systems.

EDUCATION

High School Diploma

Retired Labor Foreman, Local 185

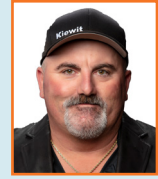
EXPERIENCE

30 Years in Industry

28 Years with Kiewit

Dave Pritchard

Structures Superintendent



WHY DAVE?

- ✓ Dave brings over 30 years of industry experience to the project including involvement in the Raw Water Facilities 1.0 Project where he helped oversee 200 hp vertical turbine pump replacement work, pads demolition and new construction.
- ✓ Dave plans to use his current experience at the Wilsonville WTP with Veolia operators to ensure the right plan is in place to execute all MOPO operations.

RELEVANT PROJECT EXPERIENCE

Superintendent | Raw Water Facilities 1.0, Wilsonville, OR

This \$47 million project develops new water intake and transmission facilities at the existing Willamette River Water Treatment Plant, including installation of a 66-in. raw water pipeline and construction of a new electrical building, and associated improvements to Willamette River WTP Park such as new trails and overlooks providing enhanced river access. Dave was involved in preconstruction in the development of the GMP and is now responsible for structural scopes of work.

Superintendent | Tucson Section Barrier Wall Replacement, Lukeville, AZ

Dave was responsible for the safety, quality, planning, and scheduling of concrete footing construction & panel installation operations. This project includes the design and construction of approximately 63 miles of the new pedestrian fence in Arizona split between three segments in Douglas, Lukeville, and Naco. The scope includes civil work, on-site panel fabrication, fence installation, cut-and-fill walls, aggregate base road construction, and installation of electrical, lighting, and communication infrastructure along the alignment.

Superintendent I Oroville Dam Interim Spillway Repair, CA

Dave was responsible for the concrete slabs pours on the spillway and supervised crews consisting of finishers & laborers. Maintaining schedule was tantamount to the success of this project, and Dave ensured that his crews met production goals safely and done right the first time.

This project, undertaken as an emergency response, repairs both the primary and emergency spillways at the Oroville Dam complex. The scope of work includes foundation preparation, dental excavation, installation of 1,050,000 CY of RCC, and structural and erosion resistant concrete to reconstruct the damaged main spillway. In addition, the project includes repair of the emergency spillway by constructing a structural concrete cut-off wall, a secant pile wall, and then placing RCC between the cut-off and secant pile walls to buttress the emergency spillway.

Foreman I Folsom Dam Phase IV Approach Channel, Folsom, CA

The scope of work included lining the downstream approach channel adjacent to the control structure with approximately 300,000 CY of concrete and over a million CY of excavation. Additional scope included construction of a spur dike, modification of haul routes and installation of temporary cofferdams. Dave oversaw HDPE pipe installation, as well as leveling concrete pours for the new spillway.

QUALIFICATIONS & UNIQUE KNOWLEDGE

- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Expertise in infrastructure projects including water treatment, seismic retrofits, and mechanical systems.

EDUCATION

B.C.E. Civil Engineering, Civil Engineering Institute at Biskra (Algeria)/National Institute of Applied Sciences, Lyon (France), 1998

CERTIFICATIONS

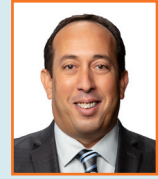
- Construction Quality Management for Contractors (USACE)
- Certified Reinforced Concrete Special Inspector (International Code Council, #5314000-49)
- Asphalt Pavement 101
- Ultrasonic Tester Level 1

EXPERIENCE

20 Years in Industry
7 Years with Kiewit

Ahmed Mouada

QC Manager



WHY AHMED?

- ✓ Ahmed brings the team over 20 years of experience writing and implementing project-specific quality control plans that ensure engineers and superintendents know what to do to meet and exceed client expectations, with inspection, testing and documentation on work similar to the RWF 1.0 Project.
- ✓ His experience at the Lower Crystal Springs Dam, Folsom Dam, and the Oroville Dam Interim Spillway Repair projects demonstrate his ability to develop strong client relationships for effective QC during design, construction, start-up and commissioning.

RELEVANT PROJECT EXPERIENCE

QC Operations Manager | Raw Water Facilities 1.0, Wilsonville, OR

Raw Water Facilities 1.0 is a CM/GC project involving modifications to an existing treatment plant pump station. Construction includes installing new vertical turbine pumps, seismic improvements, ground improvements consisting of DSM and Jet Grouting, a C200 water pipeline within the limits of the plant, a pile-founded new electrical/operations building, stand-by generators, surge tanks, and a trenchless crossing installed in a secant Shoring system. Pre-construction services included value engineering and constructability reviews, environmental and permitting plans, construction management plans, maintenance and operation plans, opinion of probable costs, and progress schedules at 30%, 50%, 90%, and GMP.

QA/QC Operations Manager | Oroville Dam Interim Spillway Repair, CA

As a quality control manager overseeing civil and structural operations, Ahmed is responsible for scheduling and supervising all quality control inspections/testing and QC personnel for the project, in addition to reviewing and approving the quality control document submittals to the state's Department of Water Resources. He worked to prepare the QC plan and is responsible for all submittals related to the QC program. He revises the plan to cover upcoming scopes of work, incorporating responses to

RFIs from the client. Ahmed has developed a productive client relationship and effectively manages the inspection schedule to ensure the necessary QC oversight is maintained for all daily operations.

The first phase of construction was completed on Nov. 1, 2017, with the objective of ensuring that the main spillway could safely pass 100,000 cu.ft. per second (CFS). This phase included removal and reconstruction of 2,270 ft. of the main spillway with a combination of structural concrete and roller-compacted concrete.

QA/QC Lead | Folsom Dam Phase IV Approach Channel, Folsom, CA

Ahmed implemented and managed the contractor's quality control program on the final phase of the Folsom Dam Joint Federal Powers Program. He coordinated, and oversaw the performance and execution of the construction inspection and testing services for the Project (structural, civil, and mechanical) assuring that the quality of the work meets or exceeds the project's contractual requirements, and maintained the standard of excellence.

The scope of work included lining the downstream approach channel adjacent to the control structure with approximately 300,000 cu. yd. of concrete. The project also included approximately 750,000 cu. yd. of excavation in the dry and 350,000 cu. yd. of excavation in the wet. Dredging and underwater blasting to remove bedrock was a significant piece of the project. Additional scope includes construction of a spur dike; modification of the existing site including haul routes and installation of a temporary cofferdams and cutoff walls.

Quality Control Manager | Lower Crystal Springs Dam Improvement Project & Crystal Springs/ San Andreas Transmission System Upgrade, , San Mateo, CA

Ahmed inspected all phases of the work for conformance with the approved design documents, specifications and applicable material and workmanship provisions of the Code. He was responsible for overseeing the performance of inspections in a timely manner to ensure quality requirements were met and avoid delay of work. Ahmed submitted test and inspection reports to the building official, contractor, the structural engineer of record, and other designated persons in accordance with the special testing and inspection summary schedule.

The Lower Crystal Springs Dam Improvement Project included demolition of the existing dam's spillway, construction of a new 280-ft. wide ogee crest spillway, new parapet walls increasing the height of the dam by eight feet, and constructing a new stilling basin.

The Crystal Springs/ San Andreas Transmission System Upgrade project covered approximately 135 acres and was composed of seven distinct project components running approximately 7.6 miles across the Peninsula Watershed. The project included upgrades to the water transmission pipeline, the outlet structures at Crystal Springs and San Andreas reservoirs, the Upper Crystal Springs Dam culverts, and the construction of a new Crystal Springs Pump Station.

Previous Work History

- Senior Construction Inspector/Operations Manager, Apex Testing Laboratories, Inc., San Francisco, CA
- Lead Project Engineer, Quality Structural Engineering & Design, Santa Clara, CA
- Project Engineer, Group Construction, San Jose, CA
- Design Engineer, Albert Alexanian & Associates, Inc, San Mateo, CA

QUALIFICATIONS & UNIQUE KNOWLEDGE

- Expertise in infrastructure projects including water processing facilities, roadways, and reinforced concrete structures.

EDUCATION

B.S., Applied Sciences, U.S. Coast Guard Academy, New London, Connecticut, 1987

CERTIFICATIONS

- OSHA 10 and 30 certifications
- SAP Train-the-Trainer maintenance modules
- Primavera scheduling software package
- Excel - Training at Solutia
- Microsoft Word and PowerPoint - expert efficiency at use
- Scaffolding Competent Person

EXPERIENCE

15 Years in Industry

2 Years with Kiewit

Bill Lewis, CHST

Safety Manager



WHY BILL?

- ✓ Bill has been a proven, get-results leader with fifteen years of construction and professional leadership experiences. He offers an strategic planning, problem-solving, customer focus, and team-building background along with creative thinking.
- ✓ He has diverse experience in planning, training/development, and executing projects safety programs.

RELEVANT PROJECT EXPERIENCE

Safety Manager I Raw Water Facilities 1.0, Wilsonville, OR

This \$47 million project develops new water intake and transmission facilities at the existing Willamette River Water Treatment Plant, including installation of a 66-in. raw water pipeline and construction of a new electrical building, and associated improvements to Willamette River WTP Park such as new trails and overlooks providing enhanced river access. Bill developed and implemented the project's safety program. He recognizes hazards and mitigation strategies to keep everyone safe, and ensures that craft and staff are being trained regularly.

Site Safety Manager I Kiewit Infrastructure West Co. - Portland Area

- Bill developed company-specific trainings and taught all aspects of safety during over 50 orientations for 100+ new employees on confidential client treatment plant in Hillsborough.
- Oversaw inventory of safety equipment and budget for 70+ craft workers
- Crews worked over 450 days without a recordable incident
- Conducted daily safety audits with field crews
- Led Craft Voice In Safety (CVIS) committee that sets tone for crews safety direction and goals

- Helped design, procure, and install safety signs that were used by other Kiewit regional projects
- Organized, procured food, and ordered prizes for safety BBQ's
- Organized prizes, Food, vendors for Casino night to celebrate 10 week accident free push
- Complied slides and trained 20 supervisors on new OSHA Silica dust requirements
- Initiated, coordinated, and promoted a 200-day accident-free celebration at a Hillsboro Hops All-Star baseball game.
- Kicked off daily meetings with supervision discussing site wide safety concerns.
- Conducted respirator fit tests and training for crews
- Managed Confined Space program and conducted training for staff and craft onsite

Structures Journeyman I Confidential Project, Hillsboro, OR

Bill was a Structures Journeyman for Kiewit's scope of this \$400M confidential project to develop, design, and construct an onsite water treatment facility that addresses the client's need for additional pretreatment of industrial wastewater prior to its discharge to the municipal sewer system.

Previous Work History

- Site Safety Manager, Turner Construction, Portland Metro Area, OR
- Site Safety Manager, JT Wimsatt, Beaverton, OR
- Journeyman/Foreman Carpenter on Various Regional Projects, United Brotherhood of Carpenters – Portland, OR



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: August 16, 2021		Subject: Resolution No. 2918 NW Natural Gas Installation of High Pressure Fueling Equipment	
		Staff Member: Scott Simonton, Fleet Manager	
		Department: Fleet Services	
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 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 type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transit Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Consider NW Natural's proposal to install and maintain Compressed Natural Gas (CNG) fueling equipment at SMART's Boberg Road facility.

EXECUTIVE SUMMARY:

Over the past decade, SMART has steadily increased the number of Compressed Natural Gas (CNG) fueled buses in their fleet. To keep pace with increased fuel demand, our existing CNG fueling equipment has been incrementally upgraded and modified as needed. Our current compression equipment has reached the end of its useful life, and can no longer be expanded upon in its current configuration. Vendor support for our compressors is no longer available, and we are now relying on rented fueling equipment, at a cost of \$6,900 per month, until a permanent solution is in place.

Our gas utility, NW Natural Gas, has a program available to us in which they can install and maintain high pressure gas delivery equipment on our site, for which we would pay a monthly equipment fee. Using this approach, rather than buying equipment outright, not only eliminates the need for a large capital investment, it solves two problems that have plagued us for many years: Lack of local vendor support and a complete absence of any secondary fueling options in the event of fueling equipment downtime.

As CNG use is not commonly seen in the Portland area, local vendors with the ability to service the required fueling equipment are difficult to find. We have routinely found it necessary to rely on out of state vendors for system repairs, at the expense of extended downtime and significant added cost for travel time. Under the proposed agreement, NW Natural will handle all maintenance and repairs, with staff based out of their Sherwood service center.

When our existing fueling equipment is offline for repair or maintenance, we have no secondary fueling location available, rendering SMART's CNG buses unavailable for service. When the number of CNG buses was two (2) to four (4), this was an inconvenience, but a manageable one. As we stand now, at nine (9) CNG buses, SMART would not be able to meet their daily service needs without a CNG source. This agreement includes multiple options for backup fueling, including installation of temporary equipment, and access to NW Natural's fueling station in Sherwood.

This is a sole-source procurement. After a public hearing, the State of Oregon's Public Utility Commission adopted the following findings in approving NW Natural's (NWN) CNG program: *"There is no legitimate competitive market for CNG vehicle fueling in Oregon. NWN is providing a service that would not otherwise be available to customers without the utility's involvement in the market."* (Attachment 1, page 9). Oregon public contracting law allows this project to proceed as sole source based on the PUC's findings. ORS 279B.075(1).

EXPECTED RESULTS:

NW Natural will install and maintain CNG fueling equipment producing an estimated 425 gasoline gallon equivalent (GGE) daily. The size of the equipment was designed to meet SMART's current fueling need, while allowing capacity for planned vehicle purchases. NW Natural will perform all maintenance and repair to the equipment, and will provide backup fueling for SMART in the event the equipment is offline.

TIMELINE:

With Council approval, NW Natural is ready to begin work immediately. Project duration is estimated at 12-14 weeks.

CURRENT YEAR BUDGET IMPACTS:

Estimated monthly costs for year one would result in an increase of approximately \$700 per month over the current cost of our existing rented equipment. Monthly charges decrease annually over the life of the ten (10) year agreement.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Monthly charge	\$7,603	\$7,180	\$6,725	\$6,335	\$5,977	\$5,620	\$5,262	\$4,937	\$4,644	\$841	\$0
Monthly Maintenance costs	\$0	\$375	\$525	\$525	\$538	\$538	\$561	\$583	\$583	\$583	\$700
Annual Total	\$91,236	\$90,660	\$87,000	\$82,320	\$78,180	\$73,896	\$69,876	\$66,240	\$62,724	\$17,088	\$8,400

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 8/6/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 8/2/2021

COMMUNITY INVOLVEMENT PROCESS:

SMART’s most recent Transit Master Plan included extensive public outreach. The plan states that SMART will maintain a modern fleet of vehicles, procuring alternatively fueled vehicles whenever possible. Adding this fueling equipment will allow SMART to continue adding alternatively fueled vehicles.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The addition of upgraded fueling equipment will aid transit system reliability, and ensure that the majority of the buses in daily service are alternatively fueled. This results in improved air quality and passenger comfort.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Resolution No. 2918
 - 1. NW Natural Advice No. 17-21, January 19, 2018
 - 2. Draft Proposed Contract

RESOLUTION NO. 2918

A RESOLUTION AUTHORIZING SMART (SOUTH METRO AREA REGIONAL TRANSIT) TO ENTER INTO AN AGREEMENT WITH NW NATURAL GAS, TO PROVIDE HIGH PRESSURE GAS SERVICE AT 28879 SW BOBERG ROAD.

WHEREAS, SMART has an immediate need for high pressure gas service for the purpose of vehicle fueling; and

WHEREAS, NW Natural Gas is the gas utility provider for Wilsonville; and

WHEREAS, NW Natural Gas has a PUC approved program to provide such service; and

WHEREAS, upon researching all available gas service options, City staff has concluded that this is the most advantageous service available; and

WHEREAS, the City Council has duly appointed itself as the Local Contract Review Board, and acting as the Local Contract Review Board, is authorized to award this contract in accordance with State requirements as recommended by staff.

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

Section 1. Based on the above recitals, which are incorporated herein, the City Council, acting as the Local Contract Review Board, does hereby approve and authorize SMART to award a contract for the installation and maintenance of high pressure gas service equipment to NW Natural Gas.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 16th day of August 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

ATTACHMENTS:

A. NW Natural Advice No. 17-21, January 19, 2018

B. Draft Proposed Contract

PUBLIC UTILITY COMMISSION OF OREGON
STAFF REPORT
PUBLIC MEETING DATE: January 30, 2017

REGULAR CONSENT EFFECTIVE DATE February 1, 2018

DATE: January 19, 2018

TO: Public Utility Commission

FROM: Scott Gibbens *SG*

THROUGH: Jason Eisdorfer and John Crider *JE for JC*

SUBJECT: NORTHWEST NATURAL: (Docket No. ADV 694/Advice No. 17-21)
Requests an extension for the Company's Schedule H "Large Volume
Non-Residential High Pressure Gas Service (HPGS) Rider."

STAFF RECOMMENDATION:

Approve Northwest Natural's request in Advice No. 17-21 to extend the Company's Schedule H Rider, effective for service on and after February 1, 2018, for a period of five years, subject to the following condition:

- Staff will perform a review of market conditions prior to February 1, 2020 to determine if alternative Commission action is necessary or if the program should be allowed to continue until January 31, 2023.

DISCUSSION:

Issue

Whether the Commission should allow Northwest Natural Gas Company (NWN) to continue to offer its non-residential High Pressure Gas Service (HPGS), for which there is a potential competitive market, for an additional five-year period.

Applicable Rule or Law

The Commission may approve tariff changes if they are deemed to be fair, just and reasonable pursuant to ORS 757.210. Tariff revisions or corrections may be made by filing revised sheets with the information required under the Commission's administrative rules.

In this particular filing, NWN proposes to extend its provision of a regulated service in a potential competitive marketplace. The Commission addressed this issue in Order No. 14-014, concluding that “[a]lthough natural gas vehicle fueling is potentially a competitive business, CNG fueling is properly considered a utility service and may appropriately be offered under regulated tariffs.”¹ Additionally, the Commission adopted policy criteria for approval of NWN’s provision of CNG fueling as a regulated service. The criteria includes: (1) a demonstration that NWN customers are not only protected from the service offering, but will also receive a net benefit from the company’s entry into the market; (2) no competitive market for CNG vehicle fueling currently exists; and (3) the competitive market for the provision of CNG vehicle fueling may not develop absent utility participation, in other words, utility participation will likely be a catalyst to the growth of a competitive market.²

Analysis

Background

NWN filed Advice No. 17-21 on December 21, 2017, requesting a five-year extension of its Schedule H, Large Volume Non-Residential HPGS Rider. NWN originally asked for authority to provide this service in Advice No. 13-10, submitted on June 27, 2013. NWN proposed to add Schedule H, Large Volume Non-Residential HPGS Rider, to its Rate Schedules 3, 31, and 32 non-residential natural gas service schedules. Due to a significant number of parties expressing interest or concerns in the matter, the Public Utility Commission of Oregon (Commission) opened Docket No. UG 266 to investigate NWN’s proposal.

In Order No. 14-014, the Commission approved NWN’s proposal in Advice No. 13-10 as follows:³

We approve NW Natural's request. Although natural gas vehicle fueling is potentially a competitive business, CNG fueling is properly considered a utility service and may appropriately be offered under regulated tariffs. Moreover, NW Natural has structured its HPGS tariff rider in a manner that meets our requirements for a utility proposing to provide a regulated service in a potential competitive marketplace.

¹ Order No. 14-104 at 6-7 (concluding that CNG fueling falls within the definition of utility service because the term "service" in ORS 756.010(8) is used in its broadest and most inclusive sense and includes equipment and facilities related to providing the service or the product served. The Commission further concluded the statutory definition of "public utility" in ORS 757.005 indicates that the legislature contemplated that alternative fuels for use in motor vehicles would be provided both as a regulated and non-regulated service.).

² Order No. 14-014 at 7-8.

³ Order No. 14-014 at 6, 9, and 10.

In reaching these decisions, we acknowledge the concerns raised by Clean Energy and other [sic] that utilities may have certain advantages as marketplace participants. Due to these potential advantages, we conclude that reviews are necessary to assure the viability and integrity of competitive markets.

Accordingly, we condition our approval of NW Natural's HPGS to a period of two years from the effective date of the tariffs. Following that period, we will revisit the offering to determine whether the regulated service should continue, or whether it should be modified or discontinued on a going-forward basis. To assist that effort, we instruct our Staff to undertake an investigation of the CNG fueling market and NW Natural's participation in it, and to make such recommendations to the Commission as will further the growth of a robust competitive market. We specifically direct Staff to examine whether circumstances on which we based our decision have changed, and to report on the market development in parts of Oregon not served by NW Natural.

On December 14, 2015 NWN filed ADV 173/Advice No. 15-19 which requested a two-year extension of the HPGS program. As directed by Commission Order No. 14-014, Staff investigated the status of the CNG market to determine if circumstances had changed following the Commission's original decision. Staff found that the market had not changed in a significant manner and recommend approval of the proposed extension. The Commission adopted Staff recommendation in Commission Order No. 16-013, which extended the program through February 1, 2018.

HPGS Service⁴

This optional rider provides HPGS through NWN owned and maintained compression equipment sited on a HPGS customer's premises. According to NWN, the HPGS rider responds to customer requests for utility services that would provide the infrastructure needed to support the customer's ability to fuel vehicles using compressed natural gas (CNG).

NWN states that service under Schedule H provides a non-residential customer with a turn-key solution not otherwise available for providing the gas pressure required for vehicle fueling, without a significant upfront capital investment into compression facilities. The terms of service and pricing for HPGS will vary for each installation and will be laid out in the customer's HPGS Service Agreement. The customer will be billed a monthly facility charge designed to recover all equipment, permitting and siting costs. NWN proposes that the monthly facility charge be derived by multiplying the actual

⁴ The summary in this section is excerpted from the October 14, 2013, Staff Report in Advice No. 13-10, pp. 2 and 3.

project costs by an annual cost recovery factor, divided by 12. The cost recovery factor is designed to recover in each year the depreciation on the HPGS equipment plus NWN's financing costs, at its authorized return, for the investment made on behalf of the customer.

In addition, NWN states the HPGS customer's monthly bill will also include a charge for scheduled maintenance, and when applicable, charges for any other services such as unscheduled maintenance or back-up gas service that NWN may provide. The charges under Schedule H will be in addition to the charges for natural gas service billed in accordance with the non-residential rate schedule on which the customer is served. Both the costs and the revenues of this rate rider are treated as "above-the-line" rate regulated services. HPGS customers served under Schedule H will pay all costs associated with the provision of HPGS, and the addition of this service offering will have no negative cost impact on, and in fact benefit, other ratepayers.

This year NW Natural executed the first HPGS Agreement with the City of Portland. This is the first customer to be on Schedule H. Installation of the CNG equipment was completed in December 2017, and operations are expected to begin in the first quarter of 2018. The Company also has two signed feasibility agreements with customers interested in participating in the Schedule H program.

Market Analysis

Unlike Order No. 14-014, Commission Order No. 16-013 did not direct Staff to perform an investigation into the current status and effects of NWN's participation in the CNG fueling market. However, the Staff report stated:

Prior to the end of the two-year period, the Commission should determine whether the service should be continued as is, modified, or discontinued.

In an attempt to determine whether the service should be continued or modified at this point in time, Staff reviewed three questions in this filing that it derived from the direction found in prior Commission orders⁵:

1. Has the CNG fueling market changed in the previous two years? If so, how?
2. Is there or will there be a competitive CNG market in Oregon in the foreseeable future? Does NWN's participation impact the market in a harmful way?
3. Does the program provide a net benefit to NWN customers?

CNG Market Changes

⁵ See Order No. 16-013 at 4.

Based on information provided by the U.S. Department of Energy, Staff found a total of sixteen CNG fueling stations currently open and operating in Oregon. Comparatively, there were fifteen open stations in October of 2016. Two new stations opened in southern Oregon, both of which are outside of NWN's service territory; one station closed outside of NWN's service territory; and two stations located in Vancouver, WA opened within NWN's service territory. Roughly 30 percent of the CNG locations in Oregon are NWN owned sites. Table 1 below displays a list of the CNG stations open over time. Based on the information from the U.S. DOE, Staff concludes that there is little to no change in the CNG fueling market.

Table 1

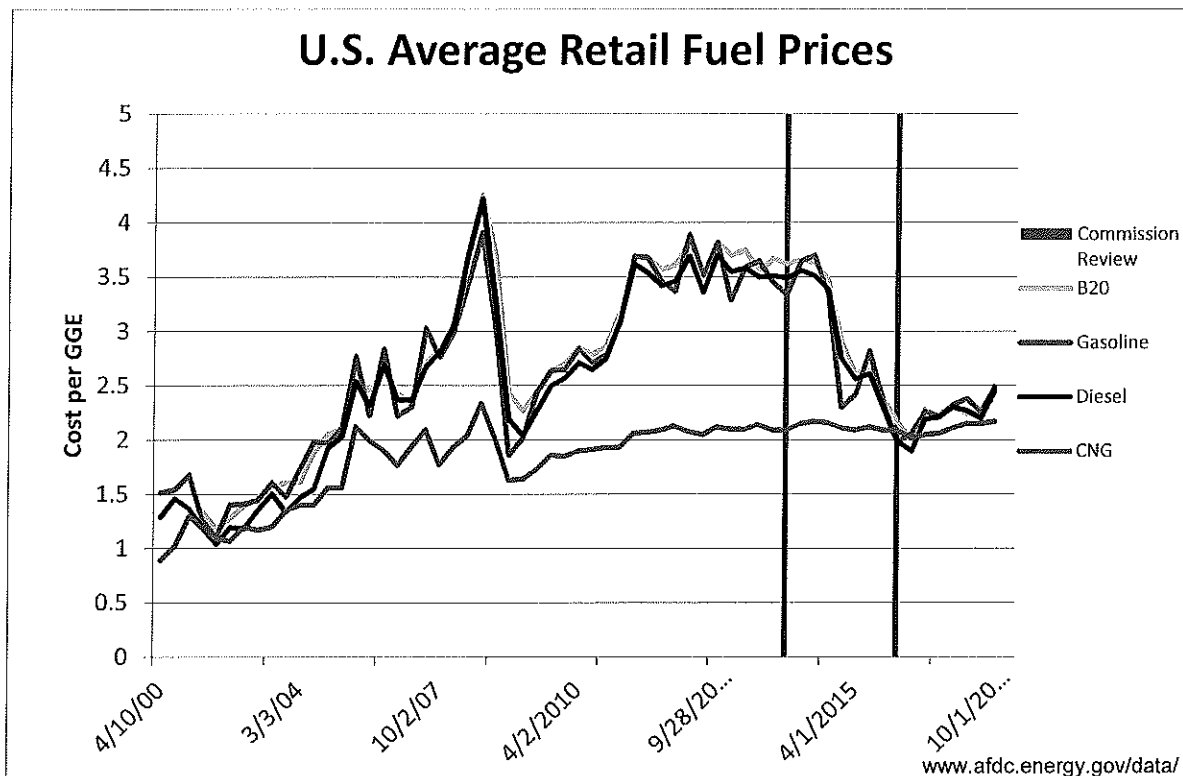
<u>May 2013 Stations</u>	<u>October 2015 Stations</u>	<u>December 2017 Stations</u>
Northwest Natural Gas - Parkrose Service Center	Northwest Natural Gas - Parkrose Service Center	Northwest Natural Gas - Parkrose Service Center
Northwest Natural Gas - Mt Scott Service Center	Northwest Natural Gas - Mt Scott Service Center	Northwest Natural Gas - Mt Scott Service Center
Northwest Natural Gas - Salem Service Center	Northwest Natural Gas - Salem Service Center	Northwest Natural Gas - Salem Service Center
Oregon Department of Administrative Services Motor Pool	Oregon Department of Administrative Services Motor Pool	Oregon Department of Administrative Services Motor Pool
Northwest Natural Gas - Sunset Service Center	Northwest Natural Gas - Sunset Service Center	Northwest Natural Gas - Sunset Service Center
Rogue Valley Transportation District	Rogue Valley Transportation District	Rogue Valley Transportation District
Port of Portland Airport	Port of Portland Airport	Port of Portland Airport
Salem - Keizer Transit	Salem - Keizer Transit	Salem - Keizer Transit
Avista Klamath Falls Service Center	Avista Klamath Falls Service Center	Avista Klamath Falls Service Center
Northwest Natural Gas - Sherwood Service Center	Northwest Natural Gas - Sherwood Service Center	Northwest Natural Gas - Sherwood Service Center
Northwest Natural Gas - Tualatin Service Center	Waste Management - Portland Hauling	Waste Management - Portland Hauling
Northwest Natural Gas - South Service Center	Truck 'N Travel CFN #746	Truck 'N Travel CFN #746
Jackson County Motorpool	Waste Management - Washington County	Waste Management - Washington County
	South Metro Area Regional Transit Agency	South Metro Area Regional Transit Agency

	Jackson County Motorpool	Clean Energy - Central Point Pilot #391
		TruStar Energy - Rogue Green Fuels LLC
		Clean Energy - Waste Connections*
		Trillium CNG*

* Station located in Vancouver, WA

Staff also analyzed how external market forces have affected the growth of the CNG fueling market over the past two years. Table 2 below shows the price of CNG compared to several substitute fuels. The relative price of CNG compared to other fuels which could be utilized to power large vehicles has gotten more expensive. Although the gross price has remained relatively flat, the competing fuels have become cheaper. This occurred dramatically during 2014 and 2015, where the price of CNG went from being roughly 40 percent cheaper than competing fuels to roughly the same price. This makes building new CNG stations less attractive to investors as the long run cost savings or revenues are less likely to offset upfront capital costs in a given amount of time. The dramatic change in relative price was occurring around the same time frame as Staff's previous review of the CNG market. Since that point, prices have remained relatively close, although the most recent data shows a small divergence.

Table 2



CNG Market Competition

Staff finds relatively little change in the competitive nature of the CNG market both within NWN's service territory and outside of NWN's service territory. Although Staff lacks the data to perform a more traditional test of competition in a given market (Herfindahl index or concentration ratio), Staff notes that little has changed since the previous Commission finding of an infant industry with little evidence of a robust competitive market. An increase of a single station does not warrant a change in the previous Commission position in Staff's view. Likely, the decrease in diesel and gasoline prices due to the shale oil boom had a dampening affect on the growth of the CNG market.

In examining how NWN may have or may be affecting competition in the industry, Staff also finds little impact. NWN's service territory encompasses over 50% of the entire population of the state, including the majority of the major population centers. Similarly, the majority of the CNG fueling stations are located within NWN's service territory. In

2015, 70 percent of the non-NWN-owned stations were located in NWN's service territory. In 2017, 69 percent were located within NWN's service territory. Likewise, half of the public CNG fuel stations were located within NWN's territory in 2015 and in 2017.

In summary, Staff finds that the CNG market has developed roughly the same between NWN's service territory and outside of its territory, which have both seen limited development. The changes have been small and insufficient to change Staff's position on the CNG fuel market. The outlook depends largely on the relative pricing of CNG compared to comparative fuels. This is the predominant reason for Staff's recommendation to approve the Company's request to extend the service for five more years, but on the condition that a follow up review of the market conditions be performed no later than two years from the new effective date of the tariff to ensure that circumstances have not changed enough to warrant a shift in Commission policy. To accomplish this, Staff recommends that the Company file a report which discusses the current state of the CNG market, including:

1. The number of new and existing entrants within and outside of NWN's service territory;
2. The current number of customers enrolled and beginning the process of enrolling in the HPGS program; and
3. Other outside factors affecting the development of a competitive market.

This report should be provided by to the Commission via electronic filing no later than December 1, 2019. Staff will then have approximately 60 days to review the market status and inform the Commission should alternative actions be necessary via a public meeting before the two-year anniversary of February 1, 2020.

Net Benefit to Customers

As discussed above, because NWN is offering a regulated utility service in a competitive market, customers must receive a net benefit from the company's entry into the market. Similar to market conditions, Staff sees little change in the benefit to customers found by the Commission in UG 266. As stated in Staff's report dated December 29, 2015:

The additional sales made through the HPGS offering will provide net benefits generally to other customers. The sales of natural gas to the new HPGS customers will make the same contribution to fixed costs as gas purchases by other commercial gas customers. By spreading these costs over a larger volume of sales, the amount affixed costs that are recovered per unit of sales is reduced. The Commission found that NWN's provision of CNG fueling as a regulated service will provide a net benefit to other customers.

Staff recognizes that NWN has an executed contract with a customer and is actively working at the feasibility study stage with two additional customers. NWN will not likely be able to conclude that work without an extension of Schedule H. Staff concludes there is no evidence that NWN's participation in the market has disrupted the development of a competitive market for CNG fueling stations, and notes that such a market has been slow to develop. As a result of these considerations, Staff recommends that NWN's Schedule H, High Pressure Gas Service Rider, be allowed to continue for an additional five years, with a review of market conditions in no longer than two years' time.

Staff concludes that no legitimate competitive market for CNG vehicle fueling currently exists; and NWN's participation is likely to help with the CNG fueling market, which continues to struggle to develop absent utility participation.

CONCLUSION:

Staff finds that circumstances have not changed in the CNG fuel market. There is no legitimate competitive market for CNG vehicle fueling in Oregon. NWN is providing a service that would not otherwise be available to customers without the utility's involvement in the market. The HPGS program provides a net benefit to all NWN ratepayers.

PROPOSED COMMISSION MOTION:

Approve Northwest Natural's request in Advice No. 17-21 to extend the Company's Schedule H Rider, effective for service on and after February 1, 2018, subject to the following condition:

- Staff will perform a review of market conditions prior to February 1, 2020 to determine if alternative Commission action is necessary or if the program should be allowed to continue until January 31, 2023.

HIGH PRESSURE GAS SERVICE AGREEMENT

This High Pressure Gas Service Agreement (“Agreement”), dated _____, 2021 (“Effective Date”) is made by and between Northwest Natural Gas Company dba NW Natural, an Oregon corporation located at 220 NW Second Avenue, Portland, Oregon 97209 (“NW Natural”), and The City of Wilsonville, a municipality located at 29799 SW Town Center Loop E, Wilsonville, Oregon 97070, (“Customer”) (collectively, “the Parties”).

RECITALS

NW Natural provides Large Volume Non-Residential High Pressure Gas Service under its Schedule H, HPGS Rider (“HPGS Rider”);

This Agreement is Phase 3 of a three-phase process to provide information to the Customer to evaluate and obtain service under the HPGS Rider;

In Phase 1 of this process, the Parties entered into a High-Pressure Natural Gas Feasibility Agreement under which the Company evaluated the Customer’s site, fuel needs, facilities, and other factors relevant to service under the HPGS Rider. The Company provided information to Customer to allow Customer to evaluate and estimate costs associated with service under the HPGS Rider;

In Phase 2 of this process, the Parties entered into a High-Pressure Natural Gas Service Site Design and Permit Evaluation Agreement under which NW Natural designed, planned, engineered, and confirmed permit requirements (“Phase 2 Services”) for high pressure gas service facilities (“HPGS Facilities”). For the avoidance of doubt, “Facilities” shall not include any real property or equipment owned by Customer and existing on-site prior to and independent of the planned development;

Customer has provided written notice to NW Natural that it wishes to proceed with Phase 3 of this process and to receive service under the HPGS Rider for a primary term of 10 years and desires NW Natural to proceed with designing, planning, engineering, permitting, constructing, installing, inspecting, testing, and maintaining the HPGS Facilities; and

The Parties are entering into this Agreement in order to set forth the terms and conditions under which NW Natural will provide service to Customer under the HPGS Rider and Customer will pay for service under the HPGS Rider.

NOW, THEREFORE, the Parties agree as follows:

Article 1. SCOPE OF SERVICE BEFORE IN SERVICE DATE

1.1 Description of High Pressure Natural Gas Services. NW Natural shall permit, construct, install, inspect, test, and maintain HPGS Facilities as necessary to allow Customer to take service under the HPGS Rider at the designated location on the Customer’s premises designated in the High-Pressure Natural Gas Service Site Design and Permit Evaluation Agreement (“Site”) and in accordance with applicable state and federal specifications and standard natural gas industry practice. NW Natural may provide these services through its agents.

1.2 Permitting, Constructing, Installing, and Testing

(a) NW Natural shall permit, construct, install, and test the HPGS Facilities at the Site in accordance with drawings and specifications contained in Exhibit A.

- (i) HPGS Facilities include only those facilities installed beyond the Custody Transfer Point, as defined in the Company's General Rules and Regulations contained in NW Natural's currently-effective filed Tariff. The HPGS Facilities are described in Exhibit B.
 - (ii) The HPGS Facilities do not include the optional, non-standard equipment described in Exhibit C ("Optional Equipment"). However, upon request from the Customer, NW Natural may supply, install, and maintain the Optional Equipment described in and under the terms described in Exhibit C. NW Natural will not be liable for damage to or damage caused by non-standard equipment.
- (b) NW Natural shall make best efforts to limit disruptions to Customer's operations during construction during normal business hours.
- (c) NW Natural shall provide Customer the training described in Section 5.1(e).

1.3 Maintaining the HPGS Facilities

- (a) NW Natural shall provide Scheduled Maintenance, Unscheduled Maintenance, Back-Up Services, and Removal of HPGS Facilities in accordance with:
- (i) The General Rules and Regulations contained in NW Natural's currently-effective filed Tariff;
 - (ii) The terms and conditions set forth in the HPGS Rider;
 - (iii) All rules and regulations prescribed by regulatory authorities;
 - (iv) This Agreement and any amendment thereto; and
 - (v) Prudent natural gas industry practices.
- (b) Scheduled Maintenance. NW Natural shall procure and furnish all materials, utilities, equipment, services, supplies, and labor necessary for the routine operation and maintenance of the HPGS Facilities ("Scheduled Maintenance"). Scheduled Maintenance shall include but shall not be limited to, providing periodic testing, adjustment, and calibration of the meter, external inspection of above-ground portions of the HPGS Facilities, and maintenance of all valves, piping, meter and instruments. Scheduled Maintenance does not include maintenance of Optional Equipment.
- (c) Unscheduled Maintenance. NW Natural shall procure and furnish all materials, equipment, supplies, services, and labor necessary for performing non-routine maintenance to the HPGS Facilities ("Unscheduled Maintenance"). Such Unscheduled Maintenance shall include the repair and replacement of HPGS Facilities or their components as the result of normal wear or facility failure associated with the HPGS Facilities or any part thereof required to keep the HPGS Facilities operating efficiently at the design pressures and in accordance with general industry practices and standards. Unscheduled Maintenance includes equipment additions, upgrades, or replacements that are required as the result of changes in law, evolving industry and/or NW Natural engineering design, or field operational standards. Unscheduled Maintenance includes dispatching NW Natural personnel to investigate any abnormality or emergency situation affecting the HPGS Facilities, including the tripping of a compressor system

alarm observed by NW Natural or Customer through its monitoring of HPGS Facilities. Unscheduled Maintenance does not include maintenance of Optional Equipment.

(d) Back-Up Service. If Unscheduled Maintenance disrupts the flow of natural gas through the HPGS Facilities for an extended period of time (mutually agreed upon by NW Natural and Customer), NW Natural will make Back-Up Service available to Customer, subject to availability (“Back-Up Service”).

- (i) NW Natural may provide Back-Up Service at designated NW Natural fueling stations or via deliveries of compressed natural gas (CNG) to the Site at NW Natural’s discretion. If Back-Up Service is unavailable (i.e., redeployed elsewhere or down for maintenance), Customer is not relieved of its obligations under this Agreement, including Customer’s obligation to pay any charges set forth in this Agreement.
- (ii) If Customer receives Back-Up Service under this Agreement, Customer will be charged for the natural gas commodity at the rate set forth in the Rate Schedule under which Customer takes commodity service, and charged for time and materials at the applicable labor rate.

(e) Removal of HPGS Facilities. Upon termination of this Agreement, NW Natural will safely cap utilities used at the HPGS Facilities and remove the HPGS Facilities, except for all cement concrete pads, underground conduits, trenches, bollards, underground piping, underground electrical feeds, and signal cables.

(f) Attempts to Minimize Disruption to Customer. NW Natural will attempt to conduct Scheduled Maintenance and Unscheduled Maintenance that is not due to an emergency condition in a manner that minimizes disruption of the flow of natural gas through the HPGS Facilities.

(g) Notice of Disruption of Flow of Natural Gas through HPGS Facilities. As circumstances permit, when NW Natural determines that any necessary Scheduled Maintenance or Unscheduled Maintenance will prevent the flow of natural gas through the HPGS Facilities, NW Natural will give reasonable notice to Customer prior to making such maintenance, repair, or replacement.

Article 2. CUSTOMER OBLIGATIONS

2.1 Update Notice of Conditions. Pursuant to the High-Pressure Natural Gas Service Site Design and Permit Evaluation Agreement, Customer provided NW Natural notice of all hazardous and potentially hazardous conditions, zoning requirements, permit restrictions, the presence of hazardous wastes, substances, or contaminants, as defined under state or federal law (“Hazardous Substances”), and any other conditions differing materially from those ordinarily encountered and generally recognized as inherent to the work provided under this Agreement that may exist at the Site. Customer shall update such notice as necessary. This notice obligation continues for the term of this Agreement.

2.2 Site Access to NW Natural. Customer shall provide NW Natural access to the Site as described in Article 6.

2.3 Site Security.

- (a) Customer shall own and maintain a lockable security fence around the Site or the HPGS Facilities and a secure staging facility for use during construction and while providing services under this Agreement.
- (b) Customer shall provide NW Natural with a site security plan.
- (c) With the sole exception of the use of the fueling apparatus, Customer may not access or modify, or allow another party to access or modify, the HPGS Facilities without the express written permission of NW Natural.
- (d) Notwithstanding the requirement to secure the HPGS Facilities, Customer shall provide reasonable access at all times to NW Natural personnel performing their duties.

2.4 Operation of Fueling Apparatus and Conducting Activities Near HPGS Facilities.

- (a) Customer shall ensure that the fueling apparatus is operated and activities near the HPGS Facilities are conducted in a safe manner and in compliance with applicable laws.
- (b) Customer shall maintain the minimum clearances around the HPGS Facilities as directed by NW Natural or any authority having jurisdiction over the HPGS Facilities.
- (c) Customer shall not fuel any receptacle that is not fit and certified for transporting and/or containing CNG.
- (d) Customer shall notify NW Natural as soon as reasonably possible of any conditions that may affect operation of HPGS Facilities, including, but not limited to, fires, vandalism, accidents, planned construction, or power disruptions at Customer's premises and specifically on or near the Site.

2.5 Emergency Shut-Off. Customer shall comply with NW Natural's emergency shut-off procedures as indicated on the drawings, site manual and signs posted within the site, or as otherwise communicated to NW Natural.

2.6 Electric Service. Customer shall maintain electric service to the HPGS Facilities through the term of this Agreement.

2.7 Financial Assurance. Customer shall provide the financial assurance required by Article 8.

2.8 Payment for Services. Customer shall make all payments required under Article 4.

2.9 Payment of State and Federal Highway or Other Taxes. Customer is solely responsible for payment of any state and federal highway or other taxes associated with or related to the use or sale of CNG.

Article 3. PROJECT COSTS

3.1 Estimated Project Costs. Estimated Project Costs are shown in Exhibit D. Estimated Project Costs reflect (1) the Site Design Costs agreed to by the Parties in the High-Pressure Natural Gas Service Site Design and Permit Evaluation Agreement; and (2) the Initial Estimated Project Costs provided to Customer pursuant to the High-Pressure Natural Gas Service Site Design and Permit Evaluation Agreement, which includes a contingency amount of 2.5 percent of the Initial Estimated Project Costs.

The Estimated Project Costs, amended as set forth below, will be used to calculate the Monthly Facility Charge under this Agreement as described in Article 4.

3.2 Updates to Project Costs.

- (a) Prior to the Commencement of Service Date defined in Article 5, NW Natural shall update the Estimated Project Costs and amend Exhibit D to reflect:
- (i) The difference between the actual cost to NW Natural to purchase the HPGS Facilities and to design, plan, engineer, permit, construct, install, inspect, and test the HPGS Facilities (“Actual Project Costs”) and the Estimated Project Costs, if the Actual Project Costs are lower than the Estimated Project Costs;
 - (ii) Customer-initiated Change Orders for any reason; and
 - (iii) NW Natural-initiated Change Orders for Material Events. NW Natural shall initiate a Change Order upon the occurrence of a Material Event that is not attributable to the negligence of NW Natural or its agents or NW Natural’s breach of this Agreement, and provided that NW Natural has taken all reasonable action to minimize the impact of such Material Event.
- (b) Prior to the Commencement of Service Date defined in Article 5, NW Natural shall provide Customer with an updated Exhibit D that reflects the Estimated Project Costs and all amendments to date, which will be the “Final Project Costs.”
- (c) After the Commencement of Service Date defined in Article 5, NW Natural shall amend Exhibit D to reflect changes to the Final Project Costs for:
- (i) Capital Additions and Improvements. The cost of capital additions or improvements to the HPGS Facilities that result from Unscheduled Maintenance (“Capital Additions and Improvements”) shall be added to the Final Project Costs and amortized over the remaining contract term.
 - (ii) Other Funding Sources. If tax credits, refunds, grants, rebates, or other monetary benefits are recognized for accounting purposes as a result of the installation of an HPGS Facility at a Customer’s premise, NW Natural will credit such amount, net of any applicable taxes, to the Final Project Costs at the time of recognition (“Other Funding Sources”).

3.3 Material Events.

- (a) For purposes of this Agreement, a “Material Event” shall mean:
- (i) Delays or interference affecting NW Natural’s services resulting from the acts or omissions of Customer or its agents;
 - (ii) The occurrence of a Force Majeure event;
 - (iii) The discovery of Hazardous Substances not brought on the Site by NW Natural or its agents;

- (iv) The occurrence of a material change in any laws, statutes, acts, ordinances, regulations, codes, rules, orders, decrees, permits or rulings after the Effective Date of this Agreement that directly affects the services to be performed under this Agreement; and
 - (v) The discovery of unforeseen site conditions, including but not limited to geotechnical conditions that affect structural support for HPGS Facilities and the presence of archeological resources.
- (b) NW Natural will notify customer in writing of any change orders to include the particulars of the Material Event and estimating the event's expected duration; and the impact on Project Costs.
- (c) The occurrence of a Material Event does not excuse any liability of Customer that arose before the occurrence of the Material Event.

Article 4. PRICE AND PAYMENT TERMS

4.1 Monthly Charges. Upon the commencement of service defined in Article 5 below, Customer shall pay the following four separate monthly charges for services provided under this Agreement, calculated as provided in this Article: (1) Facility Charge; (2) Scheduled Maintenance Charge; (3) Unscheduled Maintenance Charge; and (4) Backup Service Charge.

- (a) Monthly Facility Charge. The Monthly Facility Charge is calculated by multiplying the Final Project Costs contained in Exhibit D by the Capital Recovery Factor set forth in the HPGS Rider and dividing by 12. The Estimated Facility Charge (based on the Estimated Project Costs) is shown in Exhibit D. The Estimated Facility Charge will be adjusted to reflect:
- (i) Changes to Project Costs. Any changes to Estimated and Final Project Costs resulting from the events described in Section 3.2.
 - (ii) Changes to Capital Recovery Factors. If the Public Utility Commission of Oregon approves changes to the Capital Recovery Factors in the HPGS Rider, the Monthly Facility Charge will be revised to reflect the changes.
- (b) NW Natural will provide Customer with a Final Monthly Facility Charge upon commencement of service, and a revised Monthly Facility Charge calculation whenever the Monthly Facility Charge changes.
- (c) Scheduled Maintenance Charge. Customer shall pay a monthly charge for the costs associated with providing Scheduled Maintenance and administrative services. The Monthly Scheduled Maintenance Charge will be calculated as set forth in Exhibit E. Customer's charge for Scheduled Maintenance shall be \$___ per month at the outset of the Agreement. NW Natural will adjust the charge for Scheduled Maintenance on an annual basis to reflect NW Natural's expected actual cost of providing Scheduled Maintenance and administrative services. NW Natural will provide Customer with the updated Scheduled Maintenance Charge on an annual basis.
- (d) Unscheduled Maintenance Charge. Customer shall pay a monthly charge for the costs associated with providing Unscheduled Maintenance in the prior month, if any. However, as explained in Section 3.2, Capital Additions or Improvements that result from Unscheduled

Maintenance shall be added to the Project Costs and amortized over the remaining contract term.

(e) Back-up Service Charges. Customer shall pay the costs associated with providing Back-Up Service. The Back-Up Service Charge will be calculated as set forth in Exhibit F.

4.2 Payment. In accordance with the Rate Schedule 32 (RS32) billing cycle of each month, NW Natural shall give to Customer an invoice reflecting the Monthly Facility Charge, the Monthly Scheduled Maintenance Charge, and, if applicable, the Unscheduled Maintenance Charge and the Back-Up Service Charge. Customer shall pay or cause to be paid the full amount of such invoice within thirty (30) days of the date of the invoice. If Customer fails to make payment of such invoice within said thirty (30) day period, interest shall accrue on the unpaid portion of the billing(s) determined to be due under this Agreement, at the applicable interest rate set forth in NW Natural's Tariff. Further, Customer shall reimburse NW Natural for any reasonable attorney's fees that may be incurred in connection with any activities concerning collection of any payments due.

4.3 Compensation for Optional Equipment. Customer shall pay the actual cost of Optional Equipment as set forth in C upon execution of this Agreement.

4.4 Taxes and Fees. As set forth in NW Natural's Tariff, Customer shall pay all business or occupation taxes, license, franchise or operating permit fees, or similar exactions imposed upon NW Natural by any city or county for engaging in business therein or for use and occupancy of streets and public ways.

4.5 Compensation During Service Outages Required. Customer is required to pay the Monthly Facility Charge and the Monthly Maintenance Charge for the period during which Customer does not receive service. If Customer receives Back-Up Service, Customer will be required to pay the Back-Up Service Charge calculated as set forth in Exhibit F.

4.6 Disconnection of Service. If Customer fails to pay any amount required under this Agreement, NW Natural may disconnect utility service to Customer pursuant to Oregon Administrative Rule 860-021-0305.

Article 5. COMMENCEMENT OF SERVICE

5.1 Service Commencement. Operation at the HPGS Facilities shall become available on or after the date that:

(a) NW Natural provides Customer with written notice that the HPGS Facilities have been installed, tested, and placed in-service;

(b) NW Natural provides Customer with the Monthly Facility Charge and the Monthly Maintenance Charge;

(c) Customer has paid in full the actual cost of Optional Equipment upon execution of this Agreement;

(d) Customer has provided any financial assurance required by Article 8; and

(e) NW Natural provides customer with the training on the HPGS Facilities, including safety requirements, emergency shut-off procedures, and how to dispense CNG from the HPGS facilities.

5.2 Notice of Service Commencement Date. NW Natural will notify Customer of the date upon which these conditions have been satisfied. This date will be the "Service Commencement Date."

Article 6. LEASE, ACCESS, AND OWNERSHIP

6.1 Lease. Customer shall lease to NW Natural the Site consisting of approximately 200 square feet on the Customer's property for NW Natural to provide the HPGS. The Site is more specifically described in Exhibit G. The lease shall additionally include a reasonable right of ingress and egress to and across Customer's property to allow NW Natural to access the Site and a utility easement sufficient to allow access to the HPGS Facilities on the Site. Such lease shall commence on the Effective Date and shall terminate 60 days after the date this Agreement is terminated. No rental shall be payable by NW Natural to Customer for such lease and Customer acknowledges that the consideration for such lease is the Customer's and NW Natural's rights and obligations under this Agreement. Customer shall at its sole cost pay all real property taxes and assessments levied against the Site.

6.2 NW Natural Site Access. Customer shall provide reasonable access to the Site to NW Natural personnel and NW Natural's agents performing their duties. Customer shall provide Site Authorization as described in Exhibit H.

6.3 Ownership of HPGS Facilities. NW Natural retains ownership of the HPGS Facilities through the term of this Agreement and after termination of this Agreement.

6.4 Encumbrances.

(a) For each party (an "Encumbering Party") with a trust deed, lien, or other encumbrance (an "Encumbrance") on the Site, Customer will obtain the Encumbering Party's written agreement with the following: (1) NW Natural owns the HPGS Facilities; (2) the Encumbering Party has no interest in the HPGS Facilities; (3) the HPGS Facilities are not subject to any Encumbrance in which the Encumbering Party has an interest; and (4) NW Natural has the right, at any time, to remove the HPGS Facilities from the Property.

(b) NW Natural may, at its discretion, file a memorandum of lease and gas service agreement or similar memorandum in the county recorder's office to put the public on record notice that (i) NW Natural has the right to access and locate the HPGS Facilities on the Site, (ii) NW Natural owns the HPGS Facilities and has the obligation to remove the HPGS Facilities upon the termination of the Agreement as set forth in the Agreement; and (iii) such other matters covered by the Agreement. Customer shall fully cooperate with NW Natural in connection with the same..

Article 7. HAZARDOUS SUBSTANCES

7.1 Notice of Remediation of Hazardous Substances or Conditions. NW Natural may require Customer to remediate Hazardous Substances or conditions at the Site before NW Natural continues or begins work under this Agreement, or NW Natural may terminate this Agreement pursuant to Section 12.4(b) if the condition or restriction materially affects NW Natural's ability to safely provide the HPGS.

7.2 Hazardous Substances. Customer shall bear all costs and expenses and shall be solely liable for any response, removal, investigation, cleanup, or other remedial action required by applicable environmental laws related to any Hazardous Substance that is not brought on the Site by NW Natural or its agents. NW Natural shall not be responsible for any costs or expenses related to the introduction of Hazardous Substance to the Site by any party other than NW Natural or its agents

Article 8. FINANCIAL ASSURANCE

8.1 Customer agrees to comply with NW Natural's General Rules and Regulations relating to credit and collection policies including, at NW Natural's sole discretion, the requirement for Customer to provide either a payment to NW Natural or a letter of credit that is equal to part or all of the Estimated Project Costs ("Adequate Assurance"). The Adequate Assurance is intended to cover NW Natural's costs in the event that the HPGS Facilities are constructed and Customer fails to make payments under this Agreement.

Article 9. INSURANCE

NW Natural must carry and maintain insurance of the type and in the amounts stated herein throughout the term of this Agreement. Such insurance must cover all risks arising directly or indirectly out of NW Natural's activities or work required pursuant to the terms of this Agreement. Customer acknowledges that NW Natural elects to self-insure its liability to third parties for bodily injury and/or property damage arising out of performance under this Agreement. NW Natural also maintains excess insurance policies that exceed its self-insured limits.

(a) **General Liability Insurance.** NW Natural and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Excess 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.

(b) **Business Automobile Liability Insurance.** If NW Natural or any subcontractors will be using a motor vehicle in the performance of the work herein, NW Natural shall provide Customer with a certificate indicating that NW Natural 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**.

(c) **Pollution Liability Coverage.** NW Natural 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 agreement. NW Natural will be fully responsible for the cost of any clean-up of any materials released by NW Natural or disturbance to the extent caused by NW Natural, 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.

(d) **Workers Compensation Insurance.** NW Natural, 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. 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.

(e) Additional Insured and Termination Endorsements. Customer will be named as an additional insured with respect to NW Natural's liabilities hereunder in insurance coverages. Additional Insured coverage under NW Natural's 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 Customer at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. NW Natural must be an additional insured on the insurance policies obtained by its subcontractors performing any of the work contemplated under this agreement.

Primary Coverage. The coverage provided by these policies shall be primary with respect to NW Natural's liabilities under this Agreement, and as primary to any applicable insurance policies carried by Customer. NW Natural shall be responsible for any retention amounts payable under all policies of insurance.

9.2 Customer shall carry and maintain Excess General Liability Insurance in the amount of \$1 million per occurrence and \$2 million in the aggregate. NW Natural shall be named as an additional insured on Customer's Commercial General Liability Insurance and the policy shall contain a cross liability endorsement and contractual liability coverage for obligations assumed by Customer under the indemnity provisions of this Agreement.

Article 10. FORCE MAJEURE

10.1 The Parties shall not be liable to one another for the failure to perform any of the obligations under this Agreement, to the extent that such failure is a result of Force Majeure. The term "Force Majeure" as employed herein means any cause, event, act or omission whether of the kind enumerated herein or otherwise that is not reasonably within its control.

10.2 Force Majeure shall include, but shall not be limited to, the following: (i) physical events such as acts of God, landslides, earthquakes, fires, other natural catastrophes, epidemics, explosions, and breakage or accident or repairs to machinery, equipment, lines of pipe or any component part of the HPGS Facilities necessary for safe, compliant and prudent operation; (ii) weather-related events, such as low temperatures which cause freezing or failure of the HPGS Facilities or lines of pipe, storms, floods, and lightning; (iii) acts of others such as the need to obtain third party easements and/or rights-of-way, strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (iv) governmental actions or litigation, such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction, including the need to obtain pipe line construction or other permits. Nothing contained herein shall be construed to require the settlement of a strike or labor dispute.

10.3 NW Natural will provide notice of Force Majeure impacting the HPGS Facilities to Customer as soon as reasonably practical after the occurrence of the event, cause or upon receipt of knowledge thereof. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably practical. Failure to give notice shall not be deemed a waiver of such Force Majeure. NW Natural shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to the extent possible, will work to resolve the cause, event, act or omission in order to resume performance under the Agreement.

Article 11. CUSTOMER SALES OF CNG AND ACKNOWLEDGMENTS

11.1 Sales of CNG. Customer may make CNG sales to the extent such sales are consistent with NW Natural's Tariff and this Agreement.

(a) Customer shall be fully responsible and liable to such third parties and shall hold NW Natural harmless as to any third party claims for damages or lost profits associated with any sales to third parties as a result of any service interruptions at the HPGS Facilities.

(b) Customer is solely responsible for compliance with laws related to operation as a retailer of CNG, including responsibility for payment of any state and federal highway or other taxes associated with or related to the sales of CNG. NW Natural transfers custody of the natural gas to the Customer at its Custody Transfer Point. NW Natural is not responsible for vehicle fueling.

(c) Customer Use of CNG. Customer is solely responsible for compliance with laws related to the use of CNG and operation of a CNG fueling station.

Article 12. LIABILITY AND INDEMNIFICATION

12.1 Customer shall protect, defend, indemnify and hold NW Natural, its directors, officers, employees, attorneys-in-fact, agents and affiliated companies, free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character ("**Claims**"), arising out of, in connection with, or incident to this Agreement or any activities contemplated hereunder, including, but not limited to, the amounts of judgments, penalties, interest, court costs, investigation expenses and costs and legal fees (whether incurred at trial, on appeal, in bankruptcy or otherwise), for claims, liens, debts, personal injuries, death or damages to property, and all other claims or demands of every character occurring or incident to, in connection with or arising out of Customer's or its contractors' or subcontractors' negligence or performance of Customer's obligations under this Agreement. This indemnity provision may be limited as necessary by applicable law.

12.2 NW Natural shall protect, defend, indemnify and hold Customer, its directors, officers, employees, attorneys-in-fact and agents, free and harmless from and against any and all Claims, arising out of, in connection with, or incident to NW Natural's or its contractor's or subcontractor's negligence in its performance, or breach of its obligations, under this Agreement, including, but not limited to, the amounts of judgments, penalties, interest, court costs, investigation expenses and costs and legal fees (whether incurred at trial, on appeal, in bankruptcy or otherwise), for claims, liens, debts, personal injuries, death or damages to property, and all other claims or demands of every character. This indemnity provision may be limited as necessary by applicable law. This indemnity shall not include any indemnification that would be prohibited by law, including under ORS 30.285 and ORS 30.287.

12.3 IN NO EVENT WILL EITHER PARTY NOR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL,

CONSEQUENTIAL, LOST PROFITS, OR OTHER SIMILAR DAMAGES TO PERSONS OR PROPERTY, WHETHER SUCH DAMAGES ARE CLAIMED UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR EXPENSE TO PERSONS OR PROPERTY, DIRECTLY OR INDIRECTLY, ARISING OUT OF ITS ACTIONS THAT ARE IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT OR NW NATURAL'S TARIFF, UNLESS SUCH DAMAGES ARE THE RESULT OF A PARTY'S WILLFUL MISCONDUCT.

Article 13. EFFECTIVE DATE/TERM/TERMINATION

13.1 This Agreement shall be effective as of the Effective Date and will continue through 120 months after the Service Commencement Date defined in Article 5. NW Natural and Customer may agree to extend the term of this Agreement. If the term of this Agreement is extended beyond 120 months, the Parties will revise the Monthly Facility Charge and the Scheduled Maintenance Charge consistent with the HPGS Rider.

13.2 Termination by Customer.

(a) At any time prior to the Commencement of Service pursuant to Article 5, Customer may terminate this Agreement by giving NW Natural written notice and paying any amounts required by Section 13.4. NW Natural shall have no further obligation to continue work on the HPGS Facilities and shall incur no liability for discontinuing such work.

(b) At any time after the Commencement of Service pursuant to Article 5, Customer may terminate this Agreement by giving NW Natural 30 days' written notice and paying any amounts required by Section 13.4.

(c) At any time during the term of this Agreement, in the event Customer determines that Customer is unable to perform any obligation under this agreement due to a Force Majeure, other than make a payment due under this Agreement, Customer shall have the right, at its sole election, to immediately withhold and/or suspend the affected performance and/or to terminate this Agreement, in addition to any and all other remedies available to it. Written notice of this decision will be provided by Customer to NWN as soon as reasonably practical after the decision to withhold or suspend performance, or terminate this Agreement is made.

13.3 Termination by NW Natural.

(a) At any time during the term of this Agreement, in the event that Customer shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; or (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; NW Natural shall have the right, at its sole election, to immediately withhold and/or suspend performance and/or to terminate this Agreement and/or request additional financial assurance, in addition to any and all other remedies available to it. Written notice of this decision will be provided by NW Natural to Customer as soon as reasonably practical after the decision to withhold or suspend performance, or terminate this Agreement is made.

(b) At any time during the term of this Agreement, in the event NW Natural determines that (i) Customer has failed to comply with any material term of this Agreement, including but not limited to making payments to NW Natural as required by this Agreement; (ii) Customer no longer qualifies for service under Rate Schedule 3, Rate Schedule 31, or Rate Schedule 32; (iii) Customer has tampered with or otherwise affected the operation of the HPGS Facilities; (iv) a condition at the Site poses a risk to health or safety that Customer has not mitigated within a reasonable period of time; or (v) NW Natural must discontinue its work due to a Force Majeure, NW Natural shall have the right, at its sole election, to immediately withhold and/or suspend performance (or the affected performance, in the event of a Force Majeure) and/or to terminate this Agreement, in addition to any and all other remedies available to it. Written notice of this decision will be provided by NW Natural to Customer as soon as reasonably practical after the decision to withhold or suspend performance, or terminate this Agreement is made.

13.4 Effect of Termination.

(a) Upon termination of this Agreement for any reason by either Party, Customer is required to pay NW Natural as follows:

- (i) If termination occurs prior to the Commencement of Service pursuant to Article 5, NW Natural shall render to Customer a reasonably detailed listing of the actual costs, including any applicable contract cancellation fees, incurred by NW Natural and shall include an invoice. Cancellation fees shall include, but are not limited to, the Production Unit Cancellation fees set forth in Exhibit D.
- (ii) If termination occurs after the Commencement of Service pursuant to Article 5, Customer shall pay or cause to be paid (1) the total amount of Monthly Facility Charges remaining under this Agreement and (2) and the remaining Monthly Scheduled Maintenance Charges that NW Natural has already incurred, or is contractually obligated to incur.

(b) In the event of termination, NW Natural shall render to Customer an invoice reflecting the total amount of such charges. Customer shall pay or cause to be paid the full amount of such invoice within thirty (30) days of the date of the invoice. If Customer fails to make payment of such invoice within said thirty (30) day period, interest shall accrue on the unpaid portion of the billing(s) determined to be due under this Agreement, at the applicable interest rate set forth in NW Natural's Tariff. Further, Customer shall reimburse NW Natural for any reasonable attorney's fees that may be incurred in connection with any activities concerning collection of any payments due.

(c) Upon termination of this Agreement, Customer shall continue to provide access to the Site as set forth in Article 6 to allow for removal of the HPGS Facilities.

Article 14. DISPUTE RESOLUTION

14.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree to settle the dispute by the process described in this Section.

(a) Either Party may give the other Party written notice of any dispute that is not resolved in the ordinary course of business. The Party receiving the notice of dispute may respond in writing. The written notice and response, if any, shall be first submitted to a higher level of

management than the persons with direct responsibility for administration of this Agreement. If the Parties' higher level management are unable to resolve the dispute within ten (10) days after delivery of the written notice of the dispute, and a statement indicating that higher level management was unable to resolve the dispute, shall be submitted to executives of both Parties having the authority to finally resolve the dispute. Within thirty (30) days of delivery of the notice to the Parties' executives, the designated executives shall meet at a time, place and in a manner that is mutually agreeable, and shall resolve the controversy. All reasonable requests for information made by one Party to the other shall be honored in a timely fashion.

(b) If executives of both Parties are unable to resolve the dispute within sixty (60) days after receipt of the notice to the executives, or if the executives fail to meet within thirty (30) days of delivery of the notice, either Party may give written notice to the other Party of its intention to arbitrate the dispute. The Parties must, however, first attempt in good faith to settle the dispute by mediation. If the dispute is not settled by mediation with forty-five (45) days after delivery of written notice of intention to arbitrate, or longer, if mutually agreeable, the mediation shall terminate, and the dispute shall be settled by arbitration. The American Arbitration Association ("AAA") Commercial Arbitration Rules shall govern these proceedings, unless other rules are mutually agreed upon by the Parties in writing. The decision of the arbitrator(s) shall be binding, and judgment on the arbitrator(s) award may be entered in the state or federal courts of Multnomah County, Oregon.

14.2 Nothing in this Agreement shall prohibit or limit a Party's right to initiate litigation to enforce the arbitrator's award, or to obtain injunctive or equitable relief permitted by the terms of this Agreement, or to preserve a superior position with respect to other creditors.

14.3 To the extent allowed by Oregon Public Records laws, all submissions and negotiations between the Parties conducted pursuant to or in contemplation of this dispute resolution process shall be kept confidential by both Parties and treated by the Parties as compromise and settlement negotiations for purposes of applicable court rules of evidence.

Article 15. MODIFICATION AND ASSIGNMENT

15.1 This Agreement may not be modified or amended in any respect except by a written instrument executed by the Parties. No waiver or modification of any provision of this Agreement shall occur as a result of any course of performance or course of dealing between NW Natural and Customer, or from any usage of trade. No Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, any reasonable and documented out-of-pocket costs or expenses NW Natural incurs as a result of NW Natural's provision of consent under this Section 15.1 for a modification or assignment shall be borne by Customer. NW Natural shall provide its response within five (5) business days of any request for assignment received from Customer. Any attempted assignment made without such prior written consent shall be void and of no legal effect. This Agreement shall be binding upon and inure to the benefit of any valid successors or assigns to the original Parties to this Agreement, but any assignment of this Agreement shall not relieve either Party of any obligations to the other Party incurred prior to such assignment.

Article 16. CONFIDENTIALITY AGREEMENT

16.1 The term "Confidential Information" means any information that a Party has in writing as proprietary or confidential, by writing "CONFIDENTIAL" prominently on the material. Nothing in this section is intended to prevent disclosure of information under Oregon's Public Records Laws.

16.2 The Parties acknowledge that as part of performing under this Agreement, the Parties will exchange Confidential Information regarding their facilities and other forms of proprietary information deemed to be confidential. The Parties agree not to disclose Confidential Information during or after the term of this Agreement except to the extent necessary to perform their obligations under this Agreement during the term hereof. Neither Party shall use or duplicate any such information for any other purpose other than for use under this Agreement. Each Party's standard of care under this Article shall be satisfied if it treats the other Party's Confidential Information as it treats its own information that it does not wish to be publicly disclosed, published, or otherwise disseminated.

16.3 Each Party's Confidential Information shall be made available to the other party's employees, subcontractors or agents only on a "need to know" basis.

16.4 The confidentiality obligations imposed in this Section shall not apply to: (1) information that now or hereafter becomes part of the public domain through lawful means; (2) information already known to or developed by the receiving party as demonstrated by written materials that predate the disclosure; (3) information subsequently and rightfully received from third parties without any obligation of confidentiality; and (4) information required to be produced by a lawful government, regulatory, or court order, provided that Customer will provide NW Natural with prompt written notice sufficient to allow NW Natural to seek a protective order or other appropriate remedy.

16.5 Upon termination of this Agreement, each Party shall immediately cease to use any of the Confidential Information disclosed to it pursuant to this Agreement. Upon such termination or expiration, neither Party may retain any Confidential Information of the other Party and shall immediately return to the other Party all written Confidential Information that has been provided to it as well as any copies of Confidential Information.

16.6 Customer agrees that in the event of a breach or threatened breach of this Section, the remedy at law is inadequate and NW Natural may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

ARTICLE 2. SURVIVING TERMS

16.7 The following provisions of this Agreement shall survive termination as specified in such Section or Article, as follows: Article 12, Liability and Indemnification, and Article 16, Confidentiality Agreement.

Article 17. OTHER GENERAL PROVISIONS

17.1 Complete Agreement. This Agreement sets forth the entire integrated agreement of the Parties with respect to the subject matter herein.

17.2 Supersedes Other Agreements. This Agreement supersedes all other agreements relating to the subject matter herein that the Parties may have previously entered.

17.3 Not Construed Against Either Party. This Agreement has been drafted with the joint participation of each Party, and shall be construed to be neither against nor in favor of any Party, rather this Agreement shall be construed in accordance with the fair meaning of its stated terms.

17.4 Headings. The headings set forth in this Agreement shall not affect the interpretation of this Agreement.

17.5 Severability. Any provision of this Agreement held to be unenforceable in any jurisdiction shall be, as to that jurisdiction only, ineffective only to the extent of such unenforceability, without affecting any other provision of this Agreement.

17.6 Interpretation and Construction. Any term used in the plural shall refer to all members of the relevant class, and any term used in the singular shall refer to any one or more of the members of the relevant class. Any masculine term shall also refer to the feminine. References in this Agreement to sections are to sections to this Agreement. "Including" shall mean "including, but not limited to." "Herein," "hereof," "hereto," and other similar terms, refer to this Agreement as a whole and not merely to the specific section or clause where such terms may appear. "Or" shall not be exclusive.

17.7 Signatures May Be in Counterparts; Facsimile or E-Mail Signature Has Legal Effect. This Agreement may be signed in counterparts. A facsimile version or an e-mailed pdf of the signature page shall have the same legal effect as an original.

17.8 Waiver. No waiver by a Party of any provision of this Agreement shall be deemed to be a waiver of any preceding, concurrent, or succeeding breach of the same or any other provision.

17.9 Rights and Remedies Cumulative. Subject to the terms herein, all rights and remedies granted or referred to in this Agreement are cumulative and resort to one shall not preclude resort to any other available right or remedy.

17.10 Signatories Have Authority. The signatories to this Agreement certify that they have the authority to bind the Party they represent.

17.11 Conflict Between NW Natural's Tariff and this Agreement. To the extent there is a conflict between NW Natural's Tariff and this Agreement, this Agreement governs.

17.12 COVID 19 Policies. NWN 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 NWN's employees and/or agents, City employees, and the public.

Article 18. NOTICES AND COMMUNICATIONS

18.1 Any notice or communication permitted or required by this Agreement shall be made in writing; and shall be deemed duly delivered if personally delivered or sent to the other Party by registered, certified, or regular mail, postage prepaid, at the appropriate address set forth below:

For contract-related issues:

To: NORTHWEST NATURAL GAS COMPANY
Attn: Melissa McGoogan
250 SW Taylor Street

Portland, OR 97204

E-mail: Melissa.McGoogan@nwnatural.com

Phone: 503-226-4211

To: City Of Wilsonville
Attn: City Manager, Bryan Cosgrove
29799 SW Town Center Loop E

Wilsonville, Oregon

E-Mail: cosgrove@ci.wilsonville.or.us

Phone: 503-570-1504

For operational issues during business hours:

503-226-4211

For after-hours calls:

503-226-4211

18.2 Either Party may change its address for receipt of notices and communications under this Agreement upon the provision of appropriate written notification to the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

NORTHWEST NATURAL GAS COMPANY

CITY OF WILSONVILLE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

Approved as to form:

Approved as to form:

Counsel for NW Natural

Counsel for the City of Wilsonville

HIGH-PRESSURE NATURAL GAS SERVICE AGREEMENT
DATED _____
BETWEEN NORTHWEST NATURAL GAS COMPANY
AND CITY OF WILSONVILLE

Exhibit A: CONSTRUCTION DRAWINGS AND SPECIFICATIONS

See Attached (PDF) Electrical and Mechanical Drawings.

[PLACEHOLDER]

HIGH-PRESSURE NATURAL GAS SERVICE AGREEMENT
DATED _____
BETWEEN NORTHWEST NATURAL GAS COMPANY
AND CITY OF WILSONVILLE

Exhibit B: HIGH-PRESSURE NATURAL GAS FACILITIES

The High-Pressure Natural Gas Facilities will be located at Customer premises at 28879 SW Boberg Road Wilsonville, Oregon.

The HPGS Facilities will have a designed daily volume of 53 Dth/d (approximately 425 GGE) and a peak hourly flow of 4.7 Dth/hr at a design pressure of no greater than 20 psig.¹ HPGS Facilities are installed beyond the Custody Transfer Point, as defined in NW Natural's General Rules and Regulations contained in NW Natural's currently-effective filed Tariff. Customer is aware that factors such as weather or other issues can affect delivery pressure.

The major items comprising the HPGS Facilities are:

Compression system, without remote monitoring equipment
Compressor pad
Trenches
Compressor skid
Dryers and filters.
Existing Storage vessel(s) to be connected to.
Existing fast fill dispenser (does not include hanging hardware) to be connected to.
Protective traffic bollards new where required by code.
Any modifications or additions to the above major components
5-Slowfill Area Mast Standards with base and retractors.
ESD circuit wiring.
All piping and electrical connections.

EXCLUSIONS: All hanging hardware such as break away fittings, fueling hoses and NGV1 filling nozzles are specifically excluded from Schedule H and shall be acquired by Customer. NW Natural will provide assistance in purchasing excluded items as needed.

¹ Pressure design assumptions set forth in this Agreement are not to be construed as implying a guaranty of any particular level of pressure during service.

HIGH-PRESSURE NATURAL GAS SERVICE AGREEMENT
DATED _____
BETWEEN NORTHWEST NATURAL GAS COMPANY
AND CITY OF WILSONVILLE

Exhibit C: OPTIONAL EQUIPMENT ORDER

Customer has elected for NW Natural to install the following Optional Equipment:

None.

As set forth in the Agreement, payment for Optional Equipment is due upon execution of this Agreement.

NORTHWEST NATURAL GAS COMPANY

[CUSTOMER]

By: _____
Printed Name: _____
Title: _____
Date of Signature: _____

By: _____
Printed Name: _____
Title: _____
Date of Signature: _____

HIGH-PRESSURE NATURAL GAS SERVICE AGREEMENT
 DATED _____
 BETWEEN NORTHWEST NATURAL GAS COMPANY
 AND CITY OF WILSONVILLE

Exhibit D: ESTIMATED PROJECT COSTS

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Projected CAPX	\$ 394,092											
Cost Recovery Fac CAPx Recovery		20.8%	19.5%	18.1%	16.9%	15.8%	14.7%	13.6%	12.6%	11.7%	10.8%	0.0%
Schedule H Billing Cost + Admin	\$ 92,058	\$ 86,935	\$ 81,418	\$ 76,689	\$ 72,354	\$ 68,019	\$ 63,684	\$ 59,743	\$ 56,196	\$ 52,649	\$ 10,087	
Schedule H Montly Costs	\$ 7,672	\$ 7,245	\$ 6,785	\$ 6,391	\$ 6,029	\$ 5,668	\$ 5,307	\$ 4,979	\$ 4,683	\$ 4,387	\$ 841	
Estimated Montly Maintenance	\$ -	\$ 375	\$ 525	\$ 525	\$ 538	\$ 538	\$ 561	\$ 561	\$ 583	\$ 583	\$ 700	
<small>(Maintenance charged and trued up at end of year for actual costs.)</small>												

Cancellation Fees applied:

1. Bauer Compressor 15% of total compressor cost if cancellation occurs after design documents from compressor manufacturer have been delivered to NWN or approximately 2-4 weeks after purchase order received. Once manufacturing has begun the full cost of the compressor becomes the cancellation fee. Total current bid proposal for Bauer is \$262,000.
2. There may be individual restock charges for piping, valves and other materials ordered at the time of procurement leading to construction. Cancellation fees vary for different materials and vendors.
3. Charges incurred during the Site Design Phase agreed under the Site Design Agreement.

HIGH-PRESSURE NATURAL GAS SERVICE AGREEMENT
DATED _____
BETWEEN NORTHWEST NATURAL GAS COMPANY
AND CITY OF WILSONVILLE

Exhibit E: SCHEDULED MAINTENANCE CALCULATION

Scheduled Maintenance costs have been estimated by the equipment manufacturer. Projected costs have been included in the table in Exhibit D. Maintenance costs are estimated, billed and trued up to actual costs.

HIGH-PRESSURE NATURAL GAS SERVICE AGREEMENT
DATED _____
BETWEEN NORTHWEST NATURAL GAS COMPANY
AND CITY OF WILSONVILLE

Exhibit F: BACK-UP SERVICE CHARGE CALCULATION

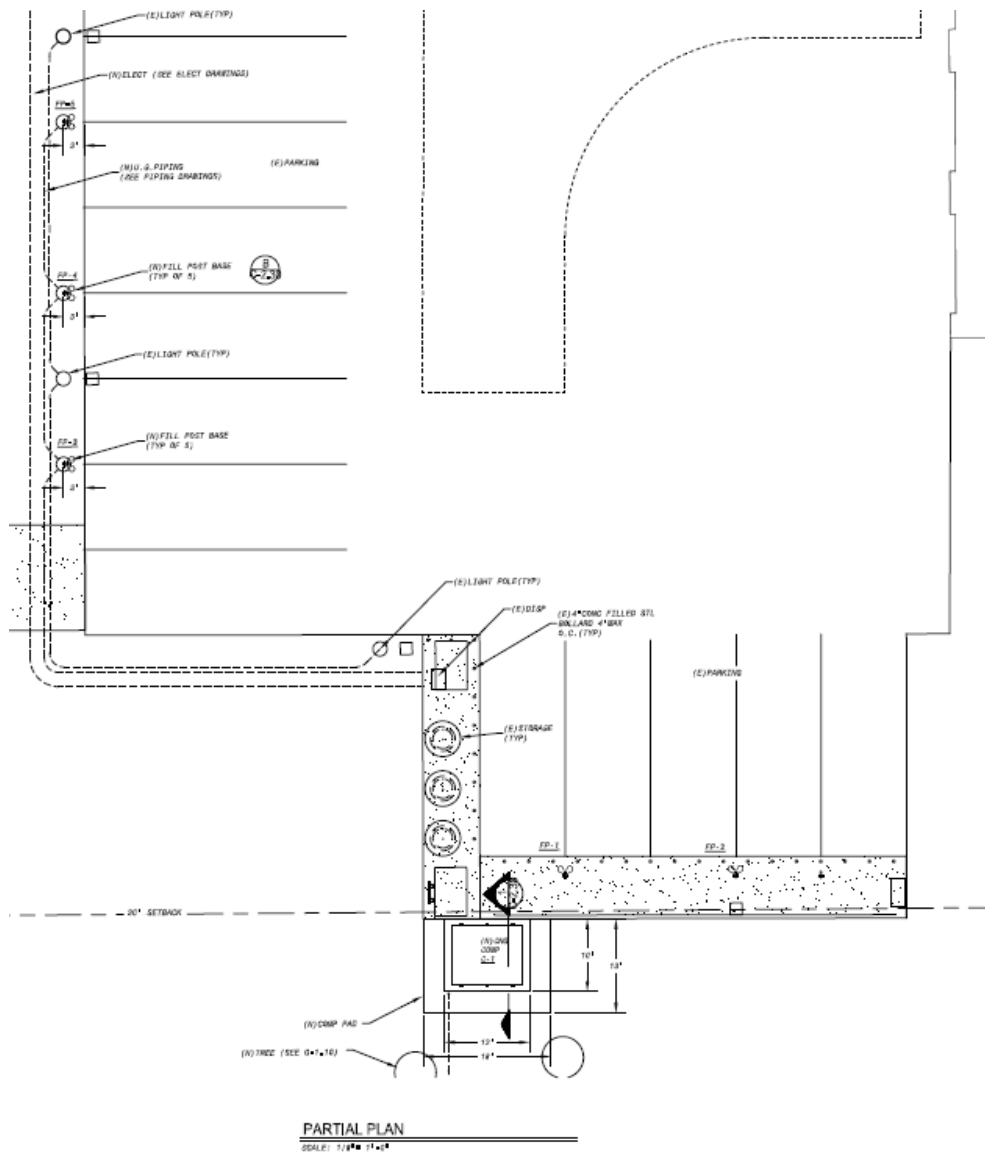
Back up charge for Tube Trailers will be at cost plus RS 32 (or customer site applicable rate schedule).
Facilities at Sherwood will be at RS 32 (or customer site applicable rate schedule).

HIGH-PRESSURE NATURAL GAS SERVICE AGREEMENT
 DATED _____
 BETWEEN NORTHWEST NATURAL GAS COMPANY
 AND CITY OF WILSONVILLE

Exhibit G: DESCRIPTION OF LEASED SITE

The leased site is where the equipment (compressor) is installed per the mechanical and electrical drawings (attached to this contract and depicted below) of the Real property located in the Northeast Quarter Section of Section 14, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon recorded as Deed No. 2008-070972 on October 14, 2008 in Clackamas County, Oregon and being more particularly described as follows:

LOTS 11, 15 & 16, SUBDIVISION BOBERG, TL 1600, in the City of Wilsonville, County of Clackamas and State of Oregon.



HIGH-PRESSURE NATURAL GAS SERVICE AGREEMENT
DATED _____
BETWEEN NORTHWEST NATURAL GAS COMPANY
AND CITY OF WILSONVILLE

Exhibit H: ACCESS AUTHORIZATION AND RESTRICTIONS

Customer shall provide reasonable access to NW Natural personnel or its agent to perform their duties. NW Natural may access the site during The City of Wilsonville's normal business hours of M-F 4:00 AM to 10:30 PM. Access outside these times can be arranged on an as needed basis.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: August 16, 2021		Subject: Resolution No. 2923 Sole Source Selection – Friends of Trees	
		Staff Member: Kerry Rappold, Natural Resources Manager	
		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: Sole Source Selection – Friends of Trees			
<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:

Authorize the sole source selection of Friends of Trees (FOT), a 501 (c) 3 nonprofit corporation, for a one-year period covering FY 21/22, to provide site preparation activities, volunteer training and coordination, community outreach, proper tree selection and sourcing, planting and follow-up maintenance by FOT staff and community volunteers to replace street trees lost to the 2021 ice storm along public rights-of-way and in residential yards throughout Wilsonville neighborhoods.

EXECUTIVE SUMMARY:

Since 2002, the City of Wilsonville has partnered with Friends of Trees to improve habitat in parks and green spaces, and plant trees in neighborhoods throughout Wilsonville. The City's urban tree canopy was devastated by the 2021 winter ice storm, which caused the City to issue an emergency declaration to deal with the devastation throughout the City. Over 500 street trees, still standing have visible damage and may require removal. An additional 10% of our street trees, in excess of 2,500 trees, have been removed, many as a result of the ice storm. Urban tree canopy is a valuable resource to communities for a multitude of reasons, some of the most notable being: stormwater retention, shade and its associated cooling effects, improved air quality, enhanced neighborhood aesthetics, improved wildlife habitat, reduced traffic speeds and mitigating the impacts of climate change. The focus of this partnership with Friends of Trees is a recovery effort to increase canopy coverage in the City by replanting 200 street trees lost to the ice storm along public rights-of-way and in residential yards throughout Wilsonville neighborhoods.

During an emergency declaration, the City may sole source quickly needed services, including for recovery efforts. Additionally, even after an emergency has subsided, the City may sole-source procurements without competition when it is determined that one (1) of four (4) criteria outlined in ORS 279B.075 are met based on written findings. In this case two (2) of the criteria are met;

(2)(a) That the efficient utilization of existing goods requires acquiring compatible good or services.

Finding: As described in further detail below, Friends of Trees provides the City a unique combination of community involvement and urban forest canopy restoration. They bring an exceptional level of experience to organizing volunteers and successfully completing habitat improvement and tree planting projects in Wilsonville.

(2)(d) Other findings that support the conclusion that the goods or services are available from only one source.

Finding: Friends of Trees is a nonprofit organization that is the only organization known to effectively organize volunteers in the restoration of the urban forest and has an in depth knowledge of professional tree planting and preservation. They cover the gamut of restoring habitat from planting events through long-term maintenance and monitoring.

Founded in 1989, Friends of Trees is a regional leader in improving the urban tree canopy and restoring sensitive natural areas—through programs delivered by thousands of volunteers. Since their founding, Friends of Trees has planted over 870,000 trees and native shrubs with thousands of local volunteers in 18 cities, 6 counties, and 2 states, and been recognized as one of Oregon's top 100 non-profit organizations for the past seven years.

Friends of Trees offers two programs to improve the urban forest: Neighborhood Trees and Green Space. The Neighborhood Trees program grows the urban forest through planting street and yard trees. In 2019, Public Works started a partnership with the Neighborhood Trees program to improve the diversity and quality of Wilsonville's street trees. The Green Space program works in urban natural areas to restore and improve native habitats. These sylvan locations provide a vital resource for our urban invertebrates, birds, and mammals as well as an important area for humans to connect directly with nature. Since 2002, Natural Resources has partnered with the Green Space

program to improve habitat in Memorial Park, Tranquil Park, Water Treatment Plant Park and the Boeckman Creek Corridor.

EXPECTED RESULTS:

Selecting Friends of Trees will allow the City to continue an effective and beneficial partnership and to respond quickly to restoring urban canopy in the aftermath of the damage caused by the February ice storm. Over the last 19 years, there have been thousands of volunteers involved in planting events and significant, long-term, improvement to Wilsonville’s native habitats and urban tree canopy.

TIMELINE:

City Council to approve the sole source selection of Friends of Trees on August 16, 2021. The sole source notice will be posted in the Daily Journal of Commerce (DJC) after Resolution 2923 is approved and before the agreement is signed.

CURRENT YEAR BUDGET IMPACTS:

The Public Works and Community Development Departments each are contributing \$25,000 toward the total cost of \$50,000 for the one-year contract with funds allocated in the FY 21/22 budget cycle. Funding sources include the Public Works Roads Operating – Street Tree Infill Program and the Community Development Tree Mitigation Fund.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 8/6/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 8/5/2021

COMMUNITY INVOLVEMENT PROCESS:

Friends of Trees engages the community through various outreach activities, which includes door hangers, postcards, signage, tabling at events, and online recruitment tools. This replanting project will also include direct communication with residents who applied for emergency tree removal permits following the ice storm and outreach through City channels such as the Boones Ferry Messenger, Parks and Recreation Activity Guide, website and social media outlets.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Community residents are inspired to contribute to a healthy regional ecosystem by participating in the program. Friends of Trees provide trained, volunteer Crew Leaders to manage the volunteers at planting and maintenance events and ensures the safety and well-being of participants.

ALTERNATIVES:

The City could choose not to partner with Friends of Trees, or to direct staff to reduce the scope of work of the contract to a lesser amount.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

- A. Resolution No. 2923
- B. 2021-22 Proposed Scope of Work

RESOLUTION NO. 2923

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE SOLE SOURCE SELECTION OF FRIENDS OF TREES FOR FY 2021-22.

WHEREAS, Friends of Trees is a non-profit organization that has been a leader in community tree planting organization in southwest Washington and Oregon's Willamette Valley for over 30 years; and

WHEREAS, Friends of Trees is a regional leader in improving the urban tree canopy and restoring sensitive natural areas—through programs delivered by thousands of volunteers; and

WHEREAS, Friends of Trees has coordinated the planting of over 870,000 trees and native shrubs with thousands of local volunteers in 18 cities, 6 counties, and 2 states, and been recognized as one of Oregon's top 100 non-profit organizations for the past seven years; and

WHEREAS, since 2002, the City has partnered with Friends of Trees to improve habitat in parks and green spaces, and plant trees in neighborhoods throughout Wilsonville; and

WHEREAS, urban tree canopy is a valuable resource to communities for a multitude of reasons, some of the most notable being: stormwater retention, shade and its associated cooling effects, improved air quality, enhanced neighborhood aesthetics, improved wildlife habitat, reduced traffic speeds and mitigating the impacts of climate change; and

WHEREAS, the focus of this partnership with Friends of Trees is to increase canopy coverage in the City by replanting 200 street trees lost to 2021 ice storm along public rights-of-way and in residential yards throughout Wilsonville neighborhoods; and

WHEREAS, the City may sole-source procurements without competition when it is determined that at least one of four (4) criteria outlined in ORS 279B.075 are met based on written findings; and

WHEREAS, the City finds that ORS 279B.075 (2)(a), "That the efficient utilization of existing goods requires acquiring compatible good or services," is met, as Friends of Trees provides the City a unique combination of community involvement and urban forest canopy restoration, and they bring an exceptional level of experience to organizing volunteers and successfully completing habitat improvement and tree planting projects in Wilsonville; and

WHEREAS, the City finds that ORS 279B.075 (2)(d), “Other findings that support the conclusion that the goods or services are available from only one source,” is met, as Friends of Trees is the only organization that provides the capacity to effectively organize volunteers in the restoration of the urban forest, and they cover the gamut of restoring habitat from planting events through long-term maintenance and monitoring; and

WHEREAS, the total projected contract cost for the program from FY 21/22 is \$50,000, with Friends of Trees making an additional in-kind donation of approximately \$21,000 to the Project.

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

1. The City Council incorporates and adopts the above recitals and the staff report accompanying this Resolution as if fully set forth.
2. The City Council approves the sole source selection of Friends of Trees for FY 21/22.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16th day of August 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

RESOLUTION NO. 2923



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2021-22 PROPOSED SCOPE OF WORK BETWEEN FRIENDS OF TREES AND THE CITY OF WILSONVILLE

Friends of Trees (FOT) is pleased to provide the following proposal and corresponding cost estimate as a scope of work to the City of Wilsonville (the City) to conduct community tree planting and education during the 2021-22 planting season, with the specific goal of aiding tree canopy recovery following the 2021 ice storm.

ORGANIZATIONAL & TEAM QUALIFICATIONS

Friends of Trees (FOT) has been the premier community tree planting organization in southwest Washington and Oregon's Willamette Valley for 30 years and counting. Our mission is to bring people together to plant and care for city trees and green spaces across the Pacific Northwest through our Neighborhood Trees and Green Spaces planting programs. We engage residents, students, and civic organizations in taking an active role in improving the health of their local watersheds and in creating healthier, more livable communities. So far, we have coordinated the planting of over 870,000 trees and native shrubs with thousands of local volunteers in 18 cities, 6 counties, and 2 states. FOT has been recognized as one of Oregon's top 100 non-profit organizations for the past seven years running.

The ways in which Friends of Trees connects with local residents to plant and steward their urban forest sets us apart from contractors or other tree planting organizations. FOT's nationally recognized programs connect people to nature and their community by conducting safe, fun, and effective volunteer events throughout the year. FOT reaches a diverse range of individuals by offering community volunteers the opportunity to participate and meet their neighbors through our neighborhood planting events. All volunteers learn about proper tree planting and care and can participate in greater capacities if they choose. Key volunteers receive additional training and education about the importance of a healthy environment and how it pertains to environmental justice, tree biology, proper planting and pruning techniques, community organizing, as well as long-term care and maintenance of planted sites. We continue to work with tree recipients after their trees have been planted to provide establishment mentoring and assistance. Further, our planting model is founded on employing professional staff to recruit and organize community volunteers, thus ensuring high quality, well-attended events. To this end, we provide all of the trees, tools, materials, and guidance necessary for our projects.

2021-22 PROJECT OVERVIEW

The focus of this planting project is to both increase canopy coverage and replant trees lost to recent ice storms, along public rights-of-way and in residential yards throughout Wilsonville neighborhoods. Urban tree canopy is a valuable resource to communities for a multitude of reasons, some of the most notable being: stormwater retention, shade and its associated cooling effects, improved air quality, enhanced neighborhood aesthetics, improved wildlife habitat, reduced traffic speeds and mitigating the impacts of climate change. FOT will work



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with the City on conducting preliminary neighborhood outreach and on specifying planting location details, but will take lead on all other aspects of our programming, including: coordinating public outreach and education within the neighborhoods and community-at-large, recruiting volunteers, procuring plant material, and facilitating the community events.

With the help of community volunteers, FOT will organize and lead the planting of up to 200 trees over the course of two or more events in Wilsonville Neighborhoods during the 2021-22 planting season. If funding allows, FOT is able to conduct educational community workshops and/or young tree structural pruning as well.

Tree Planting

- **Securing of Project Sites:**

- Our highest priority will be to support residents replacing street trees due to ice/snow damage, then to secure locations for new street and yard trees, as funding and capacity allows.
- FOT has successfully built a model in several communities to support residents and businesses going through tree removal and replacement. We have experience with different removal permitting requirements and are able to help residents navigate this process. If needed, we can also help connect property owners to arborist companies to help with the tree removal and stump grinding.
- If needed, FOT will take the lead on identifying properties and locations for new street trees through on-the-ground assessment and door-to-door canvassing. Our highest priority will be to secure locations for street trees in developed planting strips, followed by street trees in other City rights-of-way, and then on private property.
- From the list of addresses of interested parties, FOT will conduct street tree inspections to collect the following data: number of street trees permitted and from which tree list the customer may select trees.
- FOT will provide the list of inspected properties and details to the City who may perform quality control inspections as desired.
- FOT has created specific tree lists for customers to choose from based on the “right tree, right place” principle. Street tree options provided to residents shall follow the City’s list of approved species. With storm durability in mind, FOT has made recommendations to the City regarding the removal or limited planting of some varieties on the City’s current list, and the addition of some varieties that are more resistant to ice and snow damage.



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- FOT staff will utilize professional utility location services to ensure underground utility locations are identified prior to site preparation.
- FOT staff will work closely with residents during the tree selection process to ensure that residents are able to make an informed decision on which tree is best for their specific needs and planting location.
- All trees will be offered to residents at \$35/tree, although FOT may provide additional discounts under qualifying circumstances.
- FOT and/or the City will attend neighborhood and business association meetings to inform the neighborhood residents of the project.
- FOT will serve as the main point of contact for interested participants throughout the project.

- **Volunteer Recruitment / Project Promotion:**
 - FOT will work with the City, but take the lead on the recruitment of volunteers for planting day. We will also recruit local residents to develop/share their leadership skills by training with us to become volunteer crew leaders, event coordinators or summer tree inspectors.
 - The City agrees to promote these events in conjunction with FOT to the City's volunteer base and the public.
 - FOT will promote all planting events through a variety of means that may include: sending mailings, listing events on printed and online calendars, using online recruitment tools, promoting on our e-newsletter, *Treemail*, utilizing in-person outreach, and by highlighting the partnership with the City on social media.
 - FOT will use the City of Wilsonville logo on all outreach materials when working with tree recipients.
 - FOT will work with the City to provide any information / draft story ideas for local earned media opportunities and for the City's website, newsletters, and events calendar.
 - FOT will pursue additional project support and partnerships within the Wilsonville business community.
 - City staff and elected officials will be invited to participate in the planting.



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- **Safe, Fun, High Quality Planting Events:**

- FOT will organize the event space, refreshments, and logistics for the planting/s in accordance with all state and local COVID-19 safety recommendations. We will provide all necessary tools, materials, and leadership for a successful and enjoyable event.
- FOT will provide trained, volunteer Crew Leaders to manage the volunteer pool in smaller subgroups to ensure all participants safely and properly install plant material. However, there will be at least one (1) program staff member present during the planting event.
- All trees will be staked with two wooden stakes for stability and visibility and affixed with FOT tree tags including species identification and basic care instructions.
- Watering of trees will be the responsibility of adjacent property owners. However, FOT will offer care reminders and verbal support to residents on proper tree establishment.

- **Monitoring & Establishment Care:**

- FOT will send a postcard and/or email to all new tree purchasers reminding them to start watering in late Spring/early summer (and reminder communication one and two years later.)
- FOT will recruit and train Summer Inspector volunteers to monitor newly planted trees. These volunteers will inspect newly planted trees twice during the 1st summer and will provide feedback to tree recipients on best tree establishment practices. Summer Inspectors also record tree health and site condition data which is then permanently stored in FOT's Neighborhood Trees database.
- FOT will replace any tree that dies within the first summer if it is determined to have been improperly planted or the planting stock was damaged. We will not offer free replacement trees due to negligence on the part of the property owner, vandalism, or act of God.
- Data from this monitoring effort will be made available to the City as part of our final project reporting. FOT will additionally provide volunteer numbers, hours, and their projected value, as well as any in-kind donations received as part of our reporting to the City.

Young Tree Structural Pruning Events

FOT has a strong young tree pruning program in three municipalities. The pruning program focuses on creating a strong foundation for the tree by addressing street and pedestrian clearance, and long-term structure and form. Through our pruning program, we can either focus on pruning a large amount of trees through a neighborhood-wide pruning event, or we can scale back on the quantity of trees pruned to focus more on community education. For maximum result, both models (outlined below) could be offered.



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- **Neighborhood Scale Pruning Event:**

- In preparation for a pruning event, FOT will survey the project area and identify all young trees (6" DBH and under, typically 8 years in the ground or less) in need of pruning by visual assessment.
- FOT will tag the trees, collect the property information, and leave behind information for the property owner about the FOT program and how to opt-out if not interested.
- On event day, trained FOT volunteers, staff and/or interns will visit all tagged trees. If the tags have not been removed by the property owner, the pruning team will assess the tree and make necessary cuts to improve the structure and form by removing dead wood, problematic branches, and lower limbs for clearance.
- Each property will receive proper pruning guidance via a handout post-pruning. This handout could be tailored to meet the needs of your program.
- FOT collects data on tree species, location and type and scale of pruning to each tree. This information is available to the City, if requested.
- This is a great model for those neighborhoods that have a lot of younger trees in need of pruning, and/or for highly visible neighborhoods to showcase proper pruning to residents.
- With this model, more focus is on properly pruning all eligible trees in the area with less engagement at each property.
- FOT will recruit, train and coordinate all volunteers for the pruning events. All pruning volunteers will have previously completed a holistic pruning training through FOT and be accompanied by veteran pruning leaders. . The training includes tree biology, proper pruning cuts, reasons for and benefits of pruning (clearance, structure, form, dead and dying branches), tool selection, usage and safety, and any City code that governs tree pruning.

- **Pruning and Tree Education Workshops**

- FOT will schedule, promote, plan, coordinate and implement community workshops covering a range of topics including proper pruning, tree selection, tree planting, tree care and establishment, and community engagement. The goal of these workshops is to teach skills and empower residents to care for their own trees. Workshops may include educational presentations from knowledgeable staff and/or volunteers, opportunities for discussion, questions and sharing of community interests and ideas.



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- We're also able to host community conversations to help understand community needs and interests around community and urban forestry, or other topics relating to urban greening and livability.
- Pruning workshops will focus on structural pruning of young trees (6" DBH or less) to ensure proper growth and strong branch attachments. Topics covered include identification of pruning needs, proper pruning cuts, reasons for and benefits of pruning (clearance, structure, form, dead and dying branches), tool selection, usage and safety, and any City code that governs tree pruning.
- FOT will pre-select trees to prune prior to the day of the workshop to ensure that attendees who are interested in making pruning cuts alongside experienced educators will have the opportunity to do so. All pre-selected trees will be approved by the property owner in advance.
- Most workshops can take place in-person or virtually, although some may benefit from in-person field portions, such as planting and pruning.
- Verbal or written notes about the workshop may be shared with City staff, as there is interest. City staff will also be invited and welcome to attend.

Measures of Success

- **Community Involvement** – to have at least 50 volunteers contribute 200 volunteer hours toward the volunteer planting event, as allowed by local and state COVID-19 guidelines and community comfort during the pandemic.
- **Tree Plantings** – to plant up to 200 large stock trees (1" – 2" caliper) along rights-of-way or on private property within Wilsonville neighborhoods.
- **Tree Survival Rate** – to achieve a minimum 90% survival rate for newly installed street trees by the end of summer of 2022.



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BUDGET

The following budget estimate is for the FOT Neighborhood Trees program to plant 200 trees in Wilsonville during the 2021-22 planting season to help recover the lost canopy from the 2021 snow and ice storm. A budget is included to conduct one educational community workshop, and/or a pruning event as well, in the event budget allows.

Tree Planting: There will be a \$250.00 charge per street tree planted to cover tree and tree-dependent costs. In addition, if 50 or fewer trees are to be planted at an event, FOT will add a project fee of \$3,500.00 to cover staff time and event logistics. Maximum costs for the planting project will not exceed \$50,000.00, unless otherwise directed by the City.

Friends of Trees Budget Proposal for 2021-22 Wilsonville Tree Planting Project				
City Expenses - by Wilsonville	Cost	Unit	Qty	Project Cost
Neighborhood planting event fee*	\$3,500	fee	1	\$ 0
Tree charge	\$250	2	100	\$ 50,000.00
Wilsonville				\$ 50,000.00
Matching Funds - by FOT	Cost	Unit	Qty	Projected Cost
Tree Recipient Funds (\$35/tree)	\$35	tree	200	\$ 7,000.00
In-kind donations	\$150	event	2	\$ 300.00
Sponsorship Funds (\$2500/event)	\$2500	event	1	\$ 2,500.00
Value of Volunteer Hours	\$28.54	hour	400	\$ 11,416.00
FOT				\$ 21,216.00
Tree Planting Project Value				\$ 71,216.00

* Neighborhood planting event fee is only assessed if 50 or fewer trees are to be planted to cover staff time and event logistics costs. Costs not to exceed \$50,000, unless otherwise directed by the City.



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Neighborhood Pruning Event: Neighborhood-scale pruning events will only be conducted if funding is available, and as directed by the City.

Friends of Trees Budget Proposal for 2021-22 Wilsonville Neighborhood Pruning Event				
City Expenses - by Wilsonville	Cost	Unit	Qty	Projected cost
Pruning event - young tree structural pruning <ul style="list-style-type: none"> Includes, but not limited to: tree identification, pruning notification, volunteer recruitment & training, material development, implementation, participant communication 	\$7,500.00	event	1	\$7,500.00
Wilsonville:				\$7,500.00
Matching Funds - by FOT	Cost	Unit	Qty	Projected cost
Sponsorship funds (\$2500/event)	\$2,500.00	event	1	\$2,500.00
Individual donations (\$100/event)	\$100.00	event	1	\$100.00
In-kind donations (\$100/event)	\$100.00	event	1	\$100.00
Value of volunteer hours	\$28.54	hour	100	\$2,854.00
Supplies <ul style="list-style-type: none"> Includes, but not limited to: outreach and training materials, tools and refreshments 	\$500.00	event	1	\$500.00
FOT Match:				\$6,054.00
Neighborhood Pruning Event Project Value:				\$13,554.00



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Community Workshops: Workshops will only be conducted if funding is available, and as directed by the City.

Friends of Trees Budget Proposal for 2021-22 Wilsonville Community Workshop Project				
City Expenses - by Wilsonville	Cost	Unit	Qty	Projected cost
Community workshop - pruning or other <ul style="list-style-type: none"> Includes, but not limited to: outreach, site/tree identification, notification of pruning, content planning, development of education materials, implementation, participant communication 	\$7,500.00	event	1	\$7,500.00
Wilsonville:				\$7,500.00
Matching Funds - by FOT	Cost	Unit	Qty	Projected cost
Sponsorship funds (\$2500 / event)	\$2,500.00	event	1	\$2,500.00
Individual donations (\$100/event)	\$100.00	event	1	\$100.00
In-kind donations (\$100 / event)	\$100.00	event	1	\$100.00
Supplies <ul style="list-style-type: none"> Includes, but not limited to: outreach and educational materials, tools and refreshments 	\$500.00	event	1	\$500.00
FOT Match:				\$3,200.00
Community Workshop Project Value:				\$10,700.00

Thank you for taking the time to review this proposal. We look forward to working toward shared goals in planting and caring for trees in the City of Wilsonville.

Please direct questions to:

Erica Timm, Neighborhood Manager
 Friends of Trees
ericat@friendsoftrees.org
 503-310-8108 (cell - text and call)

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, August 2, 2021. Mayor Fitzgerald called the meeting to order at 6:58 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 Mombert, Assistant to the City Manager
Andy Stone, IT Director
Kim Rybold, Senior Planner
Andrea Villagrana, Human Resource Manager
Dominique Huffman, PE, Civil Engineer
Nancy Kraushaar, PE, Civil Engineer
Chelsea Sabella, Law Clerk

Motion to approve the order of the agenda.

Motion: Councilor Lehan moved to approve the order of agenda with the following changes: 1) Mayor's Business would be changed from ABC to upside down, first would be Citizens Academy Graduation; second the City Manager Agreement; and third Upcoming Meetings; and 2) remove Resolution No. 2920 from the Consent Agenda and deal with it under New Business. 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 OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

MAYOR’S BUSINESS

A. Citizens Academy Graduation

Zoe Mombert, Assistant to the City Manager presented on the 2021 Citizens Academy program. Ms. Mombert noted there were 24 graduates of the program, which included:

Kevin Beckley	Karen Bradley	Kristin Dorey	Brian Everest
Ally Fraser	Imran Haidar	Amanda Harmon	Tre Hester
Tom Hughes	Jason Janke	Paul Lazatin	Sharon Lucas
Gwendolyn Martindale	Julie McKim	Christopher Moore	Debbie Pearson
Ray Pryor	Jeff Richmond	Linda Schellenberg	Scott Scofield
Lara Simonetti	Dick Spence	Kelsey Swift	Ben Yacob

Council and staff appreciated the Citizens Academy members on completing the academy.

Mayor Fitzgerald presented each of the participants with a street sign with their last names on the sign. A group photo of the City Council and graduates followed the presentation of the signs.

B. City Manager Employment Agreement

The audience was informed of the City Manager’s recent evaluation. Council then appreciated Mr. Cosgrove for his work as Wilsonville’s City Manager.

Motion: Councilor Akervall moved to approve the extension of Bryan Cosgrove’s employment agreement as City Manager from June 20, 2011 to June 19, 2025, as outlined in the employment agreement. Councilor Linville 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

C. Upcoming Meetings

The Mayor reported on the following events:

1. Heat Wave
 - Glad the heat wave did not get as hot as forecasted.
2. City Council meetings
 - Next meeting is Monday, August 16, 2021.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

3. 68th Anniversary of the Korean War Armistice Commemoration Ceremony
 - Held on July 24, 2021 at the Korean War Memorial in Town Center Park.
 - Sponsored by the Korean War Memorial Foundation of Oregon and Korean War Veterans Assn Oregon Trail Chapter.
 - Wilsonville honored to host Consul Junsik Kim of the Consulate General of the Republic of Korea in Seattle.
 - Heard from the Director of Oregon Department of Veterans Affairs, the President of the Korean Society of Oregon and a Korean Adoptee who has grown up in the US.
 - The Mayor and Councilor Linville placed a wreath on behalf of the Wilsonville community at the Korean War Memorial.
 - Participants in the ceremony were very interested in learning about the Korean War Memorial Interpretive Center that is to be located in the Park and Recreation building in Town Center Park.

4. Court Ruling and New State Laws Addressing Homeless Population Issues
 - Addressed an issue of community rumors regarding a court ruling and new state laws addressing homeless population issues. The Mayor described how the City responds in Wilsonville such as welfare checks and referral to social services. The Mayor shared she attended the Oregon Mayors' Conference over the weekend and heard from many other cities and participated in discussions on homelessness and how cities respond.
 - In September 2018, a panel of the Ninth Circuit decided the case of *Martin v. City of Boise*, holding that a homeless person cannot be punished for sleeping outside on public property in the absence of adequate alternatives. The Court found that doing so constitutes “cruel and unusual punishment” under the Second Amendment of the United States Constitution.
 - People experiencing unsheltered homelessness—at least in the Ninth Circuit’s jurisdiction—can sleep on public property without facing criminal punishment for doing so if no viable alternative is readily available. A viable alternative in the Boise case was determined to be available space in a shelter readily available to the homeless person.
 - In December 2019, the US Supreme Court denied a petition for review of the Ninth Circuit’s decision, meaning that *Martin v. City of Boise* stands as law and is binding authority in the Ninth Circuit, which includes Oregon.
 - Although the Ninth Circuit’s decision is not the “law of the land” for all of the US, and directly applies only to the lower federal courts of the nine Western states, including Oregon, under the Ninth Circuit Court’s jurisdiction, it is considered persuasive precedent for other circuits and other courts.
 - Thus, some other cities outside of the Ninth Circuit may be attempting to take a more aggressive stance against homeless encampments, those actions do not open the door for Oregon to follow suit and may be struck down as unconstitutional.

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- During the 2021 session of the Oregon Legislature that concluded at the end of June, lawmakers sought to address the impacts of this court case and homelessness for local governments.
- House Bill (HB) 3115 codifies into law a general direction to Oregon cities and counties concerning how they may legally respond to issues of homelessness and occupation of public property.
- The bill was passed in response to a growing number of homeless and the issues surrounding homelessness throughout Oregon. The law was also passed to help cities and counties address the Ninth Circuit Court of Appeals decision in the case of Martin vs City of Boise.
- The League of Oregon Cities (LOC) developed HB 3115 as a compromise and homeless population advocates under the leadership of the Speaker of the House.
- HB 3115 ensures that local regulations affecting the ability of a person experiencing homelessness to sit, lie, sleep, or keep warm and dry must be objectively reasonable based on the totality of the circumstances.
- The bill reads, in pertinent part “Any city or county law that regulates the acts of sitting, lying, sleeping or keeping warm and dry outdoors on public property that is open to the public must be objectively reasonable as to time, place and manner with regards to persons experiencing homelessness.”
- HB 3115 provides a general framework for cities to update or develop new ordinances to manage public space and gives time to support intentional community conversations to inform those ordinances.
- HB 3115 confirms cities’ obligation to manage public spaces for the benefit of the community while still protecting the safety and dignity of people experiencing homelessness.
- While the bill provides local flexibility in determining how to stay compliant with this bill and case law, it also includes an award of attorney fees if a city’s “management” is found to be “unreasonable” based on its time, place and manner restrictions.
- A companion bill by the Oregon Legislature, HB 3124, increases the time that written notice must be posted before removal of homeless individuals from established camping sites. The bill requires written notice of how individuals may claim personal property removed from a camping site, and increases recipients of unclaimed personal property from evicted camping sites, including charitable corporation.
- HB 3124 provides for local laws that are more specific or provide greater protections to homeless individuals subject to removal from established camping sites may preempt new state law.
- One might wonder how this affects the City of Wilsonville.
- Wilsonville is working actively with social-service agencies, the Sheriff’s Office and our Community Center to address issues of helping community members in need. The City recognizes that there are many reasons for homelessness and will attempt to conduct welfare checks on those who may be in need.

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- The City works with Clackamas County as the lead social-service agency and Sheriff's Office to provide assistance, as is necessary and available for a range of issues, including behavioral health, alternative living arrangements and others.
 - The City will update various Ordinances based on the recently passed legislation by the Oregon Legislature, following the direction articulated in the Boise case.
 - The City will engage community members and stakeholders in conversations as we move forward, recognizing that public safety and health is of paramount importance.
 - The City can also work closer with the County and other partners to advance a more integrated program of behavioral health and law enforcement to positively address the many issues of surrounding homelessness and alternative living arrangements.
5. Meetings with City, County, Metro and State Officials
- Attended the summer conference of the Oregon Mayors Association at Coos Bay.
 - Great networking event and opportunity for the Mayor to meet mayors from across the state and learn about their communities' issues.
 - Councilor Lehan and the Mayor attended the July meeting of the French Prairie Forum of local governments.
 - Heard reports from the various cities and counties. Including a report from the City of Woodburn regarding the planned 3.8 Million square-foot Amazon warehouse.
6. Upcoming Meetings
- Meetings with Clackamas County Commissioners Sonya Fisher and Martha Schrader to discuss City-County business.

COMMUNICATIONS

A. Student Advocacy and Voices

Mikaela Ochocki, reigning Miss Oregon Teen USA of Wilsonville, spoke to the City Council to advance her platform. Ms. Ochocki explained her platform is to improve support for Oregon youth struggling with mental health challenges.

Staff shared their contact information with Ms. Ochocki so that they could help broadcast and further her platform.

B. Tourism Promotion Update

Zoe Mombert, Assistant to the City Manager provided an update on tourism promotion specifically the City's Explore Wilsonville campaign, which is designed to attract overnight visitors to enjoy

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Wilsonville's hotels, restaurants, shops and attractions. Staff's presentation detailed recommended day trips being promoted on ExploreWilsonville.com.

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.

Bob Milano, Wilsonville resident, announced his opposition to one of the Wilsonville-Metro Community Enhancement Committee's recommended expenditures for funding of a Villebois homeowners association (HOA) grant request.

Mayor Fitzgerald recalled staff attempted to notify all Wilsonville HOAs via email. In addition, an article about the grant funding opportunity was announced in the Boones Ferry Messenger and on the City's Facebook page.

COUNCILOR COMMENTS

A. Council President Akervall

Councilor Akervall thanked the other Councilors for allowing her to join the meeting via Zoom.

She then appreciated the Citizens Academy graduates for their involvement and engagement in the program. Ms. Akervall then recalled she was able to speak with a few of the graduates during the July Citizens Academy Social.

Lastly, Councilor Akervall reported on the Willamette Intake Facilities meeting she attended the week before.

B. Councilor Lehan

Councilor Lehan reported briefly on the French Prairie Forum that she and the Mayor attended. She shared topic of discussion at the meeting was the Amazon Warehouse which is coming in on the east side of I-5 in Woodburn. Ms. Lehan feels the City should have a conversation with ODOT about traffic impacts and plans.

Ms. Lehan then invited all to attend the Heritage Tree Dedication in Murase for the Walnut Tree Grove taking place on Thursday, August 12, 2021 at 2:00 p.m. at the Murase Plaza Grove Shelter.

C. Councilor West - Excused

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

D. Councilor Linville

Councilor Linville shared she attended the Korean War Armistice Recognition. She added the Korean War Foundation Memorial Foundation is seeking donations, which can be submitted on their website.

Ms. Linville shared she would be attending a virtual training hosted by the League of Oregon Cities, in conjunction with the Center for Public Service and the Oregon City Planning Directors Association (OCPDA), on August 3-5, 2021.

Ms. Linville shared her excitement that Rotary Concerts are back at Town Center Park.

Thanked the community for their help in mitigating the potential fire hazards for Fourth of July. Ms. Linville recalled it was a difficult decision for Council but a wise one.

Announced she planned to attend these upcoming meetings:

- C4 Metro Subcommittee
- Willamette Falls Locks Commission

Ms. Linville reported the City of Wilsonville COVID-19 immunization rate is now at 65.8%.

In closing, Ms. Linville asked for the public's help to assist the Wilsonville Police Department locate Walter a 30-year-old tortoise who went missing from Critter Cabana.

CONSENT AGENDA

Ms. Jacobson read the title of the Consent Agenda item into the record.

A. Minutes of the July 19, 2021 Council Meeting.

Motion: Councilor Linville moved to approve the Consent Agenda as read. 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

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

NEW BUSINESS

City Manager Cosgrove announced this item was discussed in length during Work Session.

Ms. Jacobson read the title of Resolution No. 2920 into the record.

A. Resolution No. 2920

A Resolution To Allocate The Second Round Of Community Enhancement Funds For Fiscal Year 2021/2022.

Councilor Lehan reminded the Work Session presentation was recorded and can be viewed by those interested.

Zoe Mombert, Assistant to the City Manager then provided the key elements of the PowerPoint.

The Mayor noted Councilors West and Linville are on the Wilsonville-Metro Community Enhancement Committee. Furthermore, the Mayor mentioned she and Councilor West live in one of the HOAs that applied for funding.

The Mayor explained she would recuse herself from voting.

Councilor Akervall shared she lives in Villebois however; she does not live in the HOA that applied for funding.

Motion: Councilor Lehan moved to approve the Resolution No. 2920. Councilor Linville seconded the motion.

Vote: Motion carried 3-0-1.

SUMMARY OF VOTES

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

CONTINUING BUSINESS

A. None.

PUBLIC HEARING

A. Resolution No. 2916

A Resolution Of The City Of Wilsonville Authorizing The Use Of A Progressive Design Build (PDB) Alternative Contracting Method For The Boeckman Road Corridor Project (Capital Improvement Projects 4212, 4206, 4205, 2102).

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Mayor Fitzgerald opened the public hearing at 8:44 p.m.

Ms. Jacobson read the title of Resolution No. 2916 into the record.

Mayor Fitzgerald provided the public hearing format.

Dominique Huffman, PE, Civil Engineer and Nancy Kraushaar, PE, Civil Engineer provided the PowerPoint, which has been made a part of the record.

Mayor Fitzgerald invited public testimony, seeing none she closed the public hearing at 8:50 p.m.

Motion: Councilor Akervall moved to approve Resolution No. 2916. Councilor Linville seconded the motion.

Clarifying questions followed.

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

City Manager Cosgrove thanked Council for their confidence in his abilities and thanked them for his contract renewal.

He then invited Council to the following events:

- National Night Out on August 3, 2021
- Employee Picnic on August 4, 2021
- Community Block Party on August 26, 2021

Mr. Cosgrove announced staff had begun researching the eviction moratorium. Furthermore, staff planned to meet to discuss bilingual resources to provide to the public. Mr. Cosgrove told Council he would share all information gathered with them.

Mr. Cosgrove noted that due to the Centers for Disease Control and Prevention (CDC) updated masking guidelines he would soon make mask determination requirements for City Facilities. He requested that if Council had any input on the topic to share their thoughts after the meeting, as he would factor in their input when making the decision.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

It was mentioned the City would be receiving \$2.7 million in American Rescue Plan Act (ARPA) funds. Moreover, staff plans to bring ideas on possible uses of the funds to Council in September 2021 with the information outlined in a PowerPoint and staff report.

LEGAL BUSINESS

City Attorney Jacobson provided an update that the contractor hired by Fry's was scheduled to clean up their lot that week.

The City Manager added the City owned property for the bridge landing had been cleaned up. Furthermore, the lot was scheduled for regularly maintenance. Mr. Cosgrove described staff would return at a future meeting with recommendations for possibly placing pollinator plants in the lot.

It was mentioned there had been many complaints received on a property that was spoken about earlier in the vertical housing discussion. Council was informed the City Attorney had spoken with the property owner and the issues had been taken care of and staff would monitor the property regularly.

ADJOURN

Mayor Fitzgerald adjourned the meeting at 9:04 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: August 16, 2021		Subject: Ordinance No. 849 Adoption of the Twist Bioscience Wilsonville Investment Now (WIN) Zone	
		Staff Member: Chris Neamtzu, Community Development Director	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: August 16, 2021 <input checked="" type="checkbox"/> Ordinance 1 st Reading: August 16, 2021 <input checked="" type="checkbox"/> Ordinance 2 nd Reading: September 9, 2021 <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 checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable	
		Comments: The Planning Commission conducted a hearing on conformance of the proposed Plan with the applicable elements of the Comprehensive Plan on July 14, 2021 forwarding a unanimous recommendation of approval to the City Council.	
Staff Recommendation: Staff recommends Council adopt Ordinance No. 849 on first reading.			
Recommended Language for Motion: I move to approve Ordinance No. 849 on first reading.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities Strategic Economic Development and Community Prosperity	<input checked="" type="checkbox"/> Adopted Master Plan(s) 2012 City Council-adopted Economic Development Strategy	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Adoption of Ordinance No. 849, approving the Twist Bioscience Wilsonville Investment Now (WIN) Zone, the final step in a multi-step process for creation of a site-specific urban renewal district consistent with WIN Administrative Rules.

EXECUTIVE SUMMARY:

The Wilsonville City Council adopted the framework and administrative rules for the Wilsonville Investment Now (WIN) Program by Resolution No. 2856 on October 19, 2020. The WIN Program provides urban renewal property tax rebates to qualifying projects outside of the City's otherwise designated urban renewal areas, and aims to attract high-value, high-wage projects to Wilsonville through a more effective and attractive incentive program. This specific WIN Plan includes input from the community received at public meetings, including Urban Renewal Agency (URA) meetings and hearings before the City of Wilsonville Planning Commission and the City Council.

On June 7, 2021, the Wilsonville Urban Renewal Agency took the first step to create the City's first WIN Zone by approving URA Resolution No. 315, a Development Agreement stipulating the conditions that Twist Bioscience Corporation must achieve to receive WIN Program benefits in future years, and stipulating the City's obligations to provide property tax reimbursement payments to Twist Bioscience Corporation. On June 21, 2021, the Wilsonville Urban Renewal Agency authorized implementation of the site-specific urban renewal district via Resolution No. 318. Twist Bioscience expects to invest \$70M in capital investment, including tenant improvements and equipment, and to create 200 new jobs in Wilsonville within the first year of operation, qualifying the applicant for a 7-year rebate, estimated to be worth approximately \$604,753 in the initial rebate year less the City's 10% administrative fee to operate the program.

The proposed maximum indebtedness, the limit on the amount of funds that may be spent on administration, projects and programs in the Twist Bioscience WIN Zone is \$10,000,000. The plan contains 4.4 acres and is estimated to last seven (7) years, resulting in seven (7) years of tax increment collections. Please refer to **Exhibits A and B of Ordinance No. 849**, the Twist Bioscience WIN Zone Plan and Report, for more detailed information on the proposed urban renewal area and its financial impacts to overlapping taxing districts. The Plan would be administered by the Wilsonville Urban Renewal Agency.

Following the Urban Renewal Agency's direction on June 21, 2021 to implement the single property urban renewal plan called the Twist Bioscience WIN Zone, staff consulted and conferred with taxing districts about potential impacts and forwarded the Plan to the Planning Commission for recommendation that the Twist Bioscience WIN Zone conforms to the applicable provisions of the Wilsonville Comprehensive Plan. No written comment has been received from any of the taxing districts and Clackamas County declined a briefing on the Plan. City staff spoke with staff from two of the larger taxing districts (fire and school district), both of whom indicated support of the proposal because it's "akin to a strategic investment program" and the size of the single-property URA is insignificant. The Planning Commission considered the Plan and Report on July 14, 2021 and adopted a finding via Resolution LP21-0004 that the Plan conforms to the Wilsonville Comprehensive Plan.

Both City Council and residents have voiced some concern about the potential use of hazardous materials on-site. While this is outside of the scope of the WIN Administrative Rules and URA Plan and Report, staff have heard from the City's Industrial Pretreatment Coordinator that Twist will not be needing an industrial pretreatment permit, and Twist submitted the following statement addressing the topic as part of **Attachment 2**:

“We will make synthetic DNA products onsite in Wilsonville, bringing up to 400 jobs to the site. None of our products are alive, and we will not have any biological hazardous materials onsite in Wilsonville. We will have liquid nitrogen in a large, contained tank outside. All of our chemicals used in our operations have both primary and secondary containment in a completely closed system – that means that 100% of the waste is captured in the waste tank, which is picked up and recycled or disposed.”

Twist representatives have been invited and are expected to be present for the public hearing and will be able to answer any specific questions that the Council may have.

EXPECTED RESULTS:

Strengthened local economy from successful recruitment of large biotech firm to Wilsonville that intends to invest \$70M in capital improvements and create 200 new jobs within the first year of operation. Implementation of City’s first WIN Zone (i.e. single-site urban renewal area) within just one (1) year of adoption of Resolution No. 2856 WIN Administrative Rules.

TIMELINE:

The single-property URA area will be created following the adoption of Ordinance No. 849, and is estimated to last for seven (7)-years.

CURRENT YEAR BUDGET IMPACTS:

The scope of work for the consultant team to assist in implementation of the WIN Zone has an estimated budget of \$20,000.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 8/4/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 8/6/2021

COMMUNITY INVOLVEMENT PROCESS:

This specific WIN Plan includes input from the community received at public meetings, including URA meetings and hearings before the City of Wilsonville Planning Commission and the City Council. The WIN program criteria incorporates feedback from the Urban Renewal Task Force that includes residents, taxing district representatives, state economic development groups, private sector, and public sector participants.

A citywide postcard notification was sent to all 97070 residents prior to the public hearing. Additionally, on July 28, 2021, in response to a request from the Canyon Creek neighborhood, a neighborhood meeting was held. Twist representatives answered questions from the community about the business and provided significant detail regarding the specifics of the operation. The meeting went well, and the citizens had their questions answered.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Strengthened local economy, more high-wage jobs and high-value development to Wilsonville, and increased tax base for the City.

ALTERNATIVES:

No adoption of the Twist Bioscience WIN Zone.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Ordinance No. 849 – Adoption of the Twist Bioscience Wilsonville Investment Now (WIN) Zone
 - A. Twist Bioscience WIN Zone Plan
 - B. Twist Bioscience WIN Zone Report
 - C. Resolution LP21-0004 – Recommendation of the Planning Commission
2. Statement from Twist Bioscience regarding Wilsonville

ORDINANCE NO. 849

AN ORDINANCE OF THE CITY OF WILSONVILLE MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO AND APPROVING A SINGLE-PROPERTY URBAN RENEWAL PLAN FOR ECONOMIC DEVELOPMENT PURPOSES KNOWN AS THE TWIST BIOSCIENCE WILSONVILLE INVESTMENT NOW (WIN) ZONE.

WHEREAS, the Wilsonville Urban Renewal Agency (“Agency”) was created by the Wilsonville City Council (“Council”) under ORS Chapter 457 and is granted certain powers attendant with eliminating blight and stimulating economic development in the community; and

WHEREAS, the Agency, as the duly authorized and acting Urban Renewal Agency of the Council, is proposing to undertake certain urban renewal activities in a designated area within the City pursuant to ORS Chapter 457; and

WHEREAS, on December 17, 2012, the Wilsonville City Council approved Resolution No. 2390, referring the Ballot Title “Business Incentive Program for Investment and Job Creation by Manufacturers” to the citizens of Wilsonville for an advisory vote in March of 2013; and

WHEREAS, on March 12, 2013, the citizens of Wilsonville voted to approve the economic development incentive; and

WHEREAS, on May 6, 2013, City Council approved Resolution No. 2417 authorizing staff to take necessary steps to create multiple single-property urban renewal districts to be called Tax Increment Finance (TIF) Zones; and

WHEREAS, all of the designated TIF Zones expired on November 4, 2019 without having ever been utilized, and City Council gave staff direction to pursue modifications to the program with involvement of the Urban Renewal Task Force; and

WHEREAS, the City’s Urban Renewal Task Force met on July 22, 2020 to discuss a revised approach to single-property urban renewal areas known as the Wilsonville Investment Now (WIN) Program, and provided unanimous feedback that the WIN Program is a good direction to take a tax increment finance program for economic development; and

WHEREAS, the modified tax increment finance zone program offers more flexible criteria to qualifying development projects located outside of the City of Wilsonville’s otherwise designated urban renewal areas. The WIN Program provides urban renewal property tax rebates to qualifying projects and aims to attract high-value investments to the Wilsonville community

that strengthen the local economy by retaining and expanding local businesses, attracting new businesses, retaining and expanding high-wage jobs, and contributing to long-term growth in the property tax base through capital investment; and

WHEREAS, Wilsonville is not eligible for traditional Enterprise Zones due to maximum thresholds for unemployment and median family income, and seeks tools to position Wilsonville as competitive with other jurisdictions that offer Enterprise Zones to incent business investment; and

WHEREAS, establishment of such a zone or zones will make the City more competitive with business recruitment, expansion and retention efforts; and

WHEREAS, on October 19, 2020, City Council approved Resolution No. 2856 establishing the Wilsonville Investment Now (WIN) Program Administrative Rules; and

WHEREAS, on February 16, 2021, staff received a qualifying WIN application from Twist Bioscience Corporation committing to \$70 million in capital investment, including tenant improvements and equipment, and the creation of 200 new jobs in Wilsonville within the first year of operation; and

WHEREAS, on June 7, 2021, the Agency approved URA Resolution No. 315, a Development Agreement stipulating the conditions that Twist Bioscience Corporation must achieve to receive WIN Program benefits in future years, and stipulating the City's obligations to provide property tax reimbursement payments to Twist Bioscience Corporation; and

WHEREAS, on June 21st, 2021, the Agency approved URA Resolution No. 318, directing staff to take necessary steps to prepare a single property urban renewal plan ("Plan") and report ("Report") for Twist Bioscience including but not limited to necessary public outreach, notification and review, including consulting and conferring with taxing districts about potential impacts of the Twist Bioscience Wilsonville Investment Now (WIN) Zone ("Twist WIN Zone"), Planning Commission review to ensure Comprehensive Plan conformance, and City Council public hearing and vote on a non-emergency ordinance. The Plan authorizes urban renewal activities within the urban renewal area known as the Twist WIN Zone; and

WHEREAS, on June 22, 2021, the Plan and Report were forwarded to each impacted taxing district affected by the Plan, and the Agency has thereafter consulted and conferred with said districts; and

WHEREAS, the Plan and Report were forwarded to the City of Wilsonville Planning Commission for recommendation that the Twist WIN Zone conforms to the Wilsonville Comprehensive Plan. The Planning Commission considered the Plan and Report on July 14, 2021, adopted a finding via Resolution LP21-0004 that the Plan conforms to the Wilsonville Comprehensive Plan, and recommends that the Plan be approved by the Wilsonville City Council. The recommendation is attached to this Ordinance as Exhibit C; and

WHEREAS, the City caused notice of the hearing to be held before the City Council on the Plan, including the required statements of ORS 457.120(3), through an advertisement in the Wilsonville Spokesman on August 4, 2021 and a postcard mailing to all City of Wilsonville mailing addresses in the 97070 zip code, which includes all postal patrons of the City of Wilsonville; and

WHEREAS, on August 16, 2021, the City Council held a public hearing to review and consider the Plan and Report, the recommendation of the Planning Commission, and the public testimony and exhibits received on that date, and does by this Ordinance desire to approve the Plan.

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

Section 1: Based on the information provided in the Report, the recommendation of the Planning Commission, and the public testimony and exhibits before the City Council, the City Council hereby determines and finds that the Plan complies with all requirements of ORS Chapter 457 and the specific criteria of ORS 457.095(1) through (7) in that:

1. The area designated in the Twist WIN Zone meets the definition of blighted, as defined by ORS 457.010(1)(g) and (h), and is eligible for inclusion within the Plan because of conditions described in Section III of the Report, including underdevelopment and underutilization of property within the Area.
2. The rehabilitation and redevelopment described in the Plan is necessary to protect the public health, safety and welfare of the City because absent the completion of the urban renewal projects, the Area will fail to contribute its fair share of property tax revenues to support City services and will fail to develop and/or redevelop according to the goals of the City's Comprehensive Plan.

3. The Plan conforms to the Wilsonville Comprehensive Plan as a whole, and conforms to the Wilsonville Economic Development Strategy as more fully described in Chapter XI of the Plan.
4. No acquisition of real property is provided for in the Plan. Since no acquisition of land is provided in the Plan, therefore, no residential displacement will occur.
5. Adoption and carrying out the Plan is economically sound and feasible in that funds are available to complete the Plan projects using urban renewal tax increment revenues derived from a division of taxes pursuant to section 1c, Article IX of the Oregon Constitution and ORS 457.440, and other available funding as shown in Sections V, VI, VII, VIII, and IX of the Report.
6. The City shall assume and complete any activities prescribed in it by the Plan.
7. No written comments have been received from the taxing districts, including Clackamas County, Tualatin Valley Fire and Rescue, West Linn-Wilsonville School District, Clackamas Community College, Clackamas County Library District, Metro, ESD Clackamas County, Clackamas County Extension Services and 4-H, Clackamas County Vector Control District, Clackamas Soil & Water Conservation, the City of Wilsonville, and the Port of Portland.

Section 2: Based upon the foregoing determinations and findings, and the record in these proceedings, including, but not limited to the Plan, the Report, the recommendations of the Planning Commission, the confirmations by the impacted taxing districts, and the public testimony and exhibits in the record, the Plan attached hereto as Exhibit A is hereby approved and adopted.

Section 3: The City Recorder shall forward forthwith to the Agency a copy of this Ordinance.

Section 4: The Agency shall thereafter cause a copy of the Plan to be recorded in the Records of Clackamas County, Oregon.

Section 5: The City Recorder, in accordance with ORS 457.115, shall publish a notice of the adoption of the Ordinance approving the Plan, including the provision of ORS 457.135, in the Wilsonville Spokesman or The Oregonian no later than four days following adoption of this Ordinance.

Section 6: This Plan is being adopted in accordance with the applicable legal requirements and shall be conclusively presumed valid for all purposes 90 days after adoption of this Plan by this Ordinance. Pursuant to ORS 457.135, no direct or collateral attack on the action may thereafter be commenced.

SUBMITTED to the Wilsonville City Council and read the first time at a meeting thereof on the 16th day of August 2021, and scheduled the second reading on the 9th day of September, 2021 commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 9th day of September, 2021, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 9th day of September, 2021

JULIE FITZGERALD, MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Twist Bioscience WIN Zone Plan
- B. Twist Bioscience WIN Zone Report
- C. Resolution LP21-0004 – Recommendation of the Planning Commission

The Twist Bioscience WIN Zone Plan

Adopted by the City of Wilsonville
August 16, 2021
Ordinance No. 849

If Amendments are made to the Plan, the Resolution or Ordinance Number and date will be listed here. The amendment will be incorporated into the Plan and noted through a footnote.

LIST OF PARTICIPANTS

Mayor

Julie Fitzgerald

City Council

Kristin Akervall (President)

Charlotte Lehan

Joann Linville

Ben West

Wilsonville Urban Renewal Agency

Julie Fitzgerald (Board Chair)

Kristin Akervall (President)

Charlotte Lehan

Joann Linville

Ben West

Planning Commission

Kamran Mesbah, Chair

Ronald Heberlein, Vice Chair

Jerry Greenfield

Olive Gallagher

Breanne Tusinski

Jennifer Willard

Aaron Woods

City Manager

Bryan Cosgrove

Community Development Director

Chris Neamtzu

Finance Director

Open

City Attorney

Barbara Jacobson

Economic Development Manager

Jordan Vance

Consulting Team

Elaine Howard Consulting, LLC

Elaine Howard

Scott Vanden Bos

Tiberius Solutions, LLC

Nick Popenuk

Ali Danko

Rob Wyman

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I. DEFINITIONS

“Agency” is the City of Wilsonville Urban Renewal Agency created under ORS 457.035 and 457.045.

“Blight” is defined in ORS 457.010(1)(A-E) and identified in the ordinance adopting a WIN Area plan.

“City” means the City of Wilsonville, Oregon.

“City Council” or “Council” means the Wilsonville City Council.

“Comprehensive Plan” means the City of Wilsonville Comprehensive Plan and its implementing ordinances, policies, and standards adopted October 2018 and updated in June 2020.

“Economic Development Strategy” means the City of Wilsonville Economic Development Strategy adopted in August 2012.

“Frozen base” means the total assessed value including all real, personal, manufactured, and utility values within a WIN Area at the time of adoption. The county assessor certifies the assessed value after the adoption of a WIN Area plan.

“Increment”, “Tax increment”, “tax increment financing” or TIF” means that part of the assessed value of a taxing district attributable to any increase in the assessed value of the property located in a WIN Area, or portion thereof, over the assessed value specified in the certified statement.

“Maximum Indebtedness” means the amount of the principal of indebtedness included in a plan pursuant to ORS 457.190 and does not include indebtedness incurred to refund or refinance existing indebtedness.

“ORS” means the Oregon Revised Statutes and specifically Chapter 457, which relates to urban renewal and tax increment financing.

“Plan” or “WIN Zone Plan” means the official plan for the WIN Area pursuant to ORS 457.

“Plan Area” or “WIN Zone” means a blighted area included in a WIN Area plan or an area included in a WIN Area plan under ORS 457.160.

“Planning Commission” means the Wilsonville Planning Commission.

“Project(s)” or “WIN Zone Project(s)” means any work or undertaking carried out under the Twist Bioscience WIN Zone Plan.

“Report Accompanying Twist Bioscience WIN Zone” or “Report” means the official report that accompanies the Twist Bioscience WIN Zone Plan pursuant to ORS 457.085(3).

“Revenue sharing” means sharing tax increment proceeds as defined in ORS 457.470 and refers to the funds that are associated with the division of taxes accomplished through the adoption of a WIN Zone plan.

“Wilsonville Investment Now Zone” or “WIN Zone” means a blighted area included in an urban renewal plan. “WIN Zone” is synonymous to “urban renewal area” for the purpose of this Plan.

“WIN Zone Plan” means a plan, as it exists or is changed or modified from time to time, as provided in ORS 457.

“Tax increment revenues” means the funds allocated by the assessor to a WIN Zone due to increases in assessed value over the frozen base within the area.

“Urban Renewal” means the statutory authority provided in ORS 457. In this Plan it is synonymous with WIN Zone.

II. INTRODUCTION

The Twist Bioscience WIN Zone Plan (“Plan”) was developed for the Wilsonville City Council (“City Council”). Pursuant to the Wilsonville City Charter and ORS 457, this Plan will go into effect when it has been adopted by the City Council.

A. Background and Input

In 2013, the Wilsonville City Council approved the designation of six separate properties as individual urban renewal districts. Each of these properties was referred to as a Tax Increment Financing (“TIF”) zone. The TIF zones used the same funding mechanism and State legislative framework as standard urban renewal districts. However, rather than fund large-scale, long-term projects, the TIF zones were intended to provide property tax rebates as a development incentive for qualifying companies who invest in any of the six properties.

Ultimately, none of the development that occurred within the TIF Zones met the eligibility thresholds for the program, and the existing TIF Zones incentive program expired in November 2019. While the original TIF Zones were unsuccessful, Wilsonville City staff in tandem with the Urban Renewal Task Force identified a potential new approach to modify the program going forward. The new approach devised by city staff and the advisory committee was created to resolve the limitations of the TIF Zones. The new program is named the Wilsonville Investment Now (“WIN”) Program.

WIN Area Formation Approach. The Wilsonville City Council adopted the framework and WIN Program by Resolution No. 2856 on October 19, 2020. The WIN Program is separate from any individual WIN Area. Individual WIN Areas will be adopted when a developer has submitted a qualifying application for a specific site and after going through the required process of adopting an urban renewal area as established in ORS 457.

The WIN Program is posed to provide the City with a more effective and attractive incentive program to attract new businesses that provide a wider range of high-value, high-wage projects to Wilsonville.

This specific WIN Plan includes input from the community received at public meetings at the Agency and hearings before the City of Wilsonville Planning Commission (“Planning Commission”), and the City Council.

Eligibility Criteria. The criteria for the WIN Program include the following, with points given for each category as defined in the Administrative Rules.

- Value of new construction on site
- Number of new employees on site

- Value of compensation of new employees on site
- Commitment to the advancement of diversity, equity, and inclusion goals
- Prioritizing the expansion of local businesses that have already invested in Wilsonville.

Tiers of Benefits. WIN calls for different levels of benefits being offered to businesses that meet different qualifying thresholds, either four years of benefits or seven years of benefits.

Citywide Eligibility. WIN will not designate specific properties up-front but allow any qualified development to utilize the program citywide. A WIN Area must not already be in an established urban renewal area.

Tax Rebate. Qualified developments will receive a tax rebate if all standards are met. This means participating businesses will pay property tax up front and on time. Participating businesses will receive a rebate for the permanent rate property taxes minus Wilsonville administrative expenses upon the time they have met the required thresholds as defined in the Administrative Rules and the Development Agreement.

Twist Bioscience. Twist Bioscience Corp (“Twist”), a California-based firm specializing in synthetic DNA, submitted a qualifying WIN application to City staff in February 2021 outlining their intention to invest \$70 million in capital investment in both tenant improvements and equipment, and to create 200 new jobs in Wilsonville within 1 year of construction. The firm will lease 190,519 square feet at ParkWorks Industry Center (formerly called Parkway Woods) at 26600 S.W. Parkway Ave. in Wilsonville, Oregon. The facility is expected to become operational in 2022. The Wilsonville expansion is expected to more than double Twist's manufacturing capacity, increase speed of production, and enable enhanced product offerings in the synthetic biology and biopharma market. Twist’s WIN application received 220 points, qualifying them for a full 7-year WIN rebate. Twist and the City of Wilsonville executed a WIN Development Agreement in June 2021, stipulating the conditions that Twist must achieve to receive WIN Program benefits in future years and the City’s obligations to provide property tax reimbursement payments to Twist.

The Twist Bioscience WIN Plan Area (“Plan Area”), shown in Figure 1, consists of approximately 4.4 total acres.

The Plan is estimated to last 7 years, resulting in 7 years of tax increment collections.

The Plan is to be administered by the Wilsonville Urban Renewal Agency. Substantial amendments to the Plan must be approved by City Council as outlined in Section VII of

this Plan. All amendments to the Plan are to be listed numerically on the inside cover of the front page of the Plan and then incorporated into the Plan, document and noted by footnote with an amendment number and adoption date.

The relationship between the sections of the Plan and the ORS 457.085 requirements is shown in Table 1. The specific reference in the table below is the section of this Plan that primarily addresses the statutory reference. There may be other sections of the Plan that also address ORS 457.

Table 1 - Statutory References

Statutory Requirement	Plan Section
ORS 457.085(2)(a)	V, VI
ORS 457.085(2)(b)	V, VI
ORS 457.085(2)(c)	XIII
ORS 457.085(2)(d)	XI
ORS 457.085(2)(e)	XI
ORS 457.085(2)(f)	IX
ORS 457.085(2)(g)	VIII
ORS 457.085(2)(h)	III
ORS 457.085(2)(i)	VII

B. WIN Areas Overview

The WIN Program is the name for this tool to be used in Wilsonville. This type of tool is authorized through ORS 457 and allows for the use of tax increment financing, a financing source that is unique to WIN Areas (also called urban renewal areas), to fund projects within a specific boundary. Tax increment revenues (the amount of property taxes generated by the increase in total assessed values in the WIN Area from the time the area is first established) are used to repay borrowed funds or contractual obligations. The borrowed funds and contractual obligations cannot exceed the maximum indebtedness amount set by the WIN Area plan. The Twist Bioscience WIN Zone will be funded using tax increment financing.

The WIN Zone meets the definition of blight due to the underdeveloped properties. These blighted conditions are specifically cited in the ordinance adopting the Plan and described in detail in the Report Accompanying the Twist Bioscience WIN Zone “Report”).

The Report contains the information required by ORS 457.085, including:

- A description of the physical, social, and economic conditions in the area;
- Expected impact of the plan, including fiscal impact in light of increased services;
- Reasons for selection of the area;
- The relationship between each project to be undertaken and the existing conditions;
- The estimated total cost of each project and the source of funds to pay such costs;
- The estimated completion date of each project;
- The estimated amount of funds required in the area, and the anticipated year in which the debt will be retired;
- A financial analysis of the plan;
- A fiscal impact statement that estimates the impact of tax increment financing upon all entities levying taxes upon property in the area; and,
- A relocation report.

III. MAXIMUM INDEBTEDNESS

Maximum Indebtedness ("MI") is the total amount of money that can be spent on projects, programs and administration throughout the life of the Plan. The maximum amount of indebtedness that may be issued or incurred under the Plan, based upon good faith estimates of the scope and costs of projects in the Plan and the schedule for their completion is \$10,000,000 (Ten Million). This amount is the principal of such indebtedness and does not include interest or indebtedness incurred to refund or refinance existing indebtedness or interest earned on debt proceeds.

IV. PLAN GOALS

The goal of the Plan represents its basic intent and purpose. Accompanying the goal is an objective, which describes how the Agency intends to meet the goal. The WIN Area projects identified in Sections V and VI of the Plan are the specific means of meeting the objective. The goal and objective will be pursued as economically as is feasible and at the discretion of the Agency.

A. *Developer Incentives*

1. To increase the number of high-wage jobs in the City of Wilsonville.

Objectives:

Provide financial incentives for the development of sites which provide high-wage jobs.

2. To increase the assessed value of vacant and underutilized sites which are not currently at their highest and best value thereby increasing taxable assessed value for all taxing districts.

Objectives:

Provide financial incentives in the City of Wilsonville which will provide incentives for high-value development.

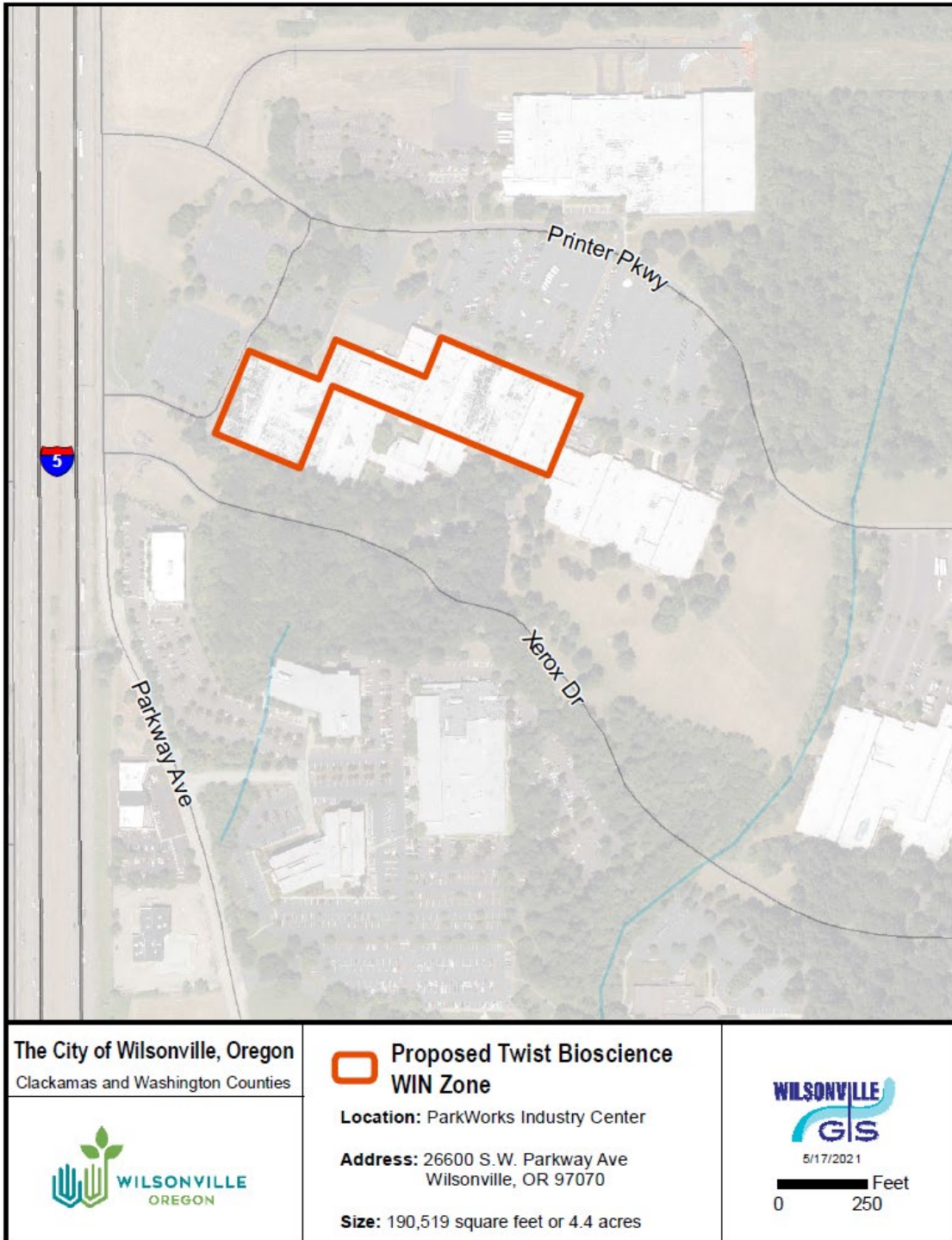
B. *Administration*

1. To provide administrative support for the creation of the WIN Area and implementation of the Plan.

Objectives:

Provide resources to prepare and implement the Plan.

Figure 1 – Twist Bioscience WIN Zone Boundary



Source: City of Wilsonville

V. WIN AREA PROJECT CATEGORIES

The projects within the Plan Area fall into the following categories:

A. Developer Incentives

B. Administration

VI. WIN AREA PROJECTS

WIN Area projects authorized by the Plan are described below.

A. Developer Incentives

The Agency may provide incentives to the qualifying applicants to improve the property in the manner described in the WIN Zone incentive applications and Administrative Rules. This will be completed through a development agreement with the developer that stipulates the amount and timing of the development and the amount and timing of the incentive. These incentives will be a 100% rebate of property tax revenue increment, less the costs to the City of preparing the Plan and administering the program, from the WIN Zone for a duration of seven years as established in the development agreement.

B. Administration

The Agency may provide administration of the Plan including but not limited to staff support, legal counsel assistance, review of annual payments, financial statements, budget preparation and annual reports pursuant to ORS 457.460.

VII. AMENDMENTS TO PLAN

The Plan may be amended as described in this section.

A. Substantial Amendments

Substantial Amendments, in accordance with ORS 457.085(2)(i), shall require the same notice, hearing, and approval procedure required of the original Plan, under ORS 457.095, including public involvement, consultation with taxing districts, presentation to the Agency, the Planning Commission, and adoption by the City Council by non-emergency ordinance after a hearing. Notice of such hearing shall be provided to individuals or households within the City of Wilsonville, as required by ORS 457.120. Notice of adoption of a Substantial Amendment shall be provided in accordance with ORS 457.095 and 457.115.

Substantial Amendments are amendments that:

- (1) Add land to the WIN Zone except for an addition of land that totals not more than 1% of the existing area of the WIN Zone; or
- (2) Increase the maximum amount of indebtedness that can be issued or incurred under the Plan.

B. Minor Amendments

Minor Amendments are amendments that are not Substantial Amendments as defined in this Plan and in ORS 457. Minor Amendments require approval by the Agency by resolution.

C. Amendments to the Wilsonville Comprehensive Plan and/or Wilsonville Development Code

Amendments to the Wilsonville Comprehensive Plan (“Comprehensive Plan”) and/or Wilsonville Development Code that affect the Plan and/or the Plan Area shall be incorporated automatically within the Plan without any separate action required by the Agency or City Council. When a substantial amendment is completed, the Relationship to Local Objectives section will be updated.

VIII. PROPERTY ACQUISITION AND DISPOSITION

The Plan does not anticipate property acquisition and disposition as an eligible activity.

IX. RELOCATION METHODS

As acquisition is not an eligible activity, relocation is not a part of this Plan.

X. TAX INCREMENT FINANCING OF PLAN

Tax increment financing consists of using annual tax increment revenues to make payments on debt. In this Plan, the debt is a contractual obligation to provide developer incentives and agreement to reimburse the Agency for preparation of and administration of the Plan.

Tax increment revenues equal the annual permanent rate property taxes imposed on the cumulative *increase* in assessed value within a WIN Zone over the total assessed value at the time a WIN Zone plan is adopted. (Under current law, the property taxes for general obligation (GO) bonds and local option levies are not part of the tax increment revenues.)

A. General Description of the Proposed Financing Methods

The Plan will be financed using tax increment revenues. Revenues obtained by the Agency will be used to pay or repay the costs, expenses, advancements, and indebtedness incurred in (1) developer incentives (2) planning or undertaking project activities, or (3) otherwise exercising any of the powers granted by ORS Chapter 457 in connection with the planning and implementation of this Plan, including preparation of the Plan.

B. Tax Increment Financing

The Plan may be financed, in whole or in part, by tax increment revenues allocated to the Agency, as provided in ORS Chapter 457. The ad valorem taxes, if any, levied by a taxing district in which all or a portion of the Plan Area is located, shall be divided as provided in Section 1c, Article IX of the Oregon Constitution, and ORS 457.440. Amounts collected pursuant to ORS 457.440 shall be deposited into the unsegregated tax collections account and distributed to the Agency based upon the distribution schedule established under ORS 311.390.

XI. RELATIONSHIP TO LOCAL OBJECTIVES

ORS 457.085 requires that the Plan conform to local objectives. This section provides that analysis. Relevant local planning and development objectives are contained within the City of Wilsonville Comprehensive Plan, Wilsonville Strategic Plan and the City of Wilsonville Code, Chapter 4 Planning and Land Development Ordinance.

The following section describes the purpose and intent of these plans, the main applicable goals and policies within each plan, and an explanation of how the plans relate to the applicable goals and policies.

The numbering of the goals and policies within this section reflects the numbering that occurs in the original document. *Italicized text* is text that has been taken directly from an original document.

The zoning designation is Planned Development Industrial (PDI) Zone and the Comprehensive Plan designation for the area is Industrial. Density requirements and development standards for all land in the Plan Area are contained in the City of Wilsonville Code, Chapter 4 Planning and Land Development Ordinance shown in Section C below.

A. *City of Wilsonville Comprehensive Plan*

Citizen Involvement

GOAL 1.1 To encourage and provide means for interested parties to be involved in land use planning processes, on individual cases and City-wide programs and policies.

Policy 1.1.1 The City of Wilsonville shall provide opportunities for a wide range of public involvement in City planning programs and processes.

Policy 1.3 The City of Wilsonville shall coordinate with other agencies and organizations involved with Wilsonville's planning programs and policies.

The Plan conforms to this section of the Comprehensive Plan as the development of high-wage jobs and high-value development will help facilitate access to any new industrial development within the Area, providing access to industrial lands and new employment opportunities in the Area.

The WIN concept was recommended to City Council and the Urban Renewal Task Force comprised of brokers and developers, business and property owners, taxing districts, residents, and community and business advocacy groups. It was also reviewed in two City Council meetings, one a briefing on the program and one to review the proposed

Administrative Rules. As well, the WIN Area will go through the standard public review process for any area being funded by tax increment finance dollars including Wilsonville Urban Renewal Agency meeting, Planning Commission meeting for review of the WIN Plan's conformance to the Wilsonville Comprehensive Plan and Wilsonville City Council hearing noticed to citizens of Wilsonville.

Industrial Development

Goal 4.1 To have an attractive functional, economically vital community with a balance of different types of land uses.

Policy 4.1.3 City of Wilsonville shall encourage light industry compatible with the residential and urban nature of the City.

Implementation Measure 4.1.3.a Develop an attractive and economically sound community.
Implementation Measure 4.1.3.b Maintain high-quality industrial development that enhances the livability of the area and promotes diversified economic growth and a broad tax base.

The formation of the WIN Zone conforms to the Wilsonville Comprehensive Plan's Industrial Development Goal 4.1 and Policies 4.1.3a and 4.1.3b as the WIN Area is an incentive tool used to attract industrial development with high-wage jobs and high-quality development, both supporting an attractive and economically sound community.

Implementation Measure 4.1.3.c Favor capital intensive, rather than labor intensive, industries within the City."

This WIN Zone conforms to Implementation Measure 4.1.3.c by promoting capital investment in the WIN Zone.

Economic Development

The Wilsonville 1971 General Plan's goals and objectives included:

To develop an attractive and economically sound community.

Encourage commercial and industrial development to provide a balanced tax base and take advantage of the City's strategic location along I-5 and the rail line.

Maintain high-quality industrial development that enhances the livability of the area and promotes diversified economic growth.

Encourage only industries interested in and willing to participate in development and preservation of a high-quality environment.

The formation of a WIN Zone conforms to the Wilsonville Comprehensive Plans Economic Development goals and objectives as the purposes of the WIN Zone are to increase the number of high-wage and high-quality jobs in the City of Wilsonville that

enhance the livability of the area and promote diversified economic growth. The WIN Zone accomplishes this by incentivizing industrial development that meets high-wage and high-quality development targets. In addition, Sites that develop with a WIN Zone incentive will substantially increase the taxable assessed value of the property.

B. City of Wilsonville Economic Development Strategy

The City of Wilsonville Economic Development Strategy was adopted in August of 2012. It specified ten key actions; the relevant ones are:

Action 2.1 Promote reuse of vacant buildings, infill development and redevelopment.

Action 6.2 Develop criteria to guide the use of incentives to attract or retain businesses.

Action 6.3 Develop a program to assist existing businesses.

The formation of a WIN Zone conforms to the Wilsonville Economic Development Strategy as it promotes the reuse of vacant buildings, infill development and redevelopment, has developed criteria to guide the use of incentives to attract or retain businesses and has developed a program to assist existing businesses. The Administrative Rules of the WIN program are well defined and give extra points to existing businesses.

C. City of Wilsonville Code, Chapter 4, Planning and Land Development Ordinance

The land uses in the WIN Zone will conform to the Planned Development Industrial Zone designation and development standards in the City of Wilsonville Code, Chapter 4, Planning and Land Development Ordinance, and are incorporated by reference herein.

As the Planning and Land Development Ordinance is updated, this document will be updated by reference. If a substantial amendment is completed in the future, this section will be updated to match the current zoning designations.

Zoning Districts:

Section 4.135. PDI- Planned Development Industrial Zone

- (.01) Purpose: The purpose of the PDI zone is to provide opportunities for a variety of industrial operations and associated uses.

XII. ANNUAL REPORT

The Agency shall file Annual Reports in compliance with ORS 457.460.

XIII. LEGAL DESCRIPTION

AKS ENGINEERING & FORESTRY	AKS ENGINEERING & FORESTRY, LLC 12965 SW Herman Road, Suite 100, Tualatin, OR 97062 P: (503) 563-6151 www.aks-eng.com	AKS Job #6850-04
	OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA	

EXHIBIT A

Urban Renewal Area Description

A portion of Parcel 3 of Partition Plat 2018-109, Clackamas County Plat Records, located in the Northeast One-Quarter of Section 11 and the Northwest One-Quarter of Section 12, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the most northerly corner of Parcel 1 of Partition Plat 2005-022, Clackamas County Plat Records, said point bears South 21°55'37" East 1155 feet, more or less, from the east One-Quarter corner of said Section 11; thence North 17°07'34" West 1148 feet, more or less, to a building corner which bears North 75°03'37" East 97 feet, more or less, from said east One-Quarter corner, and the Point of Beginning; thence along a building the following ten (10) courses: North 65°35'04" West 660 feet, more or less, South 24°24'56" West 240 feet, more or less, North 65°35'04" West 240 feet, more or less, North 24°24'56" East 240 feet, more or less, South 65°35'04" East 212.5 feet, more or less, North 24°24'56" East 120 feet, more or less, South 65°35'04" East 267.5 feet, more or less, North 24°24'56" East 120 feet, more or less, South 65°35'04" East 420 feet, more or less, South 24°24'56" West 240 feet, more or less, to the Point of Beginning.

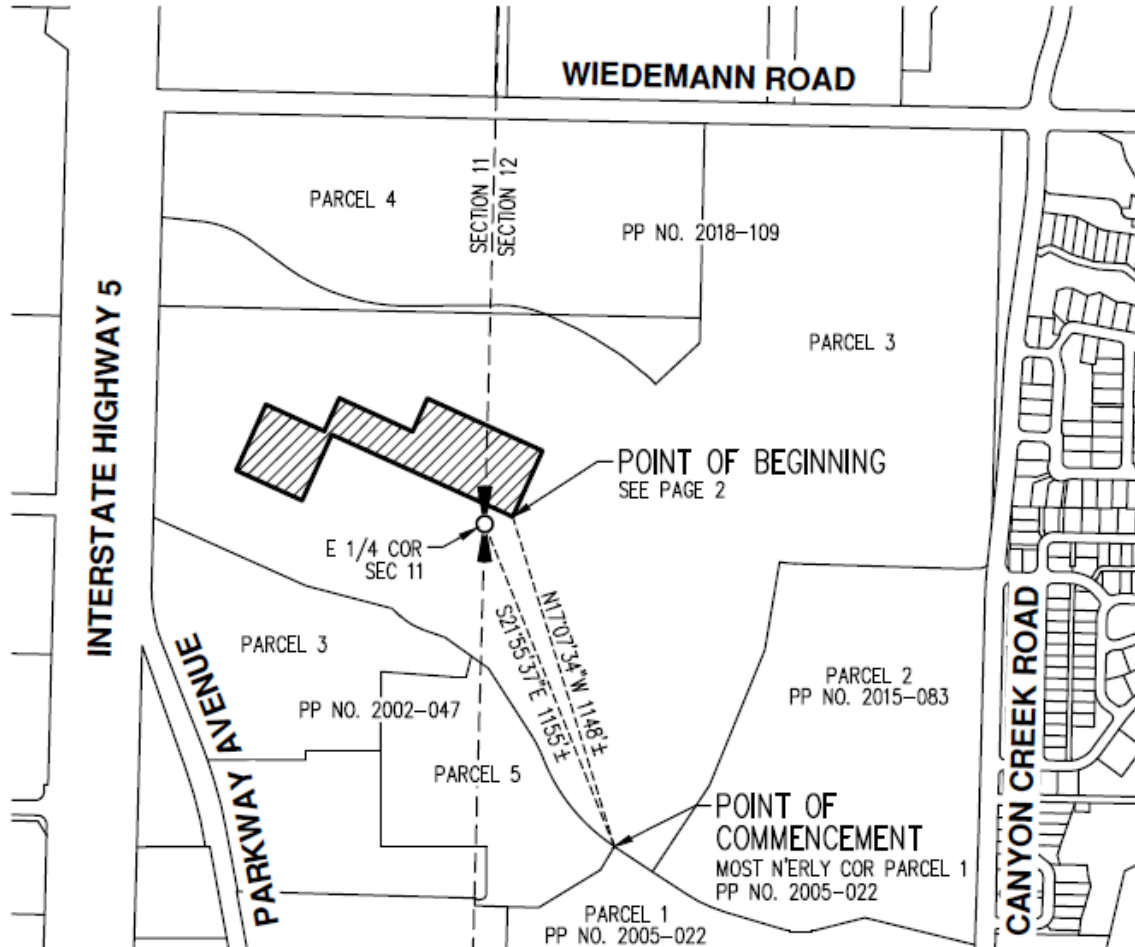
The above described tract of land contains 4.4 acres (190,500 square feet), more or less.

5/19/2021



EXHIBIT B

A PORTION OF PARCEL 3 OF PARTITION PLAT 2018-109,
LOCATED IN THE NORTHEAST 1/4 OF SECTION 11 AND,
THE NORTHWEST 1/4 OF SECTION 12,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON



5/19/2021

REGISTERED
PROFESSIONAL
LAND SURVEYOR

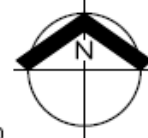
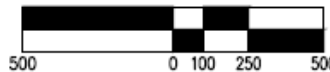
Nick White

OREGON
JANUARY 9, 2007
NICK WHITE
70652LS
RENEWS: 6/30/22

PREPARED FOR

CITY OF WILSONVILLE
29799 TOWN CENTER LOOP E
WILSONVILLE, OR 97070

SCALE: 1" = 500 FEET



URBAN RENEWAL AREA MAP

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151 WWW.AKS-ENG.COM



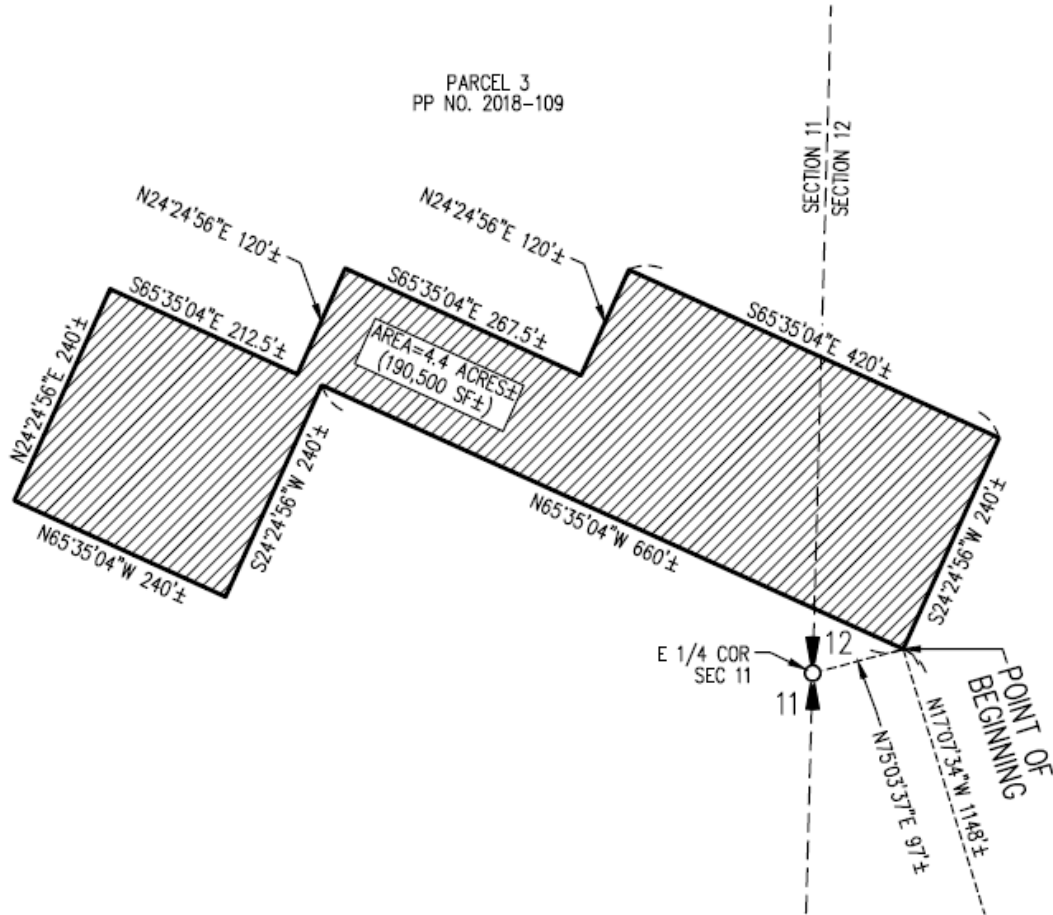
EXHIBIT
B

DRWN: WCB
CHKD: NSW
AKS JOB:
6850-04

DWC: 6850-04 20210519 EXB | EXB1

EXHIBIT B

A PORTION OF PARCEL 3 OF PARTITION PLAT 2018-109,
 LOCATED IN THE NORTHEAST 1/4 OF SECTION 11 AND,
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 CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON



5/19/2021

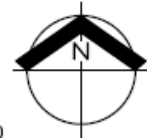
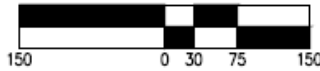
REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Nick White
 OREGON
 JANUARY 9, 2007
 NICK WHITE
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 RENEWS: 6/30/22

PREPARED FOR

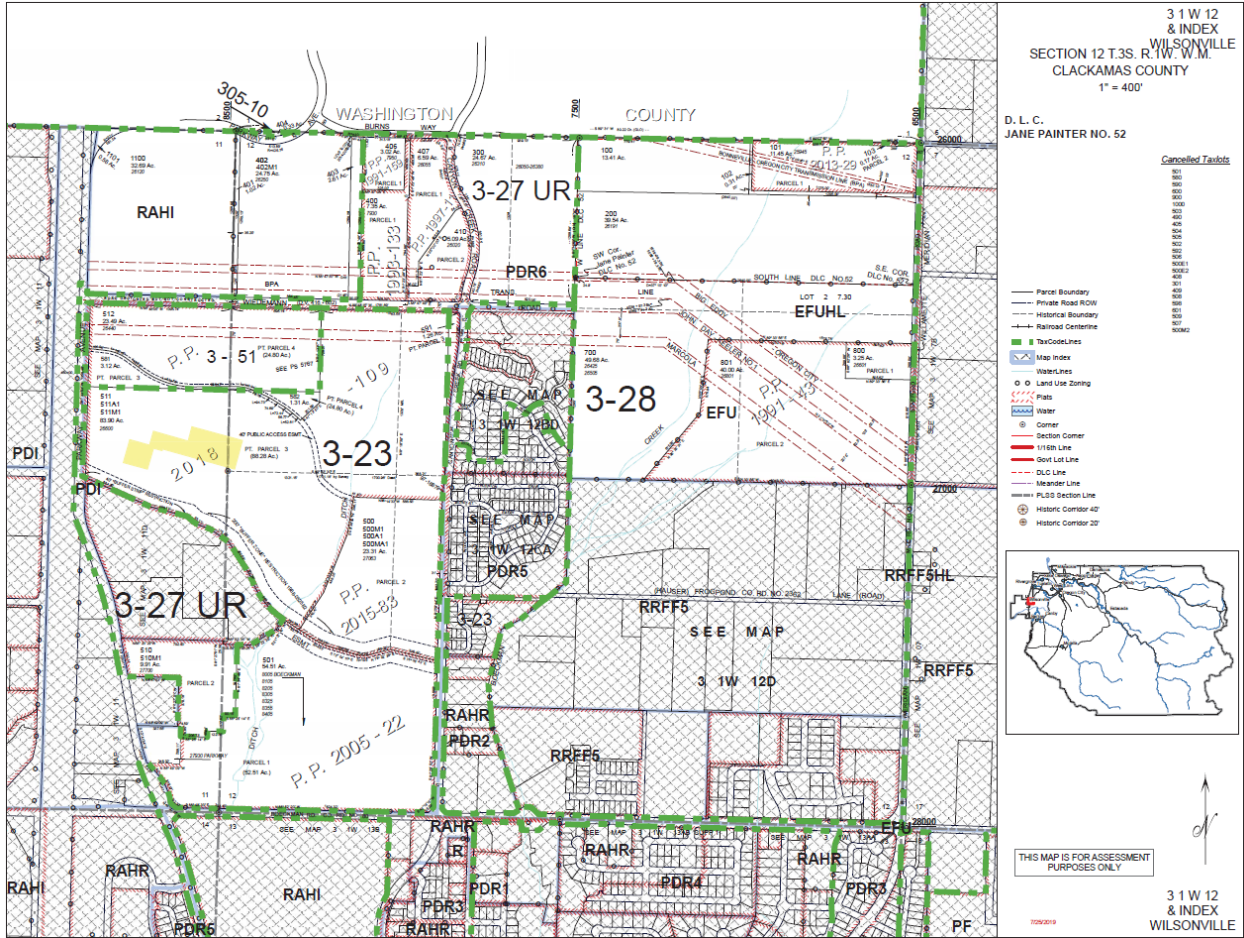
CITY OF WILSONVILLE
 29799 TOWN CENTER LOOP E
 WILSONVILLE, OR 97070

SCALE: 1" = 150 FEET



URBAN RENEWAL AREA MAP		EXHIBIT B
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 503.563.6151 WWW.AKS-ENG.COM		DRWN: WCB CHKD: NSW AKS JOB: 6850-04

DWG: 6850-04 20210519 ERI | EXB2



The Report on Twist Bioscience WIN Zone Plan

Report on Twist Bioscience WIN Zone Plan Adopted by the City of Wilsonville

August 16, 2021

Ordinance No. 849

LIST OF PARTICIPANTS

Mayor

Julie Fitzgerald

City Council

Kristin Akervall (President)

Charlotte Lehan

Joann Linville

Ben West

Wilsonville Urban Renewal Agency

Julie Fitzgerald (Board Chair)

Kristin Akervall (President)

Charlotte Lehan

Joann Linville

Ben West

Planning Commission

Kamran Mesbah, Chair

Ronald Heberlein, Vice Chair

Jerry Greenfield

Olive Gallagher

Breanne Tusinski

Jennifer Willard

Aaron Woods

City Manager

Bryan Cosgrove

Community Development Director

Chris Neamtzu

Finance Director

Open

City Attorney

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Elaine Howard Consulting, LLC

Elaine Howard

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I. DEFINITIONS`

“Agency” is the City of Wilsonville Urban Renewal Agency created under ORS 457.035 and 457.045.

“Blight” is defined in ORS 457.010(1)(A-E) and identified in the ordinance adopting a WIN Zone plan.

“City” means the City of Wilsonville, Oregon.

“City Council” or “Council” means the Wilsonville City Council.

“Comprehensive Plan” means the City of Wilsonville Comprehensive Plan and its implementing ordinances, policies, and standards adopted October 2018 and updated in June 2020.

“Economic Development Strategy” means the City of Wilsonville Economic Development Strategy adopted in August 2012.

“Frozen base” means the total assessed value including all real, personal, manufactured, and utility values within a WIN Area at the time of adoption. The county assessor certifies the assessed value after the adoption of a WIN Area plan.

“Increment” means that part of the assessed value of a taxing district attributable to any increase in the assessed value of the property located in a WIN Area, or portion thereof, over the assessed value specified in the certified statement.

“Maximum Indebtedness” means the maximum principal amount of indebtedness that may be incurred by a plan pursuant to ORS 457.190 and does not include indebtedness incurred to refund or refinance existing indebtedness.

“ORS” means the Oregon Revised Statutes and specifically Chapter 457, which relates to urban renewal and tax increment financing.

“Plan” or “WIN Zone plan” means the official plan for the WIN Zone pursuant to ORS 457.

“Plan Area” or “WIN Zone” means a blighted area included in a WIN Zone plan under ORS 457.160.

“Planning Commission” means the Wilsonville Planning Commission.

“Project(s)” or “WIN Zone Project(s)” means any work or undertaking carried out under the Report on Twist Bioscience WIN Zone Plan.

“Report Accompanying Report on Twist Bioscience WIN Zone” or “Report” means the official report that accompanies the Report on Twist Bioscience WIN Zone Plan pursuant to ORS 457.085(3).

“Revenue sharing” means sharing tax increment proceeds as defined in ORS 457.470 and refers to the funds that are associated with the division of taxes accomplished through the adoption of a WIN Area plan.

“Wilsonville Investment Now Zone” or “WIN Zone” means a blighted area included in an urban renewal plan. “WIN Zone” is synonymous to “urban renewal area” for the purpose of this Plan.

“WIN Zone Plan” means a plan, as it exists or is changed or modified from time to time, as provided in ORS 457.

“Tax increment revenues” means the funds allocated by the assessor to a WIN Area due to increases in assessed value over the frozen base within the area.

“Urban Renewal” means the statutory authority provided in ORS 457. In this Plan it is synonymous with WIN Zone.

II. INTRODUCTION

The Report on the Report on Twist Bioscience WIN Zone Plan (“Report”) contains background information and project details that pertain to the Report on Twist Bioscience WIN Area Plan (“Plan”). The Report is not a legal part of the Plan but is intended to provide public information and support the findings made by the Wilsonville City Council (“City Council”) as part of the approval of the Plan.

The Report provides the analysis required to meet the standards of ORS 457.087, including financial feasibility. The Report accompanying the Plan contains the information required by ORS 457.085, including:

- A description of the physical, social, and economic conditions in the area;(ORS 457.087(1))
- Reasons for selection of the area; (ORS 457.087(2))
- The relationship between each project to be undertaken and the existing conditions; (ORS 457.087(3))
- The estimated total cost of each project and the source of funds to pay such costs; (ORS 457.087(4))
- The estimated completion date of each project; (ORS 457.087(5))
- The estimated amount of funds required in the area and the anticipated year in which the debt will be retired; (ORS 457.087(6))
- A financial analysis of the Plan; (ORS 457.087(7))
- A fiscal impact statement that estimates the impact of tax increment financing upon all entities levying taxes upon property in the urban renewal area; (ORS 457.087(8))and
- A relocation report. (ORS 457.087(9))

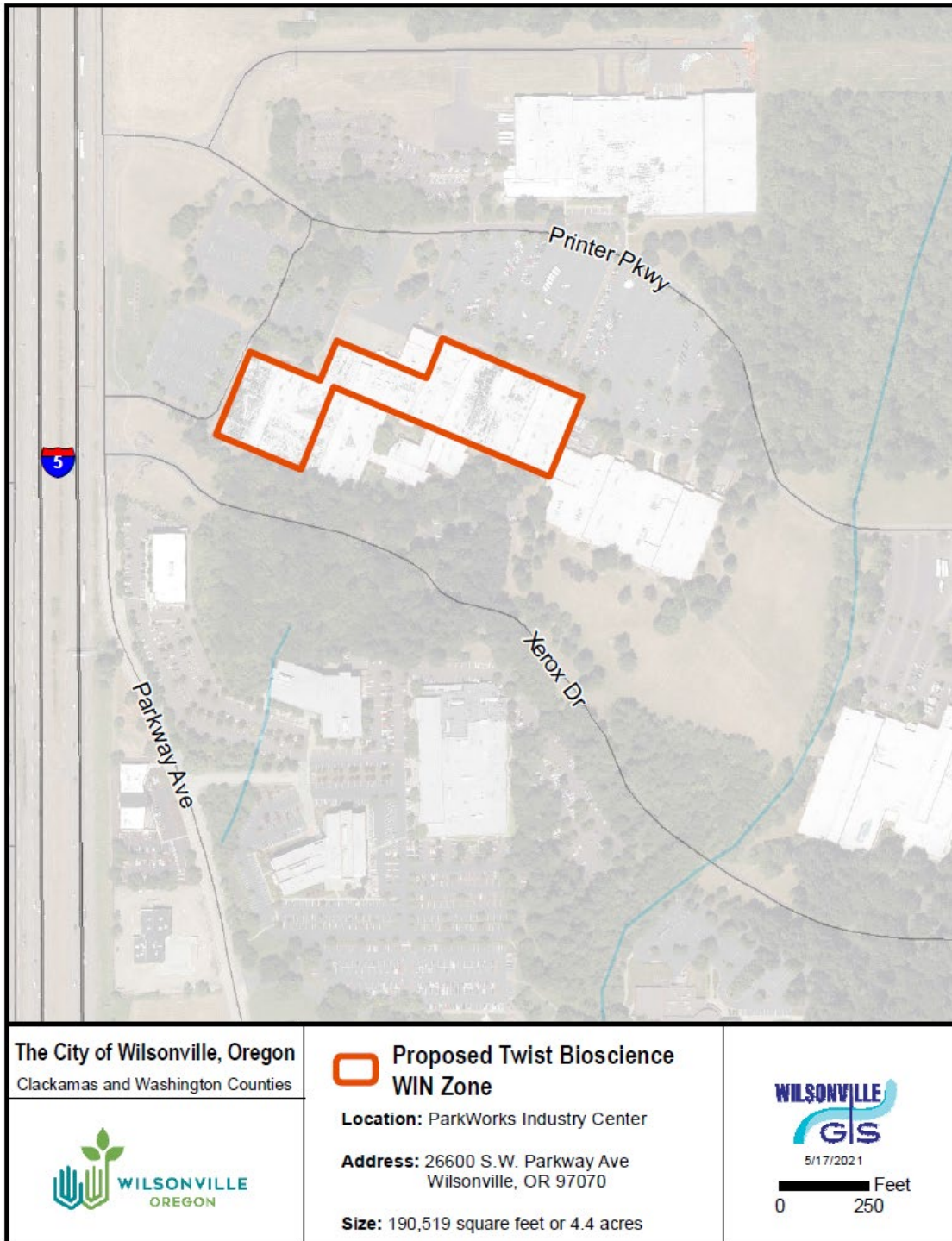
The relationship of the sections of the Report and the ORS 457.087 requirements is shown in Table 1. The specific reference in the table below is the section of this Report that most addresses the statutory reference. There may be other sections of the Report that also address the statute.

Table 1 - Statutory References

Statutory Requirement	Report Section
ORS 457.087(1)	X
ORS 457.087(2)	XI
ORS 457.087(3)	III
ORS 457.087(4)	IV
ORS 457.087(5)	VI
ORS 457.087(6)	IV, V, VI
ORS 457.087(7)	IV, V, VI
ORS 457.087(8)	VIII
ORS 457.087(9)	XII

The Report provides guidance on how the Plan might be implemented. As the Wilsonville Urban Renewal Agency (“Agency”) reviews revenues and potential projects each year, it has the authority to adjust the implementation assumptions in this Report. The Agency may allocate budgets differently, adjust the timing of the projects and make other adjustments to the financials as determined by the Agency. The Agency may also make changes as allowed in the Amendments section of the Plan. These adjustments must stay within the confines of the overall maximum indebtedness of the Plan.

Figure 1 – Report on Twist Bioscience WIN Zone Boundary



Source: City of Wilsonville

III. THE PROJECTS IN THE AREA AND THE RELATIONSHIP BETWEEN WIN AREA PROJECTS AND THE EXISTING CONDITIONS IN THE WIN AREA

The projects identified for the Report on Twist Bioscience WIN Zone (“Plan Area”) are described below, including how they relate to the existing conditions in the Plan Area.

A. Developer Incentives

WIN Zone projects authorized by the Plan are described below.

The Agency may provide incentives to qualifying applicants to improve the property in the manner described in an approved WIN Program application, in conformance with applicable City Administrative Rules. Additional details will be identified in a development agreement that stipulates the amount and timing of the development and the amount and timing of the incentive. These incentives will be a rebate of property tax revenue increment, less the costs to the City of administering the program, from the WIN Zone for a duration of seven years as established in the development agreement.

Existing Conditions: The area is the site of the former Xerox campus at 26600 S.W. Parkway Ave, Wilsonville, OR 97070, and is now an underutilized, industrial-zoned area of Wilsonville that has had a history of partial vacancy. The area is part of an 88-acre campus which includes old or deteriorated office buildings that are being converted by the property owner to a multi-tenant light industrial campus of modern industrial/flex space. The campus is ripe for rehabilitation and redevelopment, and if it was fully utilized and converted to a higher-value use such as manufacturing, the values would increase.

A. Administration

The Agency may provide administration of the Plan including but not limited to staff support, legal counsel assistance, review of annual payments, financial statements, budget preparation and annual reports pursuant to ORS 457.460.

Existing Conditions: Since there is not a Plan, there are no existing dollars allocated to administration of the Plan.

A table showing the projects and total estimated costs is shown in Table 2. The total costs are estimated based on the projected future assessed value of the project.

IV. THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF MONEYS TO PAY SUCH COSTS

The initial year cost estimates for the projects are shown in Table 2 below. These are all estimates acknowledging that these project activities must fit within the maximum indebtedness. These costs will change each year as the assessed value changes as seen in Table 3. These costs are shown in nominal, year of expenditure (YOE) dollars, and must not exceed the maximum indebtedness of \$10,000,000. The estimated project costs assume a 90% rebate to the developer and 10% to the Agency for administration of the Plan.

The Agency will be able to review and update fund expenditures and allocations on an annual basis when the annual budget is prepared.

Table 2 - Estimated Cost of Each Project in Initial Year

Project	Estimated Cost	Percentage of Total
Developer Incentives	\$ 544,277.70	90 %
Administration	\$ 60,475.30	10 %
TOTAL	\$ 604,753.00	100%

Source: City of Wilsonville and Tiberius Solutions

V. FINANCIAL ANALYSIS OF THE PLAN

The estimated tax increment revenues through fiscal year ending (“FYE”) 2030 are calculated based on projections of the growth in assessed value of new development within the Area and the consolidated tax rate that will apply in the WIN Area.

Table 3 shows the incremental assessed value, tax rates, and tax increment revenues each year, adjusted for discounts, delinquencies, truncation loss, and receipt of delinquent taxes from prior years. In Oregon, when the full amount of the property tax bill is paid by November 15, the tax payer gets a 3 percent discount. If the tax payer pays two thirds of the tax by November 15, they get a 2 percent discount. To get a discount on the current year’s tax bill, all delinquent taxes, penalty, and interest must first be paid in full.¹

The first year of tax increment collections (TIF)² is anticipated to be FYE 2024. Gross TIF revenue is calculated by multiplying the tax rate times the excess value used. Excess value is the increased assessed value over the frozen base. The tax rate is expressed per thousand dollars of assessed value, so the calculation is “tax rate times excess value used divided by one thousand.”

¹ www.oregon.gov/dor, Property Tax Payment Procedure

² TIF is also used to signify tax increment revenues

Table 3 - Projected Incremental Assessed Value, Tax Rates, and Tax Increment Revenues

FYE	Assessed Value			Rate	Tax Increment Finance Revenue		
	Total	Frozen Base	Increment		Gross	Adjustments	Net (Current)
2023	\$6,483,644	\$6,111,456	\$372,188	\$12.9159	\$0	\$0	\$0
2024	\$55,398,153	\$6,111,456	\$49,286,697	\$12.9159	\$636,582	-\$31,829	\$604,753
2025	\$50,160,098	\$6,111,456	\$44,048,642	\$12.9159	\$568,928	-\$28,446	\$540,481
2026	\$44,944,901	\$6,111,456	\$38,833,445	\$12.9159	\$501,569	-\$25,078	\$476,490
2027	\$39,753,248	\$6,111,456	\$33,641,792	\$12.9159	\$434,514	-\$21,726	\$412,788
2028	\$34,585,845	\$6,111,456	\$28,474,389	\$12.9159	\$367,772	-\$18,389	\$349,384
2029	\$29,443,420	\$6,111,456	\$23,331,964	\$12.9159	\$301,353	-\$15,068	\$286,286
2030	\$30,326,723	\$6,111,456	\$24,215,267	\$12.9159	\$312,762	-\$15,638	\$297,124
Total					\$3,123,480	\$(156,174)	\$2,967,306

Source: Tiberius Solutions

VI. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED

The maximum indebtedness is \$ 10,000,000 (Ten Million). This is also the estimated total amount of tax increment revenues required to service the maximum indebtedness as no formal borrowings or interest payments are anticipated in the Plan. Actual expenditures for the WIN Zone will be limited to the lesser of the maximum indebtedness, or the total tax increment finance revenues generated over the seven-year duration of the Plan. The projected cumulative tax increment finance revenues are anticipated to be \$2,967,306. The maximum indebtedness is set at a higher value to provide additional financial capacity in the event that the actual value of the investment in the WIN Zone exceeds current estimates.

VII. THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT

The schedule for projects will be based on the availability of funding. The projects will be ongoing and will be completed as directed by the Agency. Annual expenditures for program administration are shown in Table 2.

The Agency is anticipated to complete the project and to terminate the Plan in FYE 2030, a 7-year tax rebate program.

VIII. REVENUE SHARING

Revenue sharing is not expected to be a component of the plan.

Revenue sharing is defined in ORS 457.470 and requires that the impacted taxing jurisdictions will receive a share of the incremental growth in the Plan Area at specifically defined thresholds. The first threshold is when annual tax increment finance revenues exceed 10% of the original maximum indebtedness of the Plan (10%=\$1,000,000). At the 10% threshold, the Agency will receive the full 10% of the initial maximum indebtedness plus 25% of the increment above the 10% threshold and the taxing jurisdictions will receive 75% of the increment above the 10% threshold. Note that the first threshold for revenue sharing does not apply until at least the eleventh year after adoption of the Plan, and therefore is not expected to apply for this WIN Area.

The second threshold is set at 12.5% of the maximum indebtedness. This threshold does not have the same 11-year restriction as the 10% threshold. If this threshold is met, revenue for the district would be capped at 12.5% of the original maximum indebtedness, with all additional tax revenue being shared with affected taxing

districts. This threshold is not expected to be met during the anticipated duration of the Plan.

IX. IMPACT OF THE TAX INCREMENT FINANCING

This section describes the impact of tax increment financing of the Plan, both until and after the indebtedness is repaid, upon all entities levying taxes upon property in the WIN Area.

The impact of tax increment financing on overlapping taxing districts consists of the property tax revenues foregone on permanent rate levies as applied to the growth in assessed value in the WIN Area. These projections are for impacts estimated through FYE 2030 and are shown in Table 4 and Table 5. These impacts reflect the anticipated cost of projects in the Plan, which is less than maximum indebtedness. If the Area were to incur the full amount of maximum indebtedness, impacts to taxing districts would be larger than what are shown in Table 4 and Table 5. The total impacts to taxing districts, should the Area incur the full amount of maximum indebtedness, are shown in Table 6.

The West Linn Wilsonville School District and the Clackamas Regional Education Service District (“ESD”) are not *directly* affected by the tax increment financing, but the amounts of their taxes divided for the Plan are shown in the following tables. Under current school funding law, property tax revenues are combined with State School Fund revenues to achieve per-student funding targets. Under this system, property taxes foregone, due to the use of tax increment financing, are substantially replaced with State School Fund revenues, as determined by a funding formula at the state level. If new school aged students move into these units and attend the local schools, the funding through the State School Fund would increase.

Table 4 and Table 5 show the projected impacts to permanent rate levies of taxing districts as a result of this Plan. Table 4 shows the general government levies, and Table 5 shows the education levies.

Table 4 - Projected Impact on Taxing District Permanent Rate Levies - General Government

FYE	City of Wilsonville	Clackamas County - City	Clackamas County Extension & 4H	Clackamas County Library	Clackamas County Soil Conservation	FD64 Tualatin Valley F&R	Port of Portland	Road District 15 Wilsonville	Metro	Vector Control	Subtotal
2024	\$118,020	\$112,570	\$2,341	\$18,607	\$2,341	\$71,413	\$3,282	\$0	\$4,523	\$304	\$333,403
2025	\$105,478	\$100,607	\$2,092	\$16,630	\$2,092	\$63,824	\$2,933	\$0	\$4,042	\$272	\$297,970
2026	\$92,989	\$88,695	\$1,845	\$14,661	\$1,845	\$56,267	\$2,586	\$0	\$3,564	\$240	\$262,692
2027	\$80,558	\$76,838	\$1,598	\$12,701	\$1,598	\$48,745	\$2,240	\$0	\$3,087	\$208	\$227,572
2028	\$68,184	\$65,035	\$1,353	\$10,750	\$1,353	\$41,258	\$1,896	\$0	\$2,613	\$176	\$192,617
2029	\$55,870	\$53,290	\$1,108	\$8,809	\$1,108	\$33,807	\$1,554	\$0	\$2,141	\$144	\$157,831
2030	\$57,985	\$55,307	\$1,150	\$9,142	\$1,150	\$35,086	\$1,613	\$0	\$2,222	\$150	\$163,806
Total	\$579,084	\$552,342	\$11,487	\$91,299	\$11,487	\$350,400	\$16,105	\$0	\$22,193	\$1,493	\$1,635,891

Source: Tiberius Solutions

Table 5 - Projected Impact on Taxing District Permanent Rate Levies – Education

FYE	Clackamas Community College	Clackamas ESD	West Linn/Wilsonville School District	Subtotal	Total
2024	\$26,136	\$17,263	\$227,950	\$271,350	\$604,753
2025	\$23,359	\$15,429	\$203,724	\$242,511	\$540,481
2026	\$20,593	\$13,602	\$179,604	\$213,799	\$476,490
2027	\$17,840	\$11,784	\$155,593	\$185,216	\$412,788
2028	\$15,100	\$9,974	\$131,693	\$156,767	\$349,384
2029	\$12,373	\$8,172	\$107,910	\$128,455	\$286,286
2030	\$12,841	\$8,482	\$111,995	\$133,318	\$297,124
Total	\$128,241	\$84,705	\$1,118,469	\$1,331,416	\$2,967,306

Source: Tiberius Solutions

Please refer to the explanation of the schools funding in the preceding section

Table 6 – Projected Impact on Taxing Districts, Full Maximum Indebtedness Incurred

Taxing District	Total Impact
General Government	
City of Wilsonville	\$1,951,548
Clackamas County - City	\$1,861,427
Clackamas County Extension & 4H	\$38,712
Clackamas County Library	\$307,683
Clackamas County Soil Conservation	\$38,712
FD64 Tualatin Valley F&R	\$1,180,870
Port of Portland	\$54,274
Road District 15 Wilsonville	\$0
Metro	\$74,792
Vector Control	\$5,033
<i>Subtotal</i>	<i>\$5,513,050</i>
Education	
Clackamas Community College	\$432,180
Clackamas ESD	\$285,462
West Linn/Wilsonville School District	\$3,769,308
<i>Subtotal</i>	<i>\$4,486,950</i>
Total	\$10,000,000

Source: Tiberius Solutions

Please refer to the explanation of the schools funding in the preceding section

Table 7 shows the projected increased revenue to the taxing jurisdictions after tax increment proceeds are projected to be terminated. These projections are for the year after FYE 2031. The frozen base is the assessed value of the Plan Area established by the county assessor at the time the Plan is established. Excess value is the increased assessed value in the Plan Area above the frozen base.

Table 7 - Additional Revenues Obtained after Termination of Tax Increment Financing in FYE 2031

Taxing District	Tax Rate	Gross Tax Revenue in 2031		
		From Frozen Base	From Increment	Total
General Government				
City of Wilsonville	2.5206	\$15,405	\$63,330	\$78,735
Clackamas County - City	2.4042	\$14,693	\$60,406	\$75,099
Clackamas County Extension & 4H	0.0500	\$306	\$1,256	\$1,562
Clackamas County Library	0.3974	\$2,429	\$9,985	\$12,413
Clackamas County Soil Conservation	0.0500	\$306	\$1,256	\$1,562
FD64 Tualatin Valley F&R	1.5252	\$9,321	\$38,321	\$47,642
Port of Portland	0.0701	\$428	\$1,761	\$2,190
Road District 15 Wilsonville	0.0000	\$0	\$0	\$0
Metro	0.0966	\$590	\$2,427	\$3,017
Vector Control	0.0065	\$40	\$163	\$203
<i>Subtotal</i>	<i>7.1206</i>	<i>\$43,517</i>	<i>\$178,906</i>	<i>\$222,423</i>
Education				
Clackamas Community College	0.5582	\$3,411	\$14,025	\$17,436
Clackamas ESD	0.3687	\$2,253	\$9,264	\$11,517
West Linn/Wilsonville School District	4.8684	\$29,753	\$122,319	\$152,072
<i>Subtotal</i>	<i>5.7953</i>	<i>\$35,418</i>	<i>\$145,607</i>	<i>\$181,025</i>
Total	12.9159	\$78,935	\$324,513	\$403,448

Source: Tiberius Solutions

X. COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF WIN AREAS/URBAN RENEWAL AREA

State law limits the percentage of both a municipality’s total assessed value and the total land area that can be contained in an urban renewal area at the time of its establishment to 25% for municipalities under 50,000 in population. As noted below, the frozen base of the Report on Twist Bioscience WIN Zone (assumed to be FYE 2021 values) is projected to be \$6,111,456. The total assessed value of the City is \$3,805,484,854. The increment of the existing urban renewal areas is \$1,211,334,369. To get the total percentage of assessed value in urban renewal, you divide the total assessed value of the City minus the increment of the urban renewal areas by the frozen base values of the urban renewal areas. In Wilsonville, this results in 6.49% of the City’s assessed value being located in the urban renewal, which is below the 25% threshold. This is shown in Table 8.

The Report on Twist Bioscience WIN Zone contains 4.4 acres. There are 1,120.40 acres in urban renewal in other urban renewal areas in the City. The City contains 4,946 acres. This results in 22.69% of the City’s acreage being located in urban renewal, which is below the 25% threshold.

Table 8 - Assessed Value Statutory Limit Verification

Urban Renewal Area	Frozen Base/AV	Excess Value	Acres
West Side URA	\$ 18,017,272	\$ 697,884,073	411
Year 2000 URA	\$ 45,326,441	\$ 483,489,199	449
Coffee Creek	\$ 99,003,704	\$ 29,961,097	258
Twist Bioscience WIN Zone	\$ 6,111,456	\$ 0	4.4
Total in URAs	\$ 168,458,873	\$ 1,211,334,369	1,122.40
City of Wilsonville*	\$ 4,167,148,858		4,946
Percent of Total	5.70%		22.69%

Source: Compiled by Elaine Howard Consulting, LLC with data from the City of Wilsonville and Clackamas County Department of Assessment and Taxation (FYE 20-21)

AV – assessed value

Frozen base – assessed value the urban renewal area at the time it is established

Increment – increased assessed value over the frozen bas

URA – urban renewal area

XI. EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES

This section of the Report describes existing conditions within the Plan Area and documents the occurrence of “blighted areas,” as defined by ORS 457.010(1).

A. Physical Conditions

1. Land Use

The Plan Area measures 4.4 total acres in size. The present land is on a privately owned 88-acre campus which includes old or deteriorated office buildings that are being converted by the property owner to a multi-tenant light industrial campus of modern industrial/flex space. The campus is ripe for rehabilitation and redevelopment, and if it was fully utilized and converted to a higher-value use such as manufacturing, the values would increase.

2. Zoning and Comprehensive Plan Designations

The zoning designation is Planned Development Industrial and the Comprehensive Plan designation for the area is Industrial.

B. Infrastructure

This WIN Zone is a sub portion of one tax lot only, not including right of way. Therefore, there are no infrastructure needs to be identified for the Area.

C. Social Conditions

The Plan Area is a sub portion of one parcel with no existing residents. To meet the requirement for examination of social conditions, information for the city as a whole is provided.

According to the United States Census 2019 updated data, the City of Wilsonville had a population of 24,918. Approximately forty-five percent of the residents live in owner-occupied housing, with the median value of housing units at \$408,800. Of those who are over twenty-five years of age, approximately 45% have a bachelor's degree. The median household income is \$69,043.

Table 9 - Race in the Area

White alone	19,654	83.9%
Black or African American alone	307	1.3%
American Indian and Alaska Native alone	357	1.5%
Asian alone	1,056	4.5%
Native Hawaiian and Other Pacific Islander alone	332	1.4%
Some other race alone	521	2.2%
Two or more races	1,191	5.1%
Total	23,418	100%

Source: American Community Survey 2013-2018 Five Year Estimates

The largest percentage of residents are between 25 to 34 years of age (19%).

Table 10 - Age in the Area

Under 5 years	1,658	8%
5 to 9 years	1,455	7%
10 to 14 years	1,050	5%
15 to 17 years	767	3%
18 to 24 years	2,374	11%
25 to 34 years	4,158	19%
35 to 44 years	3,173	14%
45 to 54 years	2,852	13%
55 to 64 years	1,510	7%
65 to 74 years	2,005	9%
75 to 84 years	918	4%
Total	21,920	100%

Source: American Community Survey 2013-2018 Five Year Estimates

Table 11 - Income in the Area

Less than \$10,000	425	5%
\$10,000 to \$19,999	578	7%
\$20,000 to \$29,999	658	8%
\$30,000 to \$39,999	876	10%
\$40,000 to \$49,999	487	6%
\$50,000 to \$59,999	926	11%
\$60,000 to \$74,999	1,218	14%
\$75,000 to \$99,999	1,064	12%
\$100,000 to \$124,999	939	11%
\$125,000 to \$149,999	702	8%
\$150,000 to \$199,999	664	8%
Total	8,537	100%

Source: American Community Survey 2013-2018 Five Year Estimates

D. Economic Conditions

Taxable Value of Property within the Plan Area

According to the Clackamas County Department of Assessment and Taxation, the assessed value of the property is \$6,111,456. The site is presently vacant and underutilized and is not contributing its fair share to the overall tax base of the City.

E. Impact on Municipal Services

The fiscal impact of tax increment financing on taxing districts that levy taxes within the Plan Area (affected taxing districts) is described in Section IX of this Report. This subsection discusses the fiscal impacts resulting from potential increases in demand for municipal services.

The projects being considered for future use of WIN Zone funding are for developer incentives to assist in the development of jobs and increased assessed value on industrial properties in Wilsonville and administration of this project.

Development in the Plan Area will require City services. This development is inside the urban growth boundary and the City is expecting to provide services to the property. As the development will be new construction, it will be up to current building code and will aid in any fire protection needs.

The financial impacts from tax increment collections will be countered by increased jobs and, in the future, adding future increased increases in assessed value to the tax bases for all taxing jurisdictions, including the City.

XII. REASONS FOR SELECTION OF EACH PLAN AREA IN THE PLAN

The reason for selecting the Plan Area is to provide the ability to fund developer incentives necessary to cure blight within the Plan Area. The area is underdeveloped and has a prevalence of depreciated values to such an extent that the capacity to pay taxes is reduced and tax receipts are inadequate for the cost of public services rendered.

XIII. RELOCATION REPORT

There is no relocation report required for the Plan. No specific acquisitions that would result in relocation benefits have been identified. However, if property is acquired that requires relocation, the Agency shall comply with applicable relocation requirements.

**PLANNING COMMISSION
RESOLUTION NO. LP21-0001**

A WILSONVILLE PLANNING COMMISSION RESOLUTION RECOMMENDING TO THE WILSONVILLE CITY COUNCIL THAT THE PROPOSED TWIST BIOSCIENCE WILSONVILLE INVESTMENT NOW (WIN) ZONE PLAN IS SUPPORTIVE OF AND IN CONFORMANCE WITH THE APPLICABLE PROVISIONS OF THE COMPREHENSIVE PLAN.

WHEREAS, on December 17, 2012, the Wilsonville City Council approved Resolution No. 2390, referring the Ballot Title “Business Incentive Program for Investment and Job Creation by Manufacturers” to the citizens of Wilsonville for an advisory vote in March of 2013; and

WHEREAS, on March 12, 2013, the citizens of Wilsonville voted to approve the economic development incentive; and

WHEREAS, on May 6, 2013, City Council approved Resolution No. 2417 authorizing staff to take necessary steps to create multiple single-property urban renewal districts to be called Tax Increment Finance (TIF) Zones; and

WHEREAS, all of the designated TIF Zones expired on November 4, 2019 without having ever been utilized, and City Council gave staff direction to pursue modifications to the program with involvement of the Urban Renewal Task Force; and

WHEREAS, the City’s Urban Renewal Task Force met on July 22, 2020 to discuss a revised approach to single-property urban renewal areas known as the Wilsonville Investment Now (WIN) Program, and provided unanimous feedback that the WIN Program is a good direction to take a tax increment finance zone program; and

WHEREAS, the modified tax increment finance zone program offers more flexible criteria to qualifying development projects located outside of the City of Wilsonville’s otherwise designated urban renewal areas. The WIN Program provides urban renewal property tax rebates to qualifying projects and aims to attract high-value investments to the Wilsonville community that strengthen the local economy by retaining and expanding local businesses, attracting new businesses, retaining and expanding high-wage jobs, and contributing to long-term growth in the property tax base through capital investment; and

WHEREAS, Wilsonville is not eligible for traditional Enterprise Zones due to maximum thresholds for unemployment and median family income, and seeks tools to position Wilsonville as competitive with other jurisdictions that offer Enterprise Zones to incent business investment; and

WHEREAS, establishment of such a zone or zones will make the City more competitive with business recruitment, expansion and retention efforts; and

WHEREAS, on October 19, 2020, City Council approved Resolution No. 2856 establishing the Wilsonville Investment Now (WIN) Program Administrative Rules; and

WHEREAS, on June 7, 2021, the Wilsonville Urban Renewal Agency approved URA Resolution No. 315, a Development Agreement stipulating the conditions that Twist Bioscience Corporation must achieve to receive WIN Program benefits in future years, and stipulating the City's obligations to provide property tax reimbursement payments to Twist Bioscience Corporation; and

WHEREAS, on June 21, 2021, the Wilsonville Urban Renewal Agency approved URA Resolution No. 318 directing staff to take necessary steps to prepare a single property urban renewal plan and report for Twist Bioscience, including but not limited to, necessary public outreach, notification and review, consulting and conferring with taxing districts about potential impacts of the Twist Bioscience WIN Zone, review with Planning Commission to ensure Comprehensive Plan conformance, and a public hearing and vote on a non-emergency ordinance by the City Council; and

WHEREAS, on July 14, 2021 the Wilsonville Planning Commission reviewed the Twist Bioscience WIN Zone for conformance with the Wilsonville Comprehensive Plan; and

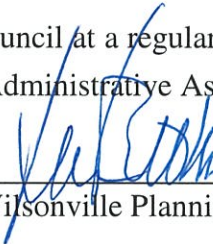
WHEREAS, the Wilsonville Planning Commission has afforded all interested parties an opportunity to be heard on this subject and has entered all available evidence and testimony into the public record of their proceeding; and

WHEREAS, the Planning Commission has duly considered the subject, including the staff recommendations and all the exhibits and testimony introduced and offered by all interested parties.

NOW, THEREFORE, THE WILSONVILLE PLANNING COMMISSION RESOLVES AS FOLLOWS:

1. Does hereby adopt Resolution LP21-0001, as presented at the July 14, 2021, public hearing, including the findings and recommendations contained therein, and does hereby recommend to the Wilsonville City Council that the proposed Twist Bioscience WIN Zone is supportive of and in conformance with the applicable provisions of the City of Wilsonville Comprehensive Plan as approved on July 14, 2021, by the Planning Commission
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 14th day of July 2021, and filed with the Planning Administrative Assistant on July 14, 2021.



Wilsonville Planning Commission

ATTEST:



Tami Bergeron, Administrative Assistant III

SUMMARY OF VOTES:

Chair Kamran Mesbah	<u> y </u>
Vice-Chair Jennifer Willard	<u> y </u>
Commissioner Ron Heberlein	<u> y </u>
Commissioner Jerry Greenfield	<u> y </u>
Commissioner Aaron Woods	<u> y </u>
Commissioner Breanne Tusinski	<u> y </u>
Commissioner Olive Gallagher	<u> y </u>

Exhibits:

- A. Twist Bioscience WIN Zone Plan
- B. Twist Bioscience WIN Zone Report

August 2, 2021

Attachment 2: Statement from Twist Bioscience regarding Wilsonville

At Twist Bioscience, we work in service of customers who are changing the world for the better. In fields such as medicine, agriculture, industrial chemicals and data storage, by using our synthetic DNA tools, our customers are developing ways to better lives and improve the sustainability of the planet.

Twist was founded in 2013, has approximately 660 employees and is excited to be an active member of the community of Wilsonville. We will make synthetic DNA products onsite in Wilsonville, bringing up to 400 jobs to the site. None of our products are alive, and we will not have any biological hazardous materials onsite in Wilsonville. We will have liquid nitrogen in a large, contained tank outside. All of our chemicals used in our operations have both primary and secondary containment in a completely closed system – that means that 100% of the waste is captured in the waste tank, which is picked up and recycled or disposed.

The owner of the building, SKB, is separate from Twist Bioscience. The changes to the building were approved through a separate permit, which included a full assessment and arborist study. SKB will be removing diseased trees, and replacing those trees with healthy trees, and retaining the wetlands.

We look forward to becoming an active member of the Wilsonville community and will be happy to have additional conversations as useful.

Angela Bitting

SENIOR VICE PRESIDENT, CORPORATE AFFAIRS

P 925-202-6211

E abitting@twistbioscience.com



[TWITTER](#) | [LINKEDIN](#) | [FACEBOOK](#) | [YOUTUBE](#)

681 Gateway Blvd, South San Francisco, CA 94080

WHAT IS SYNTHETIC DNA

Synthetic DNA is identical to natural DNA but is manufactured in a laboratory and is not associated with a living organism. It can be used to discover new medicines, identify disease genes, create new biomaterials for clothing, building and more, develop beneficial traits for crops, and even store digital data.

Our proprietary method of manufacturing DNA miniaturizes the process to create 9,600 genes in the same space typically used to make one. This miniaturization reduces the amount of chemical use by 99.8%, drastically improving sustainability and decreasing the impact on the planet. We provide the synthetic DNA and tools that our customers use to create products.

APPLICATIONS OF SYNTHETIC DNA



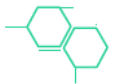
MEDICINE

Synthetic DNA is a critical component in the identification and diagnosis of disease in addition to the development and production of biologics and antibody drugs to improve healthcare and enable personalized medicine. During the COVID-19 pandemic the company developed several tools to support researchers in combating the virus, including controls necessary for accurate tests, assays to track viral evolution (variants) and tools to differentiate between respiratory diseases.



AGRICULTURAL-BIOTECHNOLOGY

The security of the world's food supply requires engineering crops resistant to evolving pests, adapted to more extreme drought and flood conditions as well as more affordable and sustainable by eliminating the need for fertilizers.



INDUSTRIAL CHEMICALS

The production of chemicals is shifting to biological processes that use atmospheric carbon dioxide (CO₂) as the source of carbon. By introducing synthetic DNA into the genes of yeast, bacteria and algae, the natural process of sugar fermentation can produce diverse chemicals like spider silk used for clothing, nylon used in carpet, rubber used in tires, and plastics used in everyday life.



STORING DIGITAL DATA ON DNA

While the demand for digital data continues to grow, the supply is becoming more and more limited. Since all of the world's digital data could be stored in the trunk of a car (very compact) Twist is leveraging its breakthrough DNA synthesis technology to store digital data on DNA.

OUR CUSTOMERS ARE CHANGING THE WORLD

VANDERBILT UNIVERSITY

Supplying genes for the DARPA Pandemic Prevention Plan (P3), designed to enable a therapeutic response to a pandemic out-break in 60 days. Pivoted to COVID-19 in 2020; several antibodies are now in clinical development.

CHILDREN'S HOSPITAL OF PHILADELPHIA

Using DNA-based products to identify epilepsy with very old blood spots obtained at birth

ARZEDA

Using synthetic DNA to create a next-generation plexiglass as well as a food and beverage sweetener

TAKEDA

Working with Twist to discover and optimize new therapies for cancer, neurology, gastroenterology and rare diseases.

From The Director's Office

Serving the Community with Pride!

At the end of June, Governor Brown eased restrictions in our state as a majority of eligible Oregonians have been vaccinated. Some limitations still exist and dangerous variants are still circulating, so caution is not completely abandoned. However, citizens can generally return to normal activities. This is incredible news, and something that many of us have wished for. That being said, the pandemic and all the changes it brought is something I will never forget.

As a dedicated, long-serving public employee, I have been amazed at the hard-work and dedication of the staff in the City's Community Development Department. For over a year, they have given in ways they have never been asked to before. This team of professionals is truly amazing, having continued to provide service to our customers throughout the pandemic. To me, that is an indication of the care and dedication of the entire Community Development Department team to one another as well as to all of our customers.

The team pulled together in extreme times of need to support each other and to recognize the importance of our daily functions to citizens, developers, and contractors who need our services to move their projects forward. If our ability to provide services were impeded—or worse yet, stopped—it would impact hundreds of individuals' abilities to perform their jobs, which in turn gives them a paycheck that allows them to feed and shelter their families. We are extremely proud of our accomplishments over the past year, and are very pleased we were able to find new ways to succeed. We found ways to meet new challenges month after month by being trusting, creative, innovative, and flexible—and perhaps most importantly, demonstrating that we are all dedicated public servants.

Sure, there were incredibly stressful times in the dark months of winter when it seemed that the pandemic may be with us forever. It seemed that every day brought more bad news as well as harder and harder issues to grapple with. Those hard days made us stronger and more appreciative of the simple things in life. It is time to enjoy days filled with sunshine (albeit admittedly 116 degrees is even beyond heat that I would like), friends, travel, fresh restaurant meals, and most importantly, family and loved ones.

Respectfully submitted,

Chris Neamtzu, AICP
Community Development Director



The Planning team dressed up as cereal "MASKots" for Halloween during the COVID-19 pandemic.

Building Division

Public Records Requests

The City of Wilsonville retains records across all departments that are available to the public. In the Building Division, these records include construction plans, permit history, inspection records, and other related information for each address in Wilsonville.

What is a public record?

As defined by ORS 192.005(2) "Public record" means any information that:

- A. is prepared, owned, used or retained by a state agency or political subdivision;
- B. relates to an activity, transaction or function of a state agency or political subdivision; and
- C. is necessary to satisfy the fiscal, legal, administrative or historical policies, requirements or needs of the state agency or political subdivision.

A writing is defined as: handwriting, typewriting, printing, photographing, and every means of recording, including letters, words, pictures, sounds, or symbols or combination thereof, and all papers, maps, files, facsimiles or electronic recordings.

Writing also includes information stored on computer tape, microfiche, photographs, films, tape, or videotape, and virtually any other method of recording information. Public records may be in machine readable or electronic form.

To access these records, members of the public can submit a Public Records Request to the City Recorder in a number of ways; there is an online request form, and a document that be filled

electronically or handwritten then emailed or submitted in person. The City Recorder then distributes the request to the applicable department(s) to research and fill the request and a fee is charged based on staff time and any copies made. Building Division records are currently in the process of digital archiving so a portion of construction plans, permits, inspection records and other archived documents are available electronically and are provided to the individual making the request via a secure link. If a record is not yet digitized, the requestor can choose to visit City Hall and review the records in person, or be charged a fee to receive copies. If the individual making the request reviews the Building Division records in person, they are typically provided with the paper address file and are welcome to take photos of any documents free of charge.

More information about Public Records Requests, including a timeline, which records are exempt, and frequently asked questions can be found on the Public Records page of the Administration section of the City of Wilsonville website.

—Megan Munsterman, Permit Technician

**CITY OF WILSONVILLE
PUBLIC RECORDS REQUEST FORM**

Oregon Public Records law grants each person the right to inspect the records of a public body (unless exempt from disclosure). The City shall respond to all requests as soon as practical and without unreasonable delay within five (5) business days or, within five (5) business days, will explain why more time is needed for a full response.

Date and Time of Request:	Name: _____ Company: _____ Mailing Address: _____ E-Mail: _____ Phone #: _____ Cell #: _____ FAX #: _____	This form may be submitted: <ul style="list-style-type: none"> • By E-mail to: cityrecorder@ci.wilsonville.or.us • In Person or Via Mail: City Recorder's Office 29799 SW Town Center Loop E. Wilsonville, OR 97070 • By Fax (503)682-1015
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Attention Requestor: To expedite your request be as specific as possible in describing the records being requested. Include the type of access requested (copying or inspection).

Description of Records Requested (be as specific as possible)	PRICES: Photocopies - 8 1/2 x 11 - \$.25/page - 8 1/2 x 14 - \$.25/page - 11 x 17 - \$.25/page - 24 x 36 - \$5.50 - 34 x 44 - \$8.50 - Compact Disks - \$10 each - Audio - \$5.00 each Research time will be billed at actual staff hourly rate.
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I want to inspect the requested records in person and do not want copies produced at this time.
 I would like copies of the requested records and I agree to reimburse the city for the costs of duplicating the requested records in accordance with ORS 192.410-192.505, which includes the actual cost of making the records available, prior to receipt of the requested material.

How would you like to receive these records? Email Mail Pick-Up of City Hall

Signed: _____, requester.

If applicable provide:
 Street Address and/or Property Description (County tax map and tax lot; or subdivision lot and block):

 Project Name(s): _____

Engineering Division, Capital Pro-

5th Street/Kinsman Road Extension (1139/2099/4196)

This project involves the design and construction of the extension of 5th Street and Kinsman Road between Boones Ferry Road and Wilsonville Road, including water, sewer, storm, franchise utility extension, and the installation of a portion of the Ice Age Tonquin Trail. Sewer, storm, and water utility installation continues. Construction of the Tonquin Trail boardwalk and 5th Street Bridge over Coffee Creek (pictured right) is underway. Construction will continue through January 2023.



Boberg Diversion Structure Replacement (2100)

This project replaces the outdated Boberg Road wastewater diversion structure to improve wastewater collection system functionality and ensures available capacity for upstream development in the Coffee Creek and Basalt Creek areas into the future. Three bids were received by the June 2 deadline: Pleasant Hill Development Company submitted the lowest responsive bid. The contract was awarded internally by the Engineering Division due to its lower amount. Construction will last approximately two weeks and began in July but will not extend past the end of September 2021.

Boeckman Creek Hydraulic Analysis (4212/7065)

Stream surveying and gauge monitoring tasks are complete for this phase of the work. The team is analyzing the data collected to date and updating the hydraulic model to reflect the existing creek conditions.

Boeckman Road Corridor Project (4212/4206/4205/2102)

Staff went to Council on August 2 with a resolution to authorize alternative contracting for the Boeckman Road Corridor Project (similar to what was approved for the WTP expansion). If authorized, staff will then advertise for an Owner's Representative and will begin building the Progressive Design Build team.

Crosswalk Enhancement Assessment (4717)

This project studies nine existing or proposed crosswalk locations throughout the city and will recommend new safety measures or enhancements for each crossing. Kittelson & Associates will be performing assessment activities that began in June and will continue to the end of September 2021.

Elligsen Well Facility Rehab and Upgrades (1083)

This project addresses upgrades and repairs needed to correct deficiencies in the Elligsen well house, including piping, electrical, instrumentation and controls, and mechanical systems. Design work started in January 2021 and will continue through the summer. Construction work is tentatively scheduled to begin late summer and continue through fall 2021.

Engineering Division, Capital Projects

Garden Acres Road (4201)

The project involves the design and construction of Garden Acres Road from a rural local access road to an urban industrial roadway as part of the Coffee Creek Industrial Area plan and includes Willamette Water Supply Program segment PLM_1.2 of the 66" water transmission pipe. Project is complete.

I-5 Pedestrian Bridge (4202)

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. Preliminary 60% design documents have been submitted and are currently under review. Project updates to Planning Commission and City Council are scheduled for August.

Memorial Park Pump Station (2065)

This project involves replacing and relocating the wastewater pump station in Memorial Park. The contract was awarded to McClure and Sons. Construction began in July 2020 and is anticipated to be completed in September 2021.

Old Farm Road Phase I (1500/2500/4500/7500)

This project includes paving, storm sewer, sanitary sewer, and water line improvements to Old Farm Road, Arbor Glen Loop, and Arbor Glen Court in the Charbonneau development. The contract was awarded to Braun Construction in April. Construction began in June and is anticipated to be completed by December 2021.

Raw Water Facility Improvements

This project (shown right) is a capital improvement project under management of the Willamette Water Supply Commission and Tualatin Valley Water District. Improvements include seismic upgrades to the existing intake facility and river embankment and installation of a 66-inch raw water pipe and 8-inch domestic City water pipe.



Rivergreen & Corral Creek Lift Stations (2105)

This project involves upgrading the Rivergreen and Corral Creek wastewater lift stations. The design contract was awarded to Murraysmith. Design will be completed by December 2021, with construction anticipated for completion in 2022.

Street Maintenance Project 2021 (4014/4118/4725)

Construction is quickly approaching on Town Center Loop and Park Place. Staff are currently working with the contractor to finalize the construction schedule.

Engineering Division, Capital Projects

WTP Expansion to 20 MGD (1144)

This project will expand the Water Treatment Plant (WTP) capacity to 20 MGD and incorporate related WTP capital improvements. A CMGC alternative contracting method was approved by City Council. An engineering contract was awarded to Stantec in July 2020. The CMGC selection is anticipated in August 2021. Final design will be completed in coordination with the CMGC by December 2021, followed by construction through 2022-2023.

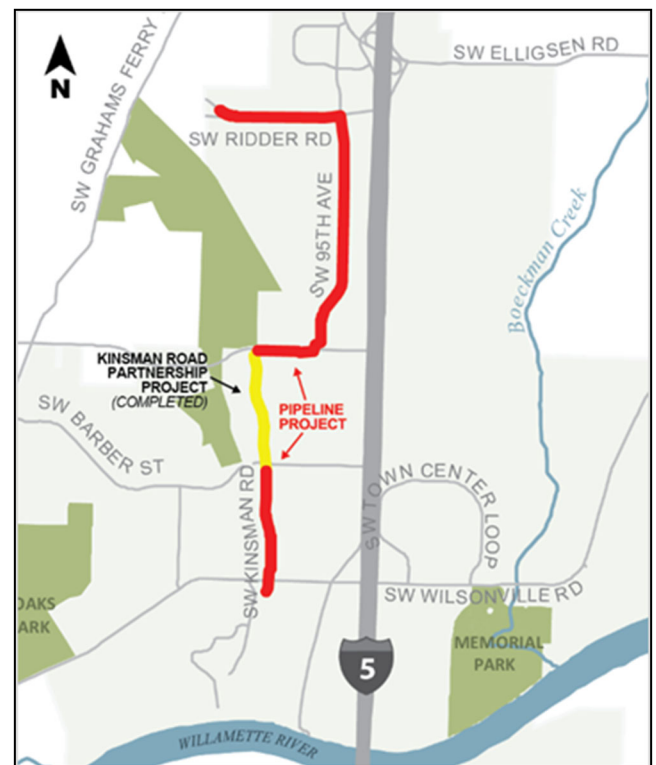
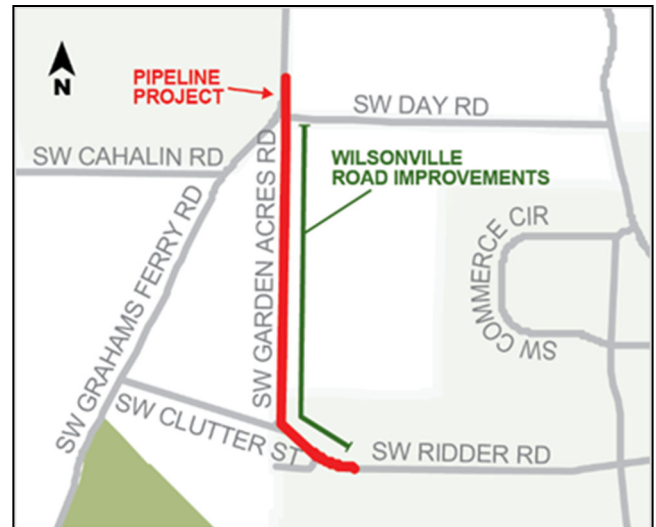
WWSP Coordination (1127)

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

- **Phase 2, Garden Acres Road to 124th (PLM 1.2)**
The WWSP partnered with Wilsonville to construct the PLM_1.2 pipeline with the City's Garden Acres Road Improvements Project.
 - Moore Excavation, Inc. has constructed 3,600 feet of 66-inch pipeline along Garden Acres Road from Ridder Road to just beyond Day Road. Their work included a trenchless undercrossing of Day Road.
 - Project is complete.
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM 1.3)**
The WWSP is coordinating with the City of Wilsonville to construct 12,200 feet of a 66-inch water pipeline from just south of the Wilsonville Road and Kinsman Road intersection to Garden Acres Road. It will connect the remaining portion of the pipeline through Wilsonville and it follows Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road.
 - Construction of the PLM_1.3 pipeline is anticipated to begin in February 2022, with completion in 2024.
 - 90% design plans are expected to be submitted to the City for review in August 2021.

WWTP Master Plan (2104)

This project will evaluate capacity of Wastewater Treatment Plant (WWTP) processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. The engineering contract was awarded in May 2020 and the project is anticipated to be completed by spring of 2022.



Engineering Division, Private Development

Canyon Creek South Phase 3

This is a five lot subdivision on Canyon Creek Road South. The project is currently under review.

Charbonneau Activity Center

This project involves a new building, stormwater facility, and utility connections in the Village Center area of Charbonneau. The contractor is working on private utilities and the foundation.

Coffee Creek Logistics Center (Panattoni Warehouse)

This project is located on the southwest corner of Clutter Road and Garden Acres Road. The pre-construction meeting occurred on May 24.

Costco ADA Improvements

Project will include erosion control inspections.

Fir Avenue Commons

This is a ten-unit condominium development in Old Town and it is nearing completion. Several outstanding items need to be addressed on the punch list.

Frog Pond Ridge

Plans for this 69-lot subdivision north of Frog Pond Meadows have been approved. Permits and bonds have been paid. The erosion control and tree protection are approved for grading.

Magnolia 6-Plex

A small development in Old Town that will require sanitary, storm, and water facilities. The project is currently under review.

Northstar Contractor Establishment—Clay Street

This project is located in Washington County and onsite improvements are subject under the Washington County permit. The street improvements are under the City of Wilsonville permit. The contractor is working on final items before a final walk-through for punch list items.

Parkway Woods

This project involves a parking lot update and building modifications at the Xerox campus (formerly Tektronix). A series of stormwater planters will be included to bring the parking lot up to today's standards. The project plans are approved and ready for construction pending final fees and bonding and once the pre-construction meeting takes place.

SSI Shredding

Site plans were submitted for two additional buildings on the existing site, along with sidewalk, sanitary, and water additions. The permit has been issued and work began the week of May 24.

Villebois Clermont

Grading and demolition have begun for Clermont, a 87-lot subdivision in Villebois.

Wilsonville High School Auditorium

The school district will be adding a new water line, sanitary force main, and storm facilities. The project is currently under review.

Wood Middle School

Additions to Wood Middle School will require a stormwater facility. The contractor will be working on the interior modifications while school is out. The storm facility will be constructed in the fall.

Engineering Division, Natural Resources

NPDES Stormwater Permit—Industrial Inspections

Wilsonville is home to a wide array of industrial businesses. Some of these industrial facilities use hazardous substances to manufacture products. To ensure these hazardous substances do not enter the stormwater system, annual inspections are conducted at facilities throughout Wilsonville. These inspections focus on “high potential pollutant generating facilities” that have been identified based on the City’s business license inventory.

Sarah Sand, the City’s Stormwater Management Coordinator, conducts the annual inspections, which are a combination of windshield surveys and a formal site inspection. Annually, all of the high potential pollutant generating facilities are surveyed, and based on professional judgment and the knowledge of current activities and facilities at each site, a facility is selected for formal inspection.

During the formal inspection, Sarah walks the site, both indoors and outdoors to evaluate whether the facility has the potential to contribute significant pollutant loads to the stormwater system. A facility inspection form is completed, noting any findings of concern indicating the appropriate follow-up action(s). At the conclusion of the inspection, Sarah discusses any findings of concern with the business owner/operator.

The results of the industrial inspections are included in the City’s NPDES Stormwater Annual Report, which is submitted to the Oregon Department of Environmental Quality.



Planning Division, Current

Administrative Land Use Decisions Issued

- Minor changes to DRB approved parking areas, tree preservation, and stormwater for Parkway Woods Business Park
- Outdoor covered storage area and other minor architectural changes for Twist Bioscience
- 2-lot partition at southern end of Canyon Creek Road South
- Entry directional signs for DP Nicoli on Boberg Road
- 1 New Tenant Sign
- 6 Type A Tree Permits (Non-Emergency)
- 2 Type B Tree Permits
- 1 Type C Tree Permit
- 8 Residential building permit land use reviews
- Other building permits

Construction Permit Review, Development Inspections, and Project Management

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

- Clermont Subdivision (Villebois Phase 5 North)
- Fir Avenue Commons development in Old Town
- Magnolia 6-Plex in Old Town
- New Charbonneau Activity Center
- Panattoni Development Company warehouse on Clutter Street
- Parkway Woods Business Park remodel/site revisions
- Residential subdivisions in Frog Pond West

Development Review Board (DRB)

Neither DRB Panel A or Panel B met in July.

DRB Projects Under Review

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

- Approval of vehicle storage area at Mercedes-Benz of Wilsonville
- Land division and zone change for Frog Pond Church
- Modifications to industrial building at 95th Avenue and Hillman Court for Oregon Department of Administrative Services (pictured right)
- Public Works Complex on Boberg Road
- Villebois Village Center development around Piazza Villebois

Ice Storm Tree Damage and Response

During June, the Planning team continued to be a key part of the City's response to extensive tree damage from the February 2021 ice and snow storm. In particular, Assistant Planner Georgia McAlister continued to intake and review tree removal permits and answer questions, especially for industrial and commercial customers. Associate Planner Cindy Luxhoj continued to coordinate the multi-disciplinary response, particularly preparing for replanting events in the fall and coordinating stump grinding using funds from a Metro community enhancement grant. Public Works continued their work to inventory tree damage.

Planning Division, Long Range

Middle Housing in Wilsonville Project (House Bill 2001 Implementation)

In July, the project team held work sessions with the Planning Commission and the City Council to continue to discuss proposed changes and infrastructure analyses. On July 20, the City also hosted a virtual public forum during which the Planning Commission and project team answered questions and discussed the evolution of the project over the last year. The project team also worked to prepare materials for August Planning Commission and City Council work sessions and the Planning Commission public hearing in September.



Middle housing on Chestnut Lane in the Frog Pond Neighborhood

Planning Commission

At their regularly scheduled meeting on July 14, the Planning Commission held a public hearing on whether the WIN (Wilsonville Investment Now) Program proposal for Twist Bioscience at the Parkway Woods Business Park is consistent with the City's Comprehensive Plan. Following the hearing, the Commission agreed the proposal is consistent with the Comprehensive Plan. The Planning Commission also held a work session for the Middle Housing Project. In the work session, the Commission expressed general support for the approach for driveway design, parking standards, and an updated approach for design standards that apply to all single-family homes and middle housing. The Planning Commission plans one additional work session on middle housing in August prior to a public hearing at their September meeting. On July 20, the Planning Commission hosted a public forum on middle housing in their role as the Committee for Citizen Involvement.

Transit-Oriented Development at the Wilsonville Transit Center

The Equitable Housing Strategic Plan identifies exploration of Transit-Oriented Development (TOD) at the Wilsonville Transit Center as a near-term implementation action. During July, the project team continued an assessment of opportunities and constraints on the project site. The project team also held stakeholder interviews with the Housing Authority of Clackamas County, Metro TOD staff, and other key City staff to gather information on project types and funding sources available to support development. This information will be summarized into a report to assist with City Council's development of a vision, goals, and priorities for the site at an upcoming work session in September.

Vertical Housing Development Zones

The Equitable Housing Strategic Plan identifies creation of tax abatements to create diversity and affordability in the City's housing supply as a near-term implementation action. Additionally, the Town Center Plan identifies exploration of Vertical Housing Development Zones (VHDZ) as a short-term implementation action to encourage mixed-use development. During July, the project team finalized a memorandum to respond to the questions and suggestions that City Council raised during a work session in May about potential VHDZ implementation in vertical, mixed-use areas of the City. Staff and the consultant will share this memorandum at an upcoming City Council work session on August 2.

Planning Division, Long Range



WILSONVILLE TOWN CENTER PLAN

Wilsonville Town Center Plan

I-5 Pedestrian Bridge

The Town Center project team continued development of the preferred bridge and plaza designs for the I-5 Pedestrian Bridge and Town Center Gateway Plaza project, which will provide an important connection between Town Center, the Wilsonville Transit Center, and neighborhoods west of Interstate 5. During July, the City staff reviewed 60% design documents for the bridge and gateway plaza. These documents include more detailed information on design elements for the plaza including seating, landscaping materials, shade structures, and pavement materials. The project team will present highlights of these design updates to the Planning Commission and City Council at work sessions in August.

General project information is available on the project website: <https://www.ci.wilsonville.or.us/engineering/page/i-5-bikeped-bridge-project>.

Streetscape Plan

The City is developing a streetscape plan that establishes design guidelines for sidewalks and streets in Town Center, including items such as street furniture, lighting fixtures, landscaping, public art placement and pavement design. The completed plan will create a distinct look and feel for Town Center streets. During July, the project consultant incorporated feedback into an updated draft plan. City staff reviewed the draft and prepared for the consideration of the adoption of the plan by Planning Commission and City Council.

City of Wilsonville - Fund Summaries
Reporting Month: JUL FY 2022

	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
110 - General Fund				
Taxes	\$ 12,450,940	\$ 203,749	\$ 12,247,191	98%
Intergovernmental	2,685,330	387	2,684,944	100%
Licenses and permits	169,850	21,781	148,070	87%
Charges for services	699,990	4,738	695,252	99%
Fines and forfeitures	315,000	13,198	301,802	96%
Investment revenue	91,000	267	90,734	100%
Other revenues	16,349,824	16,265,374	84,450	1%
Transfers in	4,453,155	254,290	4,198,865	94%
TOTAL REVENUES	\$ 37,215,089	\$ 16,763,782	\$ 20,451,307	55%
Personnel services	\$ 9,763,662	\$ 641,139	\$ 9,122,523	93%
Materials and services	26,426,917	16,733,084	9,693,833	37%
Capital outlay	20,000	-	20,000	100%
Transfers out	2,888,645	35,416	2,853,229	99%
TOTAL EXPENDITURES	\$ 39,099,224	\$ 17,409,639	\$ 21,689,585	55%
610 - Fleet Fund				
Charges for services	\$ 1,489,124	\$ 124,093	\$ 1,365,032	92%
Investment revenue	7,500	-	7,500	100%
TOTAL REVENUES	\$ 1,496,624	\$ 124,093	\$ 1,372,532	92%
Personnel services	\$ 802,150	\$ 56,088	\$ 746,062	93%
Materials and services	671,135	27,298	643,837	96%
Transfers out	2,400	200	2,200	92%
TOTAL EXPENDITURES	\$ 1,475,685	\$ 83,587	\$ 1,392,098	94%
230 - Building Inspection Fund				
Licenses and permits	\$ 1,060,463	\$ 65,231	\$ 995,232	94%
Charges for services	11,700	-	11,700	100%
Investment revenue	12,000	-	12,000	100%
Transfers in	41,545	3,462	38,083	92%
TOTAL REVENUES	\$ 1,125,708	\$ 68,693	\$ 1,057,015	94%
Personnel services	\$ 1,102,560	\$ 64,828	\$ 1,037,732	94%
Materials and services	176,948	65,797	111,151	63%
Transfers out	405,606	25,466	380,140	94%
TOTAL EXPENDITURES	\$ 1,685,114	\$ 156,091	\$ 1,529,023	91%
231 - Community Development Fund				
Intergovernmental	\$ 161,200	\$ -	\$ 161,200	100%
Licenses and permits	593,446	96,418	497,028	84%
Charges for services	745,080	1,783	743,298	100%
Investment revenue	8,500	-	8,500	100%
Other revenues	250	-	250	100%
Transfers in	2,383,525	65,924	2,317,601	97%
TOTAL REVENUES	\$ 3,892,001	\$ 164,124	\$ 3,727,877	96%
Personnel services	\$ 3,266,740	\$ 197,243	\$ 3,069,497	94%
Materials and services	783,614	23,382	760,232	97%
Transfers out	598,095	49,090	549,005	92%
TOTAL EXPENDITURES	\$ 4,648,449	\$ 269,715	\$ 4,378,734	94%
240 - Road Operating Fund				
Intergovernmental	\$ 1,995,223	\$ -	\$ 1,995,223	100%
Investment revenue	12,500	-	12,500	100%
Other revenues	-	349	(349)	-
TOTAL REVENUES	\$ 2,007,723	\$ 349	\$ 2,007,374	100%
Personnel services	\$ 416,900	\$ 15,524	\$ 401,376	96%
Materials and services	495,930	7,712	488,218	98%
Capital outlay	13,000	-	13,000	100%
Transfers out	809,155	19,408	789,747	98%
TOTAL EXPENDITURES	\$ 1,734,985	\$ 42,644	\$ 1,692,341	98%

City of Wilsonville - Fund Summaries
Reporting Month: JUL FY 2022

	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
241 - Road Maintenance Fund				
Charges for services	\$ 2,150,000	\$ 184,522	\$ 1,965,478	91%
Investment revenue	20,000	-	20,000	100%
TOTAL REVENUES	\$ 2,170,000	\$ 184,522	\$ 1,985,478	91%
Transfers out	\$ 2,503,924	\$ -	\$ 2,503,924	100%
TOTAL EXPENDITURES	\$ 2,503,924	\$ -	\$ 2,503,924	100%
260 - Transit Fund				
Taxes	\$ 5,000,000	\$ 464,088	\$ 4,535,912	91%
Intergovernmental	3,964,104	5,625	3,958,479	100%
Charges for services	-	260	(260)	-
Fines and forfeitures	5,000	1,516	3,484	70%
Investment revenue	75,000	-	75,000	100%
Other revenues	16,000	-	16,000	100%
TOTAL REVENUES	\$ 9,060,104	\$ 471,488	\$ 8,588,616	95%
Personnel services	\$ 4,251,900	\$ 271,152	\$ 3,980,748	94%
Materials and services	2,118,188	201,263	1,916,925	90%
Capital outlay	1,990,000	-	1,990,000	100%
Transfers out	669,447	48,769	620,678	93%
TOTAL EXPENDITURES	\$ 9,029,535	\$ 521,184	\$ 8,508,351	94%
510 - Water Operating Fund				
Charges for services	\$ 9,411,000	\$ 973,952	\$ 8,437,048	90%
Investment revenue	150,000	-	150,000	100%
Other revenues	12,000	-	12,000	100%
TOTAL REVENUES	\$ 9,573,000	\$ 973,952	\$ 8,599,048	90%
Personnel services	\$ 629,100	\$ 38,124	\$ 590,976	94%
Materials and services	4,538,189	279,469	4,258,720	94%
Capital outlay	247,400	-	247,400	100%
Transfers out	10,798,267	58,958	10,739,309	99%
TOTAL EXPENDITURES	\$ 16,212,956	\$ 376,551	\$ 15,836,405	98%
520 - Sewer Operating Fund				
Charges for services	\$ 8,275,000	\$ 655,519	\$ 7,619,481	92%
Investment revenue	160,000	-	160,000	100%
Other revenues	30,000	-	30,000	100%
Transfers in	600,000	-	600,000	100%
TOTAL REVENUES	\$ 9,065,000	\$ 655,519	\$ 8,409,481	93%
Personnel services	\$ 377,750	\$ 14,777	\$ 362,973	96%
Materials and services	3,740,830	49,102	3,691,728	99%
Capital outlay	291,100	-	291,100	100%
Debt service	2,623,500	-	2,623,500	100%
Transfers out	2,907,055	43,716	2,863,339	98%
TOTAL EXPENDITURES	\$ 9,940,235	\$ 107,595	\$ 9,832,640	99%
550 - Street Lighting Fund				
Charges for services	\$ 536,650	\$ 45,953	\$ 490,697	91%
Investment revenue	8,500	-	8,500	100%
TOTAL REVENUES	\$ 545,150	\$ 45,953	\$ 499,197	92%
Materials and services	\$ 384,030	\$ 772	\$ 383,258	100%
Transfers out	1,045,000	-	1,045,000	100%
TOTAL EXPENDITURES	\$ 1,429,030	\$ 772	\$ 1,428,258	100%
570 - Stormwater Operating Fund				
Charges for services	\$ 3,440,000	\$ 291,276	\$ 3,148,724	92%
Investment revenue	15,000	-	15,000	100%
TOTAL REVENUES	\$ 3,455,000	\$ 291,276	\$ 3,163,724	92%
Personnel services	\$ 273,170	\$ 14,565	\$ 258,605	95%
Materials and services	788,536	12,182	776,354	98%
Capital outlay	107,000	-	107,000	100%
Debt service	518,000	-	518,000	100%
Transfers out	2,049,216	42,653	2,006,563	98%
TOTAL EXPENDITURES	\$ 3,735,922	\$ 69,399	\$ 3,666,523	98%

City of Wilsonville - SDC Fund Summaries
Reporting Month: JUL FY 2022

	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
336 - Frog Pond Development				
Licenses and permits-West Hills	\$ 1,820,350	\$ -	\$ 1,820,350	100%
Licenses and permits-Pahlisch	1,237,838	133,455	1,104,383	89%
Investment revenue	3,000	-	3,000	100%
TOTAL REVENUES	\$ 3,061,188	\$ 133,455	\$ 2,927,733	96%
Materials and services	\$ 8,320	\$ 2,706	\$ 5,614	67%
TOTAL EXPENDITURES	\$ 8,320	\$ 2,706	\$ 5,614	67%
346 - Roads SDC				
System Development Charges	\$ 1,202,131	\$ 93,499	\$ 1,108,632	92%
Investment revenue	43,500	-	43,500	100%
TOTAL REVENUES	\$ 1,245,631	\$ 93,499	\$ 1,152,132	92%
Materials and services	\$ 41,470	\$ 1,896	\$ 39,574	95%
Transfers out	7,766,745	-	7,766,745	100%
TOTAL EXPENDITURES	\$ 7,808,215	\$ 1,896	\$ 7,806,319	100%
396 - Parks SDC				
System Development Charges	\$ 554,418	\$ 36,231	\$ 518,187	93%
Investment revenue	35,000	-	35,000	100%
TOTAL REVENUES	\$ 589,418	\$ 36,231	\$ 553,187	94%
Materials and services	\$ 16,890	\$ -	\$ 16,890	100%
Transfers out	1,322,155	-	1,322,155	100%
TOTAL EXPENDITURES	\$ 1,339,045	\$ -	\$ 1,339,045	100%
516 - Water SDC				
System Development Charges	\$ 873,600	\$ 81,654	\$ 791,946	91%
Investment revenue	37,500	-	37,500	100%
Other revenues	7,000,000	-	7,000,000	100%
TOTAL REVENUES	\$ 7,911,100	\$ 81,654	\$ 7,829,446	99%
Materials and services	\$ 25,940	\$ 1,362	\$ 24,578	95%
Debt Service	485,000	-	485,000	100%
Transfers out	9,625,868	-	9,625,868	100%
TOTAL EXPENDITURES	\$ 10,136,808	\$ 1,362	\$ 10,135,446	100%
526 - Sewer SDC				
System Development Charges	\$ 506,270	\$ 39,567	\$ 466,703	92%
Investment revenue	50,000	-	50,000	100%
TOTAL REVENUES	\$ 556,270	\$ 39,567	\$ 516,703	93%
Materials and services	\$ 22,050	\$ 781	\$ 21,269	96%
Transfers out	1,792,521	-	1,792,521	100%
TOTAL EXPENDITURES	\$ 1,814,571	\$ 781	\$ 1,813,790	100%
576 - Stormwater SDC				
System Development Charges	\$ 213,310	\$ 12,936	\$ 200,374	94%
Investment revenue	15,000	-	15,000	100%
TOTAL REVENUES	\$ 228,310	\$ 12,936	\$ 215,374	94%
Materials and services	\$ 5,750	\$ 262	\$ 5,488	95%
Transfers out	253,382	-	253,382	100%
TOTAL EXPENDITURES	\$ 259,132	\$ 262	\$ 258,870	100%

City of Wilsonville - URA Fund Summaries
Reporting Month: JUL FY 2022

	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
800 - Year 2000 Program Income				
Investment revenue	\$ 6,500	\$ -	\$ 6,500	100%
Other revenues	150,000	12,955	137,045	91%
TOTAL REVENUES	\$ 156,500	\$ 12,955	\$ 143,545	92%
Materials and services	\$ 61,000	\$ -	\$ 61,000	100%
TOTAL EXPENDITURES	\$ 61,000	\$ -	\$ 61,000	100%
805 - Year 2000 Capital Projects				
Investment revenue	\$ 75,000	\$ -	\$ 75,000	100%
Other revenues	9,811,524	9,811,524	-	0%
TOTAL REVENUES	\$ 9,886,524	\$ 9,811,524	\$ 75,000	1%
Materials and services	\$ 673,160	\$ -	\$ 673,160	100%
Capital outlay	9,653,000	-	9,653,000	100%
TOTAL EXPENDITURES	\$ 10,326,160	\$ -	\$ 10,326,160	100%
807 - Year 2000 Debt Service				
Taxes	\$ 4,074,200	\$ -	\$ 4,074,200	100%
Investment revenue	40,000	-	40,000	100%
TOTAL REVENUES	\$ 4,114,200	\$ -	\$ 4,114,200	100%
Debt service	\$ 10,412,524	\$ 9,811,685	\$ 600,839	6%
TOTAL EXPENDITURES	\$ 10,412,524	\$ 9,811,685	\$ 600,839	6%
810 - Westside Program Income				
Investment revenue	\$ 1,000	\$ -	\$ 1,000	100%
TOTAL REVENUES	\$ 1,000	\$ -	\$ 1,000	100%
815 - Westside Capital Projects				
Investment revenue	\$ 6,500	\$ -	\$ 6,500	100%
Other revenues	6,400,000	6,400,000	-	0%
TOTAL REVENUES	\$ 6,406,500	\$ 6,400,000	\$ 6,500	0%
Materials and services	\$ 368,780	\$ -	\$ 368,780	100%
TOTAL EXPENDITURES	\$ 838,780	\$ -	\$ 838,780	100%
817 - Westside Debt Service				
Taxes	\$ 5,084,500	\$ -	\$ 5,084,500	100%
Investment revenue	77,500	-	77,500	100%
TOTAL REVENUES	\$ 5,162,000	\$ -	\$ 5,162,000	100%
Debt service	\$ 18,809,044	\$ 6,400,105	\$ 12,408,939	66%
TOTAL EXPENDITURES	\$ 18,809,044	\$ 6,400,105	\$ 12,408,939	66%
825 - Coffee Creek Capital Projects				
Investment revenue	\$ 13,500	\$ -	\$ 13,500	100%
TOTAL REVENUES	\$ 13,500	\$ -	\$ 13,500	100%
Materials and services	\$ 148,880	\$ -	\$ 148,880	100%
TOTAL EXPENDITURES	\$ 148,880	\$ -	\$ 148,880	100%
827 - Coffee Creek Debt Service				
Taxes	\$ 350,700	\$ -	\$ 350,700	100%
Investment revenue	1,000	-	1,000	100%
TOTAL REVENUES	\$ 351,700	\$ -	\$ 351,700	100%
Debt service	\$ 280,000	\$ -	\$ 280,000	100%
TOTAL EXPENDITURES	\$ 280,000	\$ -	\$ 280,000	100%

From the Director

The Summer Reading Program (SRP) was in full swing in July. This annual program is for all ages, has multiple components: a Reading Log, a Science Exploration Log, and a Summer Activity Challenge (aka Bingo). The Summer Reading Program has been so popular that we have had to print additional Logs and Challenges to keep up with demand.

Children's and teen programs continued, ending on July 29. Youth Services staff performed Toddler/Baby Time online on Tuesday mornings, and the Storytime "Family Stories and Science" on Thursday mornings. One of the Storytimes featured "The Wheels on the Bus," in which our librarians rode a SMART bus and performed the song. Teens held weekly online gaming events with book talks, and decided to start a non-fiction Book Club in the fall. Youth Services staff also gave online presentations for a summer school class at Wood Middle School. Youth fall programs resume in September. Youth Services staff held meetings to discuss potential program changes and the possibility of resuming in-person programs.

Adult programs in July included a presentation by Dr. Bill Thierfelder about Jules Verne and H.G. Wells as part of the "Changing Your Perspective" series. Our regular monthly clubs met online. Article Club discussed "The Disillusionist" by Adam Higginbotham in *The New York Times Magazine*. Book Club discussed *Heart Berries: A Memoir* by Terese Marie Mailhot. The weekly English Class & Conversation Group considered developing a hybrid approach in the fall, with the group meeting at the same time in-person at the library and online for those members who cannot come to the library. Adult Services staff held meetings to discuss ways of implementing in-person programs in the fall.

As of July 1, the library resumed our regular open hours schedule: Monday-Thursday 10am-8pm, Friday-Saturday 10am-6pm, and Sunday 1pm-6pm. As part of resuming normal operations, the quiet reading area returned with tables and chairs for people to use. New volunteers continue to come on board and receive training—we are delighted to have them back in the building.

The Friends of the Library reopened the Twice Sold Tales bookstore in the library's lobby with a limited open hours schedule. They plan to establish a regular open hours schedule once they have trained enough volunteers.

The Strategic Planning process continues. During July, library managers met with eight focus groups of local citizens online, with the strategic planning consultant leading the meetings. The focus groups provided valuable insights that will help us shape our strategic plan.

-Pat Duke, Library Director



July 2021 Parks & Rec Report

Kris Ammerman joined the City of Wilsonville Parks and Rec team on July 26 as its new Parks and Recreation Director. Ammerman is an experienced parks and recreation professional who most recently worked for the City of Roseburg.

“Beyond his extensive experience, Kris is passionate about creating a vibrant community through parks and recreation. He is a humble leader with a commitment to excellence in public service,” Assistant City Manager Jeanna Troha said.

In Wilsonville, Ammerman’s responsibilities include developing and overseeing recreation programs, parks maintenance and development, senior services and implementing projects outlined in three parks master plans.

“The more people I met throughout the interview process, the more I felt this was a place I wanted to be and a group I wanted to work with,” Ammerman said. “Wilsonville is forward-thinking, it values its park system, and has an interest in developing new community recreational amenities.”

A Cottage Grove native, Ammerman is a graduate of Oregon State University, where he earned his bachelors degree in Horticulture. His hobbies include mountain biking, hiking, camping and other opportunities to enjoy the outdoors with his wife and three children.

Directors Report:

It is day one of my second week here with the City of Wilsonville and so far, so good. The entire organization has been extremely welcoming and I cannot say enough good things about my Parks & Recreation team. They are a passionate and talented group that is committed to delivering quality programs and a high level of service to the community. It has been my experience, after working with two other cities and a handful of private sector companies, that developing an organizational culture such as this does not happen by accident. Kudos to city leadership for actually walking the walk when it comes to fostering a culture of inclusiveness, collaboration, and service-minded dedication.

-Kris Ammerman



Recreation Updates:

Korean Armistice Day Commemoration:

- In partnership with The Korean War Memorial Foundation of Oregon, a successful Korean Armistice Day commemoration was held on Saturday, July 24t at the Oregon Korean War Memorial in Town Center Park. Supported by the Korean War Veterans Association – Oregon Trail Chapter approximately 170 guests were welcomed to the event which commemorated the signing of the Korean War Armistice on July 27, 1953. After the opening prayer by Rev. Daesung Kim, cadets from the Aurora Composite Squadron – Civil Air Patrol posted the colors. Guests speakers included Mayor Julie Fitzgerald, Junsik Kim, Consul for the Korean Consulate in Seattle, Kelly Fitzpatrick, Director of the Oregon Department of Veterans Affairs, Heon Soo Kim, President of the Korean Society of Oregon (KSO), and Todd Kwapisz, a Korean adoptee who currently works for the State of Oregon. Greg Caldwell, Honorary Consul, served as emcee. The program included songs by the Korean Elders Choir and a flyover by the West Coast Ravens Flight Team. A wreath ceremony honoring those lost in the Korean War was an important part of the ceremony. Ron Phillips, a veteran, played TAPS and the Honorable George Van Hoomissen, a Korean War veteran and former Associate Justice of the Oregon Supreme Court, gave the benediction. Following the ceremony, a light lunch of sandwiches was provided to guests.



Community Center Staff Updates:

- Information and Referral Specialist, Sadie Wallenberg resumed in person meetings with social service clients. July also marked the returned of the Center’s medical equipment loan program.
- Nutrition Coordinators Catherine Day and Janice Mash continued to produce home delivered meals, averaging around 88 meals per day to the community’s most vulnerable population. The Center is aiming for a fall to resume the in-person congregate dining program although an exact start date has not been finalized.
- Administrative Assistant, Brittany Hernandez was diligent in preparing the Center for reopening. This included entering all programs into the Department’s registration and facility management software, as well as updating informational flyers for the Center’s Social Services, Wellness Program and Nutrition Program.

Recreation Updates Cont.

- Fitness Specialist, Brad Moore continued to offer both small group and personal training sessions at the Grove Shelter in Murase Plaza. Small group training will remain outside through the end of summer, however most individual training sessions will move back to the Fitness Studio at the Community Center in August.
- Duck Days at Town Center Park during the month of July proved to be a big hit. Water feature goers were given a free rubber duck for the chance to win an additional prize if they picked the 'lucky duck'. The kids (and some adults) then went and played with their rubber ducks in the water feature.
- Tie Dye Tuesday was another hit in Town Center Park on Tuesday, July 20. An estimated 120 participants showed up to tie dye their own garment. Staff were at the event to help participants create unique designs, provide all materials, and keep the area safe and clean. We managed this event with two people, but will definitely be looking for additional volunteers to help with this event next year. Any takers?
- The department did its best to spread the word about dog leash rules in City Parks this month. Recreation Coordinator, Erica Behler tabled twice in July at the Dog Park and at Town Center Park to handout free City of Wilsonville Dog Leashes and educational material. The department has also partnered with local dog trainer, Raegan Adams to provide a dog park etiquette class for \$10 on August 21 at the Memorial Park Dog Park.
- The department hosted two movies in the park in July. "Scoob" on July 16th in Town Center Park, and "The Secret Garden" at Memorial Park River Shelter on July 30. The Town Center Park location was a brand new spot for movie viewing, and worked out great! It was awesome to see so many people gather together again. A big shout-out to Wilsonville Subaru for sponsoring this years movie series.



SEPTEMBER - DECEMBER 2021

WILSONVILLE ACTIVITY GUIDE

COMMUNITY PROGRAMS | SPECIAL EVENTS | FACILITY RENTALS

REGISTER BEFORE
SEPTEMBER 1 TO
GET A 10%
DISCOUNT ON ALL
CLASSES AND
PROGRAMS



Bread Workshops

WITH TRACY COHEN

SOURDOUGH BAKING BASICS

These workshops offer basic instruction and practice handling sourdough in a variety of recipes. In Sourdough 1, you will learn to bake a reliable loaf for every day (that will fit into your busy schedule)! You will leave with a sample of the breads we bake as well as a jar of sourdough starter and recipe pamphlet. Sourdough 2 & 3 will offer further ways to use wild yeast starter in waffles & pancakes, olive oil crackers, seeded loaves and rolls. Each class will review the maintenance of a starter. Bring a jar with a lid if you want to take some home. Save money while making the finest bread you have ever tasted! You may take each course individually, no pre-requisite class required. Note: Not gluten free.

Ages: 18+ (or parent brings responsible child)
Time: 10:30 am - 12:30 pm
Location: Community Center
Cost: \$48 per workshop
Only 4 spots per workshop!

Sourdough 1
Date: Sat. 10/2
Course #: 9976

Sourdough 2
Date: Sat. 10/16
Course #: 9991

Sourdough 3
Date: Sat. 10/30
Course #: 9992

The Fall Activity Guide is Complete— Registration Opens August 23

The Fall Activity Guide received a design overhaul in July, with updated imagery and a fresh modern look. The guide will be mailed to all Wilsonville addresses and should arrive in mailboxes the week of August 16. Online registration will begin on August 23, with a 10% discount applied if folks register for classes before September 1.

Board Highlights

Kitakata Sister City Advisory Board— The Kitakata Sister City Advisory board met twice in July to finalize a three year work plan. Goals were prioritized, along with a number of tasks within each goal. The board also hosted a free Tanabata (a traditional Japanese holiday) Event where community members were invited to come make their own wish, or Tanzaku card, to hang on a bamboo tree.

Wilsonville Community Seniors Inc.— The Board continues to finalize their short term (less than 3 years) and long term goals surrounding services and programs they would like to offer older adults in the Wilsonville community.



Parks Maintenance

I-5 Pedestrian Bridge Park Property

The one acre lot that will be the future landing park for the I-5 Pedestrian bridge was a focal point of work for the parks team this month. Five large truck boxes of woody debris as well as 125 gallons worth of garbage were removed by the team.



Before Clean Up



After Clean Up

Nature Play Underway

A new amenity installation in Memorial Park is currently underway. The Nature Play area located at the rear of Memorial will be a one of a kind project in Wilsonville. The parks team has worked diligently to source materials that will allow kids to build forts and interact with nature in a safe controlled environment. The project is being completed using in house resources and was partially funded by the Community Enhancement Program. The team is working towards a completion date in October and looks forward to sharing progress along the way.



Nature Play Area



Nature Play Materials



City of Wilsonville Police

July 2021



Early on July 7, employees of Tonkin Wilsonville Nissan contacted Wilsonville Police after they discovered a break in at their location. Someone had attempted to steal one of their vehicles, successfully stolen a second vehicle and electronics, and then abandoned a third vehicle—stolen out of Portland—on their lot.

Working with Portland Police, Tonkin of Wilsonville Nissan, and ultimately Coos Bay Police, the Wilsonville Police Department was able to track down the stolen vehicle while it was still in the thief's possession. Robert George Trejo III, 34, of Coos Bay, was taken into custody at N 19th St and Ocean Blvd in Coos Bay later that same day.

Trejo III has been charged with two counts of *Unauthorized Use of a Vehicle, Burglary,* and *Theft* in Clackamas County, where the case has been forwarded to the District Attorney's Office. Additional charges may be pending in Coos Bay and Portland.

Walter, a 30-year old Sulcata tortoise, escaped from his Wilsonville Critter Cabana home on July 9, leaving behind his brother, Wesley. Walter weighed 25-lbs at the time and requires special care. He was last seen down the street from Critter Cabana, where he was picked up by an unidentified female.

The Wilsonville Police Department is seeking information that will help reunite Walter with Wesley. Anyone with information regarding his whereabouts is encouraged to contact the Sheriff's tip line at 503-723-4949, case # 21-014439.



Walter



At 5:01 a.m. on July 13, Wilsonville Police received a Hit and Run call from the area of SW Stafford Hill Rd and SW Newland, which turned into a Burglary in Progress. Wade Erik Barry, 41, of Tacoma, Washington, was taken into custody nearby, a short time later.

An area-homeowner placed the call and followed the suspect by vehicle until the suspect crashed the truck he was driving. Throughout, the homeowner provided Clackamas 911 with updates on their location. After the crash, the homeowner gave chase by foot until Barry fell into a residential swimming pool, where he was contained until police arrived.

Barry was booked into the Clackamas County Sheriff's Office on several counts, including: *Theft, Unauthorized Use of a Vehicle, Harassment, Felon in Possession of Firearm, Failure to Perform Duties of Driver, Criminal Mischief, Burglary,* and *Criminal Trespass*. He was in possession of stolen property that included firearms, bicycles, garage remotes, credit cards, and key fobs. He made bail on July 14 and released after arraignment. His case now lies with the Clackamas County District Attorney's Office.

WILSONVILLE MONTHLY ACTIVITY REPORT July 2021

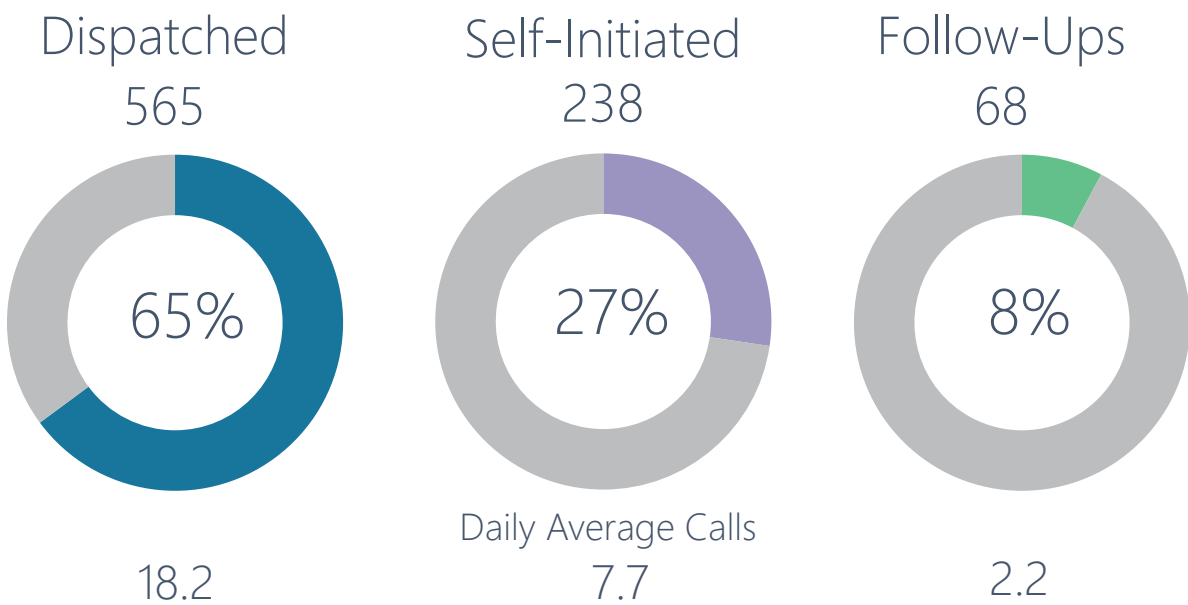
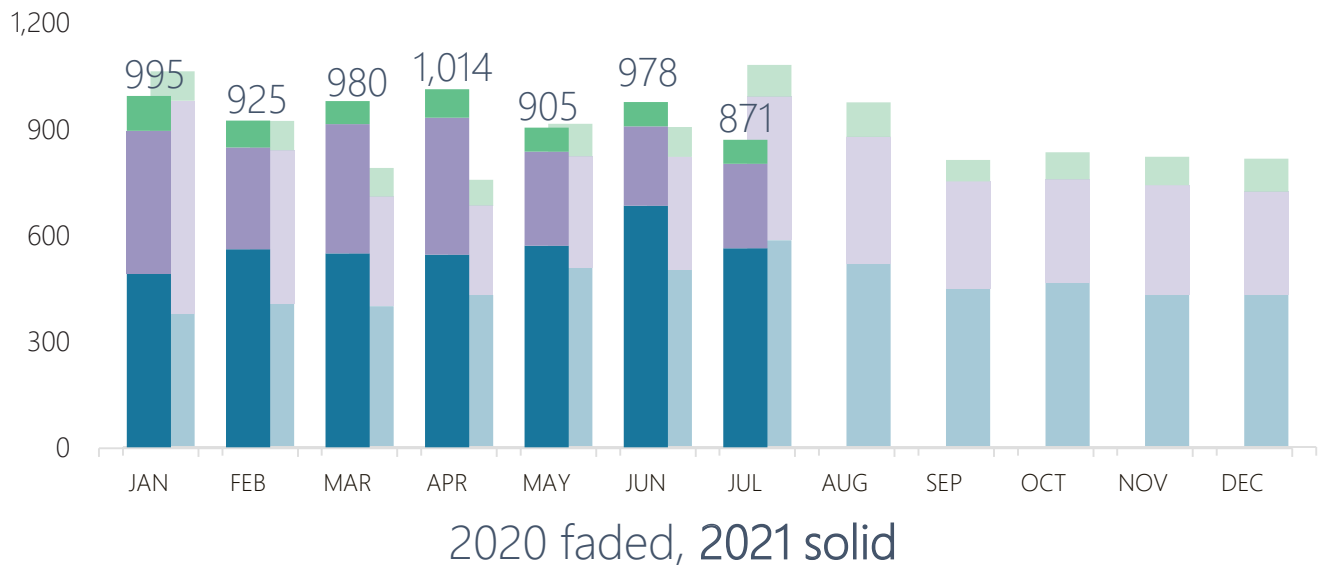


CITY OF WILSONVILLE POLICE DEPARTMENT
30000 SW Town Center Loop
Wilsonville, OR 97070

In Partnership with



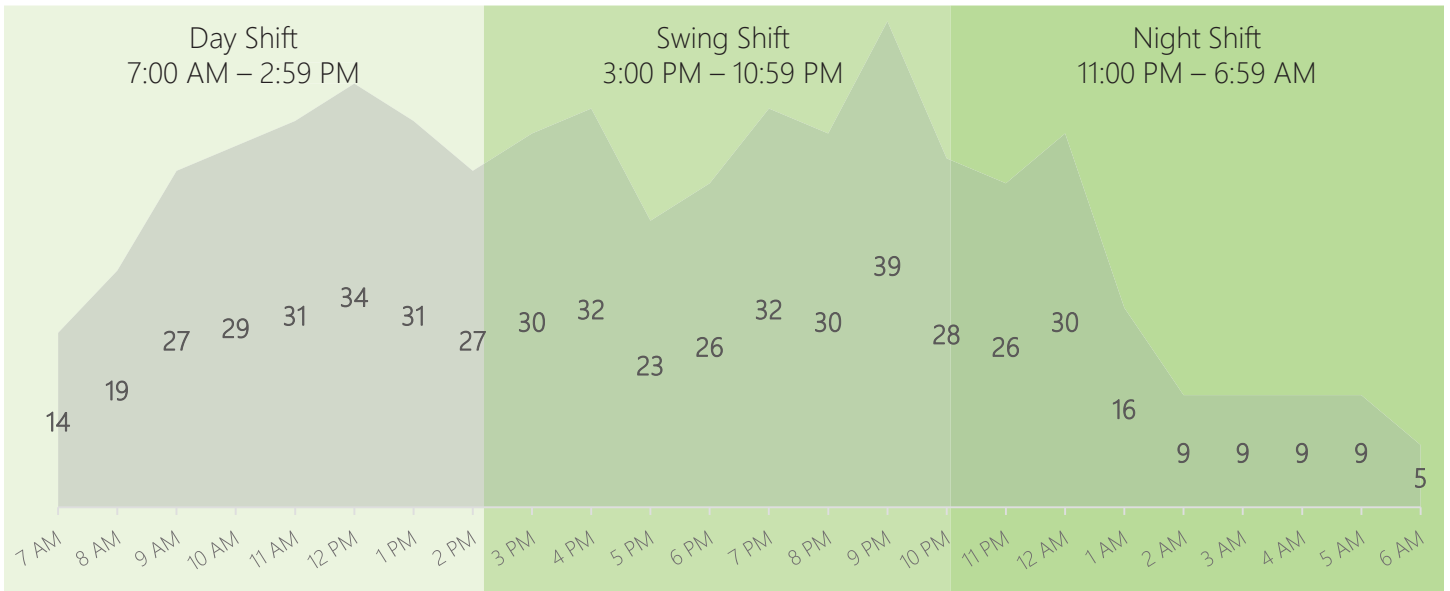
**Clackamas County
Sheriff's Office**



Median Hold & Response Times for Dispatched Calls

Duration Type	All Calls	Priority 1 & 2 Calls
Hold Duration (Input to Dispatch)	3:26	1:55
Response Duration (Dispatch to Arrival)	5:50	5:03

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



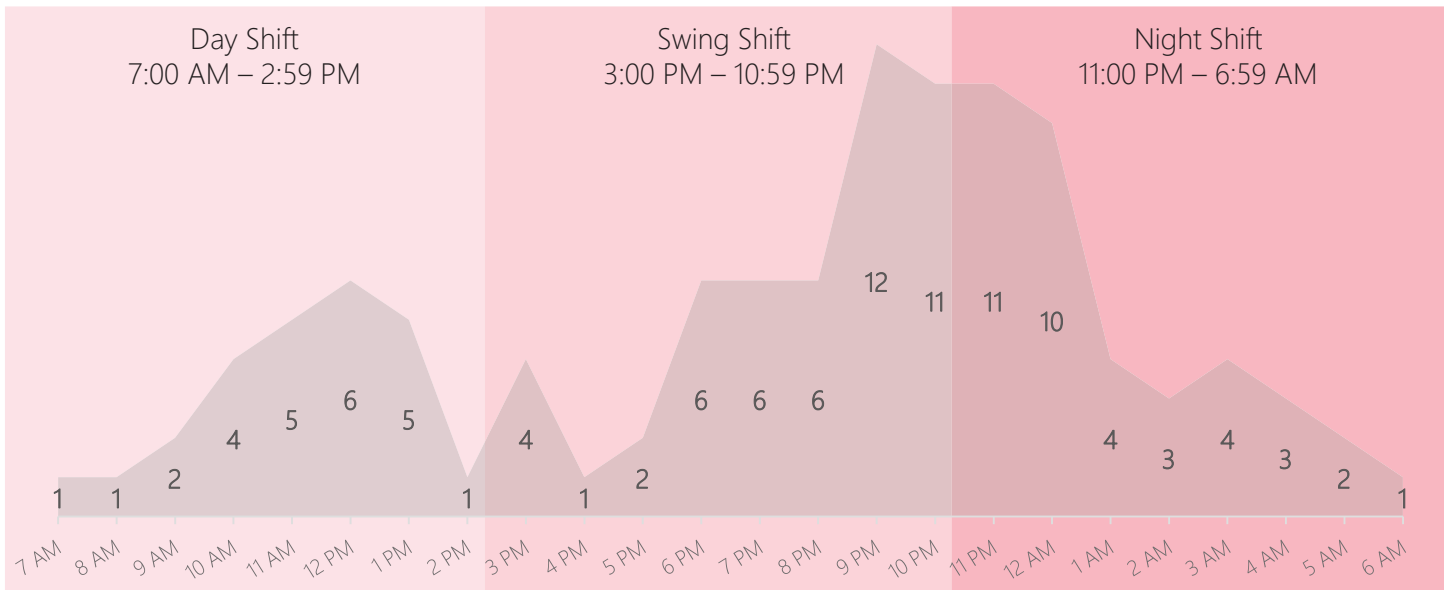
38%

42%

20%

All Calls

565 calls



23%

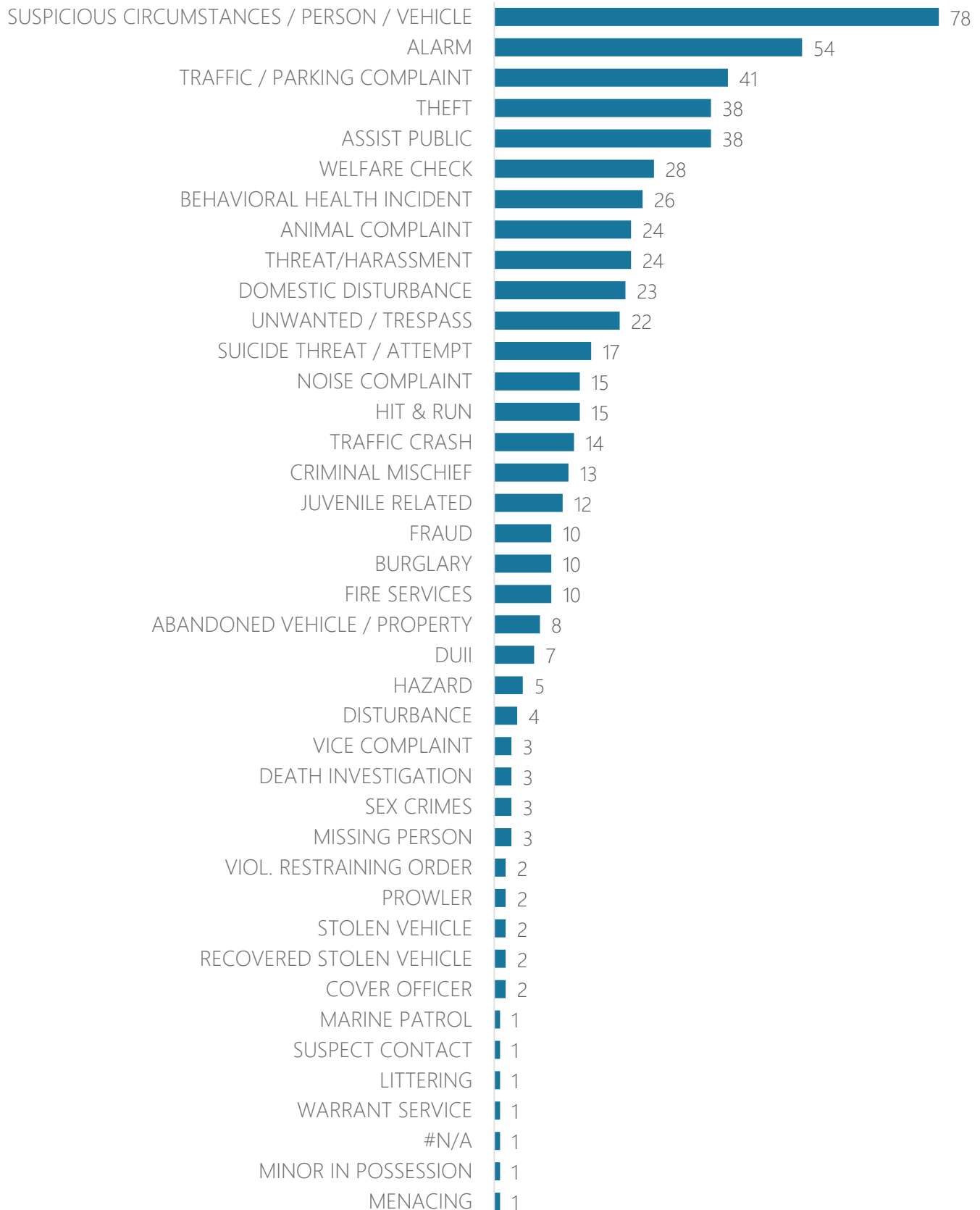
43%

34%

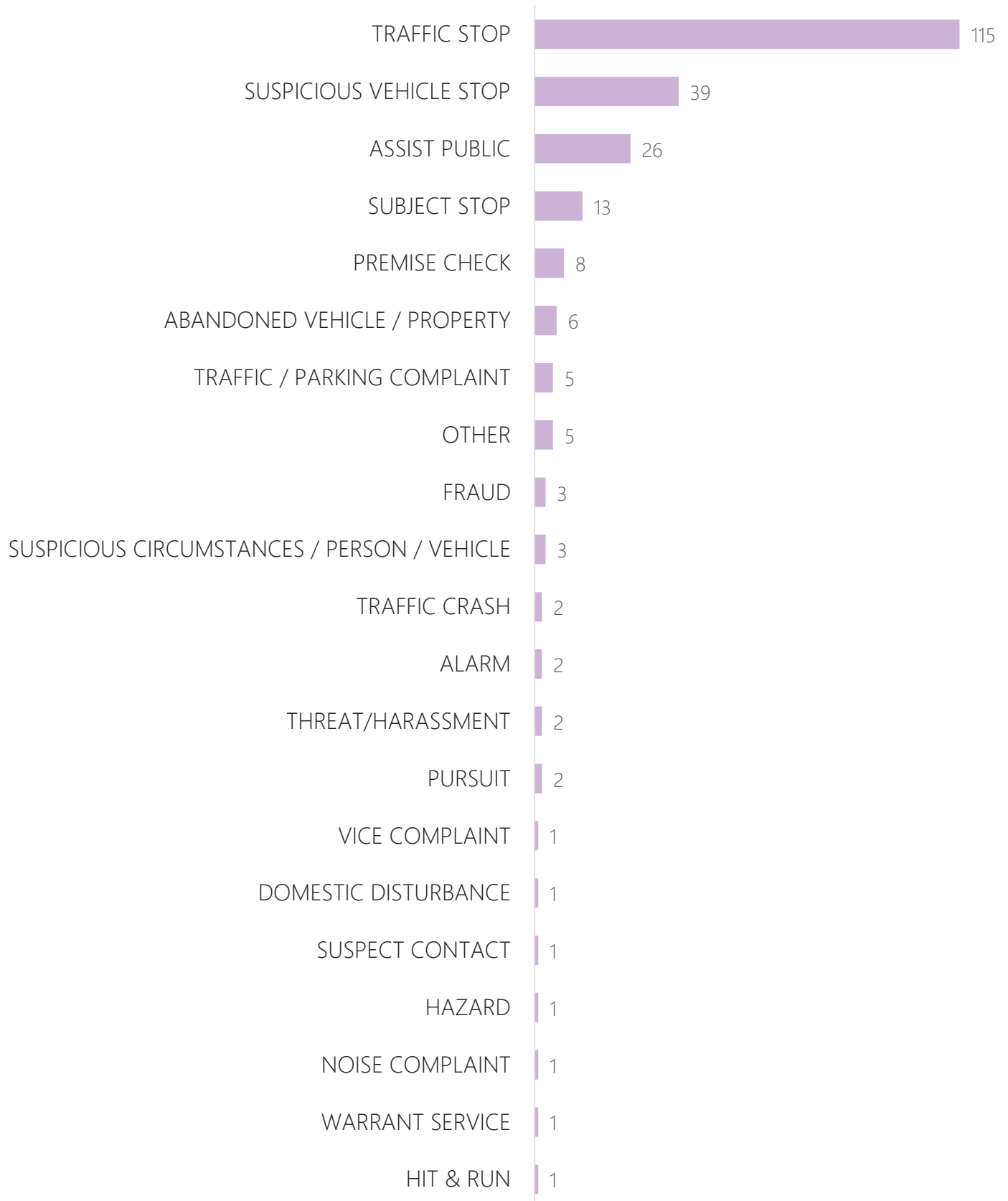
Priority 1 & 2 Calls

111 calls

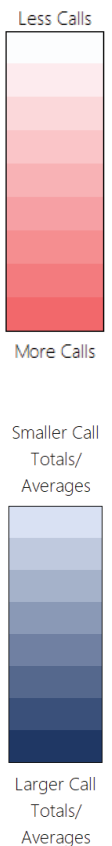
Dispatched Call Types



Self-Initiated Call Types

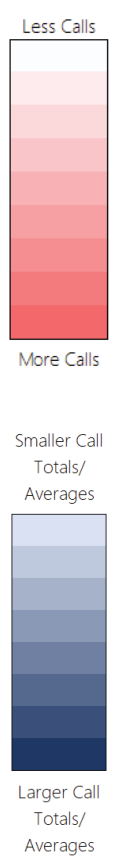


Dispatched Call Types	2020					2021							Rolling Monthly Average
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
ABANDONED VEHICLE / PROPERTY	20	16	10	10	6	7	7	10	18	16	12	8	11.7
ALARM (2nd)	49	48	55	60	38	48	69	49	49	63	83	54	55.4
ANIMAL COMPLAINT	26	11	18	10	18	13	17	21	17	9	35	24	18.3
ARSON	0	1	0	0	0	0	0	0	0	0	0	0	0.1
ASSAULT	7	1	4	2	2	4	7	3	2	3	13	0	4.0
ASSIST PUBLIC (4th)	35	39	44	30	28	31	34	24	31	41	44	38	34.9
BEHAVIORAL HEALTH INCIDENT	11	24	20	27	26	16	35	37	12	16	23	26	22.8
BURGLARY	10	3	10	3	8	3	1	3	0	7	6	10	5.3
COVER OFFICER	4	0	0	1	1	0	1	2	1	1	1	2	1.2
CRIMINAL MISCHIEF	22	18	12	14	16	7	7	6	12	8	19	13	12.8
DEATH INVESTIGATION	4	1	1	4	3	3	2	3	4	2	6	3	3.0
DISTURBANCE	11	8	8	6	7	7	7	4	10	4	9	4	7.1
DOMESTIC DISTURBANCE	27	17	32	22	25	35	32	33	32	39	29	23	28.8
DUII	7	2	5	12	6	4	6	3	6	7	5	7	5.8
EXTRA PATROL REQUEST	5	3	1	3	0	1	0	1	2	3	2	0	1.8
FIRE SERVICES	7	2	10	9	7	3	10	7	5	4	11	10	7.1
FRAUD	29	18	10	18	25	16	22	23	14	19	18	10	18.5
HAZARD	6	5	10	7	9	4	14	5	8	8	8	5	7.4
HIT & RUN	17	9	11	3	12	19	11	9	10	15	14	15	12.1
JUVENILE RELATED	14	12	16	13	18	10	10	10	14	25	21	12	14.6
LITTERING	0	2	0	0	0	1	0	0	0	1	1	1	0.5
MARINE PATROL	1	0	0	0	0	0	0	0	0	1	2	1	0.4
MARINE RESCUE	0	0	0	0	0	0	0	0	0	0	0	1	0.1
MENACING	1	2	3	0	0	0	1	3	1	2	1	1	1.3
MINOR IN POSSESSION	1	0	1	2	0	0	0	0	1	1	3	1	0.8
MISSING PERSON	4	3	2	3	6	7	1	5	4	4	1	3	3.6
NOISE COMPLAINT	15	13	12	7	3	15	9	6	13	12	10	15	10.8
OTHER	0	0	0	0	2	0	0	1	2	0	1	0	0.5
OVERDOSE	0	1	0	0	1	2	1	4	1	0	1	0	0.9
PREMISE CHECK	0	0	0	0	0	0	1	0	1	0	3	0	0.4
PROMISCUOUS SHOOTING	3	0	1	1	0	1	4	0	0	0	3	0	1.1
PROWLER	0	0	2	0	0	0	0	0	0	1	1	2	0.5
RECOVERED STOLEN VEHICLE	1	1	1	2	1	3	1	0	0	0	3	2	1.3
ROBBERY	0	1	2	0	0	1	0	0	0	0	1	0	0.4
SEX CRIMES	3	1	4	2	4	0	1	1	2	1	2	3	2.0
SHOOTING	1	0	0	0	1	0	0	0	1	0	0	0	0.3
STOLEN VEHICLE	10	11	6	7	7	8	7	7	1	6	11	2	6.9
SUICIDE THREAT / ATTEMPT	14	13	9	13	9	13	6	8	13	18	12	17	12.1
SUSPECT CONTACT	0	1	1	2	0	0	0	0	0	0	1	1	0.5
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE (1st)	82	106	85	70	77	68	74	78	88	91	89	78	82.2
THEFT (3rd)	48	57	49	39	47	46	46	37	46	23	39	38	42.9
THREAT/HARASSMENT	21	20	18	23	20	16	21	20	17	26	18	24	20.3
TRAFFIC / PARKING COMPLAINT	22	15	21	27	18	19	16	30	35	19	31	41	24.5
TRAFFIC CRASH	14	8	12	15	17	9	10	14	15	22	10	14	13.3
UNWANTED / TRESPASS	24	19	13	25	27	23	26	30	17	20	20	22	22.2
VICE COMPLAINT	0	5	5	3	4	0	3	5	7	4	3	3	3.5
VIOL. RESTRAINING ORDER	7	6	8	4	5	1	0	3	3	1	3	2	3.6
WARRANT SERVICE	0	2	0	1	0	1	0	0	1	1	3	1	0.8
WELFARE CHECK (5th)	50	20	37	27	22	28	42	45	31	28	53	28	34.3
Grand Total	633	545	569	527	526	493	562	550	547	572	685	565	564.5



*Top 5 dispatched call types in last 12 months in red

Self-Initiated Call Types	2020					2021							Rolling Monthly Average
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
ABANDONED VEHICLE / PROPERTY	5	7	5	9	6	2	5	4	4	5	10	6	5.7
ALARM	0	0	1	0	0	2	0	1	1	1	1	2	0.8
ANIMAL COMPLAINT	3	4	2	2	2	1	3	1	0	1	1	0	1.7
ASSAULT	0	0	0	0	0	1	0	0	0	0	0	0	0.1
ASSIST PUBLIC (4th)	33	28	21	24	22	21	16	20	27	26	28	26	24.3
BEHAVIORAL HEALTH INCIDENT	0	0	1	1	0	0	2	0	1	0	0	0	0.4
BURGLARY	0	0	0	0	0	1	0	0	0	0	0	0	0.1
CRIMINAL MISCHIEF	1	4	0	1	0	0	0	0	1	1	0	0	0.7
DEATH INVESTIGATION	0	0	1	0	0	0	0	0	0	0	0	0	0.1
DISTURBANCE	0	0	1	0	1	0	0	0	0	0	0	0	0.2
DOMESTIC DISTURBANCE	0	0	0	0	1	1	1	0	0	0	1	1	0.4
DUII	1	0	0	0	0	0	0	0	0	0	1	0	0.2
EXTRA PATROL REQUEST	3	0	0	7	0	1	1	1	0	3	2	0	1.5
FIRE SERVICES	0	0	0	1	0	1	0	0	0	0	0	0	0.2
FRAUD	3	3	1	0	0	2	2	2	0	3	0	3	1.6
HAZARD	3	4	1	5	2	4	19	4	2	1	1	1	3.9
HIT & RUN	0	1	0	0	0	0	0	0	0	2	0	1	0.3
JUVENILE RELATED	1	4	0	0	0	1	0	1	0	0	0	0	0.6
K9 REQUEST	1	0	0	0	0	2	1	0	0	0	0	0	0.3
MISSING PERSON	0	1	1	0	0	0	0	0	0	0	0	0	0.2
NOISE COMPLAINT	0	0	0	0	0	0	1	0	0	0	0	1	0.2
OTHER	2	8	2	6	2	4	2	12	13	7	2	5	5.4
PREMISE CHECK (3rd)	38	34	26	33	51	47	12	13	13	12	8	8	24.6
PURSUIT	1	0	0	0	0	1	0	1	2	2	2	2	0.9
RECOVERED STOLEN VEHICLE	0	1	0	1	3	1	0	1	3	1	0	0	0.9
SEX CRIMES	1	0	0	0	1	0	0	0	0	0	0	0	0.2
STOLEN VEHICLE	0	1	0	0	1	0	0	0	0	1	0	0	0.3
SUBJECT STOP (5th)	29	22	22	7	14	20	12	13	10	13	15	13	15.8
SUICIDE THREAT / ATTEMPT	0	0	0	1	0	0	0	0	0	0	0	0	0.1
SUSPECT CONTACT	4	1	0	3	0	3	1	1	2	3	2	1	1.8
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	13	8	6	6	4	7	5	1	4	4	7	3	5.7
SUSPICIOUS VEHICLE STOP (2nd)	78	75	94	96	83	84	51	75	39	41	48	39	66.9
THEFT	1	2	1	0	1	1	1	0	0	1	1	0	0.8
THREAT/HARASSMENT	0	0	1	0	1	0	0	0	0	0	0	2	0.3
TRAFFIC / PARKING COMPLAINT	15	16	10	11	6	10	7	18	16	15	8	5	11.4
TRAFFIC CRASH	0	1	1	2	2	0	0	2	1	1	1	2	1.1
TRAFFIC STOP (1st)	199	146	154	155	152	184	143	191	244	120	84	115	157.3
UNWANTED / TRESPASS	0	0	0	1	0	0	0	1	0	1	0	0	0.3
VICE COMPLAINT	1	0	0	0	0	0	0	0	0	0	0	1	0.2
VIOL. RESTRAINING ORDER	0	0	1	0	0	0	0	0	0	0	0	0	0.1
WARRANT SERVICE	1	0	1	1	0	0	0	2	1	0	1	1	0.7
WELFARE CHECK	0	0	1	3	0	1	2	0	2	1	0	0	0.8
Grand Total	437	371	355	376	355	403	287	365	386	266	224	238	338.6
	4,063												



*Top 5 dispatched call types in last 12 months in red

Dispatched Call Types

Dispatched Call Type	July		% Difference
	2020	2021	
BURGLARY	3	10	233%
MISSING PERSON	1	3	200%
FIRE SERVICES	5	10	100%
PROWLER	1	2	100%
DUII	4	7	75%
TRAFFIC / PARKING COMPLAINT	26	41	58%
SUICIDE THREAT / ATTEMPT	11	17	55%
DEATH INVESTIGATION	2	3	50%
THREAT/HARASSMENT	23	24	4%
BEHAVIORAL HEALTH INCIDENT	25	26	4%
ALARM	53	54	2%
CRIMINAL MISCHIEF	13	13	No change
DOMESTIC DISTURBANCE	23	23	No change
HAZARD	5	5	No change
HIT & RUN	15	15	No change
MINOR IN POSSESSION	1	1	No change
RECOVERED STOLEN VEHICLE	2	2	No change
SUSPECT CONTACT	1	1	No change
WARRANT SERVICE	1	1	No change
NOISE COMPLAINT	16	15	-6%
TRAFFIC CRASH	15	14	-7%
ANIMAL COMPLAINT	26	24	-8%
UNWANTED / TRESPASS	27	22	-19%
SEX CRIMES	4	3	-25%
VICE COMPLAINT	4	3	-25%
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	107	78	-27%
ASSIST PUBLIC	62	38	-39%
THEFT	64	38	-41%
ABANDONED VEHICLE / PROPERTY	14	8	-43%
JUVENILE RELATED	22	12	-45%
COVER OFFICER	4	2	-50%
WELFARE CHECK	58	28	-52%
LITTERING	3	1	-67%
VIOL. RESTRAINING ORDER	6	2	-67%
FRAUD	31	10	-68%
DISTURBANCE	13	4	-69%
STOLEN VEHICLE	11	2	-82%
ASSAULT	4	0	-100%
OTHER	4	0	-100%
OVERDOSE	1	0	-100%
ROBBERY	1	0	-100%
TRAFFIC STOP	1	0	-100%
MARINE PATROL	0	1	NC
MARINE RESCUE	0	1	NC
MENACING	0	1	NC
Grand Total	713	565	-21%

Increase

Decrease

NC = Not Calculable. A percentage difference is not calculable when the older value equals 0, as the newer value cannot divide into 0.

Self-Initiated Call Types

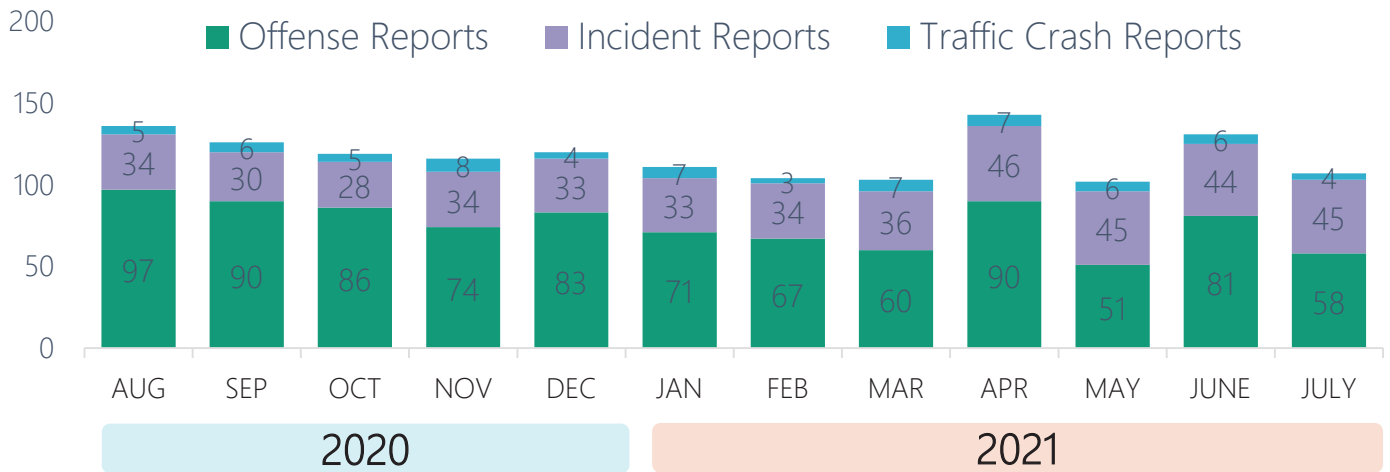
Self-Initiated Call Type	July		% Difference
	2020	2021	
OTHER	1	5	400%
ASSIST PUBLIC	16	26	63%
ABANDONED VEHICLE / PROPERTY	4	6	50%
FRAUD	2	3	50%
NOISE COMPLAINT	1	1	No change
TRAFFIC CRASH	2	2	No change
WARRANT SERVICE	1	1	No change
TRAFFIC STOP	187	115	-39%
TRAFFIC / PARKING COMPLAINT	10	5	-50%
SUBJECT STOP	28	13	-54%
SUSPICIOUS VEHICLE STOP	103	39	-62%
HAZARD	3	1	-67%
SUSPECT CONTACT	4	1	-75%
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	19	3	-84%
PREMISE CHECK	98	8	-92%
ANIMAL COMPLAINT	4	0	-100%
CRIMINAL MISCHIEF	1	0	-100%
EXTRA PATROL REQUEST	3	0	-100%
K9 REQUEST	1	0	-100%
RECOVERED STOLEN VEHICLE	1	0	-100%
THEFT	2	0	-100%
WELFARE CHECK	1	0	-100%
ALARM	0	2	NC
DOMESTIC DISTURBANCE	0	1	NC
HIT & RUN	0	1	NC
PURSUIT	0	2	NC
THREAT/HARASSMENT	0	2	NC
VICE COMPLAINT	0	1	NC
Grand Total	492	238	-52%

Increase

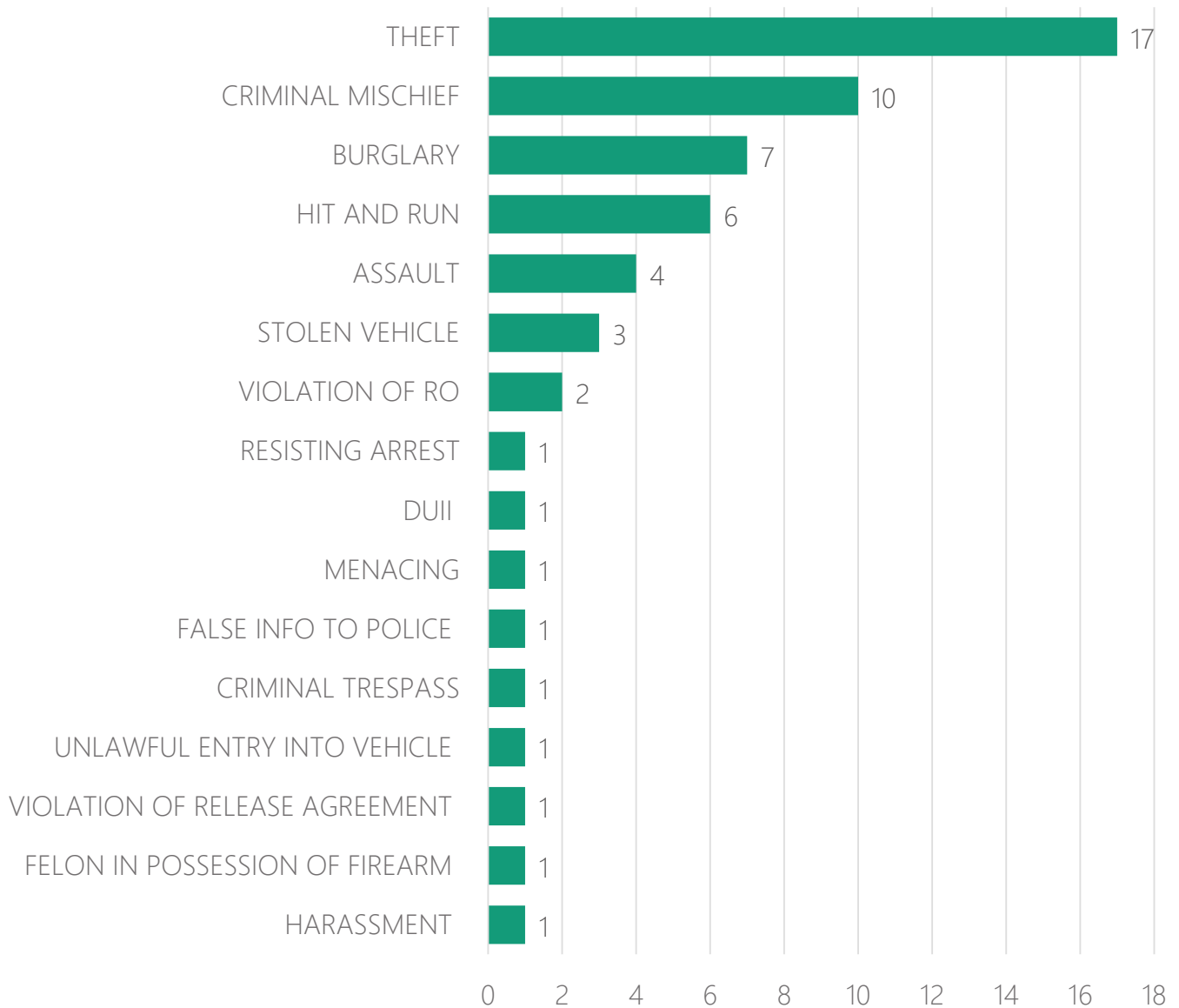
Decrease

NC = Not Calculable. A percentage difference is not calculable when the older value equals 0, as the newer value cannot divide into 0.

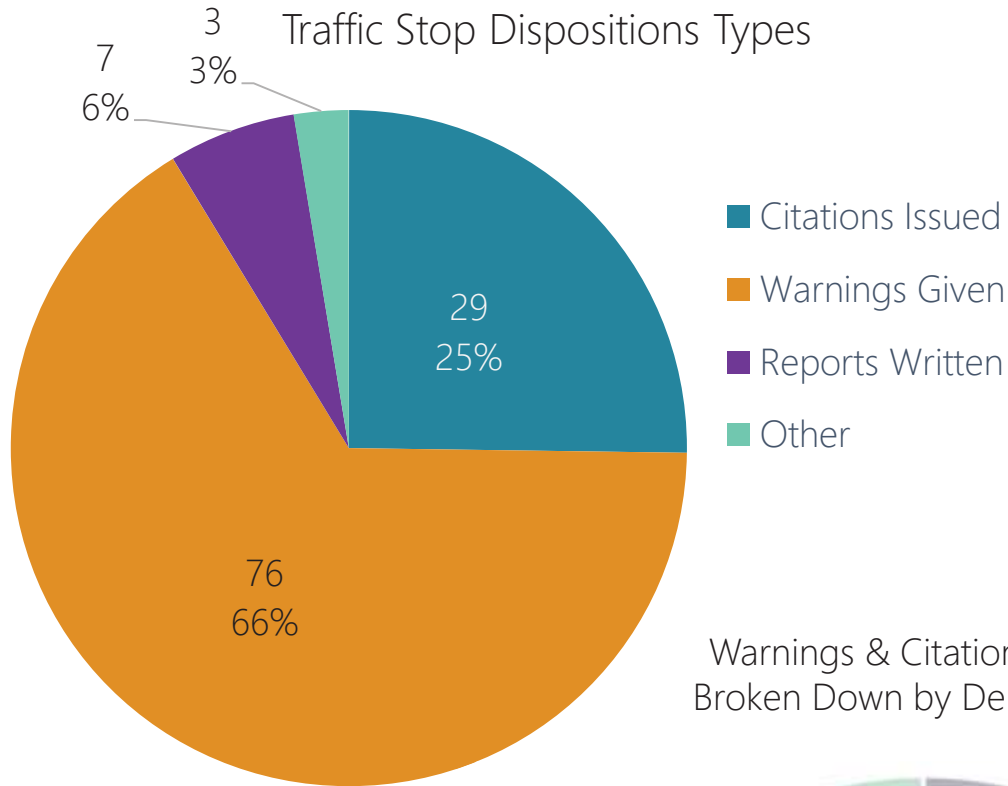
Monthly Reports Written



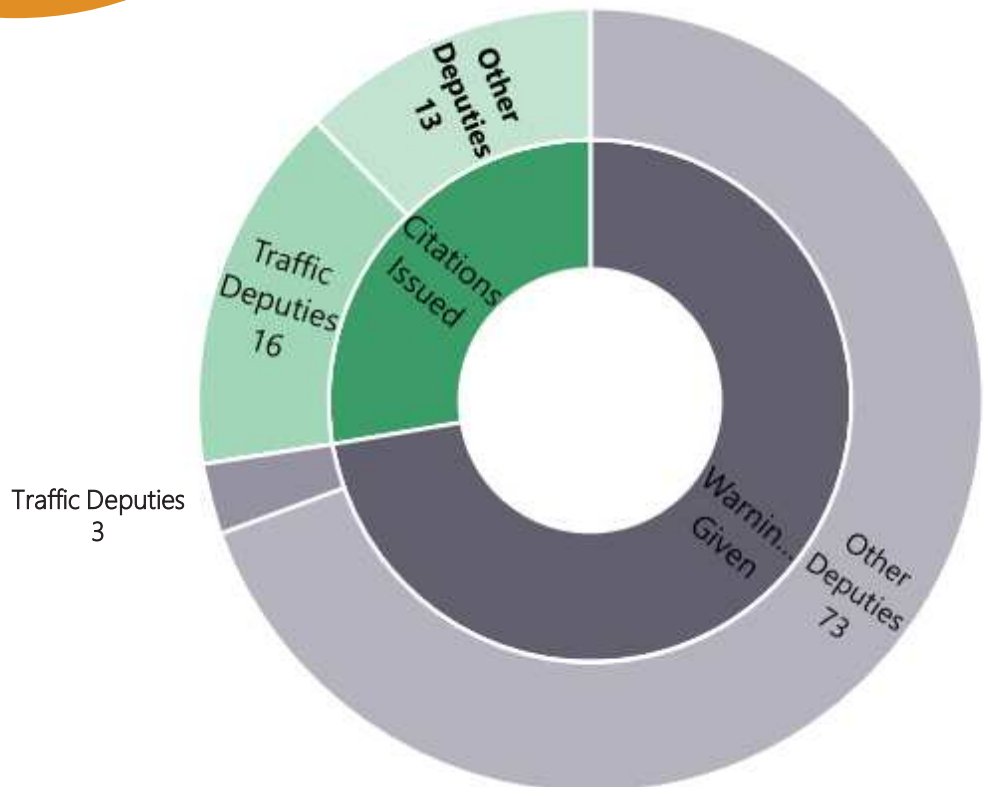
Offense Reports Written Breakdown by Top Charge



In July 2021, **115** traffic stops were made within the city limits, resulting in **29** citations issued, **76** warnings given, and **7** offense/incident reports created. Of the **29** citations issued, **44** violations were included (see next slide).

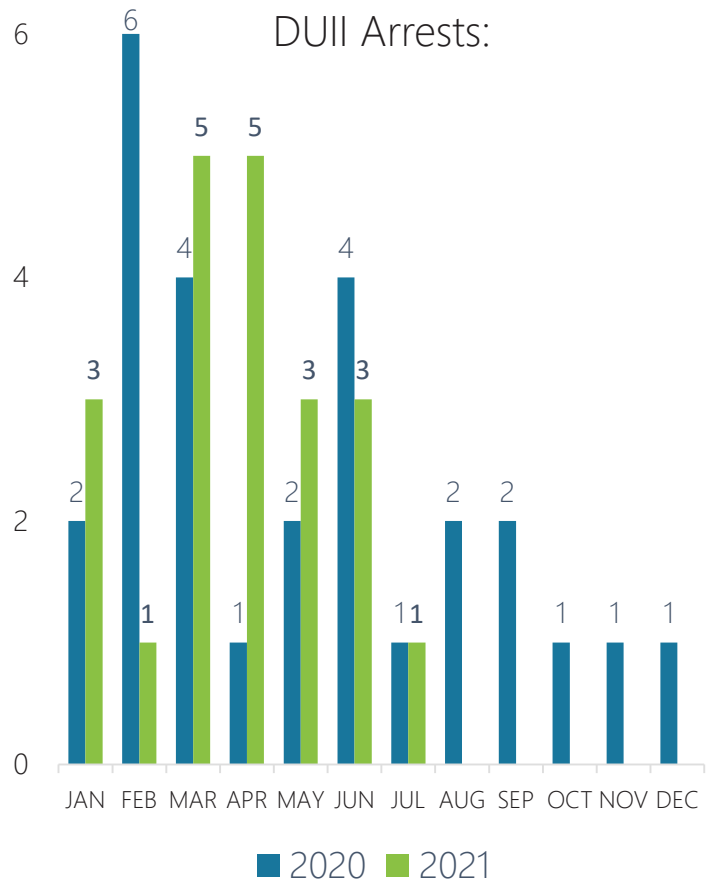
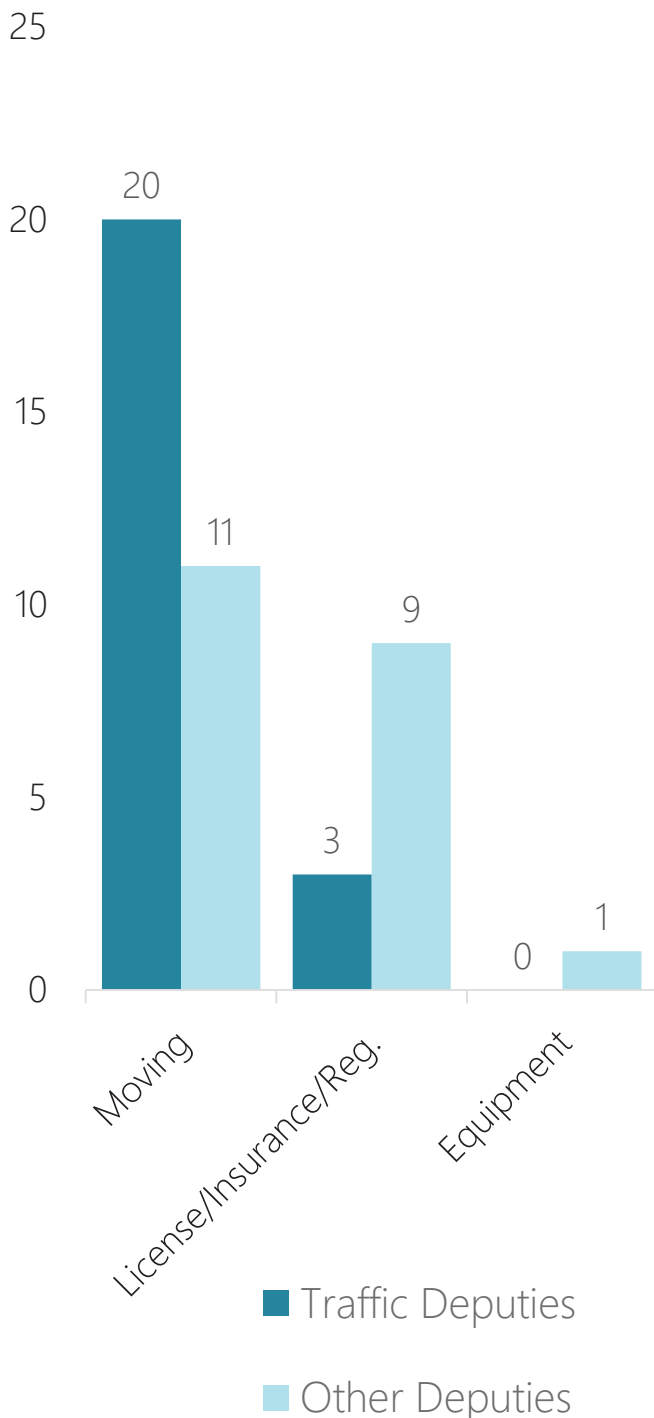


Warnings & Citations Issued Broken Down by Deputy Type

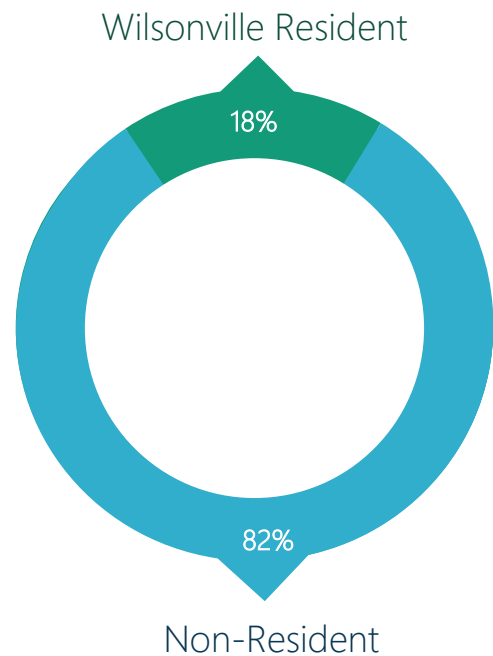


Citation Types Issued:

Of the 29 citations issued, 44 violations were included in the following types:

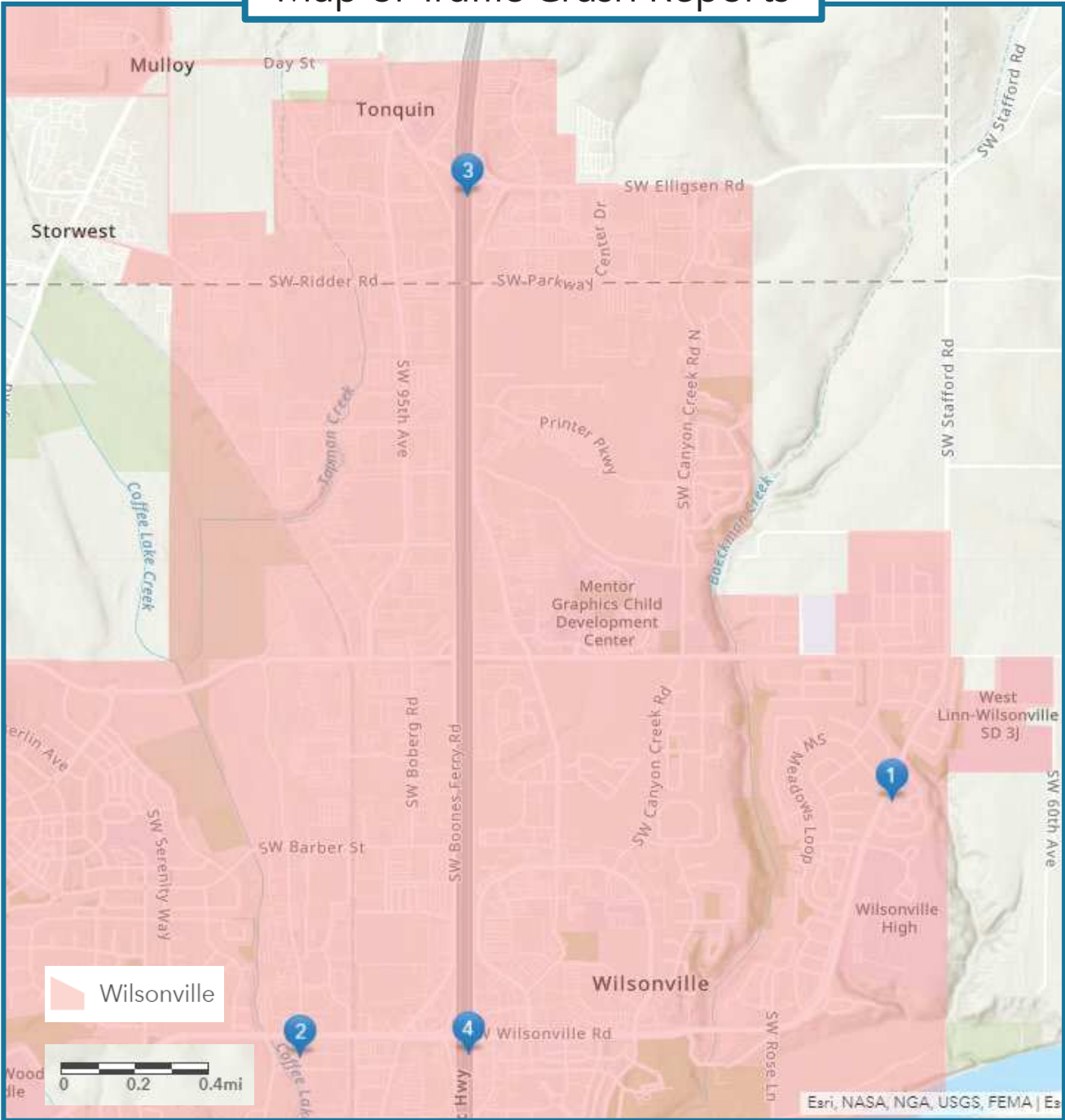


Driver's Residency of Traffic Stop Subject (according to DL):



Map #	Case	Date	Address
1	21-013841	Jul 1	SW WILSONVILLE ROAD / SW MEADOWS LOOP
2	21-015441	Jul 22	SW KINSMAN RD / SW WILSONVILLE RD
3	21-015581	Jul 23	SB I-5 / SW ELLIGSEN RD
4	21-015900	Jul 27	SW WILSONVILLE RD / I5 FWY NB

Map of Traffic Crash Reports



From The Director's Office:

One of the ways we are able to ensure 'Wilsonville is clean, green and safe community for all' is the City's *Adopt-a-Road program* which gives businesses, service groups and individuals a chance to care for a designated section of road.

Adopt-a-Road (AAR) participants are tasked with removing debris along their assigned portion of the street network on a quarterly basis. These efforts help to keep our community clean, preserve our waterways, protect local wildlife, and remove potential hazards to public safety.

Clean-up events are scheduled by each group at their convenience and the City provides the required safety equipment such as grabbers, safety vests, roadside warning signs and trash bags.

Once a group has completed at least three clean-up events a sign is installed in their adopted area with the member's name.

To become a AAR volunteer individuals must read the Terms and Safety Rules, watch an ODOT Safety Training Video, fill out the Online Volunteer Application Request Form and sign and submit a Volunteer Agreement.

Scheduling a clean-up event can be done by phone or email. Once the event is finished, participants complete a Road Clean up detail form to let Public Works staff know if there are bags of debris to be pick-up along the road and to give us information to track the number of volunteer hours and amount of trash that has been removed.

In the first half of 2021 there have been 38 clean-up events, involving over 200 volunteer hours and collection of 74 bags of litter.

There are 43 sections of road identified in the AAR program. Currently, 21 sections have been claimed by participants and we are seeking volunteers for the remaining 22 sections. Anyone interested in helping to keep our community clean and safe can find more information on the City website.

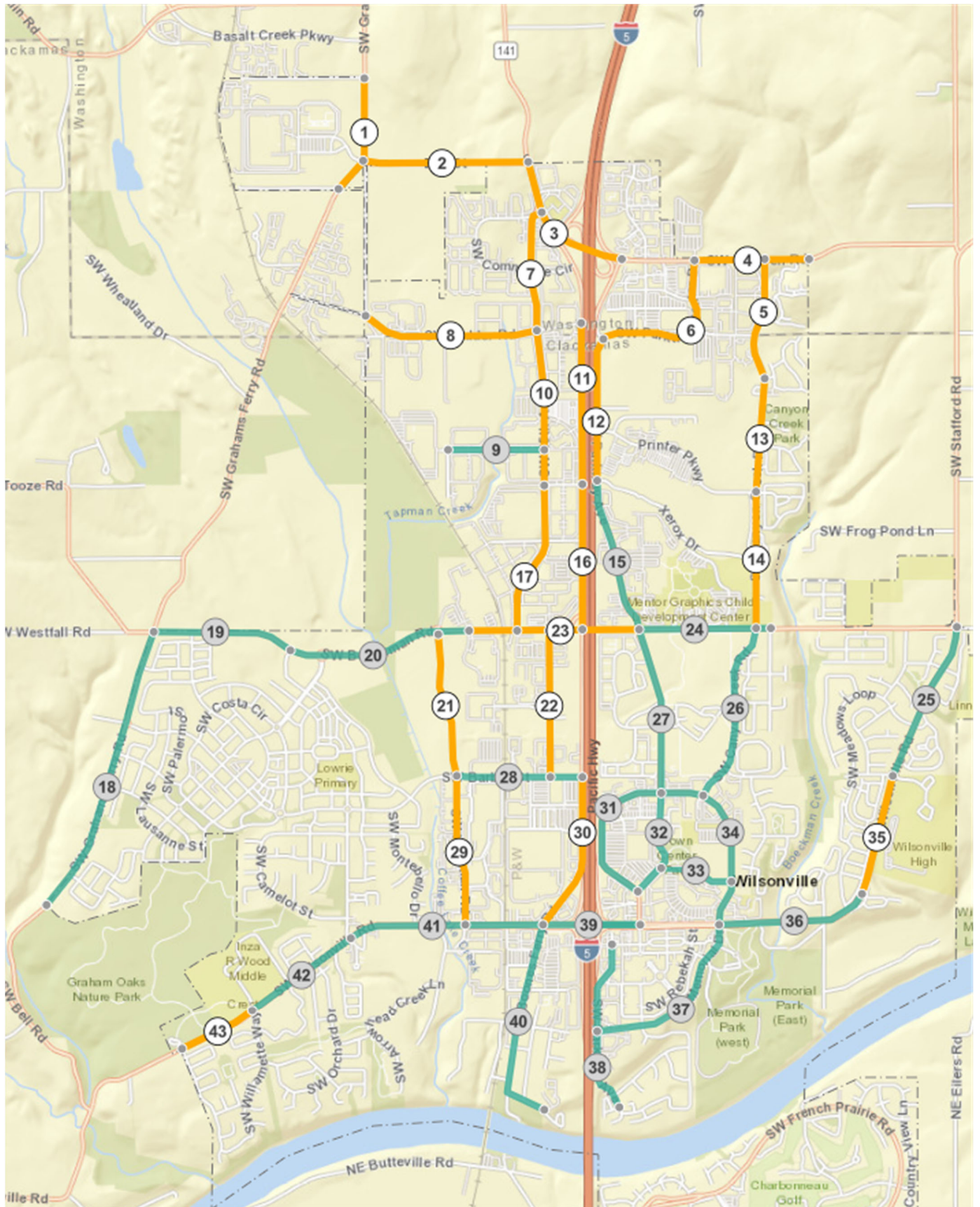
<https://www.ci.wilsonville.or.us/publicworks/page/adopt-road>



Best Regards,
Delora Kerber, Public Works Director

Adopt-a-Road Program

Sections available for adoption are shown in **orange**



Adopt-a-Road Program—Volunteers



Utilities—Water

Yo, Ho, Fix the Blow Off Valve

This past month the Water crew focused on completing work order requests from Utility Billing, meeting with contractors, and repairing a blow off valve. With the unusually warm temperatures, residents are increasingly using their irrigation systems, which leads to more calls about possible leaks. Additionally, staff have received a higher number of requests to investigate high consumption where water technicians check the meter for issues that might contribute to a spike in usage.

The crew tackled blow off valve repair near Willamette Way West. A blow off valve is located at the dead end of a water main and allows the water main to be flushed out similar to clearing out a fire hydrant. The “wheel valve” style, which corrodes over time and becomes prone to failure, was replaced with a longer lasting standard gate valve.



Accessing the blow off valve



The ‘wheel valve’ style

Utilities—Wastewater

Summertime and the Locating is Easy

Summer is construction season which creates an increase in requests from contractors working in the City to locate our utility lines. When a locate request is generated, the Utilities crew is responsible for marking out the publicly owned underground infrastructure including water, sewer, storm, and City-owned fiber optic lines.



Showing the layout of the pipes



Paul Walker marking sewer lines

Rescue Me - Training

The Utilities Division participated in a Confined Space training this month. Crews regularly need to enter vaults and manholes to check gauges or perform repairs. Training covers how to identify and address hazards as well as operate rescue equipment. All trainees performed an entry and practiced a rescue retrieval.



Public Works and Parks Staff in training

Stormwater

Place, Prep, Pour, Smooth

The Stormwater team recently replaced a collapse storm water inlet cover on Parkway Avenue. The crew ordered the prefabricated lid from a local vendor and deployed for a day to tackle the project. They demolished the old structure and reinstalled the new lid. This was an excellent opportunity for our senior staff to train less experience staff on the process and procedures for this type of construction work.



Placing the lid



Prepping for pouring



Pouring concrete



Smoothing

Roads & Stormwater

Clean up on Aisle—Transit Lot

Roads, Stormwater, Facilities, Fleet and the County Corrections Crew joined forces to finalize clean up at the Wilsonville Transit Center parking lot. In one day, staff spread 15 yards of mulch in to the parking lot islands to help with weed control. The remaining 20 yards of mulch was trucked away to landscaping company to be used as commercial compost.



Freshly mulched islands



Car stops back in place

Since the February ice storm, the parking lot has been a worksite for all the tree debris. Staff reinstalled the 90 car stops that had been temporarily removed to accommodate the massive piles. After all the work of pushing and chipping tree debris with heavy machinery, the parking lot surface is showing wear. There are plans to reseal the pavement and restore the parking lot this summer.

Roads & Stormwater—cont.

Mr. Roboto Mower

Roads and Stormwater staff are required to work in challenging conditions, including dense brush and uneven terrain, in order to keep our system working properly. We have recently acquired a remote controlled mower to reduce the amount of time spent gaining access to off-road assets, such as storm outlets and sewer manholes. Regular inspection and maintenance is vital to preventing backups in the drainage system. The remote mower is going to make the job a little easier and more fun.



Working 'remotely'



SMART

SOUTH METRO AREA REGIONAL TRANSIT

July 2021 Report

None of us is perfect. My flaws are too many to enumerate. Perhaps I could fill a weighty tome with all of my iterative solecisms. Like so many of us, I have a bad habit of trusting someone before I really get to know him or her. I have discovered that blind trust can lead to ineluctable disillusionment. I guess Abraham Lincoln was on to something in 1858 when delivering a speech in Clinton, Illinois; he uttered words that would indeed stand the test of time, and are as true today as they were back then. President Lincoln spoke these words into existence - "Judge Douglas cannot fool the people: you may fool people for a time; you can fool a part of the people all the time; but you can't fool all the people all the time." Search as I might, I can find no other phrase dripping with more or even equal profundity.

Dwight Brashear
Transit Director



Fleet Services– **Scott Simonton** Fleet Services Manager



For the past three weeks, a crew from GMV/Synchromatics have been on site installing equipment and validating their systems. The package they are installing includes Wi-Fi, automatic passenger counters, vehicle locating via GPS, and automated stop announcements. Most buses are now completed, and they

will begin testing the systems to ensure accuracy and proper operation.



Operations - **Eric Loomis** Operations Manager

Upcoming Dial-a-Ride Changes

SMART Dial-a-Ride customers will start seeing changes in September. During the month of July, Dispatchers and staff have been training on new software that is part of the Intelligent Transportation System project upgrade. The changes are to provide greater efficiencies for SMART and more flexibility and opportunity for customers.

The most notable difference for customers will be moving from an exact pick-up time to a 20-minute window. Although this change might be met with some apprehension from customers, it provides many benefits and our staff are ready to help citizens understand the new process. A 20-minute window allows dispatch the flexibility to schedule more customers on fewer vehicles. This gives SMART a larger capacity to carry more people. This will also bring the operating cost per customer down.

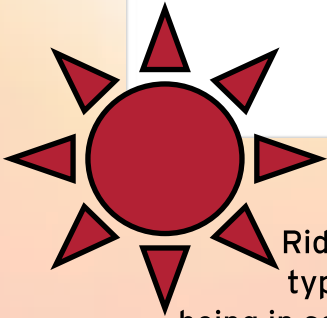
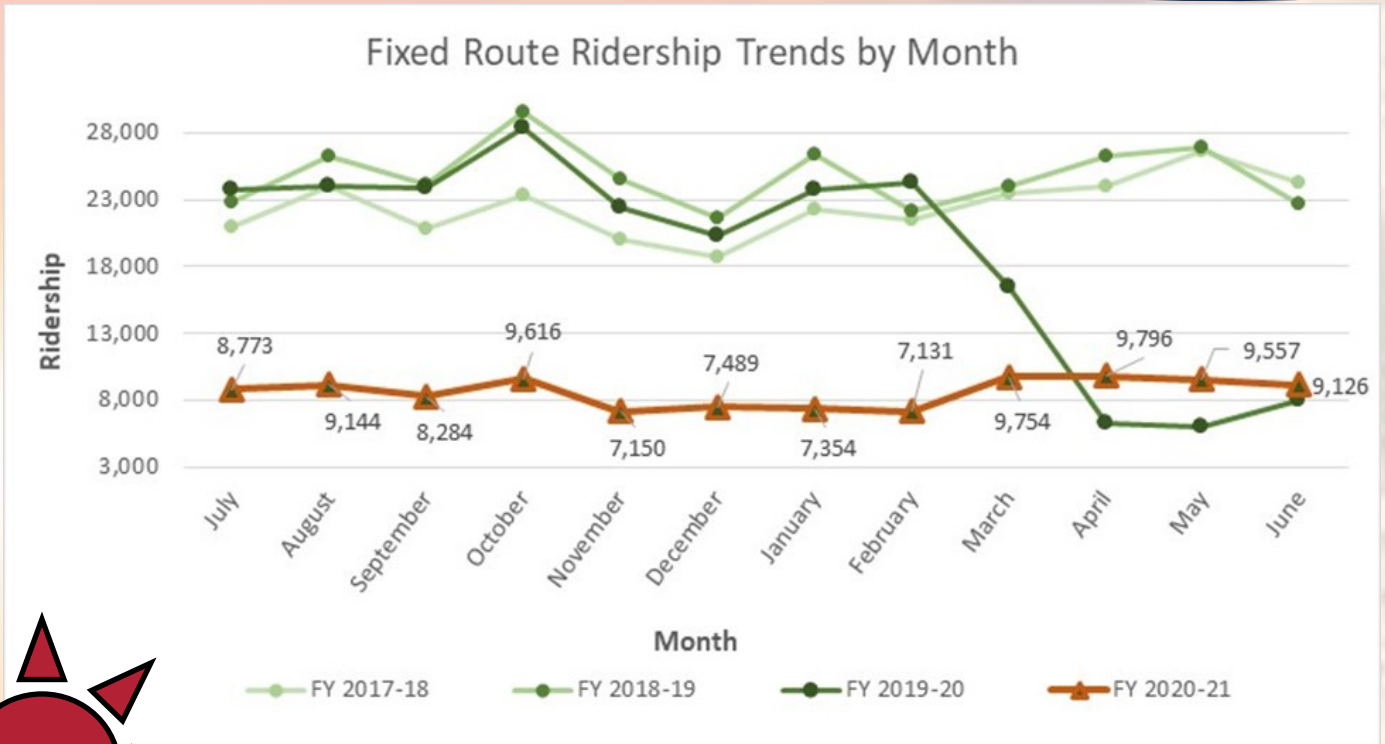
Moving to a 20-minute window will allow SMART to expand Saturday Dial-a-Ride (DAR) to serve the whole community. The service area will be expanded from 3/4 mile from a fixed route to serve everyone within Wilsonville's city limits.

Saturday DAR will be able to serve more programs, including 60+ and the general public. Current Saturday service only allows for customers in the ADA program.

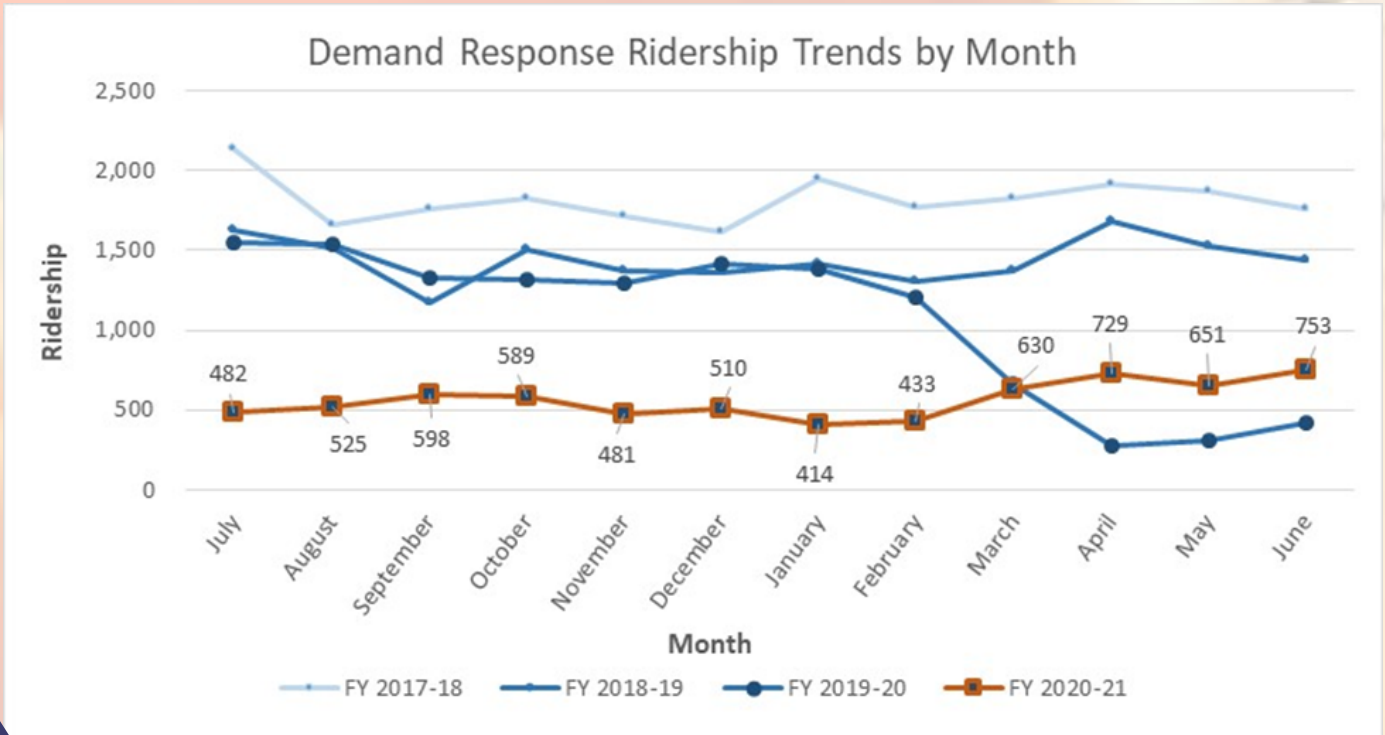
A letter will be sent out to all current customers in the coming days to further explain the changes and staff is ready to answer any questions and concerns. We are confident that the level of exemplary services SMART offers to the public will only improve through these changes.



Operations - **Eric Loomis** Operations Manager



Ridership continues to follow a leveled trend during June. Summer months typically see a decrease, most notably in the youth ridership, due to schools not being in session. This June did not see that drop as most schools were not in-person this spring. Dial-a-Ride continues to see an upward trend and is at nearly 50% of pre-COVID-19 ridership.



Transportation Options - Michelle Marston Program Coordinator



During the month of July Smart Options resumed its Walk at Lunch program. Each week SMART hosts a group walk at a different location around town, most of which are sponsored by local businesses.

For the July 2021 Walks SMART partnered with TriMet, Next Level Chiropractic, Goosehead Insurance and Nichols Family Agency-Allstate.

Walkers are notified via email when and where we walk each week. Those that are not members of the walking group can find information on Social Media sites as well as information posted in the monthly Boones Ferry Messenger.

Participation is slow to resume as we aim to return to normal habits post Covid.



Recently Smart Options began tracking the boarding's of bikes on SMART buses. This information is helpful learning how folks travel for the first and last mile of their transit trips.

