

City of Wilsonville

City Council Meeting

April 2, 2018



AMENDED
AGENDA

WILSONVILLE CITY COUNCIL MEETING
APRIL 2, 2018
7:00 P.M.

CITY HALL
29799 SW TOWN CENTER LOOP
WILSONVILLE, OREGON

Mayor Tim Knapp

Council President Scott Starr
Councilor Susie Stevens

Councilor Kristin Akervall
Councilor Charlotte Lehan

CITY COUNCIL MISSION STATEMENT

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

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

- 5:00 P.M. EXECUTIVE SESSION** [20 min.]
A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(h) Litigation
- 5:20 P.M. REVIEW OF AGENDA** [5 min.]
- 5:25 P.M. COUNCILORS' CONCERNS** [5 min.]
- 5:30 P.M. PRE-COUNCIL WORK SESSION**
- A. Website Update (Stone) [30 min.]
B. TVF&R Fill The Boot Event (Troha) [15 min.]
C. CIP #2095 WWTP Outfall Contract Award (Ward) [10 min.]
D. CIP #4199 Change Order - Old Town Square Intersection Improvements [5 min.]
- 6:30 P.M. ADJOURN**
-

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, April 2, 2018 at City Hall. Legislative matters must have been filed in the office of the City Recorder by Tuesday, March 21, 10 a.m. on 2018. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered therewith except where a time limit for filing has been fixed.

7:00 P.M. CALL TO ORDER

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

7:05 P.M. MAYOR'S BUSINESS

- A. State of the City Address
Break for refreshments.
- B. Arbor Day Proclamation (Scola)

7:50 P.M. COMMUNICATIONS

- A. Metro Regional Government Update – Councilor Craig Dirksen
- B. Potential Metro Housing Bond Measure - Jes Larson, Metro Government Affairs Specialist

8:20 P.M. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

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

8:25 P.M. COUNCILOR COMMENTS

- A. Council President Starr
- B. Councilor Stevens
- C. Councilor Lehan
- D. Councilor Akervall

8:35 P.M. CONSENT AGENDA

- A. **Resolution No. 2682**
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Northbank Civil And Marine, Inc. For The Wastewater Treatment Plant Outfall Replacement Project (CIP #2095). (Ward)
- B. **Resolution No. 2683**
A Resolution Of The City Of Wilsonville Authorizing A Change Order With Brown Contracting For The Old Town Square – Fred Meyer Signalized Intersection Modifications (CIP #4199). (Ward)
- C. Minutes of the March 19, 2018 Council Meeting.

8:40 P.M. CITY MANAGER'S BUSINESS

8:45 P.M. LEGAL BUSINESS

8:50 P.M. ADJOURN

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



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: April 2, 2018		Subject: Website Redesign	
		Staff Member: Andy Stone, IT Manager and Beth Wolf, Systems Analyst	
		Department: Information Systems	
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: Receive update on City’s Website Redesign.			
Recommended Language for Motion: N/A			
Project / Issue Relates To: <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Staff will provide an update on the website redesign project.

EXECUTIVE SUMMARY:

In mid-August the City advertised a Request for Proposals to redesign the City's websites. In addition to refreshing the look and feel, the City is combining the sites to utilize a common backend database. This will help facilitate sharing information, such as calendar events, between the sites and the overall administration of the site.

Through an RFP process, Aha! Consulting was selected to redesign the City's websites. Aha! Consulting was founded in 2008 in Lake Oswego. Its focus has always been on municipal websites and currently has over 80 customers in Oregon alone. In 2016, Aha! was acquired by Municode and serves as their website development arm.

A steering committee was formed with key members from each department that represent each of the City's websites. This group has helped create the overall design structure of the new websites to effectively communicate the City's information and streamline the operation. Each site has developed into its own entity tailored to the audience that it serves while still maintaining continuity and a common administrative backend.

Special attention was paid to incorporate the City's logo and other branding elements into the new designs. They are also designed with mobile responsiveness in mind so they will change based on the type of device that they are being viewed on. The intent is that important information can easily be located whether a person is viewing the sites on their desktop, tablet or phone. All sites are designed to be fully ADA compliant as well.

The steering committee has worked with Aha! to make sure that the User Interface and User Experience (UI & UX) of the new website is well thought out. Aha! joined the City at the March 15th Citizen Academy and asked participants to carry out tasks that are commonly performed on the current website. The citizen's approach to complete these tasks were observed on multiple devices and they had an opportunity to give feedback on the websites overall. The findings will be analyzed and incorporated into the final design of the websites. The City will gather more information at similar events at the Library and City Hall during the last two weeks of March.

On April 2, Beth Wolf, Systems Analyst for the City and Dave Fels, project manager for Aha! will show the pre-production websites to the City Council and explain how the designs were developed. Content conversion and testing of the sites is progressing with the help of the Web team and Aha!. The websites are a very important communication tool for the City and the plan is to use the time between now and June 30, to get everything right.

EXPECTED RESULTS:

The City will work with Aha! Consulting to refresh the City's websites and create a common backend for administration. The anticipated go-live date is June 30, 2018.

TIMELINE:

The redesign process started in November and will continue through the end of the fiscal year. The design is at 90%. Content conversion and testing will progress through May. As the project progresses it may require more time to make sure that everything is implemented correctly, but staff is not anticipating this.

CURRENT YEAR BUDGET IMPACTS:

This project is budgeted in FY 17-18 in project #8123, for a total cost of \$85,000. Funding sources are \$20,000 from the Transit Fund and \$65,000 from the General Fund.

FINANCIAL REVIEW / COMMENTS:

Reviewed by: SCole Date: 3/20/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/20/2018

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

N/A

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

This project was identified as a high priority administrative directive during the last Council goal setting session.

ATTACHMENTS:

None.



Local 1660 2018 Fill the Boot INCIDENT ACTION PLAN

Incident name: Fill the Boot
Date/Time Prepared: January 23, 2018
Operational Period: May 21st, 22nd, June 1st, and 2nd
Prepared By: Trevor Nowak (541)227-9290

Date: May 21st

Time: 0700-1900

Location: Beaverton, SW Beaverton Hillsdale Hwy and 217 onramp and off ramp

Date: May 22nd

Time 0700-1900

Location: Wilsonville, SW Wilsonville Rd and SW Boones Ferry Rd.

Date: June 1st

Time 0700-1900

Location: Newberg, Pacific hwy E and W, E. of River street

Date: June 2nd

Time: 0700-1900

Location: Tualatin, Lower Boones Ferry Rd. and I5 onramp and off ramp In front of Wholefoods, REI, and Bridgeport Village.

INCIDENT OBJECTIVES	1. Incident Name	2. Date	3. Time
	2018 Fill The Boot	<u>May 21st, 22nd, June 1st, and 2nd</u>	0700-1900
<p>4. Operational Period</p> <p>Date: May 21st Time: 0700-1900 Location: Beaverton, SW Beaverton Hillsdale Hwy and 217 onramp and off ramp</p> <p>Date: May 22nd Time 0700-1900 Location: Wilsonville, SW Wilsonville Rd and SW Boones Ferry Rd.</p> <p>Date: June 1st Time 0700-1900 Location: Newberg, Pacific hwy E and W, E. of River street</p> <p>Date: June 2nd Time: 0700-1900 Location: Tualatin, Lower Boones Ferry Rd. and I5 onramp and off ramp</p>			
<p>5. General Control Objectives for the Incident</p> <p>Control Objective 1: To maintain the safety of all personnel involved, including both the public and personnel working at the event.</p> <p>Control Objective 2: To conduct the event in a professional manner reflective of the district, local 1660, and our cities expectations</p> <p>Control Objective 3: To raise as much money as possible for the Muscular Dystrophy Association.</p>			
<p>6. Weather Forecast</p> <p>Tempeature based on historical average for event period Late may early June Average high 77, Low 51 degrees Ferenhight</p>			

7. General Safety Message

The 2018 Fill the Boot campaign is being managed by multiple Tualatin Valley Fire and Rescue professional firefighters and a minimum of one MDA employee. It is the goal of the committee to provide a safe environment the enables us to raise as much money as possible for the Muscular Dystrophy Association.

See attached safety/opertations plan for further information.

INCIDENT COMMUNICATIONS PLAN	INCIDENT NAME: 2018 Fill the Boot	OPERATIONAL PERIOD: 0700-1900	
TYPE/NAME	Contact #	Assignment	REMARKS
Trevor Nowak	541-227-9290	Coordinator	
		Coordinator	
George Adolf	503-931-0524	Coordinator	
Grant Slagle	971-506-3458	Coordinator	
Cassandra Ulven	503-860-8906	Public Affairs Manager	
Christina Lent	503-259-1206	Public Affairs Officer	
C5	503-781-5307 c	North Battalion Duty Chief	
C6	503-781-5303 c	South Battalion Duty Chief	
C7	503-969-6617 c	Central Battalion Duty Chief	
Amanda Borrer	503-223-3177	Area Director/ MDA Contact	
TVFR Adim	503-649-8577	CBOC	
WCCCA	503629-0111	Non-emergent number	
On duty PIO Pager	503-441-9324	PIO	

GENERAL SAFETY MESSAGE		
INCIDENT: 2018 FillThe Boot	DATE: 5/21/18 5/22/18 6/1/18 6/2/18	TIME: 0700-1900
MESSAGE:		

Overview:

This 2018 Safety/Operations Plan has been set up to insure the highest level of safety precautions are in place to provide a safe environment for firefighters and the public. These measures include guidelines for pre-event, during event, and post event, an incident check list, maps, special guidelines for special locations, and an emergency contact list.

Control objectives:

The primary goal of Fill the Boot has always been safety and this remain true for this years event. Senate bill 1084, ODOT, PD, Local 1660, TVFR, event coordinators, and the cities we serve have all contributed to making this years event as safe as possible for both the people collecting as well as for the people traveling through the area. The following two sections outline the measures that are in place for your safety. Pease review those sections prior to the start of the event.

Any relative sections must be included in the safety briefing each event day.

Pre-Event Organization

1. The incident action plan as well as this safety/operations plan will be kept at each event site.
2. An insurance bond will be obtained from the Muscular Dystrophy Association in the amount of \$1,000,000 and a copy of this bond will be provided at each event site.
3. Permission will be obtained from each of the cities city manager and/or mayor's office prior to the event days.
4. Permits will be obtained from ODOT for all locations and a copy of the appropriate permit will be provided at each event site.
5. Media notifications (TV, radio, newspaper, and/or internet) will occur to inform the public of the event.

Agency Notifications

1. Police agencies will be contacted at least one week prior to inform and/or remind the traffic divisions of the upcoming event. This will include the four affected cities as well as the two counties.

Planning

1. Locations have been selected that provide the following; "safe zones" (sidewalks, shoulders, medians, etc.), adequate room for advanced warning devices (Banners, signs, etc.), traffic control lights that allow personnel to collect money without impeding traffic, and adequate parking to eliminate the need to park on any on-ramp or off-ramp.
2. Event is set at predicted heavy traffic times when on-ramp lights are working and/or traffic is predictably slow and/or stopped. While other areas may still be safe to collect, on-ramps will not be used when lights are not operating and traffic is at a "normal" flow.
3. Predetermined safety plan will be followed and re-evaluated. Only deviation from the predetermined safety plan will be to account for unexpected safety concerns on the day of the event.

Event Day

High Visibility

1. Approved ODOT safety vests will be worn by all personnel working the event.

2. Each collection location will be staffed with adequate personnel to conduct the event in a safe manner (A minimum of 2 for each intersection in one direction of travel). Adequate personnel will enable the event to be more visible and collect more quickly at red lights.
3. A high level of warning for vehicles that the event is taking place will include approved ODOT signs as well as MDA banners., MDA signs, Media outreach, and when personnel is available they will be sent to act as early warning well before the intersection.

Personnel

4. A “Block Captain” position has been established and filled for each time at all sites. The primary function of this position is to act as a safety officer. This person has the ability to cancel any location or area within a location if they deem it to be unsafe.
5. Only trained firefighters will be allowed to enter the streets. Other participants may still collect from a designated safe location such as the shoulder of an on-ramp with a working rush hour light, a safe shoulder in a non-ramp area, or a sidewalk.
6. Firefighters working in the streets will wear protective turnout pants and helmets as well as the safety vests mentioned above.
7. Every attempt will be made by personnel to not “impede” traffic. Collections should be made during red lights and in areas that minimally disrupt the normal flow of traffic.
8. A copy of this safety briefing will be located at the sign in area.

Weather

9. The event coordinator will monitor the daily temperature during the entire event. Depending on the temperature the event coordinator may make it mandatory to remove inner lining of turnout pants and/or have crews rotate into a shaded break area to rehab on a rotating basis. Water, ice, and coolers will be provided at all sights regardless of temperature. Personnel will be encouraged to hydrate often and report any symptoms of dehydration.

Reporting of incidents

1. In the event of an emergency, after the call to 911, the block captain will contact the appropriate personnel (see incident checklist). All contact numbers and an incident checklist will be provided at each site.
2. The block captain will take pictures of their event area showing the use of warning devices being used at the beginning of the event.
3. Personnel are encouraged to fill out any near-miss incidents to continue to improve the safety of this event in the future.

Other

1. Personnel may encounter solicitors that are not part of the Fill The Boot event inside the event area. Please explain that the event only runs four days and that permits, bonds, and ODOT approved safety measures have been obtained for that time. If at any time the solicitors become confrontational personnel should leave the area and contact PD. Do not return to the area until PD has cleared the scene.

Specific Guidelines

All Cities

1. A copy of the ODOT permit, insurance bond, ORS (specific to the event), incident action plan (safety plan attached), and the on-site contact information will all be sent to the cities prior to the start of the event.
2. All personnel will be briefed on the specific guidelines of this event as well as the safety procedures (all sites) attached to this document prior to participating in the event.

Tualatin (Bridgeport) Location

1. Collection areas will be limited to the areas designated on the map (kept on site) that were pre-approved by the city and store fronts.

Post Event

Review

1. Review and address any complaints/concerns received by the District concerning the event.
2. Review any incidence that generated an accident form, PD response, or unusual event form.

Post-Event City Meeting

Meet (goal no later than August) with each of the four participating cities to share information obtained in the post event review including any incidences, complaints, or concerns involving the event.

INCIDENT CHECKLIST

In the event of an injury motor vehicle accident, injury to a participant and/or bystander, medical event, damage to city property, or citizen complaint the following checklist should be used.

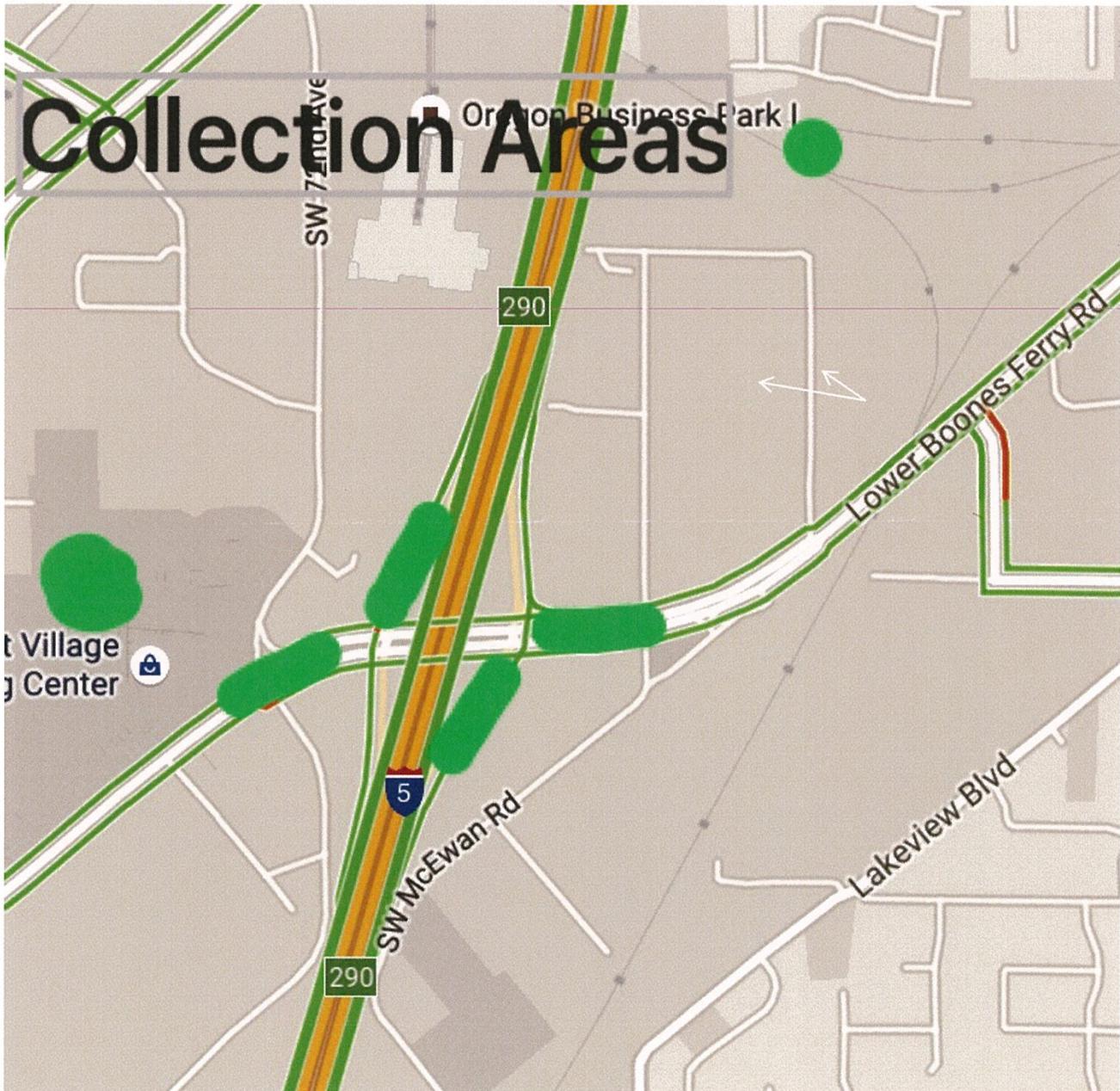
- **Call 911 for any injury MVA, other injury, medical event, and/or type of situation where emergency resources are needed. Dispatch will then contact and send appropriate resources.**
- **Contact the “Block Captain” for any other (non-injury) type of event.**

- **The Block Captain will then contact the appropriate on duty Battalion Chief, Public Information Officer, and MDA coordinator. If personnel are unable to reach the block captain for any reason designate one personnel to contact an on duty battalion chief directly.**
- **In the event of an injury assign one individual (paramedic when appropriate) to be the IC until resources arrive. Assign the needed personnel to the IC and then clear the area of bystanders and extra personnel.**
- **Gather any pertinent information (names, phone numbers, witnesses, pictures).**
- **Fill out appropriate paperwork (SER, MDA accident form, etc.).**
- **After scene is secure and above notifications have been made contact one of the MDA event coordinators (see contact list) for notification**

<p style="text-align: center;">Overall Incident Maps Tualatin, Wilsonville, and Beaverton</p>
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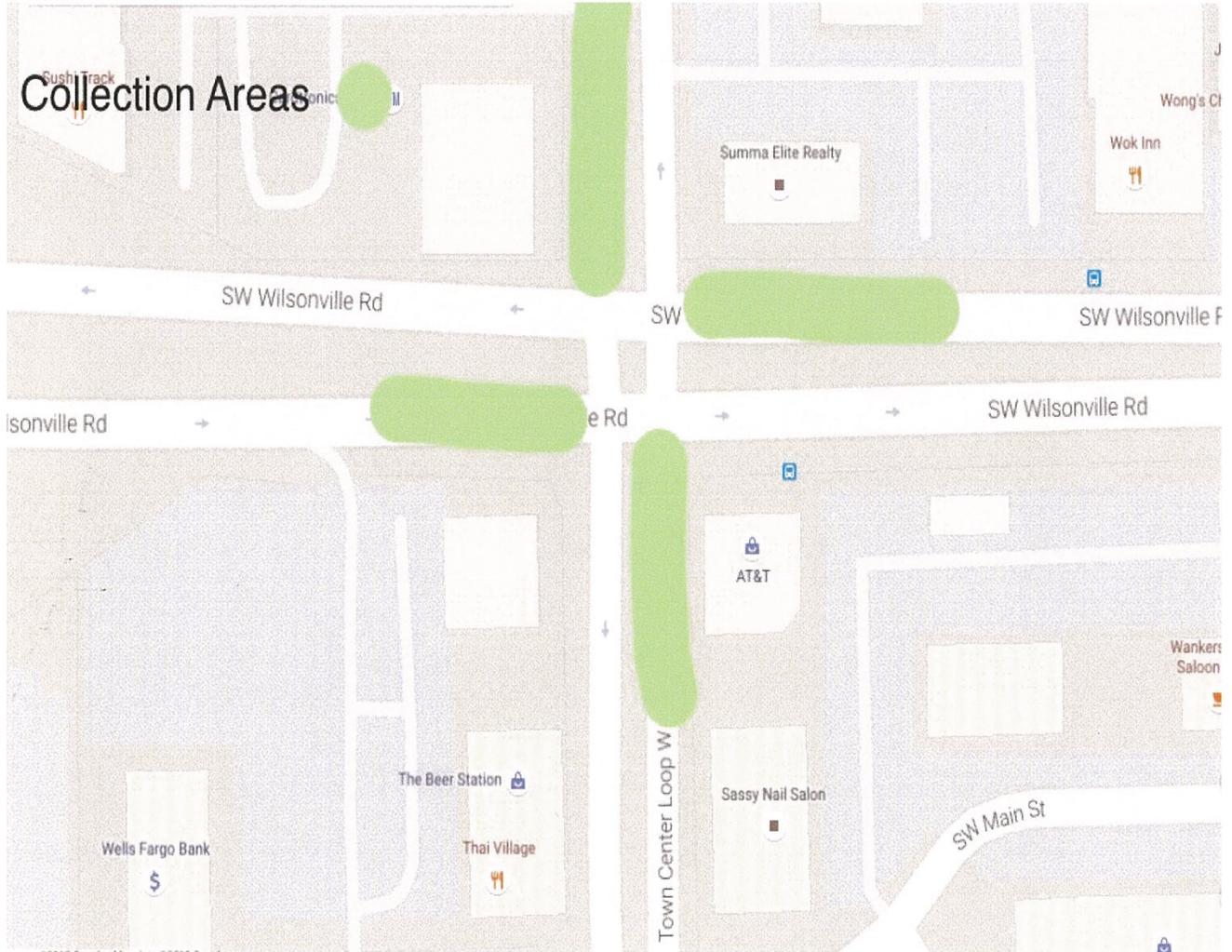
Tulatin

Lower Boones ramp and off ramp collections points, Family collection point in front of Bridgeport Village, Wholefoods, and REI

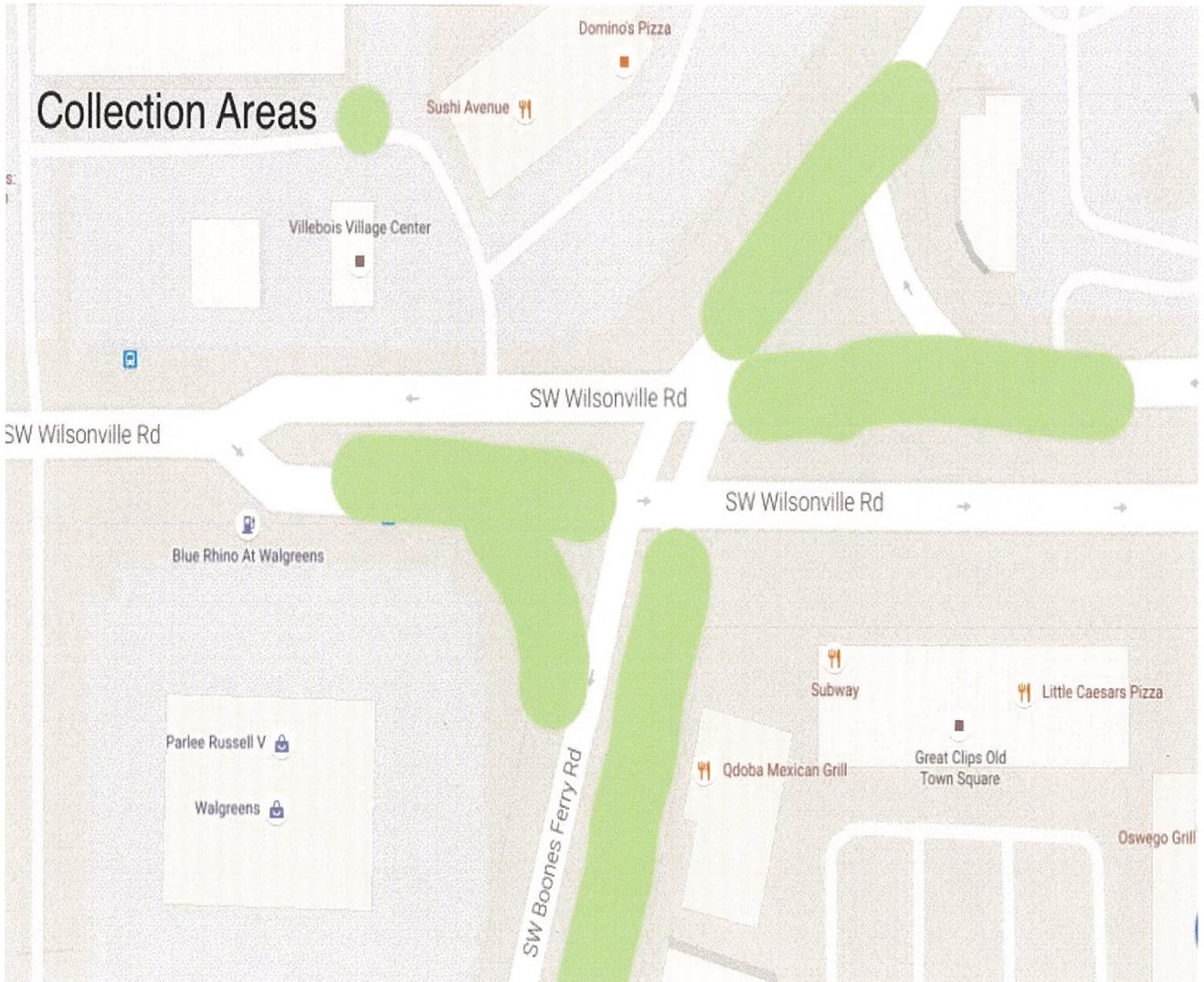


Wilsonville

SW Wilsonville Rd and Town Center Loop W collection points



SW Wilsonville Rd and SW Boones ferry Rd collection points



Locations where signage may be placed for Wilsonville locations:

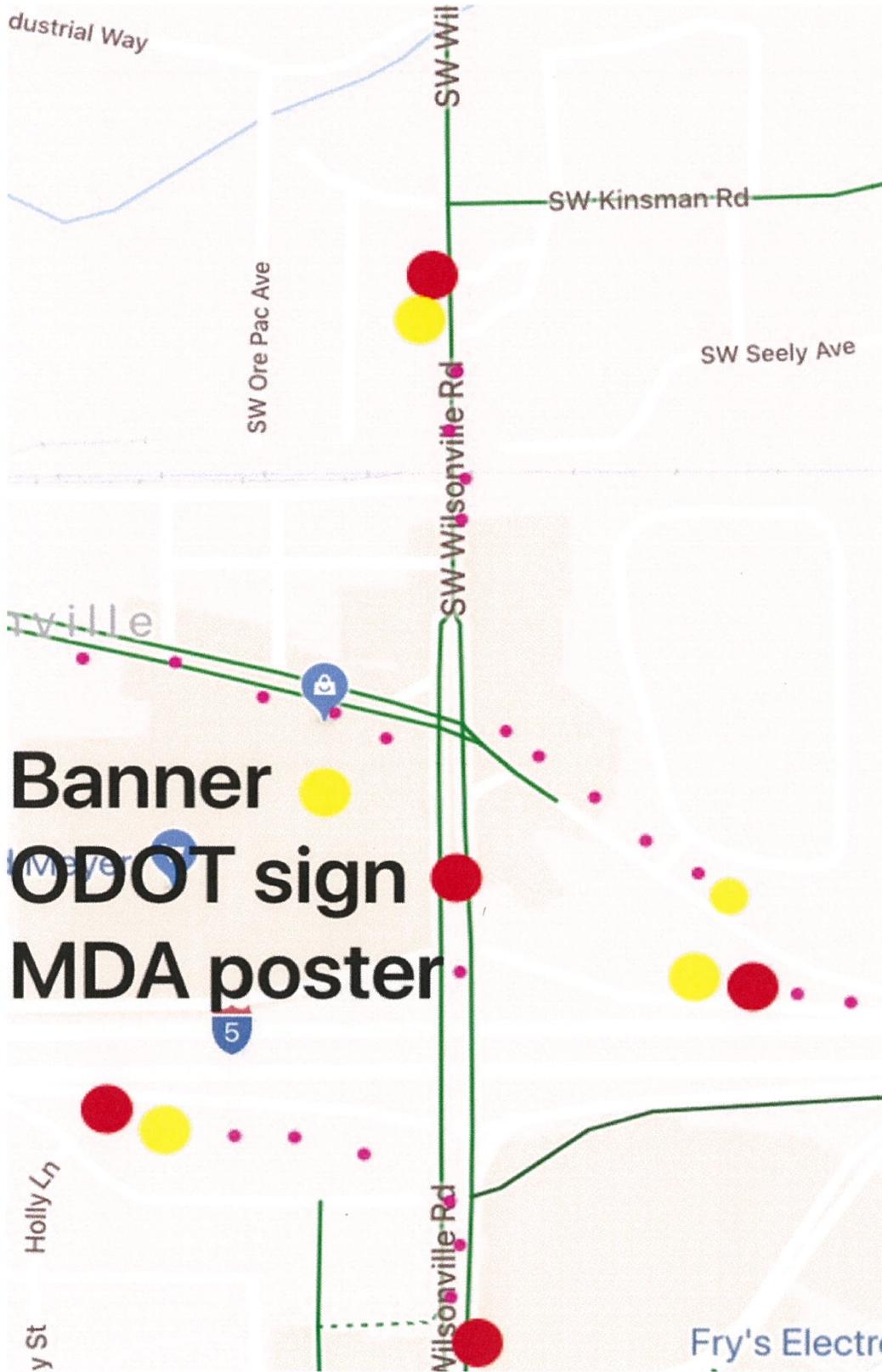


Location: SW Wilsonville Rd Near Kinsman Looking east.
Signage: ODOT Event ahead signs with MDA specific



Location: SB I5 Exit (NB exit will be done the same)
Signage: Large ODOT ahead sign, Large MDA banner with MDA specific smaller signs

**Addition Signage
locations
Wilsonville**

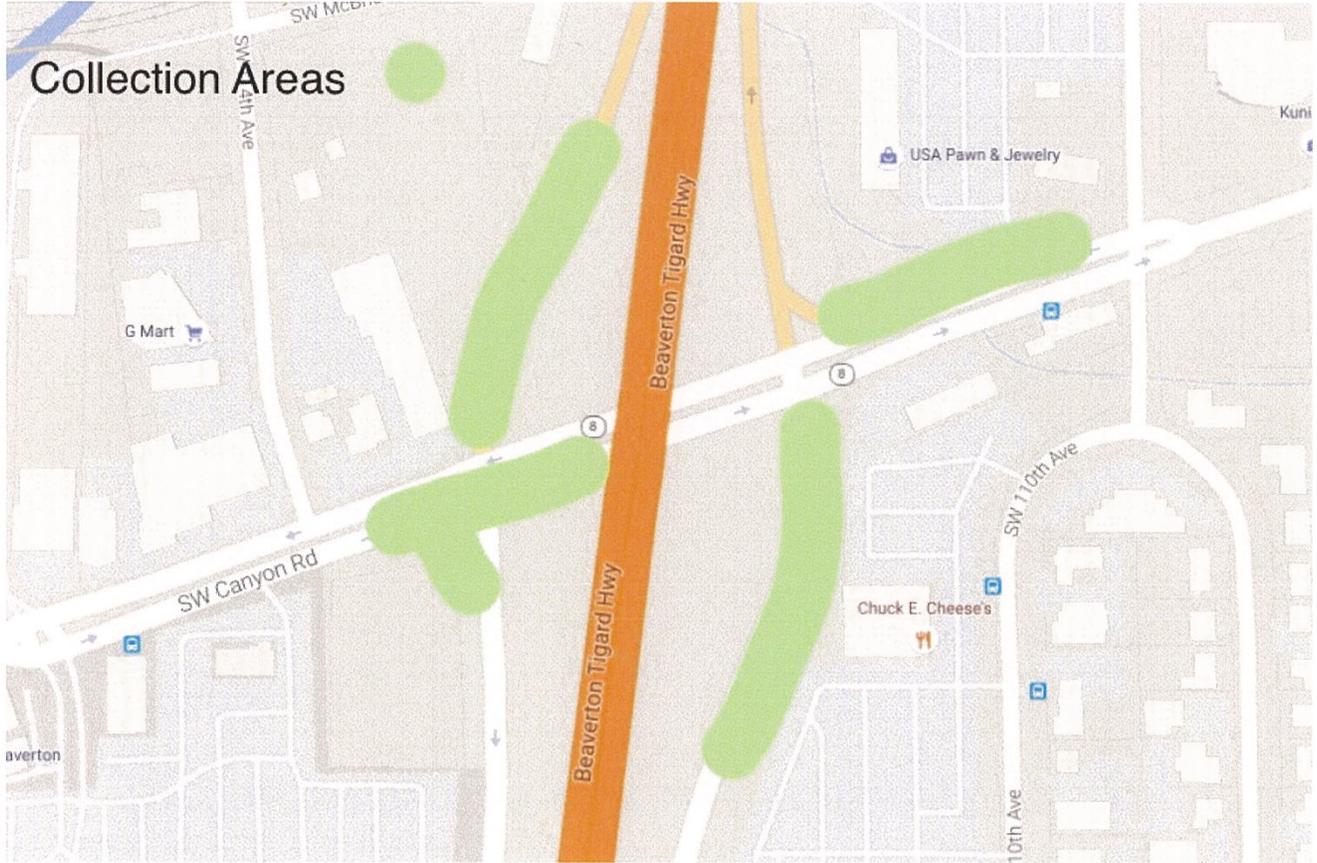


Banner ●
ODOT sign ●
MDA poster ●

Farmington/ hwy 10 and hwy 217 on ramp and off ramp collection points



Hwy 217 and SW Canyon Rd/Hwy 8 collection points



Newberg

Pacific Hwy E and W, E. of River street, sidewalks of ARTwalk





**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: April 2, 2018</p>	<p>Subject: 20th Consecutive Tree City USA Designation, 9th Growth Award, and Arbor Day Proclamation.</p> <p>Staff Member: Jennifer Scola, Associate Planner</p> <p>Department: Community Development</p>			
<p>Action Required</p> <p><input type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input checked="" type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input type="checkbox"/> Consent Agenda</p>	<p>Advisory Board/Commission Recommendation</p> <p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p>Comments: N/A</p>			
<p>Staff Recommendation: There is no recommendation; this item is for Council’s information.</p>				
<p>Recommended Language for Motion: N/A</p>				
<p>Project / Issue Relates To:</p> <table border="1"> <tr> <td data-bbox="165 1556 589 1598"><input type="checkbox"/> Council Goals/Priorities</td> <td data-bbox="589 1556 1008 1598"><input type="checkbox"/> Adopted Master Plan(s)</td> <td data-bbox="1008 1556 1406 1598"><input checked="" type="checkbox"/> Not Applicable</td> </tr> </table>		<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable		

ISSUE BEFORE COUNCIL:

Staff is pleased to announce that the City of Wilsonville has been recognized for the 20th consecutive year as a Tree City USA, and has received its 9th growth award, as designated by the National Arbor Day Foundation. A representative of the Oregon Department of Forestry/Oregon Community Trees will be in attendance at the Council meeting to formally recognize this significant milestone in the enhancement and management of the community’s urban forest.

EXECUTIVE SUMMARY:

The Tree City USA recognition reflects Wilsonville’s continued commitment to maintaining and promoting its urban forest. In order to receive a Tree City USA designation, a City must have: 1) a comprehensive urban forestry program consisting of a tree ordinance; 2) a city department that is responsible for trees; 3) an annual community forestry budget of at least \$2 per capita; and 4) an annual Arbor Day observance and proclamation. In conjunction with meeting the four criteria for Tree City designation, Wilsonville also received a Growth Award from the Arbor Day Foundation due to the City’s new computerized tree-management system, development and protection of wildlife habitat, and approval of new park developments involving major tree plantings.

Staff is pleased to announce this Tree City designation and Growth Award achievement to the City Council, and appreciates the opportunity to work on projects that raise awareness of the importance of Wilsonville’s trees.

To further promote Wilsonville’s commitment to the urban forest, in partnership with Friends of Trees, Wilsonville hosted two planting events on January 15 and February 3, 2018, where over 70 volunteers came out to plant a combined total of 1,060 plants in Tranquil Park. Looking forward, as a celebration of Arbor Week 2018, staff is hosting another volunteer planting/forest habitat enhancement event Saturday, April 7, 2018 at 9:00 AM at Edelweiss Park in Villebois. At the event, volunteers will help plant new Oregon white oaks, understory shrubs and clear invasive species in and around the forested area directly west of Edelweiss Park.

EXPECTED RESULTS:

N/A

TIMELINE:

N/A

CURRENT YEAR BUDGET IMPACTS:

Tree planting activities are paid for out of the the CIP projects #9087 and #9088, which between them have approximately \$1,500 remaining.

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 3/23/2018

The \$2 per capita referenced above equates to \$48,630, based on Wilsonville’s population of 24,315. The funds are comprised of a combination of City accounts, in the Program Areas of Parks Maintenance, Road Operations, and Facilities Maintenance.

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/16/2018

COMMUNITY INVOLVEMENT PROCESS:

The public is invited to community tree planting events through a variety of means, including the Boones Ferry Messenger, social media, and the City’s website.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

N/A

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. 2018 Arbor Day Proclamation
- B. Arbor Day Celebration Flyer

**CITY OF WILSONVILLE
2018 ARBOR DAY PROCLAMATION**

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

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

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

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

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

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

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

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

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

Dated this 2nd day of April 2018

Tim Knapp, Mayor



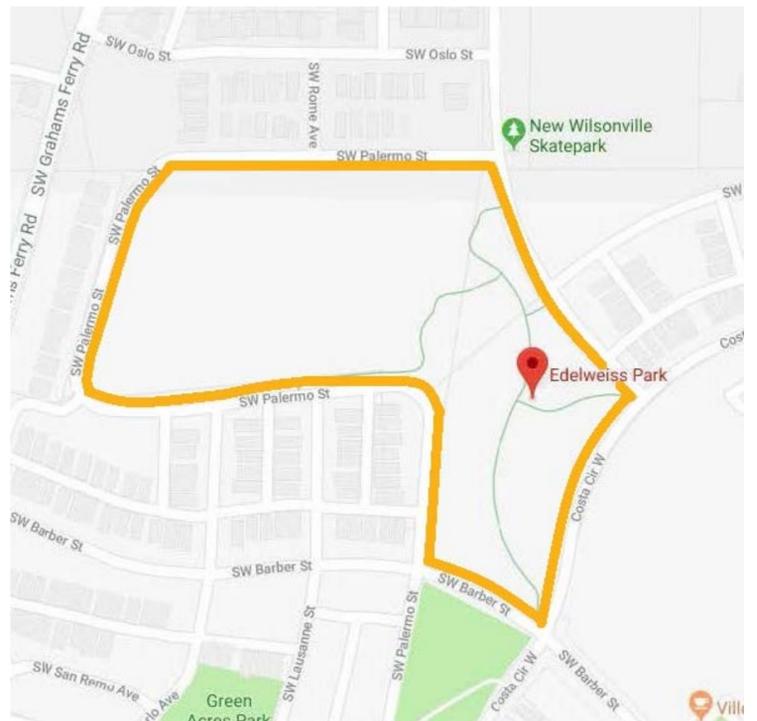
JOIN US FOR A PLANTING EVENT!

Join the City of Wilsonville in celebrating Arbor Day by improving the understory of Edelweiss Park's tree grove! We will be planting, mulching, and removing invasive species to improve the health of this grove. Breakfast snacks and hot chocolate/coffee will be provided.

WHERE: 28970 SW Costa Circle W
Edelweiss Park Shelter

WHEN: Saturday, April 7th
9:00 AM - 1:00 PM

WHAT TO BRING: Bring gloves, shovels, and loppers if available. Come dressed for the weather and wearing sturdy, closed-toe shoes



ARBOR DAY



CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings 2018

Items known as of 03/28/18

April

DATE	DAY	TIME	EVENT	LOCATION
4/2	Monday	7:00 p.m.	City Council Meeting	Council Chambers
4/9	Monday	6:30 p.m.	DRB Panel A	Council Chambers
4/11	Wednesday	3:00 p.m.	Wilsonville Community Seniors, Inc. Advisory Board	Wilsonville Community Center
4/11	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
4/12	Thursday	6:00 p.m.	Parks and Recreation Advisory Board Meeting	Parks and Recreation Administration Building
4/19	Thursday	5:30 p.m.	Wilsonville Citizens Academy	Water Treatment Plant
4/16	Monday	7:00 p.m.	City Council Meeting	Council Chambers
4/23	Monday	6:30 p.m.	DRB Panel B	Council Chambers
4/23	Monday	6:00 p.m.	Community Enhancement Committee Meeting	City Hall
4/24	Tuesday	6:00 p.m.	Community Enhancement Committee Meeting	City Hall
4/25	Wednesday	6:30 p.m.	Library Board Meeting	Library

May

DATE	DAY	TIME	EVENT	LOCATION
5/7	Monday	7:00 p.m.	City Council Meeting	Council Chambers
5/9	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
5/9	Wednesday	1:00 p.m.	Wilsonville Community Seniors, Inc. Advisory Board	Wilsonville Community Center
5/10	Thursday	4:30 p.m.	Parks and Recreation Advisory Board Meeting	Parks and Recreation Administration Building
5/14	Monday	6:30 p.m.	DRB Panel A	Council Chambers
5/17	Thursday	6:00 p.m.	Wilsonville Citizens Academy	City Hall
5/21	Monday	7:00 p.m.	City Council Meeting	Council Chambers
5/23	Wednesday	6:30 p.m.	Library Board Meeting	Library
5/30	Wednesday	6:00 p.m.	Budget Committee	Council Chambers

Community Events:

4/5 Community Garden Registration Opens, 8:00 a.m. at Parks and Recreation Admin. Building

- 4/7** Arbor Day Planting Event, 9:00 a.m. - 1:00 p.m. at Edelweiss Park Shelter
- 4/10** 5th Street to Kinsman Rd. Extension Open House, 5:00 p.m. at Wilsonville City Hall
- 4/12** French Prairie Bridge Task Force, 6:00 p.m. at Wilsonville City Hall
- 4/25** Spring Walk at Lunch - Visit Ridesmart.com/walksmart for times and locations
- 5/9** Spring Walk at Lunch - Visit Ridesmart.com/walksmart for times and locations
- 5/12** W.E.R.K Day, 9 a.m. -1:30 p.m., meet at the Community Center
- 5/23** Spring Walk at Lunch - Visit Ridesmart.com/walksmart for times and locations
- 5/28** City Offices Closed in Observance of Memorial Day

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



**CITY COUNCIL
STAFF REPORT**

<p>Meeting Date: April 2, 2018</p>	<p>Subject: Resolution No. 2682 Authorizing the City Manager to Execute a Construction Contract with Northbank Civil And Marine, Inc. for the Wastewater Treatment Plant Outfall Replacement Project (CIP #2095).</p> <p>Staff Member: Mike Ward, PE, Civil Engineer</p> <p>Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input type="checkbox"/> Not Applicable</p>	<p>Comments:</p>
<p>Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.</p>		
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>		
<p>Project / Issue Relates To: <i>[Identify which goal(s), master plans(s) your issue relates to.]</i></p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities</p>	<p><input type="checkbox"/> Adopted Master Plan(s)</p>	<p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

Construction Contract with Northbank Civil and Marine, Inc. in the amount of \$1,123,560 for completion of the WWTP Outfall project.

EXECUTIVE SUMMARY:

Construction bids were opened for the WWTP Outfall project on March 14, 2018. Construction items include a new outfall with five diffuser port risers in the river. Three bids were received with Northbank Civil and Marine, Inc. determined to be the lowest responsible bid at \$1,123,560.

EXPECTED RESULTS:

In August 2013, Wilsonville staff learned our WWTP outfall was in violation of our Department of Environmental Quality (DEQ) discharge permit because of a hole in the outfall pipe. In 2014, interim repairs were made to the outfall to repair the hole with the understanding that the outfall also need to be upgraded to increase capacity, within a 5-year period. The proposed improvements address the additional capacity, correct the permit violation cause, and prepare for future permit requirements.

TIMELINE:

Pending receipt of signed contracts, bonds, and proof of required insurance, construction is scheduled to begin in late April with in-water work completed by October 31, 2018 and remaining construction completed by November 15, 2018.

CURRENT YEAR BUDGET IMPACTS:

The adopted FY 2017/18 budget for CIP project 2095 authorizes \$460,000 which is estimated to be adequate funding for the portion of work expected to be completed this fiscal year. An additional \$1,090,400 will be proposed for the FY 2018/19 budget to be considered this spring.

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 3/20/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/21/2018

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The work will allow for additional capacity to treat expected demand increase and prepare for future permit requirements at the Wastewater Treatment Plant as the City grows.

ALTERNATIVES:

The work is necessary to remain in compliance with our DEQ permit.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Resolution No. 2682

RESOLUTION NO. 2682

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH NORTHBANK CIVIL AND MARINE, INC. FOR THE WASTEWATER TREATMENT PLANT OUTFALL REPLACEMENT PROJECT (CIP #2095).

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #2095, known as Wastewater Treatment Outfall Repair project (the Project); and

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

WHEREAS, three bids were received and opened on March 15, 2018, and Northbank Civil and Marine, Inc. submitted a bid of \$1,123,560.00 for the Project, which was subsequently evaluated as the lowest responsible bid.

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

1. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into, on behalf of the City of Wilsonville, a Construction Contract with Northbank Civil and Marine, Inc., attached as **Exhibit A** hereto and incorporated herein, for a fixed price of ONE MILLION ONE HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$1,123,560.00).
2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of April 2018, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall

Attachment:

Exhibit A – Construction Contract

**CITY OF WILSONVILLE
CONSTRUCTION CONTRACT (CIP #2095)
WASTEWATER TREATMENT PLANT OUTFALL REPLACEMENT**

This Construction Contract for the Wastewater Treatment Plant Outfall Replacement Project (“Contract”) is made and entered into on this ____ day of April 2018 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Northbank Civil and Marine, Inc.**, a Washington corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing recitals and all of the following additional “Contract Documents”: Specifications and Contract Documents for the Wastewater Treatment Plant Outfall Replacement Project, dated February 21, 2018, including General Conditions, Supplemental Conditions, Technical Specifications, and Plans and Details bound separately; Contractor’s Bid submitted in response thereto; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than November 15, 2018, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Substantial Completion by no later than October 15, 2018 and at Final Completion by November 15, 2018. All in-water work shall be completed and final no later than October 31, 2018. See **Section 22** for the definitions of Substantial Completion and Final Completion.

Section 3. Contractor’s Work

3.1. Contractor will perform the Work as more particularly described herein and in the other Contract Documents for the Wastewater Treatment Plant Outfall Replacement Project (“Project”).

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

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

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

Section 4. Contract Sum and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed ONE MILLION ONE HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$1,123,560) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

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

4.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent (5%) withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 22**.

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

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

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

4.7. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the General Conditions and Supplementary Conditions and in ORS 279C.570.

Section 5. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 2017, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate

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

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

Section 6. Filing of Certified Statement

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

Section 7. Reports to Department of Revenue

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

Section 8. City's Rights and Responsibilities

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

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

8.3. The City reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, supplier, or contractor with which the City has reasonable

grounds to believe is or may be operating in violation of any local, state, or federal law or which is the subject of pending litigation.

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

Section 9. City's Project Manager

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

Section 10. Contractor's Project Manager

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

Section 11. Project Information

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

Section 12. Duty to Inform

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

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

Section 13. Subcontractors and Assignments

13.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 14.2**, Contractor shall neither subcontract with others for any of the Work prescribed herein nor assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

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

Section 14. Contractor's Responsibilities

Except as otherwise provided under ORS 30.265, the performance under this Contract is at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor who is not an officer, employee, or agent of the City, as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to claims between the City and Contractor. Contractor is solely liable for any workers compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under the Contract. Any subcontractor hired by Contractor shall be similarly responsible. Contractor shall be liable to the City for any failure of any subcontractor(s) to comply with the terms of the Contract. This Contract is a public works contract governed by the laws found at ORS Chapter 279C, which Contractor must be familiar with and adhere to. In addition to the Contractor's Responsibilities set forth in the General Conditions and Supplementary Conditions included in the Contract Documents, Contractor also agrees to the following, some of which may also be set forth in the General Conditions:

14.1. Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.18. For personal/professional service contracts, as designated under ORS 279A.055, instead of 14.16.1, 14.16.2, and 14.16.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

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

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

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

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

14.23. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws, municipal codes, regulations, rules, and ordinances, including but not limited to those dealing with public contracts (ORS Chapter 279C) and with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. To the extent that known environmental and natural resource risks are specifically noted, shown, or specified in the Contract Documents or on the construction drawings, such risks are allocated to Contractor pursuant with ORS 279C.525(8)(a). If new or amended statutes, ordinances, rules, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not

caused by Contractor, and that was not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws, codes, or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

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

Section 15. Subcontractor Requirements

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

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

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

15.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsection 15.1(a) and (b)** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

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

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

Section 16. Environmental Laws

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

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
Port Districts
County Service Districts
Water Districts

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

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

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

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

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

Section 17. Indemnity and Insurance

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

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

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

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

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

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

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

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

17.3.6. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor’s Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability Policy(ies), as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder.

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

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

Section 18. Bonding Requirements

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

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

18.3. Environmental Mitigation. Contractor must carefully review all environmental mitigation requirements under the permits listed in **Section 16.1**, which are all to be covered by the above-referenced bonds.

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

18.5. Completion Bond. If a third party provides any financing of Contractor's obligations under this Contract, Contractor shall also maintain a two (2) year Completion Bond, in

a form acceptable to the City and from a surety acceptable to the City, in the full amount of the Contract Sum.

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

Section 19. Warranty

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

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

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

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

Section 20. Early Termination; Default

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

20.1.1. By mutual written consent of the parties;

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

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

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

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

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

Section 21. Suspension of Work

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

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

22.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and facilities are fully functional and may be utilized with only minor punch list items remaining that do not significantly impact

continuous use. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within thirty (30) days thereof, and then a final walk-through will occur to confirm all punch list items have been completed. Final payment will occur upon completion of all punch list items (“Final Completion”) as determined by final acceptance by the City (“Final Acceptance”). Substantial Completion must occur on or before October 15, 2018 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Section 22.3** and **Section 22.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

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

22.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of Two Hundred Dollars (\$200) for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

22.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of November 15, 2018, or any proper extension thereof granted by the City, Contractor shall pay the City Five Hundred Dollars (\$500) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Note that all in-water work must be completed on or before October 31, 2018, as set forth in **Section 22.5**.

22.5. Specific to in-water work, if Contractor shall neglect, fail, or refuse to complete all in-water work on the punch list by the Final Completion date of October 31, 2018, or any proper extension thereof granted by the City, Contractor shall pay the City One Thousand Dollars (\$1,000) for each day that expires after October 31, 2018. This liquidated damages charge is in addition to and not in lieu of the liquidated damages specified in **Sections 22.3 and 22.4**.

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

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

Section 23. Contract Modification/Change Orders

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

Section 24. Dispute Resolution

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

Section 25. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Contractor as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of four (4) years, unless within that time the

City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Contract.

Section 26. Property of the City

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

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

Section 27. Notices

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

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

To Contractor: Northbank Civil and Marine, Inc.
Attn: Anthony Miller
2119 SE Columbia Way, Suite 330
Vancouver, WA 98661

Section 28. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

28.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed

by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CITY:

NORTHBANK CIVIL AND MARINE, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

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



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: April 2, 2018</p>	<p>Subject: Resolution No. 2683 Authorizing a Change Order with Brown Contracting for the Old Town Square – Fred Meyer Signalized Intersection Modifications (CIP #4199).</p> <p>Staff Member: Mike Ward, PE, Civil Engineer</p> <p>Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p>	
<p>Comments:</p>		
<p>Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.</p>		
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>		
<p>Project / Issue Relates To: <i>[Identify which goal(s), master plans(s) your issue relates to.]</i></p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities Congestion Mitigation at Boones Ferry and Wilsonville Roads.</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s) TSP</p>	<p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

A City of Wilsonville resolution approving a change order for the construction contract with Brown Contracting in the amount of \$31,249.89 for the Old Town Square – Fred Meyer Signalized Intersection Modifications.

EXECUTIVE SUMMARY:

The City has contracted with Brown Contracting to construct the Old Town Square – Fred Meyer Signalized Intersection Modifications project. The City Council authorized contract amount is \$191,649. Since the design was completed and contract awarded, the Public Works and Community Development staff have identified the need to add work to the project. A vehicle recently crashed into a signal pole located in the median at this intersection (as shown in **Attachment A**). The pole location is not well-buffered and the potential exists for future similar crashes, pole damage, and signal disruption. Staff reviewed several options for reducing the potential hazard and recommend relocating the signal head to the signal on the northeast corner where it can be added to the overhead mast arm.

Brown Contracting prepared a cost estimate of \$31,249.89 to perform the following work: “Install new pedestrian push buttons, remove street light and traffic signal in median, install longer mast arm for signals, traffic signals on longer arm, new luminaire arm, LED luminaire, and coat arm and LED housing.”

Staff finds the cost reasonable and recommends the change order for the contract. The change order exceeds the 15% limit above which the Wilsonville Code mandates City Council approval for contracts they have previously authorized. If approved, the total contract amount becomes \$222,898.89.

EXPECTED RESULTS:

Relocate traffic signal to improve safety and resiliency of infrastructure while achieving cost and schedule efficiency by coupling the work with the existing contract.

TIMELINE:

Project completion expected in summer 2018.

CURRENT YEAR BUDGET IMPACTS:

The Supplemental Budget Adjustment passed by the City Council on March 19,2017, included an additional \$511,000 for this project, CIP #4199, from Transportation System Development Charges, bringing the total project budget for all improvements in the area to \$1.38 million. The additional work that is the subject of this change order was included in that budget adjustment.

FINANCIAL REVIEW / COMMENT:

Reviewed by: SCole Date: 3/26/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/27/2018

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Improved intersection design.

ALTERNATIVES:

Do not add work to existing contract.

CITY MANAGER COMMENT:

NA

ATTACHMENTS:

- A. Attachment A – Intersection and Signal Location Map
- B. Resolution No. 2683

RESOLUTION - ATTACHMENT A



Old Town Square - Fred Meyer Signalized Intersection

RESOLUTION NO. 2683

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING A CHANGE ORDER WITH BROWN CONTRACTING FOR THE OLD TOWN SQUARE – FRED MEYER SIGNALIZED INTERSECTION MODIFICATIONS (CIP #4199).

WHEREAS, the City has planned, designed, and budgeted for the completion of CIP #4199, known as Old Town Square – Fred Meyer Signalized Intersection Modifications (the Project); and

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

WHEREAS, The City of Wilsonville acting as the Local Contract Review Board authorized the City Manager to enter into a Construction Contract with Brown Contracting for a stated value of \$191,649.00; and

WHEREAS, a change order for the Project totaling \$31,249.89 exceeds 15% of the original value of the authorized contract; and

WHEREAS, the Wilsonville Municipal Code requires that change orders exceeding 15% of the value of contracts previously authorized by the City Council be approved by the Local Contract Review Board.

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Brown Contracting submitted the lowest responsible bid.
2. The City Council, acting as the Local Contract Review Board, authorized the City Manager to enter into a Construction Contract with Brown Contracting for a stated value of ONE HUNDRED NINETY-ONE THOUSAND, SIX HUNDRED FORTY-NINE DOLLARS (\$191,649.00).
3. A change order for the Project, totaling THIRTY-ONE THOUSAND, TWO HUNDRED FORTY-NINE DOLLARS AND EIGHTY-NINE CENTS (\$31,249.89) and exceeding 15% of the original contract authorization, is

hereby approved and authorized by the City Council, acting as the Local Contract Review Board.

4. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of April 2018, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, March 19, 2018. Mayor Knapp called the meeting to order at 7:00 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

- Mayor Knapp
- Council President Starr - Excused
- Councilor Stevens
- Councilor Lehan - Excused
- Councilor Akervall

Staff present included:

- Bryan Cosgrove, City Manager
- Jeanna Troha, Assistant City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Nancy Kraushaar, Community Development Director
- Delora Kerber, Public Works Director
- Susan Cole, Finance Director
- Angela Handran, Assistant to the City Manager
- Cathy Rodocker, Assistant Finance Director
- Bill Evans, Communications & Marketing Manager
- Steve Adams, Engineering Manager

Motion to approve the order of the agenda.

Motion: Councilor Stevens moved to approve the order of the agenda. Councilor Akervall seconded the motion.

Vote: Motion carried 3-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Excused
Councilor Stevens	Yes
Councilor Lehan	Excused
Councilor Akervall	Yes

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.

None.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

MAYOR'S BUSINESS

- A. Proclamation - Supporting the Designation of April as Parkinson's Awareness Month.
Mayor Knapp read a proclamation declaring the month of April Parkinson's Awareness Month.
- B. Upcoming Meetings
Upcoming meetings were announced by the Mayor as well as the regional meetings he attended on behalf of the City.

COUNCILOR COMMENTS

- A. Councilor Stevens
Announced the following events:
- French Prairie Forum meeting is on, March 21, 2018 at 2:00 p.m., at the OSU North Willamette Research and Extension Center, on Miley Road.
 - Egg Hunt is scheduled for March 31, 2018 at Memorial Park at 10:00 a.m. rain or shine.
 - SMART Spring Walk at Lunch events begin in April. For More information visit Ridesmart.com/walksmart for times and locations.
- B. Councilor Akervall
Mentioned the below events:
- April 5, 2018 the Community Garden registration opens, 8:00 a.m. at the Parks and Recreation administration building.
 - May 12, 2018 is W.E.R.K Day from 9:00 a.m. to 11:30 a.m., those interested should meet at the Community Center.

CONSENT AGENDA

Ms. Jacobson read the titles of the Consent Agenda items into the record.

- A. **Resolution No. 2670**
A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Autumn Park Apartments, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc. (Rodocker)
- B. **Resolution No. 2671**
A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Charleston Apartments, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc. (Rodocker)
- C. **Resolution No. 2672**
A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Creekside Woods LP, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc. (Rodocker)

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

- D. **Resolution No. 2673**
A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Rain Garden Limited Partnership, A Low-Income Apartment Development Owned And Operated By Caritas Community Housing Corporation. (Rodocker)

- E. **Resolution No. 2674**
A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Wiedemann Park, A Low-Income Apartment Development Owned And Operated By Accessible Living, Inc. (Rodocker)

- F. **Resolution No. 2677**
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Alta Planning And Design To Create A Citywide Sign Design And Wayfinding Signage Plan Including Implementation (CIP #3003 And #8118). (Neamtzu)

- G. **Resolution No. 2678**
A Resolution Of The City Of Wilsonville Approving An Agreement With TWV, Inc. (D/B/A Sustainable Cleaning Systems) For The Project Known As Janitorial Services. (Kerber)

- H. **Resolution No. 2681**
A Resolution Of The City Of Wilsonville Approving The Professional Services Agreement With Vertigo Marketing, LLC To Implement The FY 17/18 & 18/19 Tourism Promotion Marketing Plan. (Ottenad)

- I. Minutes of the February 5, 2018; February 22, 2018; and March 5, 2018 Council Meetings.

Motion: Councilor Stevens moved to approve the Consent Agenda. Councilor Akervall seconded the motion.

Vote: Motion carried 3-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Excused
Councilor Stevens	Yes
Councilor Lehan	Excused
Councilor Akervall	Yes

PUBLIC HEARING

- A. **Resolution No. 2675**
A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2017-18.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Ms. Jacobson read the title of Resolution No. 2675 into the record.

Mayor Knapp provided the public hearing format and opened the public hearing at 7:16 p.m.

The staff report was presented by Cathy Rodocker, Assistant Finance Director.

Beginning of staff report Executive Summary.

Oregon's Local Budget Law allows the Council to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. A transfer resolution moves expenditures from one category to another within a specific fund and does not increase the overall budget that was approved during the annual budget process. A supplemental budget adjustment will impact the budget by increasing revenues and/or expenditures. The supplemental adjustment can also recognize expenditures that exceed 10% of the adopted budget expenditures or 15% of the adopted contingency in a fund.

The second budget adjustment for FY2017/18 includes program adjustments and CIP funding requests.

The Code Enforcement position, originally budgeted to the Administration program will be moved to the Planning program in the Community Development Fund. A total of \$20,300 adjustment will be made to recognize this change. The Library program will be reducing various line items totaling \$35,000 to be added to the Library Improvement Project. The funding will be used to add the installation of a set of external doors to the patio, which is currently inaccessible from the building. Additional funding is required in the Parks Maintenance program totaling \$30,000 for an adjustment to the temporary employees and water line items. The excessively warm summer last year resulted in higher than anticipated water usage. The General Fund will also recognize an additional \$99,035 in CIP overhead and the Building Fund and the Community Development Fund will recognize an additional \$14,000 and \$383,585, respectively, in project management fees.

The supplemental also includes additional budget authority and funding for projects as follows:

Water Rate and SDC Study	\$ 25,700	New Project. Water Ops/SDC
WWSP Coordination	50,000	Increased expenses. Water Ops/SDC
WTP Stormwater Outfall Emergency Repair	94,468	New Project. Water Ops
Water SDC Reimbursements/Credits	69,300	Advance Rd Reimb. Water SDC
Boeckman Rd Sanitary Impr-Frog Pond	100,800	New Project. Sewer SDC
Sewer SDC Reimbursements/Credits	242,550	Advance Rd Reimb. Sewer SDC
Kinsman Rd Ext-Barber to Boeckman	665,000	PY Rollover. Streets SDC
Exit 283 Congestion Impr	510,750	Change in scope. Streets SDC/Ops
Boeckman Rd Street Impr-Frog Pond	336,000	New project. Streets SDC
Streets SDC Reimbursements/Credits	1,097,250	Advance Rd Reimb. Streets SDC
Library Improvements	384,535	Additional costs. General Fund

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

City Wide Parks Master Plan Update	22,510	Contract Addendum, Parks SDC
Total Requests	\$3,598,863	

The Beginning Fund Balance for the Street SDC is being restated from estimate to actual for the funding of ongoing projects.

Total Adjustment	\$3,299,632
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The supplemental budget adjustment also includes the following net-zero dollar request transferring budget authority and funding between projects.

Segment 3B Waterline Mitigation Site	\$ 3,000	Prior year billings. Water SDC/Ops
Water Treatment Plant Surge Tank	(1,350)	Water SDC
Annual Water Distribution System	(1,650)	Water Ops
5-Year Monitoring: Barber Rd	31,750	Excess Water Usage, Streets SDC
Signal Improvements	(11,000)	Streets SDC
SI-01&02 Clutter/Grahams Ferry Intersect	(20,750)	Streets SDC
Facilities Plan for I-5	-0-	Move authority between categories
Garden Acres Rd Stormwater System	33,029	New Project. Stormwater SDC
Willamette River Outfalls	(33,029)	Stormwater SDC
Storm Ops Allocation to Charbonneau	-0-	Net zero correction: funding sources
I-5 Undercrossing	97,150	Increased expenses. Parks SDC
Ice Age Tonquin Trail	(86,350)	Parks SDC
Parks SDC Reimbursement Credit	(10,800)	Parks SDC

End of staff report Executive Summary.

In closing, Mayor Knapp invited additional speakers, seeing none he closed the public hearing at 7:23 p.m.

Motion: Councilor Akervall moved to approve Resolution No. 2675. Councilor Stevens seconded the motion.

Vote: Motion carried 3-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Excused
Councilor Stevens	Yes
Councilor Lehan	Excused
Councilor Akervall	Yes

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

CITY MANAGER'S BUSINESS

No Report. The City Manager's report had been previously provided in the Work Session prior to the Council meeting.

LEGAL BUSINESS

No Report. The City Attorney's report had been previously provided in the Work Session prior to the Council meeting.

ADJOURN

Mayor Knapp adjourned the meeting at 7:25 p.m. With an Urban Renewal meeting to immediately follow.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Tim Knapp, Mayor