

**AGENDA**

**WILSONVILLE CITY COUNCIL MEETING  
SEPTEMBER 7, 2017  
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.

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**Executive Session is held in the Willamette River Room, City Hall, 2<sup>nd</sup> Floor**

- 5:00 P.M. EXECUTIVE SESSION [15 min.]**  
A. Pursuant to ORS 192.660 (2)(e) Real Property Transactions  
ORS 192.660(2)(h) Litigation  
ORS 192.660(2)(i) Performance Evaluations of Public Officers and Employees
- 5:15 P.M. REVIEW OF AGENDA [5 min.]**
- 5:20 P.M. COUNCILORS' CONCERNS [5 min.]**
- 5:25 P.M. PRE-COUNCIL WORK SESSION**  
A. Resolution No. 2653 - I-5 Undercrossing Trail Improvement Project, Phase I CIP 9146 – Construction Contract Award (Rappold)  
B. Solid Waste Franchise Agreement Update (Guile-Hinman/Ottenad) **Page 1**
- 6:50 P.M. ADJOURN**
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**CITY COUNCIL MEETING**

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Thursday, September 7, 2017 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on Thursday, August 31 2017. 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

City Council

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- C. Motion to approve the following order of the agenda and to remove items from the consent agenda.

**7:05 P.M. COMMUNICATIONS**

- A. CCSO Behavioral Health Unit (Valentina Muggia and Teal Bohrer)

**7:20 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.

**7:30 P.M. MAYOR'S BUSINESS**

- A. Upcoming Meetings **Page 21**
- B. Letter of Support **Page 22**
- C. City Manager's Contract Renewal

**7:40 P.M. COUNCILOR COMMENTS**

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

**7:50 P.M. CONSENT AGENDA**

- A. Resolution No. 2653 - I-5 Undercrossing Trail Improvement Project, Phase I CIP 9146 – Construction Contract Award (Rappold) **Page 23**

**8:00 P.M. PUBLIC HEARING**

- A. Ordinance No. 808 - Ordinance Amending City Code Chapter 3 - City Property, Public Improvements (Street Lights) (staff – Kerber) **Page 53**
- B. Ordinance No. 809 - Ordinance Revising Public Works Standards – 2195 and Public Works Standard Detail Drawings – 2014 (Street Lights) (Kerber) **Page 64**

**8:30 P.M. NEW BUSINESS**

- A. Resolution No. 2652 - Resolution Adopting Street Light Billing Rate Modification (Kerber) **Page 88**

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

**8:50 P.M. LEGAL BUSINESS**

**9:00 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](mailto:veliz@ci.wilsonville.or.us)



**CITY COUNCIL MEETING  
STAFF REPORT**

<p><b>Meeting Date:</b> September 7, 2017</p>	<p><b>Subject:</b> Solid Waste Franchise Agreement Update</p> <p><b>Staff Member:</b> Mark Ottenad, Public/Government Affairs Director Amanda Guile-Hinman, Assistant City Attorney</p> <p><b>Department:</b> Administration/Legal</p>	
<p><b>Action Required</b></p>	<p><b>Advisory Board/Commission Recommendation</b></p>	
<p><input type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1<sup>st</sup> Reading Date:</p> <p><input type="checkbox"/> Ordinance 2<sup>nd</sup> Reading Date:</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input 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><b>Comments:</b> Providing information and seeking guidance regarding updates to the solid waste franchise agreement based on staff recommendations and research of other cities' and counties' solid waste franchise agreements.</p>	
<p><b>Staff Recommendation:</b> Staff is seeking direction on update to solid waste franchise agreement.</p>		
<p><b>Recommended Language for Motion:</b> N/A</p>		
<p><b>Project / Issue Relates To:</b> <i>[Identify which goal(s), master plans(s) your issue relates to.]</i></p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities Update Solid Waste Franchise Agreement</p>	<p><input type="checkbox"/> Adopted Master Plan(s)</p>	<p><input type="checkbox"/> Not Applicable</p>

**ISSUE BEFORE COUNCIL:**

City Staff seek feedback and confirmation of certain staff recommendations for revising and updating the solid waste collection and disposal franchise agreement with Republic Services, a 2017-19 Administrative Initiative.

**EXECUTIVE SUMMARY:**

This Staff Report recommends changes to key terms to the solid waste collection and disposal franchise agreement between the City and Republic Services (“Franchise Agreement”). Staff seek Council’s direction as to key terms in order to progress in drafting a proposed solid waste franchise agreement. To aid Council’s review of key terms of the current Franchise Agreement, attached as **Attachment A** is a chart comparing the terms of the current Franchise Agreement to other cities’ franchise agreements with solid waste collectors. Cities that are also served by Republic Services are indicated with an \*.

**Recommendation 1: Potential annual adjustment of collection fee.**

Rather than periodically adjusting the collection fees pursuant to a series of factors that are difficult to verify and have resulted in significant increases in collection fees in the past, Staff recommend streamlining and simplifying the collection fee review process by allowing a potential annual fee adjustment based on a standard index, as well as rate adjustments based on extraordinary circumstances, as discussed further below.

Staff acknowledge that Republic Services needs an operating margin to remain sustainable and, based on surveys of other communities, feels that an operating margin of between 8% and 10.5% is reasonable for Wilsonville. If Republic Services’ projected operating margin falls below this range, it could propose a collection fee adjustment. To prevent large fee spikes and to generally keep up with costs, Staff believe it is reasonable for Republic Services to adjust collection fees on an annual basis, based on an index, with an expedited review by the City. Staff proposes that this annual index be the Portland-Salem OR-WA Consumer Price Index (CPI) for All Urban Consumers. No adjustment to rates would be necessary if the adjustment meant the projected operating margin would exceed 10.5%.

This methodology will allow for small increases to ensure an adequate profit margin for Republic Services while ensuring that large increases are unlikely outside extraordinary circumstances. An example of this type of rate adjustment, and accompanying definitions of terms, is provided in **Attachment B** attached hereto. **Attachment B** consists of excerpts from the City of Ashland’s franchise agreement.

**Recommendation 2: Additional collection fee adjustments under extraordinary circumstances.**

In addition to the proposed annual adjustment of the collection fee based on the CPI, collection fees may be adjusted due to extraordinary circumstances outside the control of Republic Services, such as a change in law, change in disposal site, or adjustment to disposal rates by Metro, but only if such extraordinary circumstances cause Republic Services’ annual cost of operations to increase by more than two percent (2%) and reduce Republic Services’ operating margin below eight percent (8%). Allowing for adjustments due to extraordinary circumstances acknowledges that unanticipated events happen, while protecting Republic Services’ Wilsonville

customers from being burdened with increased collection fees for minor fluctuations in Republic Services' operating costs. An example of the extraordinary circumstances adjustment is provided in **Attachment C** attached hereto. **Attachment C** contains excerpts from the City of West Linn's franchise agreement regarding rate adjustments under extraordinary circumstances.

**Recommendation 3: Increasing franchise fee over time.**

Staff recommend increasing the current franchise fee of three percent (3%) of gross revenue to five percent (5%) over a period of four (4) years. In a 2012 survey performed by the League of Oregon Cities, many cities within Oregon collect a higher percentage franchise fee than Wilsonville; the most common percent fee is five percent (5%). See **Attachment D** (the LOC study is from 2012 and so information may be outdated). In addition to being in greater alignment with other Oregon cities, the franchise fee amount of five percent (5%) would mirror that of other City franchises, including electric, natural gas, and cable television. However, adjusting the franchise fee will increase costs to Wilsonville customers, so the adjustment should be made gradually, with a 0.5% increase per year over a period of four (4) years. For each increase of the franchise fee by 0.5%, an additional \$32,000 in annual General Fund revenue is generated.

**Recommendation 4: Franchise term of 10 years.**

Rather than having a three-year rolling term, set a term of 10 years with an option to renew for two additional five-year terms. This will ensure that the City negotiates a new franchise agreement more frequently while still providing continuity and certainty in the services provided. The majority of other cities examined have a 10 year term for their franchise agreements.

The Franchise Agreement will also contain a no-cause early termination clause in the event the City deems it necessary to terminate the Franchise Agreement earlier than the contract term.

**Recommendation 5: Increased insurance requirements.**

Staff recommends increasing insurance coverage as follows: Commercial General Liability coverage of \$5 million per occurrence and \$10 million aggregate; fire damage of \$50,000, and medical expense of \$10,000; Pollution Liability coverage of \$2 million per occurrence and \$6 million aggregate; Business Automobile Liability insurance of \$5 million per occurrence; and Workers Compensation insurance of \$1 million. Because of the age of the current Franchise Agreement, Wilsonville currently only requires \$100,000/\$300,000 personal injury coverage and \$50,000 property damage, with no pollution coverage, which is inadequate liability coverage, well below tort claim limits, and does not meet the City's required insurance levels for other entities contracting with the City.

**Recommendation 6: Adopt administrative rules.**

To implement the franchise, and allowing for changes in laws, regulations, and operations, Staff recommend adopting administrative rules that can be amended by resolution. These rules would cover solid waste collection, recycling, and yard debris services; rates; billing; customer responsibilities; and other rules that explain how the franchise functions within the City. Rather than having to amend the Franchise Agreement, having administrative rules allows the City to be more flexible and responsive to changes in service and types of service offered.

The proposed administrative rules would allow the City to undertake an independent, third-party audit, when deemed appropriate by the City, of Republic Services' Wilsonville franchise operation to determine recoverable costs in comparison to other solid waste haulers in the metro region. The audit cost, currently estimated at approximately \$5,000, would be borne by the City as another way to seek information relevant to the cost of solid waste collection and disposal and, ultimately, rates unless the audit uncovers that Republic Services owes the City a certain amount (to be determined) or greater of the franchise fee, in which case Republic Services will reimburse the City the cost of the audit in addition to paying the unpaid franchise fee.

The administrative rules would also provide a means for the City Council to give policy direction it deems in the public interest, such as differentiation of collection rates based on class of customer (business versus residential) or collection rates on larger garbage bins subsidizing the collection rates on smaller garbage bins to encourage reduction of waste. The total revenue of the collection rates would still be subject to the operating margin.

**Recommendation 7: Negotiate new franchise agreement with Republic Services instead of undertaking a Request for Proposals/Invitation to Bid.**

Staff recommend negotiating a new franchise agreement with Republic Services in lieu of undergoing a Request for Proposals (RFP) or Invitation to Bid (ITB) process due to the time and costs that are required for a RFP or ITB process and because Republic Services is located in Wilsonville, so another competitive proposal or bid is unlikely. ORS 459A.085(3) states that a city "may award or renew a franchise for collection service with or without bids or requests for proposals." This means that the City does not have to undergo an Invitation to Bid or Request for Proposals process.

On February 18, 2016, when Council last considered a rate increase for solid waste collection, Councilor Stevens inquired whether another option might be to look at other companies and get pricing before updating the solid waste franchise agreement. However, the ultimate direction from Council from that meeting was "to work with Republic Services to update the franchise agreement."

In researching other cities' franchise agreements and reaching out to partners in the Portland metro area and in Oregon generally, Staff could not find any example of another city undertaking a bid or request for proposals process when revising their franchise agreements. In fact, Lake Oswego, Troutdale, and Ashland (all sampled in Attachment A) revised their franchise agreements within the last five (5) years without undergoing a bid or request for proposals process.

**BACKGROUND INFORMATION:**

Administrative Directive (1) for 2017-2019 is to "update the solid waste franchise agreement and consider curbside composting options." The City's solid waste franchise agreement was first adopted through Ordinance No. 204 in 1982, over thirty (30) years ago. Some amendments have been made to add recycling services, adjust rates, and update franchisee information, but the original ordinance is still the only legal document that governs the City's solid waste management, and it is clearly outdated. Council decided to prioritize updating the solid waste franchise agreement and examining options for composting.

**EXPECTED RESULTS:**

With Council's direction, Staff will either engage in a request for proposals process or will continue to draft a new solid waste franchise agreement with Republic Services to bring to Council for adoption. Some changes to the Wilsonville Code may be required as a result of redrafting the franchise agreement.

**TIMELINE:**

Staff intends to bring a new solid waste franchise agreement to Council for adoption by the end of calendar year 2017.

**CURRENT YEAR BUDGET IMPACTS:**

There are no budgetary impacts of renegotiating the franchise agreement. If the franchise fee is increased, the General Fund may realize approximately \$32,000 per year for every 0.5% the franchise fee is increased.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: SCole      Date: 8/28/17

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ      Date: 8/30/17

**COMMUNITY INVOLVEMENT PROCESS:**

Staff is in communication with Republic Services and with other government entities regarding key considerations for updating the solid waste franchise agreement.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

Updating the solid waste franchise agreement will provide clearer standards and solid waste service for the community. If Council decides to increase the franchise fee, that fee will likely be passed on to customers.

**ALTERNATIVES:**

Minor updates to critical sections of the current Franchise Agreement to bring it into compliance with current law and more reasonable insurance requirements.

**CITY MANAGER COMMENT:**

**ATTACHMENTS:**

Attachment A: Key Considerations

Attachment B: Excerpts, City of Ashland Franchise Agreement

Attachment C: Excerpt, City of West Linn Franchise Agreement

Attachment D: Excerpt, March 2012 League of Oregon Cities "Utility and Franchise Fee Survey"

## Attachment A Key Considerations

### Annual Collection Fee Adjustment

<b>Wilsonville</b>	None
<b>Ashland</b>	Adjusted annually by resolution equal to % change in January to January CPI for All Urban Consumers, but not to exceed 12% operating margin cap; rates shall be adequate to provide an operating margin equal to 10% of franchise-wide gross revenues, but City does not have to change rates as long as projected gross revenues are between 8% and 12%
<b>Bend</b>	None
<b>Lake Oswego*</b>	None
<b>Portland</b>	City shall set rates sufficient for franchisees to recover projected allowable expenses, operating margin (9.5% of specified revenues net of pass-through expenses), and pass-through expenses
<b>Troutdale</b>	None
<b>West Linn</b>	For years 3, 5, and 7 of contract, calculated by the sum of the monthly collection rate (adjusted up or down to reflect 80% of change in Portland-Salem CPI for 12-month period ending December 31) <u>plus</u> the monthly disposal rate (adjusted up or down to reflect Metro disposal rate effective March 1) <u>plus</u> the franchise fee  For years 2, 4,6, and 8 of contract, franchisee submits rate adjustment that includes forecasted annual cost of operations, profit, and forecasted pass-through expenses
<b>Staff Recommendation</b>	Follow Ashland/Portland model – annual adjustment based on a Consumer Price Index (Ashland uses All Urban Consumers; Republic Services suggests Water and Sewer and Trash collection services); however, adjustment can't be more than 10.5% operating margin; no rate change if operating margin is projected to be between 8% and 10.5%

### Periodic (Extraordinary) Collection Fee Adjustment

<b>Wilsonville</b>	Franchisee requests rate changes; Council determines whether appropriate based on six factors: (1) cost of service; (2) anticipated increases in cost of service; (3) equipment replacement and compliance with laws and regulations; (4) investment of franchisee and value of its business; (5) rates in other cities; (6) public interest in assuring reasonable rates
<b>Ashland</b>	Franchisee notifies city in writing of material change outside of franchisee's control, which change will decrease operating margin below 8% City may undertake any review it deems necessary to validate existence of material change and to estimate its effect on operating margin
<b>Bend</b>	Franchisee applies for adjustment and supplies council "with all information deemed necessary...with respect to the operations of the Franchise in order to make a reasonable and rational decision on the application"

<b>Lake Oswego*</b>	Council determines rate change based on six factors: (1) cost of service; (2) anticipated increases in cost of service; (3) equipment replacement and compliance with laws and regulations; (4) investment of franchisee and value of its business; (5) rates in other cities; (6) other factors deemed relevant
<b>Portland</b>	Extraordinary rate review: if franchisee's operating margin is less than 8.5% or greater than 10.5%
<b>Troutdale</b>	Council may change rates from time to time by resolution; city manager and franchisee will work in good faith to develop and adjust rates to allow a reasonable rate of return; rates shall be adequate to provide an operating margin of 10% of franchise gross revenues, but City not required to change rates if expected operating margin in the reviewed year falls between 8% and 12% of gross revenues
<b>West Linn</b>	Franchisee can request additional adjustments if extraordinary or unanticipated event such as change in law, change in disposal site, or adjustment to disposal rate by Metro that is greater than 2% of franchisee's annual cost of operations
<b>Staff Recommendation</b>	Allow for periodic review based on extraordinary circumstances-a combination of Ashland/West Linn/Portland approaches

### Franchise Fee<sup>1</sup>

<b>Wilsonville</b>	3% of gross receipts
<b>Ashland</b>	5% of gross revenues
<b>Bend</b>	4% of gross receipts
<b>Lake Oswego*</b>	5% of gross receipts
<b>Portland</b>	Up to 8% of gross residential revenues
<b>Troutdale</b>	5% of gross revenues
<b>West Linn</b>	5% of gross revenues
<b>Staff Recommendation</b>	5% of gross receipts

### Franchise Term

<b>Wilsonville</b>	Rolling 3 year term; terminate after notice and running of 3 year term
<b>Ashland</b>	10 years with subsequent rolling 7-year terms; terminate with 90 days' notice prior to renewal date
<b>Bend</b>	Rolling 7-year term; terminate after 6 years from notice
<b>Lake Oswego*</b>	10 years; option to renew franchise for a term of 10 years
<b>Portland</b>	10 years; option to renew franchise for a term of 10 years
<b>Troutdale</b>	8 years
<b>West Linn</b>	Rolling 8-year term; terminate after notice and running of 8-year term
<b>Staff Recommendation</b>	10-year term with option for one 10-year renewal

<sup>1</sup> A comprehensive chart of franchise fees charged by cities throughout Oregon is included with the Staff Report as **Attachment C**. The chart is from the March 2012 League of Oregon Cities "Utility & Franchise Fee Survey."

## Insurance Requirements

<b>Wilsonville</b>	\$100,000 for injury to a single person; \$300,000 to a group of persons; \$50,000 property damage
<b>Ashland</b>	\$100,000/\$300,000/\$100,000; \$1M in aggregate per occurrence
<b>Bend</b>	\$500,000/\$500,000/\$100,000; umbrella coverage of \$2M
<b>Lake Oswego*</b>	\$3M CGL or limit of public body liability under ORS 30.260-30.300, whichever is greater
<b>Portland</b>	\$1M per occurrence for bodily injury and property damage; \$3M annual aggregate limit Workers Comp: as required by State
<b>Troutdale</b>	General Liability: \$4M general aggregate; \$4M products-completed operations aggregate; \$1M personal and advertising injury; \$2M per occurrence Pollution: \$2M pollution insurance Automobile Liability: \$2M for each accident Workers Comp: as required by State Employer Liability: \$2M each accident
<b>West Linn</b>	CGL: \$5M aggregate, \$1M per occurrence for personal injury and property damage Auto Liability: \$5M per accident for injury and property damage Workers Comp: as required by State Employer Liability: \$1M per accident Environmental Impairment Liability: \$5M per occurrence
<b>Staff Recommendation</b>	Insurance should be increased to amount representative of current risks, particularly requiring pollution insurance, employer liability insurance, and a CGL policy

## Administrative Rules

<b>Wilsonville</b>	No
<b>Ashland</b>	Yes
<b>Bend</b>	No
<b>Lake Oswego*</b>	Yes
<b>Portland</b>	Yes
<b>Troutdale</b>	No
<b>West Linn</b>	No
<b>Staff Recommendation</b>	Adopt administrative rules that can be amended through resolution

# **Attachment B**

## **Annual Rate Adjustments**

### **Excerpts from City of Ashland's Franchise Agreement**

#### **The contract provision:**

##### **5.8 Establishment and Modification of Service Rates and Fees**

Except as set forth herein, the City Council may review and set rates on an annual basis by Council resolution that considers the following goals:

- 1) Rates shall be established to the greatest extent practicable on a cost of service basis based on the ordinance established cost allocation methodology.
- 2) Rates shall be adjusted annually by Council resolution equal to the percentage change in the January to January Consumer Price Index for All Urban Consumers (CPI-U) but not to exceed the twelve percent operating margin cap. The City Administrator or designee shall certify the CPI-U rate in writing to Franchisee by March 1 of each year to initiate the rate resolution.
- 3) Rates shall be adequate to provide an Operating Margin equal to ten percent (10%) of Franchise-wide Gross Revenues; however, the City shall not be required to change rates if the expected Operating Margin in the next future year falls between eight and twelve percent of Gross Revenues. The ten percent target return on Gross Revenues is considered sufficient to reflect the level of business risk assumed by the Franchisee, to allow investment in equipment, and to ensure quality collection service.

Accordingly, the City shall have the authority to commission audits, reviews, or analysis of Franchisee Annual Reports to validate submissions. The expected Operating Margin in a future year would incorporate expected inflation factors, and the effect of known or expected increases or decreases in expenses or revenues.

The rates charged by Franchisees shall conform to the most current Council resolution. Prior to implementation, the Council must approve any interim rate for services not included in the current resolution.

#### **Relevant contract definitions:**

##### **Operating Margin**

Gross revenues minus allowable expenses within a given period.

**Gross Revenue**

“Gross Revenue” for any period shall mean:

- 1) Gross accrual-based billings by the Franchisee to customers for services provided under this Franchise;
- 2) The allocated gain on the sale of fixed assets, the depreciation or amortization from which, was an Allowable Expense under the terms of this Ordinance, and refunds, sales proceeds or other reimbursements for any other expense that was an Allowable Expense under this Ordinance, and
- 3) The accrual-based proceeds from the sales of recycled material collected within the Franchise.

**Allowable Expenses**

Those expenses incurred by Franchisee in the performance of this Franchise that are allowed by the City as reimbursable by the ratepayer as enumerated below. Allowable Expenses are allowable only to the extent that such expenses are known and measurable, calculated according to Generally Accepted Accounting Principles (GAAP) on an accrual basis, and comply with the cost allocation methodology contained within this ordinance to the Franchisee's operations within the City, do not exceed the fair market value of comparable goods or services, and are commercially reasonable and prudently incurred by the Franchisee solely in the course of performing its obligations under the Franchise. Allowable expenses shall include but not be limited to the following:

- a. The costs of complying with all laws, regulations or orders applicable to the obligations Franchisees under federal, state or local law, including this ordinance, as well as costs for financial reporting, accounting and regulatory processes associated with or required by this franchise or under law; as now or hereafter amended;
- b. Disposal costs;
- c. Labor costs, including operational and supervisory labor, payroll taxes, workers' compensation, and benefits, as well as third party transportation costs;
- d. Vehicle and equipment expenses, including vehicle registration fees, motor fuel, oil, tires, rental charges and/or operating lease payments and repairs and maintenance;
- e. Expenses of maintaining other capital assets, including rental charges and/or operating lease payments and repair and maintenance, to include container maintenance and repair costs;
- f. Performance bonds and insurance in at least the amounts and coverage's required by the City;

- g. All administrative and management costs and expenses reasonably allocated for the services required under this Franchise, including, but not limited to compensation, management fees, and benefits for officers and employees, payroll taxes, data processing, billing, equipment or facility rental or lease costs, supplies, finance and accounting, administration, human resource and labor management, rate analysis, and regulatory compliance;
- h. Utilities;
- i. Training, worker safety and employee development expenses;
- j. Promotion and public education costs;
- k. Depreciation and amortization of capital assets, including any necessary stand-by or back-up equipment used on a regular and ongoing basis in the provision of services under this Franchise over standardized economic useful lives of the various assets;
- l. Outside professional fees and costs, limited to two percentage points of revenue, unless an extraordinary circumstance exists;
- m. Interest expense, other than interest paid with respect to route or Franchise acquisition, that is not in excess of market rates ordinarily charged for the various types of financing required for purchases or leases;
- n. All surcharges, taxes or fees, other than state or federal income taxes or franchise fees, which are imposed upon the Franchisee or levied by federal, state or local government in connection with Franchisee's provision of collection services under this Franchise;
- o. Direct write-off charges for bad debts; and
- p. Franchise fees assessed by the City.

Allowable expenses as defined above shall be reasonable if they are comparable with the expenses incurred by similarly situated solid waste and recycling collection companies on the West Coast of the United States.

**Unallowable Expenses**

Shall include the following:

- 1) All charitable and political contributions;
- 2) Fines and penalties, including without limitation judgments for violation of applicable laws, incurred by a licensee;
- 3) Payments for services provided by individuals related by blood or marriage or by affiliated companies to a licensee to the extent that such payments exceed the reasonable cost that would be charged by an independent third party to provide the substantially equivalent service;
- 4) Accruals for future unknown regulatory changes;
- 5) Costs associated with purchase of other companies including, but not limited to, employee stock ownership plan payments, goodwill, amortization of goodwill and premiums on key-person life insurance policies;
- 6) Principal or interest payments on the acquisition of solid waste, recyclable materials and yard debris collection routes; the purchase of equipment and/or facilities to the extent that the price includes goodwill or a premium in excess of fair market value at the time of acquisition; State and federal income taxes;
- 7) Fees paid to a Franchisee's Board of Directors;
- 8) Attorney's fees and related expenses resulting from:
  - a. Any judicial proceeding in which the city and a Franchisee are adverse parties, unless the Franchisee is the prevailing party;
  - b. Any judicial proceeding in which a Franchisee is ruled to be liable due to willful misconduct or gross negligence or in violation of law or regulation, excluding judicial proceedings involving traffic accidents;
- 9) Operation of community access recycling depot not physically located or operated in conjunction with the Franchisee's transfer station
- 10) Recycling operations expenses already calculated and incorporated into Franchisee's tipping fees
- 11) Any other expenses defined as "unallowable" and approved by mutual consent of the Franchisee and the council.

## **Attachment C Interim Rate Adjustments**

### **Excerpt from City of West Linn's Franchise Agreement**

**The contract provision:**

#### **7.5 Interim Rate Adjustment**

In the event City directs the Company to change its operations in accordance with Section 3.2.5 of this Agreement or in the event of an extraordinary or unanticipated event including a change in law, a change in Disposal Site, or an adjustment to the Disposal Rate by Metro, and such adjustment is greater than two (2) percent of the Company's annual cost of operations (including Disposal) then the Company or City may submit a request for an interim Rate adjustment. In such case, the Company shall provide City with its calculations of the impact of the change in a format approved by City. Any proposed change in the approved Rates shall be subject to City review and approval. Nothing in this section shall be construed to require City to accept Company's calculations as correct.

LEAGUE OF OREGON CITIES

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# UTILITY & FRANCHISE FEE SURVEY

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MARCH 2012



Published by the League of  
Oregon Cities

**TABLE 7: SOLID WASTE FRANCHISE AGREEMENTS**

City	Garbage Provider	Fee/Tax		
		Type	Rate	Revenue FY2010-11
Adams	Humbert Refuse & Recycling	Franchise Fee	2%	\$486
Amity	Western Oregon Waste	Franchise Fee	5%	\$4,170
Ashland	Ashland Sanitary Services	Franchise Fee	5%	\$135,553
Astoria	Western Oregon Waste	Franchise Fee	10%	\$286,344
Athena <sup>1</sup>	Humbert Refuse & Recycling	Franchise Fee	2%	\$2,340
Aurora	Allied Waste Service	Franchise Fee	5%	\$7,676
Baker City	Baker Sanitary Service Inc.	Franchise Fee	5%	\$42,707
Bandon	Bandon Disposal	Franchise Fee	5%	\$32,026
Banks	Swatco Garbage	Franchise Fee	3%	\$7,102
Bay City	R. Sanitary Service	Franchise Fee	2%	\$2,869
Beaverton	Aloha Garbage	Franchise Fee	4% Residential 5% Commercial	\$10,855
	Alwin/Biomed of Oregon	Franchise Fee	4% Residential 5% Commercial	\$4,310
	Garbarino Disposal	Franchise Fee	4% Residential 5% Commercial	\$20,243
	Pride Disposal	Franchise Fee	4% Residential 5% Commercial	\$486
	Valley Garbage and Recycling	Franchise Fee	4% Residential 5% Commercial	\$45,328
	Walker Garbage	Franchise Fee	4% Residential 5% Commercial	\$12,464
	Waste Management	Franchise Fee	4% Residential 5% Commercial	\$591,715
	West Slope Garbage	Franchise Fee	4% Residential 5% Commercial	\$5,105
Bend	Bend Garbage Company	Franchise Fee	4%	\$245,070
	Waste Connections Inc.	Franchise Fee	4%	\$235,900

<sup>1</sup> The revenue total is for calendar year 2010.

City	Garbage Provider	Fee/Tax		
		Type	Rate	Revenue FY2010-11
Brownsville <sup>2</sup>	Sweet Home Sanitation	In-Kind Service	N/A	N/A
Canby	Canby Disposal	Franchise Fee	5%	\$60,000
Cannon Beach	Western Oregon Waste	Franchise Fee	20.11%	\$19,144
Clatskanie	Clatskanie's Sanitary Service	Franchise Fee	5%	\$15,774
Columbia City	Environmental Waste-Hudson Garbage Service	Franchise Fee	5%	\$8,757
	Waste Management of Oregon	Franchise Fee	5%	\$391
Coos Bay	Coos Bay Sanitary Service	Franchise Fee	5%	\$75,496
	Les' Sanitary Services Inc.	Franchise Fee	5%	\$68,689
Coquille	Wadsworth Garbage	Flat Rate	N/A	\$1,500
Cornelius	Cornelius Disposal	Franchise Fee	4%	\$28,076
Corvallis	Allied Waste	Franchise Fee	5%	\$383,701
Cottage Grove	Cottage Grove Garbage Service	Franchise Fee	3.5%	\$40,280
Dallas	Allied Waste (Dallas Disposal)	Franchise Fee	7%	\$60,000
Damascus <sup>3</sup>	Hoodview Disposal & Recycling	Franchise Fee	5%	\$0
	Waste Management	Franchise Fee	5%	\$0
Dayton	Western Oregon Waste	Franchise Fee	3%	\$4,653
Depoe Bay	North Lincoln Sanitary Service	Franchise Fee	5%	\$7,516
Dundee	Waste Management	Franchise Fee	3%	\$8,732
Eagle Point	Southern Oregon Sanitation	Franchise Fee	7%	\$57,784
Echo	Sanitary Disposal	Franchise Fee	3%	\$1,535
Elgin	City Garbage Service	Franchise Fee	3%	\$4,323
Estacada	Dan Walker Disposal Service Inc.	Franchise Fee	5%	\$22,075
	American Sanitary Service Inc.	Franchise Fee	5%	\$1,772
Eugene	Licensed Haulers (the licenses are limited to a total of 8)	Licenses	2.5% Residential 6% Commercial minimum fee of \$1,000	\$612,841
Fairview	Twelve Mile Disposal	Franchise Fee	5%	\$38,990
Falls City	Allied Waste	Franchise Fee	Not Available	\$2,797

<sup>2</sup> The city receives various services in lieu of franchise fees.

<sup>3</sup> Voters removed the 5% franchise fee from telephone, cable and solid waste in 2008.

City	Garbage Provider	Fee/Tax		
		Type	Rate	Revenue FY2010-11
Florence	Central Coast Disposal	Flat Rate	Flat fee + by units	\$4,131
	County Transfer & Recycling	Flat Rate	Flat fee + by units	\$4,866
Forest Grove	Waste Management	Franchise Fee	5%	\$139,663
	Bio-Med	Franchise Fee	5%	\$622
Grants Pass	Allied Waste	Franchise Fee	5%	\$201,993
	Southern Oregon Sanitation	Franchise Fee	5%	\$54,108
Halfway	LaRue Sanitary Services	Flat Rate	N/A	\$720
Halsey	Sweet Home Sanitation	In-Kind Service	N/A	N/A
Harrisburg	Allied Waste	Franchise Fee	4.5%	\$15,000
Hermiston <sup>4</sup>	Sanitary Disposal	Franchise Fee	2%	\$227,104
Hillsboro	Aloha Garbage	Franchise Fee	3%	\$21,048
	Cornelius Disposal	Franchise Fee	3%	\$30,847
	Garbarino	Franchise Fee	3%	\$84,538
	Hillsboro Garbage	Franchise Fee	3%	\$220,536
	Valley West	Franchise Fee	3%	\$53,030
	Washington County Drop Box	Franchise Fee	3%	\$19,202
Hines	C & B Sanitary	Franchise Fee	3%	\$2,977
Hood River	Waste Connections Inc.	Franchise Fee	5%	\$43,005
Hubbard	Allied Waste	Franchise Fee	5%	\$18,999
Independence	Brandt's Sanitary Service	Franchise Fee	7%	\$58,136
Jacksonville	Rogue Disposal	Franchise Fee	6%	\$1,997
Jefferson	Pacific Sanitation	Franchise Fee	2%	\$7,287
John Day	Clark's Disposal Inc.	Franchise Fee	3%	\$5,885
Joseph	Rahn's Sanitation	Not Available	Not Available	\$250
Keizer	Valley Recycling & Disposal	Franchise Fee	5%	\$85,480
	Loren's Sanitary Service	Franchise Fee	5%	\$106,985
Klamath Falls	Waste Management	Franchise Fee	5%	\$159,423
La Grande	City Garbage	Franchise Fee	3%	\$50,527
Lafayette	Western Oregon Waste	Franchise Fee	3%	\$7,933
Lebanon	Republic Services	Franchise Fee	4%	\$84,686
Lincoln City	Dunn Leblanc Inc.	Franchise Fee	5%	\$66,060

<sup>4</sup> This franchise agreement also includes a 11% billing and collection fee.

City	Garbage Provider	Fee/Tax		
		Type	Rate	Revenue FY2010-11
Lowell	Star Garbage	Flat Rate	N/A	\$300
	County Recycling and Transfer	Flat Rate	N/A	\$300
Lyons	Pacific Sanitation	Franchise Fee	3%	\$4,677
Madras	Madras Sanitary Service	Franchise Fee	5%	\$57,114
Manzanita	Western Oregon Waste	Franchise Fee	5%	\$9,042
Maupin	Mel's Sanitation Service	Franchise Fee	0%	\$0
McMinnville	Western Oregon Waste	Franchise Fee	3%	\$125,152
Milwaukie	Allied Waste	Franchise Fee	5%	\$166,360
Monmouth	Brandt's Sanitary Service	Franchise Fee	7%	\$62,181
Myrtle Point	J & L Sanitation	Flat Rate	N/A	\$100
Nehalem	Western Oregon Waste	Franchise Fee	5%	\$2,305
Newberg	Waste Management of Oregon	Franchise Fee	3%	\$77,748
North Bend	North Bend Sanitation	Franchise Fee	5%	\$92,172
Oakridge	Oakridge Sani-Haul	Franchise Fee	5%	\$14,557
Ontario	Ontario Sanitary Service	Franchise Fee	5%	\$80,000
Oregon City	B & B Leasing	Franchise Fee	4%	\$181,071
Philomath	Allied Waste of Corvallis	Franchise Fee	5%	\$26,293
Phoenix	Rogue Disposal	Franchise Fee	6%	\$33,757
Portland	19 companies total	Franchise Fee	5%	\$2,494,154
Reedsport	Southern Oregon Sanitation	Franchise Fee	Not Available	\$7,000
Rivergrove	Allied Waste	Franchise Fee	Not Available	\$106
Rogue River <sup>5</sup>	Southern Oregon Sanitation	In-Kind Service	N/A	N/A
Roseburg	Roseburg Disposal	Annual License	N/A	\$30,000
Salem	BGL Suburban Garbage Service	Franchise Fee	5%	\$80,955
	D&O Garbage Service	Franchise Fee	5%	\$188,229
	Loren's Sanitary Service	Franchise Fee	5%	\$20,082
	Pacific Sanitation	Franchise Fee	5%	\$74,323
	Republic Services	Franchise Fee	5%	\$629,671
	Valley Recycling & Disposal	Franchise Fee	5%	\$77,608
Sandy	Hoodview Disposal & Recycling	Franchise Fee	3%	\$37,791
Seaside	Western Oregon Waste	Franchise Fee	3%	\$45,063

<sup>5</sup> The city receives services in-lieu-of a franchise fee.

City	Garbage Provider	Fee/Tax		
		Type	Rate	Revenue FY2010-11
Shady Cove	Southern Oregon Sanitation	Franchise Fee	7%	\$23,199
Sheridan	Western Oregon Waste-Recology	Franchise Fee	3%	\$15,743
Sherwood	Pride Disposal	Franchise Fee	5%	\$129,586
Silverton	Allied Waste	Franchise Fee	5%	\$70,175
Sodaville	Allied Waste	Franchise Fee	4%	\$1,120
Springfield	Sanipac	Franchise Fee	7%	\$340,741
St. Helens	Waste Connections (Hudson)	Franchise Fee	5%	\$55,303
	Waste Management (Transfer Station)	Franchise Fee	5%	\$9,079
Stayton	Allied Waste	Franchise Fee	5%	\$57,521
Sutherlin	Sutherlin Sanitary	Franchise Fee	3%	\$13,800
Sweet Home	Waste Connections Inc.	Franchise Fee	3%	\$30,000
Tangent	Allied Waste	Privilege Tax	7%	\$13,061
The Dalles <sup>6</sup>	The Dalles Disposal	Franchise Fee	3%	\$65,877
Tigard	Pride Disposal	Franchise Fee	4%	\$285,594
	Waste Management	Franchise Fee	4%	\$82,385
	Republic Services	Franchise Fee	4%	\$984
Toledo	Dahl Disposal Services	Franchise Fee	5%	Not Available
Troutdale	Waste Management of Oregon	Franchise Fee	5%	\$122,449
	Waste Management of Oregon	Privilege Tax	\$65/ton	\$56,310
Tualatin	Allied Waste	Franchise Fee	3%	\$128,092
	Bio-Med	Franchise Fee	3%	\$2,739
	Rossman Sanitary Service	Franchise Fee	3%	\$9,026
Turner	Pacific Sanitation	Franchise Fee	3%	\$7,409
Umatilla	Sanitary Disposal	Franchise Fee	5%	\$23,350
Veneta	Sanipac	Franchise Fee	5%	\$15,472
Waterloo	Albany/Lebanon Sanitation	Franchise Fee	4%	\$450
West Linn	Waste of West Linn	Franchise Fee	5%	\$103,189
Willamina	Western Oregon Waste	Franchise Fee	3%	\$7,220
Wilsonville	United Disposal/Allied Waste	Franchise Fee	3%	\$120,160
Winston	Winston Sanitary	Franchise Fee	3%	\$4,678
Wood Village	Waste Management of Oregon	Franchise Fee	5%	\$25,690

<sup>6</sup> The city also charges a fee of \$100 per vehicle annually.

City	Garbage Provider	Fee/Tax		
		Type	Rate	Revenue FY2010-11
Woodburn	Allied Waste	Franchise Fee	3%	\$169,330
Yachats	Dahl Disposal Services	Franchise Fee	3%	\$6,953

## **CITY COUNCIL ROLLING SCHEDULE**

### **Board and Commission Meetings 2017**

**Items known as of 08/30/17**

#### **September**

<b>DATE</b>	<b>DAY</b>	<b>TIME</b>	<b>EVENT</b>	<b>LOCATION</b>
9/13	Wednesday	1:00 p.m.	Wilsonville Community Seniors Inc. Advisory Board	Community Center
9/13	Wednesday	6 p.m.	Planning Commission	Council Chambers
9/11	Monday	6:30 p.m.	DRB Panel A	Council Chambers
9/18	Monday	7 p.m.	City Council Meeting	Council Chambers
9/25	Monday	6:30 p.m.	DRB Panel B	Council Chambers
9/26	Tuesday	6 p.m.	French Prairie Bridge Task Force Meeting #3 - CANCELLED	Willamette River I & II
9/27	Wednesday	6:30 p.m.	Library Board	Library

#### **October**

<b>DATE</b>	<b>DAY</b>	<b>TIME</b>	<b>EVENT</b>	<b>LOCATION</b>
10/2	Monday	7 p.m.	City Council Meeting	Council Chambers
10/9	Monday	6:30 p.m.	DRB Panel A	Council Chambers
10/11	Wednesday	6 p.m.	Planning Commission	Council Chambers
10/12	Thursday	4:30 p.m.	Park and Recreation Advisory Board	Park and Recreation Administrative Offices
10/16	Monday	7 p.m.	City Council Meeting	Council Chambers
10/23	Monday	6:30 p.m.	DRB Panel B	Council Chambers
10/25	Wednesday	6:30 p.m.	Library Board	Library

#### **Community Events**

9/9 Wilsonville Community Emergency Preparedness Fair



July 17, 2017

South Lake Park Project Manager  
Willamette United Football Club  
19995 SW Stafford Road Suite C  
West Linn, OR 97068

To Whom It May Concern,

On behalf of the Wilsonville City Council, I am writing to express the City's support for Willamette United Football Club's proposed South Lake Park Project to build synthetic-turf athletic fields and indoor training area on Borland Road.

While the proposed facility is not in Wilsonville, our community has a great need for additional artificial turf fields. Many of our different local sport teams struggle to find year-round turf fields to play on throughout the year. We believe your proposed project will help address this need by providing three all-weather turf fields with lights.

In addition to providing improved year round access to athletic fields, your project will also help draw visitors in from outside the region for games and tournaments. This benefits our local economy by increasing the overnight stays in our local hotels and increases patronage to local restaurants and other small businesses that benefit from tourism.

A great example of how sports tournaments can drive economic development is the annual Mount Hood Challenge Soccer Tournament in early August that WUFC hosts where 500–600 teams come to our region and infuse millions of dollars into our local economy. This project will bring more fields to our area so we can host even more of the tournament games locally and during other times of the year as well.

The City Council also appreciates the club's proposed Willamette United Leadership Program that will be run out of the new facility where young athletes will be provided leadership training to become strong leaders on and off the field.

Thank you for tackling this complex project. We support your efforts to secure the required funding and approvals needed to build the proposed complex.

Sincerely,

Mayor Knapp  
City of Wilsonville



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> September 7, 2017		<b>Subject: Resolution No. 2653</b> I-5 Undercrossing Trail Improvement Project, Phase I CIP 9146 – Construction Contract Award  <b>Staff Member:</b> Kerry Rappold, Natural Resources Manager  <b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b>	
<b>Staff Recommendation:</b> Staff recommends that Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.			
<b>Project / Issue Relates To:</b> <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>			
<input checked="" type="checkbox"/> Council Goals/Priorities Multi-Modal Transportation Network	<input checked="" type="checkbox"/> Adopted Master Plan(s) Bicycle and Pedestrian Master Plan	<input type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

A City of Wilsonville resolution approving the public bid process, accepting the lowest, responsible bidder, and awarding a construction contract to 3Kings Environmental, Inc. in the

amount of \$254,591.90 for the construction of the I-5 Undercrossing Trail Improvement Phase I project.

**EXECUTIVE SUMMARY:**

The I-5 Undercrossing Trail Improvement Phase 1 project will include improvements to the existing trail pavement, adding stormwater conveyance and treatment systems, conduit for future lighting, landscaping, and compliance with ADA requirements. Phase 2, which is currently being designed, will extend the trail to the west across the property added to Boones Ferry Park. This trail design will be incorporated into the update of the Boones Ferry Master Plan. A map of the Phase 1 project location is provided in Attachment A.

The Bicycle and Pedestrian Master Plan, adopted December 2006, included the project in the off-street trail capital improvement plan. This project was approved for funding in the City's adopted FY 2016-17 budget as the I-5 Undercrossing Trail (CIP No. 9146).

The City received six (6) bids by the August 10, 2017 deadline (see Attachment B for bid summary), of which 3Kings Environmental, Inc. submitted the lowest, responsive bid.

**EXPECTED RESULTS:**

Reconstruct and improve an existing trail linking Memorial Park to Boones Ferry Park.

**TIMELINE:**

Construction is expected to begin September 11, 2017 with a final completion scheduled for November 30, 2017.

**CURRENT YEAR BUDGET IMPACTS:**

Project #9146 is currently funded through Parks SDC fees. The adopted FY 2017-18 Wilsonville budget includes \$249,700.00 for design, construction, contract administration, and overhead for the project. A supplemental budget request to carry over unspent project funds in the amount of \$80,000 from the FY 2016-17 budget is scheduled for the City Council on September 18, 2017. These funds are necessary to fully fund the current contract amount and also prepare for Phase 2 of the project. Additionally, \$20,000 in General Fund is being requested in the upcoming supplemental for CIP project #8093 in order to include appropriate fiber conduits and vaults within this project.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: SCole      Date: 8/30/17

**LEGAL REVIEW / COMMENT:**

Contract acceptable. Note that land required for Phase II is not yet secured. Date 8/31/17

**COMMUNITY INVOLVEMENT PROCESS:**

A letter will be sent to the surrounding neighborhoods informing them of the trail closure during construction and the improvements to be completed.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY** (businesses, neighborhoods,

protected and other groups):

The project will improve the existing trail and address compliance with ADA requirements. The Wilsonville community will benefit from the project by using and enjoying an improved trail connection.

**ALTERNATIVES:**

Not applicable.

**CITY MANAGER COMMENT:**

**ATTACHMENTS:**

- A. Project Location Map
- B. Bid Summary
- C. Construction Contract

# Attachment A

## Project Limits





# ATTACHMENT B

## BID SUMMARY

**Project:** I-5 Undercrossing Trail Improvement Phase 1

**CIP No:** 9146

**File No:** 14 05 002

**Bid Date:** August 10, 2017 @ 2:00 PM

Open Order	Bidder	Envelope Marked	First Tier Sub-Con.	Bid Security Amount	Bid Security Type	Proposal Complete	Addenda	Proposal Signed	Pre-Qualify	Bid Amount:	Rank
	Contractor Name	Y/N	Y/N	%	Check /Bond	Y/N - Why?	Y/N	Y/N	Y/N		DQ?
--	Engineer's Estimate									\$282,649.25	
1	3Kings Environmental, Inc.	Y	Y	10%	Bond	Yes	Y	Y	Y	\$254,591.90	1
2	Banzer Construction Co.	Y	Y	10%	Bond	Yes	Y	Y	Y	\$286,231.00	2
3	Benchmark Contracting	Y	Y	10%	Bond	Yes	Y	Y	Y	\$316,681.00	4
4	Bill Erickson Heavy Construction, Inc.	Y	Y	10%	Bond	Yes	Y	Y	Y	\$299,056.00	3
5	Paul Brothers, Inc.	Y	N	10%	Bond	Yes	Y	Y	Y	\$323,531.00	DQ
6	P.C.R. Inc.	Y	N	10%	Bond	No	Y	Y	Y	\$349,986.50	DQ

**CITY OF WILSONVILLE  
CONSTRUCTION CONTRACT (CIP #9146)  
I-5 UNDERCROSSING TRAIL IMPROVEMENT**

This Construction Contract for the I-5 Undercrossing Trail Improvement Project (“Contract”) is made and entered into on this \_\_\_\_ day of August, 2017 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **3 Kings Environmental, 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 I-5 Undercrossing Trail Improvement Project, dated July 21, 2017, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; 2015 City of Wilsonville Public Works Standards; City of Wilsonville Special Provisions; Project Specific Special Provisions; Oregon Department of Transportation 2015 Oregon Standard Specifications for Construction; Special Provisions to ODOT Standards; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

## **Section 2. Term**

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than November 30, 2017, unless earlier terminated in accordance herewith or in the event of an extension of time, 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 31, 2017, and at Final Completion by November 30, 2017. 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 I-5 Undercrossing Trail Improvement 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. Contractor will not be responsible for delay damages (“Liquidated 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.

3.4. 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.

3.5. 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 a unit price not to exceed amount of TWO HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED NINETY-ONE DOLLARS AND NINETY CENTS (\$254,591.90) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor’s unit prices and rates are set forth in the Contract Documents.

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. Unless expressly set forth in the Contract Documents as a reimbursable expense item that is not included in the Contract Sum of **Subsection 4.1**, or as an additional charge for which a written Change Order has been approved, in accordance with **Subsection 4.2** and the requirements of **Section 23**, Contractor shall only be entitled to the Contract Sum specified in **Subsection 4.1**.

4.4. 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**.

4.5. 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.

4.6. 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.

4.7. Contractor’s unit prices and the 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.

4.8. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the Specifications and Contract Documents and in ORS 279C.570.

## **Section 5. Prevailing Wages**

This is a Contract for a Public Works Project (“Contract”), 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 currently be found at the following website address: [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](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 Kerry Rappold. 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 Dennis Annotti. 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. Those required provisions include but are not limited to all of the following:

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.

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 contracting agency 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.

14.25. References to "subcontractor" mean a subcontractor at any tier.

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

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

### FEDERAL AGENCIES:

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

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

### STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts  
Port Districts  
County Service Districts  
Water Districts

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

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

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

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

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

**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. 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.

17.3.4. 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.

17.3.5. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, and Excess Liability Policy(ies), as applicable, will be provided by endorsement. Additional insured coverage shall be for both on-going 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.

17.3.6. 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, 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. Landscaping Bond. Contractor shall also maintain a two (2) year Landscape Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, for maintenance and replacement of all landscaping material in accordance with **Public Works Standards Section 201.10.03**. The landscape maintenance bond shall be for 10% of the amount required to maintain and replace the landscaping installed with the Project. At the one-year time frame in the maintenance period, the City shall perform an inspection of the landscaping and provide Contractor with a landscape replacement list. Contractor shall have 30 days to replace landscaping, as directed, and warranty all new landscaping for an additional two (2) year maintenance period.

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. 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 plant material, for a period of two (2) years from the date of Final Acceptance of all Work.

19.2. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work for a period of two (2) years from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing 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 with only minor punch list items remaining that do not significantly impact public use. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within 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 31, 2017 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 Three Hundred Dollars (\$300) 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 30, 2017, or any proper extension thereof granted by the City, Contractor shall pay the City Six Hundred Dollars (\$600) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment.

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

### **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. Even if the parties agree to mediation or arbitration, the City may still request immediate equitable remedies of either specific performance or injunctive relief to occur while mediation or arbitration is pending or ongoing. The parties will otherwise agree to abate the court case pending resolution.

## 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. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to drawings, photographs, maps, surveying records, mylars, data generation, papers, diaries, and inspection reports, 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.

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: Kerry Rappold  
   29799 SW Town Center Loop East  
   Wilsonville, OR 97070

To Contractor:            3 Kings Environmental, Inc.  
   Attn: Dennis Annotti  
   1311 SE Grace Avenue, Suite 101  
   PO Box 280  
   Battleground, WA 98604

## 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:**

3 KINGS ENVIRONMENTAL, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No.91-1724720

**CITY:**

CITY OF WILSONVILLE

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

APPROVED AS TO FORM:

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

**RESOLUTION NO. 2653**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH 3KINGS ENVIRONMENTAL, INC. FOR THE I-5 UNDERCROSSING TRAIL IMPROVEMENT PHASE I PROJECT (CAPITAL IMPROVEMENT PROJECT #9146).**

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #9146, known as I-5 Undercrossing Trail Improvement Phase I project (the Project); and

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

WHEREAS, six bids were received and opened on August 10, 2017, and 3Kings Environmental, Inc. submitted a bid of \$254,591.90 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and 3Kings Environmental, Inc. submitted the lowest responsive and responsible bid.
2. The City of Wilsonville acting as the Local Contract Review Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with 3Kings Environmental, Inc. for a stated value of \$254,591.90.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7<sup>th</sup> day of September 2017, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Kimberly Veliz City Recorder

**SUMMARY OF VOTES:**

Mayor Knapp

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> September 7, 2017		<b>Subject: Ordinance No. 808</b> Ordinance Amending City Code Chapter 3 - City Property, Public Improvements (Street Lights)	
		<b>Staff Member:</b> Delora Kerber, Public Works Director <b>Department:</b> Public Works	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input checked="" type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: 9/7/17 <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		<b>Comments:</b>	
<b>Staff Recommendation:</b> Staff recommends that Council adopt Ordinance No. 808.			
<b>Recommended Language for Motion:</b> I move to approve Ordinance No. 808.			
<b>Project / Issue Relates To:</b> <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>			
<input checked="" type="checkbox"/> Council Goals/Priorities Safe, Health, and Aesthetically Pleasing Community	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

City of Wilsonville Ordinance updating City Code Chapter 3 - City Property - Public Improvements Regarding Street Lights.

**EXECUTIVE SUMMARY:**

In 1974 through [Ordinance No. 41](#), the City created street light improvement districts for the installation, maintenance, and invoicing of costs for street lights.

Via [Ordinance No. 304](#), adopted in 1986, the street light districts were reorganized into street light types, with the requirement that luminaries be only Sodium Vapor and provided under the Portland General Electric (PGE) Option A maintenance plan.

Since the last update to this Section of the Code, both technology and processes related to street lights have changed.

The City desires to install light emitting diode (LED) lights for new street light installations and the Code must, therefore, be updated to provide flexibility in the kind of luminaries to be used.

In 2000, the City bought street lights and poles from PGE and moved to PGE’s Option B maintenance plan, where the City owns the street lights and PGE maintains and energizes them.

With the installation of new LED lights, maintenance will move to PGE’s Option C plan, where the City owns and maintains the street lights and PGE only provides energy. Thus, the City Code should be updated to reflect current and anticipated future practices related to maintenance of street lights.

For consolidation and clarity, it is recommended the new Code reference the Public Works Standards for the various Street Light Types and Lighting Districts.

The Street Light Billing section of the proposed updated Code has been changed to reflect the current City practice related to utility billing.

The sections of the Code related to Street Light Infill and Street Lighting Fund both need to be modified to follow existing processes.

Suggested Code modifications are complementary to the proposed revisions of the Public Works Standards, Section 201.9.00, and amendments to Resolution Nos. 881 and 1473.

**EXPECTED RESULTS:**

Adoption of this Ordinance will support the installation of dark-sky friendly LED street lights on new public capital improvement and private development projects within the City.

**TIMELINE:**

An Ordinance adopting the updated City Code Chapter 3.200 through 3.204 will be presented to City Council for consideration at the September 7, 2017 meeting. If approved, the City Council will hear the second reading at its September 18, 2017 meeting.

Thirty days after adoption, the updated Chapter 3 will be enacted for new capital and private development projects within the City.

**CURRENT YEAR BUDGET IMPACTS:**

There are no budget impacts related to this Ordinance. The idea is to save costs over time in the future.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: SCole      Date: 8/28/17

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ      Date: 8/25/17

**COMMUNITY INVOLVEMENT PROCESS:**

Public review and comment will occur as part of the public hearing process associated with City Council consideration of the Ordinance adopting the updated Standards.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

Adoption of the updated City Code Sections 3.200 through 3.204 will support the installation of dark-sky friendly LED street lights as part of the City's public infrastructure.

Advantages of using LED lights are that they have a longer life span than traditional lights and thus require less maintenance, and LED lights are more energy efficient and consume less electricity. On the other side, there are some who believe LED lights are more detrimental to wildlife but, for that reason, the City has elected to use the 3,000 Kelvin Color Lights, which are similar to the high pressure sodium currently in use.

**ALTERNATIVES:**

Do not amend the Wilsonville Code, leaving Sections 3.200 – 3.204 as is, and/or do not repeal Ordinance Nos. 41 and 304.

**CITY MANAGER COMMENT:**

**ATTACHMENTS:**

- A. Redline changes to Code Sections 3.200 – 3.204
- B. Ordinance No. 808, with attachment

## EXHIBIT A

### WILSONVILLE CODE

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#### PUBLIC IMPROVEMENTS

##### 3.200 Street Lighting Types-

(1) Each property in the City shall be included in a Street Light Type and Lighting District as defined by the Public Works Standards or Neighborhood Design Standards, if approved by City Council to deviate from the Public Works Standards-adopting Resolution.

(2) New street lights to be installed within the eCity shall be dark-sky friendly and as specified in the City's current Public Works Standards and Detail Drawings, as amended, from time to time. ~~only Sodium Vapor or equivalent luminaries as approved by Council and as provided under Option A of the Portland General Electric Tariff Schedule 91. Any modifications from Option A lighting must first be approved by the City Council.~~

~~(3) Application for street lighting service shall be defined in the adopting resolution for rates and installation procedures.~~

##### 3.201 Street Light – Infill

The City will install street lighting in any area of the city where the City deems it appropriate for safety and visibility. Monthly street lighting costs shall be paid by the adjacent property owners or homeowners association, unless the City determines, in its sole discretion, that the City will pay for it.

##### 3.202 Street Light – Rates

~~(4) The City Council shall, by resolution, adopt the rate structure for each Street Lighting Type and Lighting District. The rate shall be based on the total street lighting costs, including but not limited to energy, installation, maintenance, repair, replacement, administration, and billing of the program and shall follow standard utility rate-making practices. ~~as billed by the Company, including any maintenance costs incurred by the city, plus fifteen percent (15%) for the city's administrative costs, shall be added to the proportionate rate for each Street Lighting Type. The billing frequency shall be stated as part of the resolution. The property owner's share of street lighting costs shall be stated separately and included as a part of the city's bill for sewer and/or water utilities. If the owner is not billed for sewer and/or water, a separate bill shall be sent.~~~~

##### 3.203 Street Light – Billing

(1) Billing frequency shall correspond to the City's overall utility billing schedule or other such accounts receivable schedule as the Finance Director or designee deems appropriate.

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## EXHIBIT A

### WILSONVILLE CODE

- (2) The property owner's share of street lighting costs shall be stated separately but will be included as a part of the City's combined utility bill. If a property owner is not billed for sewer and/or water, a separate bill for street lighting costs will be generated.
- (3) For customers that pay a combined City utility bill, in the event the bill is not paid in full and funds received by the City for utility billings are therefore inadequate to satisfy all of the water, sewer, stormwater, streetlight, roads maintenance fees and other fees or utility charges that may be included, credit shall be given first to the road maintenance fee, second to the sewer service charges, third to the stormwater charges, fourth to the street light charges, fifth to the other fees or utility charges, and lastly the charges for water service.
- (4) A bill is delinquent if payment in full is not received within 15 business days of the billing date or as otherwise may be specified on the utility bill. Delinquent bills are subject to additional fees and penalties, plus all remedies outlined in Subsection (5).
- (5) The City may institute any necessary legal proceedings to enforce the provisions of the Ordinance, including but not limited to water shut-off, collection of charges owing, plus interest and/or late charges on any delinquent amount as provided on the utility bill. The City may also lien the property for amounts owing. The City's enforcement remedies are cumulative.

~~(5) — Any street lighting billing which is 30 days delinquent shall receive a notice of delinquency. If said billing is not paid within fifteen (15) days of said notice, the City Recorder shall enter in the Docket of the City Liens a statement of the amounts billed upon each particular lot, parcel of land or portion thereof, the name of the owners and the date of entry. Upon such entry in the Lien Docket, the amount so entered shall become a lien and charge upon the respective lots, parcels of land, or portions thereof, against which such billing has been entered as a lien for such street lighting. All such liens of the City shall be superior and prior to all other liens or encumbrances on property insofar as the laws of the State of Oregon permit except other City of Wilsonville liens. Interest shall be charged at such rate per annum as shall be determined by the City Council on all amounts not paid within fifteen (15) days from the date of the notice of delinquency. After expiration of thirty (30) days from the date of such entry of lien on the Docket of Liens, the City may proceed to foreclose or enforce collection of the billing in the manner provided by the general law of the State of Oregon. (Modified by Ordinance #304 — October 7, 1986).~~

#### ~~3.202 — Street Lighting — Contract by Council.~~

~~The Council may, on its own motion, request of and make a contract with the Company for street lighting service for any area of the City and notwithstanding the fact that the property owners or residents of that area have not requested such service. In such cases, the City's street lighting costs for those areas shall be paid as a general expense of the City with funds which are allocated for that purpose.~~ [dk1: Revised and moved to Section 3.201 Street Light – Infill]

**EXHIBIT A**

**WILSONVILLE CODE**

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3.204 Street Lighting - Fund

A street light fund has been established. Revenues collected for street lighting are dedicated to the City's street light fund and are used exclusively to fund the street light program. In the event that street light fees collected are insufficient to fund the street light program, a street light rate review will commence to ensure rates are sufficient to fund the program. The City Recorder shall establish and maintain a "Street Lighting Fund" for deposit of the City's receipts from street lighting bills and for payment of the City's bills to the Company. The City's administrative costs for all street lighting projects shall be calculated and an accounting made before the close of each fiscal year and more often if required by the Council; and after each accounting, the City Recorder shall transfer from the "Street Lighting Fund" to the City's General fund the City's administrative costs incurred during such accounting period for all street lighting projects. Any surplus remaining in the "Street Lighting Fund" at the close of each fiscal year shall be transferred to any City fund or account as determined by the Council and to be used at such times and for such purposes as the Council may direct.

**ORDINANCE NO. 808**

**AN ORDINANCE OF THE CITY OF WILSONVILLE REGARDING STREET LIGHTING: TYPES; INFILL; RATES; BILLING; AND FUND; AMENDING WILSONVILLE CODE SECTIONS 3.200 THROUGH 3.204; AND REPEALING ORDINANCE NOS. 41 AND 304**

WHEREAS, the City Council has concluded the installation of light emitting diode (LED) street lights would be beneficial for the City; and

WHEREAS, Ordinance No. 41, an Ordinance creating a street lighting improvement district for the City of Wilsonville; authorizing contracts with Portland General Electric Company for purchase of street lighting service and providing for the division and billing of costs to benefited property owners, was adopted by City Council on February 25, 1974; and

WHEREAS, Ordinance No. 304, an Ordinance modifying Section 3.200 of the Wilsonville Code for establishing street lighting in the City of Wilsonville to adjust the street lighting program to accommodate the reorganization of the street lighting sub-districts into street light type groups, was adopted by City Council on October 6, 1986; and

WHEREAS, Resolution No. 1645, a Resolution authorizing the purchase of street lighting equipment (from Portland General Electric) and adopting standards for type and funding of street light equipment, was approved by City Council on June 5, 2000; and

WHEREAS, Ordinance Nos. 41 and 304 require new street lights installed within the city to be only Sodium Vapor and maintenance provided by Portland General Electric (PGE) to be Option A - where PGE owns and maintains the street lights; and

WHEREAS, to provide flexibility in the type of street lights to be used, including LED lights, Chapters 3.200 through 3.204 - Street Light are in need of update; and

WHEREAS, PGE no longer provides maintenance under Option A, and the City should have flexibility for the maintenance of street lights under the appropriate PGE Tariff Schedule, Chapters 3.200 through 3.204 - Street Light must be modified; and

WHEREAS, after providing due public notice, as required by City Code and State Law, a public hearing was held before the City Council on September 7, 2017, at which time the City Council gathered additional evidence and afforded all interested parties an opportunity to present oral and written testimony concerning Chapters 3.200 through 3.204; and

WHEREAS, the City Council has carefully considered the public record, including all recommendations and testimony, and being fully advised;

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

1. The above-recited findings are hereby adopted as Findings of Fact and Conclusions of Law.
2. Based upon such findings, the revised Wilsonville Code Sections 3.200, 3.202, 3.203, and 3.204, attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, are adopted and made part of the Wilsonville Code.
3. The City Recorder is directed to amend Wilsonville Code Sections 3.200, 3.202, 3.203, and 3.204, as approved above, and to make such format, style, and conforming changes to match the format and style of the Public Improvements Section of the Wilsonville Code.
4. Except as set forth above, Chapter 3 of the Wilsonville Code remains in full force and effect, as written.
5. Ordinance No. 41 is hereby repealed.
6. Ordinance No. 304 is hereby repealed.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the 7<sup>th</sup> day of September, 2017, and scheduled for a second reading at a regular meeting of the Council on the 18<sup>th</sup> day of September, 2017, commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

\_\_\_\_\_  
Kimberly Veliz, City Recorder

ENACTED by the City Council on the 18<sup>th</sup> day of September, 2017, by the following votes:        Yes: \_\_\_\_\_        No: \_\_\_\_\_

\_\_\_\_\_  
Kimberly Veliz, City Recorder

DATED and signed by the Mayor the \_\_\_\_\_ day of September, 2017.

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TIM KNAPP, MAYOR

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall

Attachments:

Exhibit A – Revised Code Sections 3.200 through 3.204

**WILSONVILLE CODE**

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**PUBLIC IMPROVEMENTS****3.200 Street Lighting Types**

(1) Each property in the City shall be included in a Street Light Type and Lighting District as defined by the Public Works Standards or Neighborhood Design Standards, if approved by City Council to deviate from the Public Works Standards.

(2) New street lights to be installed within the City shall be dark-sky friendly and as specified in the City's current Public Works Standards and Detail Drawings, as amended, from time to time.

**3.201 Street Light – Infill**

The City will install street lighting in any area of the city where the City deems it appropriate for safety and visibility. Monthly street lighting costs shall be paid by the adjacent property owners or homeowners association, unless the City determines, in its sole discretion, that the City will pay for it.

**3.202 Street Light – Rates**

The City Council shall, by resolution, adopt the rate structure for each Street Lighting Type and Lighting District. The rate shall be based on the total street lighting costs, including but not limited to energy, installation, maintenance, repair, replacement, administration, and billing of the program and shall follow standard utility rate-making practices.

**3.203 Street Light – Billing**

- (1) Billing frequency shall correspond to the City's overall utility billing schedule or other such accounts receivable schedule as the Finance Director or designee deems appropriate.
- (2) The property owner's share of street lighting costs shall be stated separately but will be included as a part of the City's combined utility bill. If a property owner is not billed for sewer and/or water, a separate bill for street lighting costs will be generated.
- (3) For customers that pay a combined City utility bill, in the event the bill is not paid in full and funds received by the City for utility billings are therefore inadequate to satisfy all of the water, sewer, stormwater, streetlight, roads maintenance fees and other fees or utility charges that may be included, credit shall be given first to the road maintenance fee, second to the sewer service charges, third to the stormwater charges, fourth to the street light charges, fifth to the other fees or utility charges, and lastly the charges for water service.
- (4) A bill is delinquent if payment in full is not received within 15 business days of the billing date or as otherwise may be specified on the utility bill. Delinquent bills are subject to additional fees and penalties, plus all remedies outlined in Subsection (5).
- (5) The City may institute any necessary legal proceedings to enforce the provisions of the Ordinance, including but not limited to water shut-off, collection of charges

**WILSONVILLE CODE**

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owing, plus interest and/or late charges on any delinquent amount as provided on the utility bill. The City may also lien the property for amounts owing. The City's enforcement remedies are cumulative.

**3.204 Street Lighting - Fund**

A street light fund has been established. Revenues collected for street lighting are dedicated to the City's street light fund and are used exclusively to fund the street light program. In the event that street light fees collected are insufficient to fund the street light program, a street light rate review will commence to ensure rates are sufficient to fund the program.



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> September 7, 2017		<b>Subject: Ordinance No. 809</b> Ordinance Revising Public Works Standards – 2195 and Public Works Standard Detail Drawings – 2014 (Street Lights)	
		<b>Staff Member:</b> Delora Kerber, Public Works Director <b>Department:</b> Public Works	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input checked="" type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: 9/7/17 <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		<b>Comments:</b>	
<b>Staff Recommendation:</b> Staff recommends that Council adopt Ordinance No. 809.			
<b>Recommended Language for Motion:</b> I move to approve Ordinance No. 809.			
<b>Project / Issue Relates To:</b> <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>			
<input checked="" type="checkbox"/> Council Goals/Priorities Safe, Healthy, and Aesthetically Pleasing Community	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

A City of Wilsonville Ordinance updating the City of Wilsonville Public Works Standards – 2015 and Public Works Standard Detail Drawings – 2014 to require installation of dark-sky friendly light emitting diode (LED) street lights.

**EXECUTIVE SUMMARY:**

The City of Wilsonville Public Works Standards (“Standards”) provide design requirements, material specifications, construction procedures, testing standards, and acceptance and maintenance requirements for construction of public infrastructure. The Standards are a technical engineering document used to present the City’s required design and construction information to developers, design engineers, contractors, and the general public.

The current Standards were last updated in 2015. Periodic updates to the Standards are needed to reflect changes in industry practice and technological advances.

High Pressure Sodium lamps are currently used for street lights in the City. To implement the use of dark-sky friendly light emitting diode lamps for new installation of street lights, the Standards and Detail Drawings contained therein must be updated.

This Standards update modifies Section 201.9.01 - Roadway and Intersection Lighting and the Standard Detailed Drawings for the use of LED street lights.

This Standards modification is complementary to proposed revisions to City Code Chapter 3 and amendments to Resolution Nos. 881 and 1473.

**EXPECTED RESULTS:**

Adoption of this Ordinance will allow the updated Public Works Standards to be implemented on new public capital improvement and private development projects within the City.

**TIMELINE:**

An Ordinance adopting the updated Public Works Standards and Detail Drawings will be presented to City Council for consideration at the September 7, 2017 meeting. If approved, the City Council will hear the second reading at its September 18, 2017 meeting.

**CURRENT YEAR BUDGET IMPACTS:**

There are no budget impacts related to this Ordinance.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: SCole      Date: 8/28/17

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ      Date: 8/25/17

**COMMUNITY INVOLVEMENT PROCESS:**

Public review and comment will occur as part of the public hearing process associated with City Council consideration of the Ordinance adopting the updated Standards and Detail Drawings.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

Adoption of the updated Public Works Standards will ensure that the City's public infrastructure is designed and constructed in accordance with current industry practice, regulatory requirements, State and Federal laws, and City ordinances.

**ALTERNATIVES:**

Do not update the Public Works Standards and/or Detail Drawings.

**CITY MANAGER COMMENT:**

**ATTACHMENTS:**

- A. Redline changes to Section 201.9.01
- B. Ordinance No. 809, with attachments

EXHIBIT A

CITY OF WILSONVILLE

PUBLIC WORKS STANDARDS – 2015

201.9.00 LIGHTING

201.9.01 Roadway and Intersection Lighting

- a. Street lighting shall be designed in accordance with the most current American National Standard Practice for Roadway Lighting (RP-8-1400) prepared by the Illuminating Engineering Society (IES).
- b. Installation of streetlights shall be in accordance with the City’s most current policies/agreements regarding the installation and maintenance of street lights.
- ~~c. Street lighting luminaires shall be in conformance with the City’s current “Dark Sky” policies.~~
- ~~d. Street light installation shall be categorized into specific styles for each designated street section into which the street light is installed. Refer to the Standard Detail Drawings.~~
- ~~e. As lighting technology evolves, the Standard Detail Drawings may be modified as needed.~~
- ~~e. In addition to these requirements the air gap between the top of pedestal and bottom of light pole shall be grouted with a high-strength, non-shrinking grout meeting ODOT SSC Section 02440.50(b), “Non-Shrink Grout,” such as Alerete Twenty Minute Fast Setting Grout<sup>®</sup>, or approved equal.~~ [dk1: moved to Standard Detail Drawings]
- ~~d. Selection and installation of street lighting luminaires shall be in conformance with the City’s most current “Dark Sky” policies.~~
- e.f. The warranty for public works projects shall include streetlights.

(updated September 2017)

**ORDINANCE NO. 809**

**AN ORDINANCE OF THE CITY OF WILSONVILLE REVISING SECTION 201.9.01 - ROADWAY AND INTERSECTION LIGHTING OF THE CITY OF WILSONVILLE PUBLIC WORKS STANDARDS – 2015 AND ADDING DRAWINGS TO THE PUBLIC WORKS STANDARD DETAIL DRAWING - 2014**

WHEREAS, the City's current Public Works Standards were last updated in 2015 and adopted by Ordinance No. 782 on January 21, 2016; and

WHEREAS, standard engineering practice is to review, revise, and update design and construction standards to maintain compliance with the periodic changes to national and state design requirements, guidelines, and specifications; and

WHEREAS, updating the Public Works Standards and being in conformance with national and state guidelines is critical in producing high quality construction and limiting maintenance costs for the City and exposure to legal liability; and

WHEREAS, the Public Works Standards provide design requirements, material specifications, construction procedures and specifications, testing standards, and acceptance and maintenance requirements for construction of all publicly maintained roadways and pathways, and stormwater, sanitary, and water systems to be used by developers, design engineers, and contractors; and

WHEREAS, the City desires to install dark-sky friendly light emitting diode (LED) street lights for which best practices and standards have been identified for incorporation into Section 2 of the Public Works Standards and the Public Works Standard Detail Drawings; and

WHEREAS, the Public Works Standards for designing and constructing public facilities are intended to protect public health, safety, and welfare; and

WHEREAS, it is to the benefit of the City of Wilsonville, developers, design engineers, and contractors to have all specifications and design requirements relating to publicly maintained infrastructure located within a single source of information; and

WHEREAS, after providing due public notice, as required by City Code and State Law, a public hearing was held before the City Council on September 7, 2017, at which time the City Council gathered additional evidence and afforded all interested parties an opportunity to present oral and written testimony concerning the Public Works Standards; and

WHEREAS, the City Council has carefully considered the public record, including all recommendations and testimony, and being fully advised;

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

1. The above-recited findings are hereby adopted as Findings of Fact and Conclusions of Law.
2. Based upon such findings, the City Council hereby adopts the revised Section 201.9.00 – Roadway and Intersection Lighting of the Public Works Standards – 2015, a copy of which is made part of the record hereof and attached hereto as Exhibit A, and the Additional Drawings to the Public Works Standard Detail Drawings – 2014, a copy of which is made part of the record hereof and attached hereto as Exhibit B.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the 7<sup>th</sup> day of September, 2017, and scheduled for a second reading at a regular meeting of the Council on the 18<sup>th</sup> day of September, 2017, commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

\_\_\_\_\_  
Kimberly Veliz, City Recorder

ENACTED by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2017, by the following votes:            Yes: \_\_\_\_            No: \_\_\_\_

\_\_\_\_\_  
Kimberly Veliz, City Recorder

DATED and signed by the Mayor the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
TIM KNAPP, MAYOR

SUMMARY OF VOTES:

Mayor Knapp  
Council President Starr  
Councilor Stevens  
Councilor Lehan  
Councilor Akervall

Attachments:

Exhibit A – City of Wilsonville Public Works Standards Section 201.9.00

Exhibit B – Standard Detail Drawings RD-1300, RD-1305, RD-1310, RD-1315,  
RD-1325, RD-1330, RD-1335, RD-1340, and RD-1345

EXHIBIT A

**CITY OF WILSONVILLE**

**PUBLIC WORKS STANDARDS – 2015**

**201.9.00 LIGHTING**

**201.9.01 Roadway and Intersection Lighting**

- a. Street lighting shall be designed in accordance with the most current American National Standard Practice for Roadway Lighting (RP-8-14) prepared by the Illuminating Engineering Society (IES).
- b. Installation of streetlights shall be in accordance with the City’s most current policies/agreements regarding the installation and maintenance of street lights.
- c. Street lighting luminaires shall be in conformance with the City’s current “Dark Sky” policies.
- d. Street light installation shall be categorized into specific styles for each designated street section into which the street light is installed. Refer to the Standard Detail Drawings.
- e. As lighting technology evolves, the Standard Detail Drawings may be modified as needed.
- f. The warranty for public works projects shall include streetlights.

(updated September 2017)

*This Detail Drawing may not be altered or changed in any manner except by the City Engineer. It is the responsibility of the user to acquire the most current version.*

**STREET LIGHT STYLE ON DESIGNATED STREETS**

Street light installation is categorized into a specific style for each designated street section in which the street light is installed. Luminaires shall be at a minimum Light Emitting Diode (LED) lights in 3000K color with a 7 pin adapter.

The following street light styles shall be utilized on these designated street sections.

- A. Residential Streets - Residential Collectors (49-56 foot right-of-way) LID Local Streets (41-52 foot right-of-way)  
 Type 5 or Type 6  
 Style: Rectangular (Type 5) or Westbrooke (Type 6)  
 Pole: Rectangular - Minimum Thirty (30) foot bronze composite (25 foot mounting height) OR Westbrooke - Eighteen (18) foot black aluminum with four 4 foot mast arm
  
- B. Collector (69-77 foot right-of-way without on-street parking, 79-93 foot right-of-way with on-street parking)  
 Type 1  
 Style: Cobrahead  
 Pole: Thirty (30) foot aluminum with 6 foot davit
  
- C. Commercial/Industrial Street (62 foot right-of-way)  
 Type 1  
 Style: Cobrahead  
 Pole: Thirty five (35) foot aluminum with 8 foot davit
  
- D. Minor Arterial Street (73-81 foot right-of-way,) Major Arterial (95-107 foot right-of-way)  
 Type 1  
 Style: Cobrahead  
 Pole: Thirty (30) foot aluminum with 6 foot davit
  
- E. Grahams Ferry and Tooze Road adjacent to the Villebois Village development  
 Type 1  
 Style: Cobrahead  
 Pole: 35 foot black fiberglass direct bury pole (30 foot mounting height) with 6 foot arm

Any deviation of street light style for a designated street requires approval of the City Engineer.

The City of Wilsonville makes no representations or warranties regarding street lighting equipment, whether included or not included on this list of approved street lighting equipment. Inclusion on this list is not an endorsement of the equipment nor does it mean that the listed equipment is appropriate for requirements applicable to all street lighting applications. If equipment is not included in this list, it does not reflect whether or not such equipment is appropriate for street light use.

Street Light Style, Types and Districts PG 1			<b>CITY OF          WILSONVILLE</b>    <b>PUBLIC WORKS STANDARDS</b>
DRAWING NUMBER: RD-1300	DRAWN BY:	SCALE: N.T.S.	
FILE NAME: RD-1300.dwg	APPROVED BY:	DATE: 08/28/17	

*This Detail Drawing may not be altered or changed in any manner except by the City Engineer. It is the responsibility of the user to acquire the most current version.*

STREET LIGHT TYPES AND LIGHTING DISTRICTS

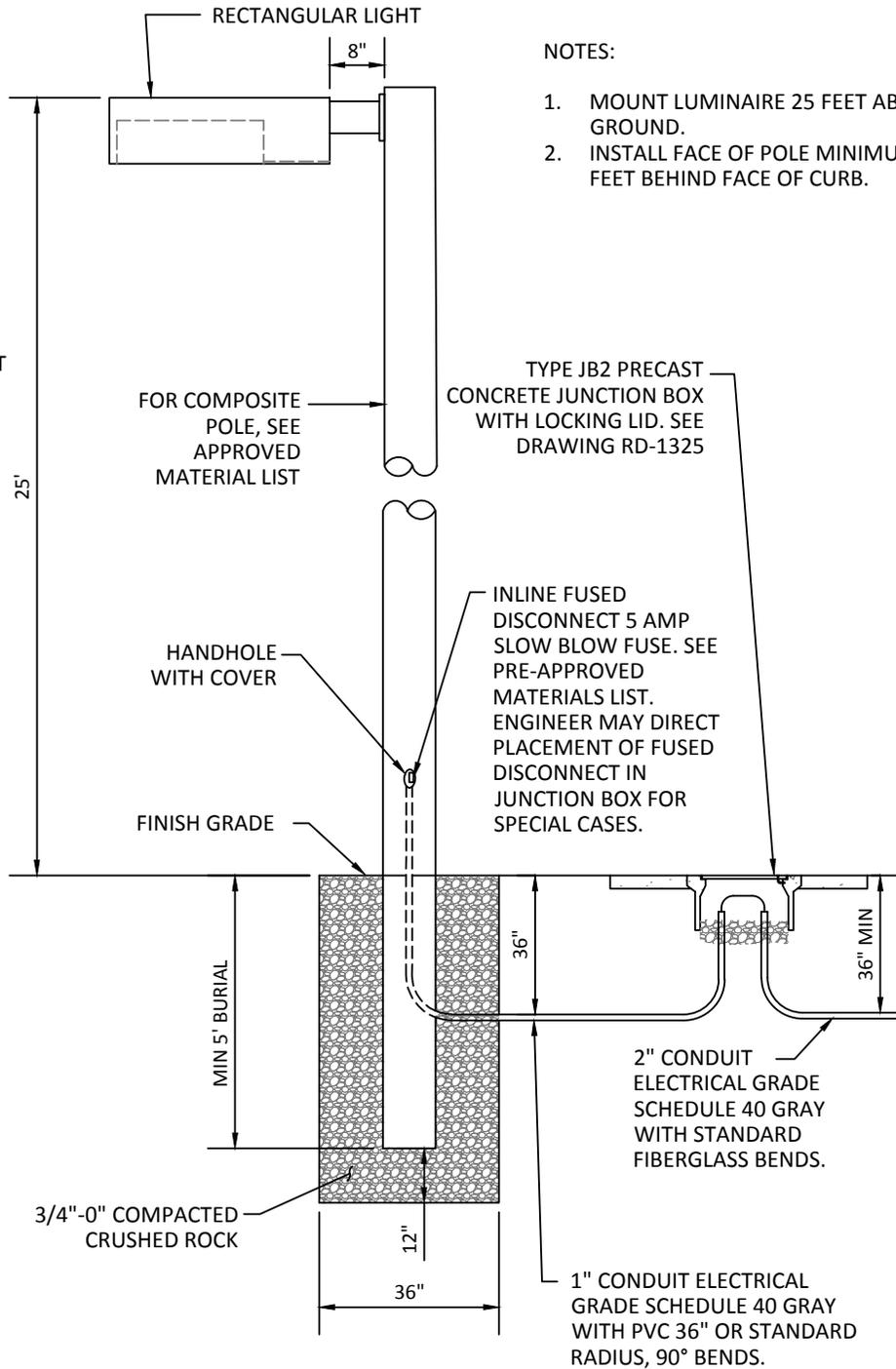
Street Light Type	Lighting District
Type 1: Cobrahead	Arterials, Collectors, Commercial and Industrial
Type 2: Acorn	Meadows, Daybreak, Coffee Lake, Villebois
Type 3: Town and Country	Fox Chase, Courtside, Day Dream, Rivergreen, Parkwood, Park at Merryfield, Bouchaine, Roanoke, Murray, Renaissance Boat Club
Type 4: Mast Arm & Head	Old Town
Type 5: Rectangular (aka Shoebox)	Charbonneau
Type 6: Westbrook	Villebois

The City of Wilsonville makes no representations or warranties regarding street lighting equipment, whether included or not included on this list of approved street lighting equipment. Inclusion on this list is not an endorsement of the equipment nor does it mean that the listed equipment is appropriate for requirements applicable to all street lighting applications. If equipment is not included in this list, it does not reflect whether or not such equipment is appropriate for street light use.

Street Light Style, Types and Districts PG2			<b>CITY OF                  WILSONVILLE</b>    <b>PUBLIC WORKS STANDARDS</b>
DRAWING NUMBER: RD-1300	DRAWN BY:	SCALE: N.T.S.	
FILE NAME: RD-1300.dwg	APPROVED BY:	DATE: 08/28/17	

*This Detail Drawing may not be altered or changed in any manner except by the City Engineer. It is the responsibility of the user to acquire the most current version.*

FOR LIGHT FIXTURE, SEE  
 PRE-APPROVED MATERIALS LIST

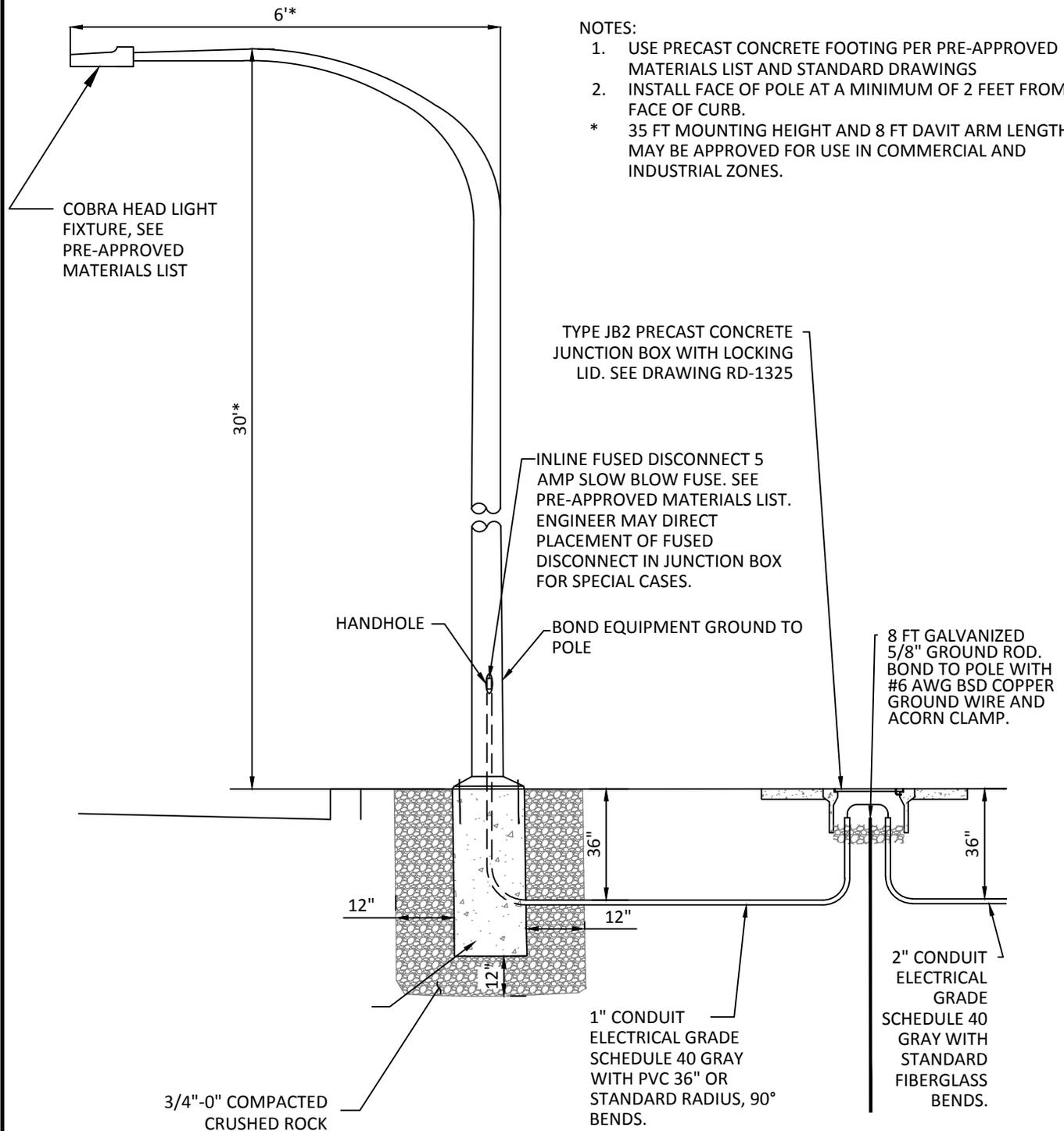


**NOTES:**

1. MOUNT LUMINAIRE 25 FEET ABOVE GROUND.
2. INSTALL FACE OF POLE MINIMUM 2 FEET BEHIND FACE OF CURB.

Rectangular Streetlight/Bronze Composite Pole			CITY OF WILSONVILLE PUBLIC WORKS STANDARDS	
DRAWING NUMBER: RD-1305	DRAWN BY: SR	SCALE: N.T.S.		
FILE NAME: RD1305.dwg	APPROVED BY: NK	DATE: 08/08/17		

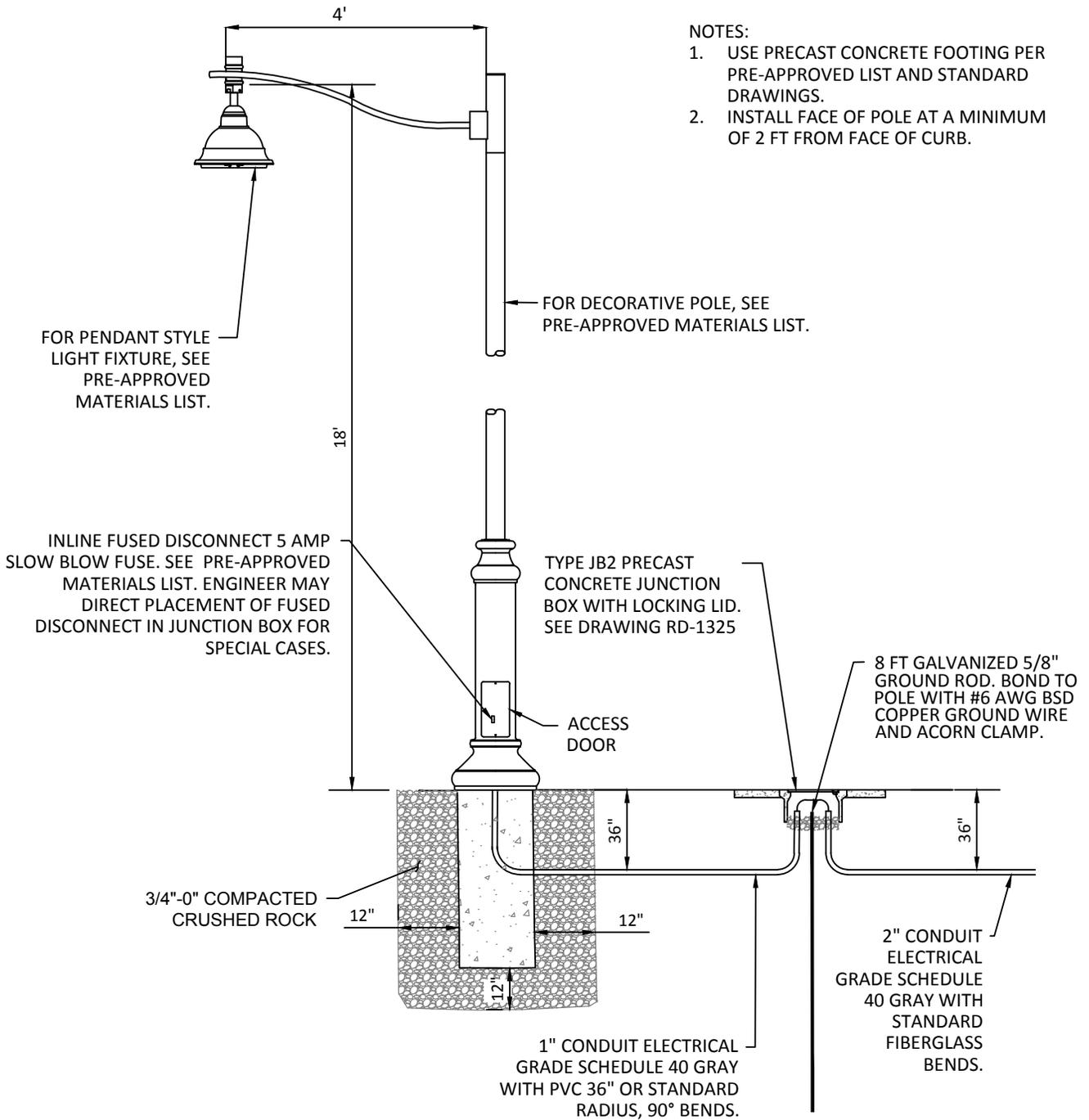
*This Detail Drawing may not be altered or changed in any manner except by the City Engineer. It is the responsibility of the user to acquire the most current version.*



Cobrahead Streetlight/Aluminum Pole			CITY OF WILSONVILLE  PUBLIC WORKS STANDARDS
DRAWING NUMBER: RD-1310	DRAWN BY: SR	SCALE: N.T.S.	
FILE NAME: RD1310.dwg	APPROVED BY: NK	DATE: 08/08/17	



*This Detail Drawing may not be altered or changed in any manner except by the City Engineer. It is the responsibility of the user to acquire the most current version.*

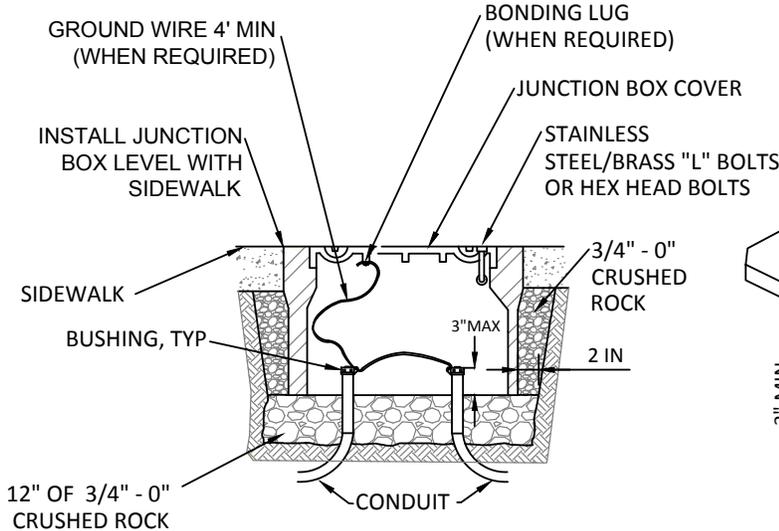


**NOTES:**

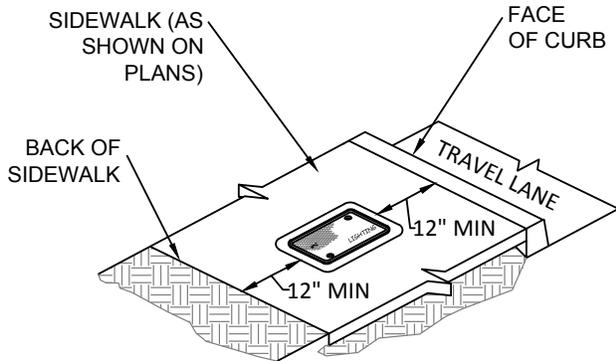
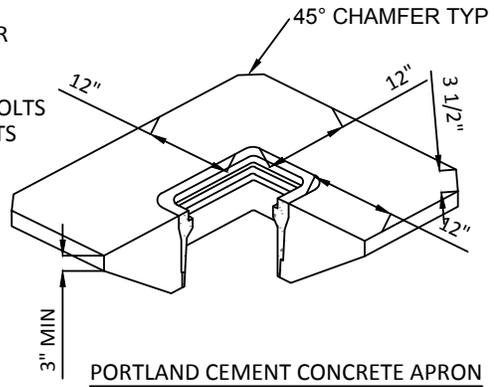
1. USE PRECAST CONCRETE FOOTING PER PRE-APPROVED LIST AND STANDARD DRAWINGS.
2. INSTALL FACE OF POLE AT A MINIMUM OF 2 FT FROM FACE OF CURB.

<b>Pendant Streetlight/Black Decorative Pole</b>			<b>CITY OF          WILSONVILLE</b>    <b>PUBLIC WORKS STANDARDS</b>
DRAWING NUMBER: RD-1315	DRAWN BY: SR	SCALE: N.T.S.	
FILE NAME: RD1315.dwg	APPROVED BY: NK	DATE: 08/08/17	

*This Detail Drawing may not be altered or changed in any manner except by the City Engineer. It is the responsibility of the user to acquire the most current version.*

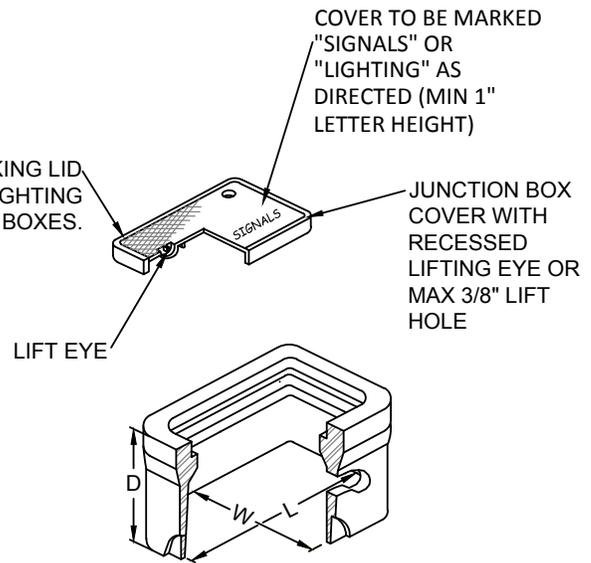


**INSTALLATION IN SIDEWALK OR AT BACK OF CURB**



**JUNCTION BOX PLACEMENT WITHIN SIDEWALKS**

SHOULD AVOID INSTALLING JUNCTION BOXES IN SIDEWALKS WHENEVER POSSIBLE.  
 (JUNCTION BOXES TO BE LOCATED ONLY IN FLAT AREAS OF SIDEWALKS  
 CONCRETE JUNCTION BOXES ARE NOT TO BE INSTALLED IN SLOPES OF RAMPS OR DRIVEWAYS)  
 JUNCTION BOXES PLACED WITHIN SIDEWALKS SHALL INCLUDE A FULL PANEL REMOVAL AND REINSTALL



**JUNCTION BOX**

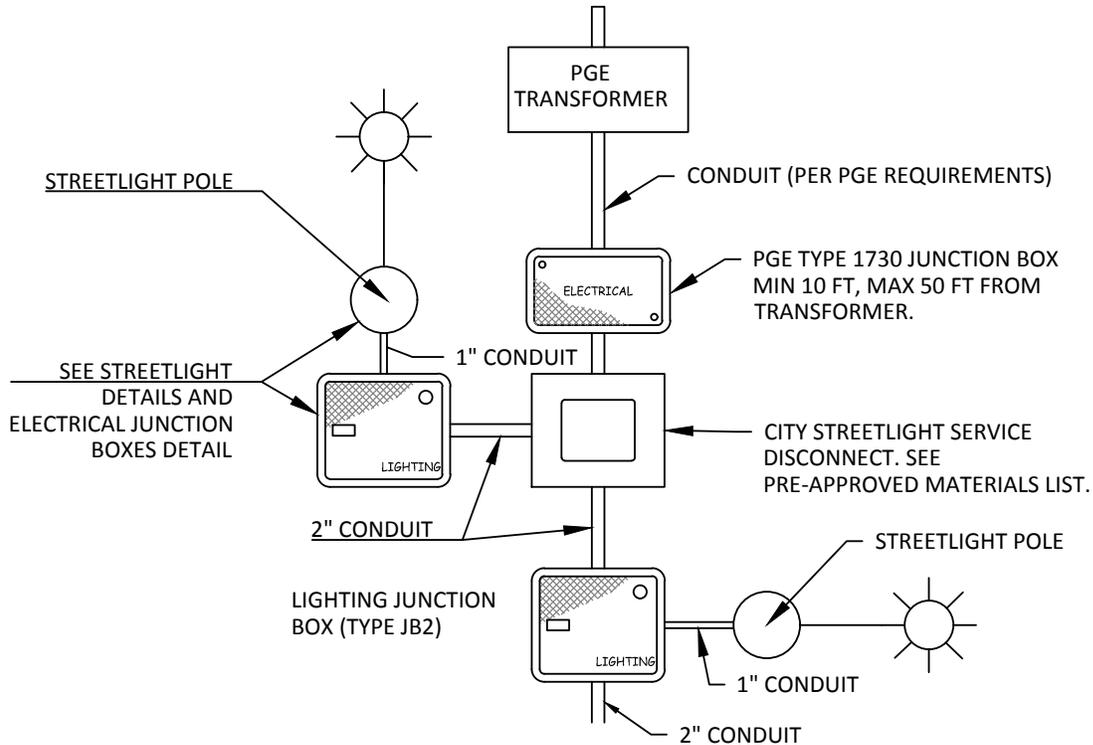
NOT TO BE USED IN TRAVEL LANES, SHOULDERS OR AREAS EXPOSED TO TRAFFIC. SEE PRE-APPROVED MATERIALS LIST.

TYPE	L	W	D
JB1	17"	10"	12"
JB2	22"	12"	12"
JB3	30"	17"	12"

**JUNCTION BOX DIMENSION TABLE**

Electrical Junction Boxes			<b>CITY OF                  WILSONVILLE</b>  <b>PUBLIC WORKS STANDARDS</b>
DRAWING NUMBER: RD-1325	DRAWN BY: SR	SCALE: N.T.S.	
FILE NAME: RD1325.dwg	APPROVED BY: NK	DATE: 08/08/17	

*This Detail Drawing may not be altered or changed in any manner except by the City Engineer. It is the responsibility of the user to acquire the most current version.*

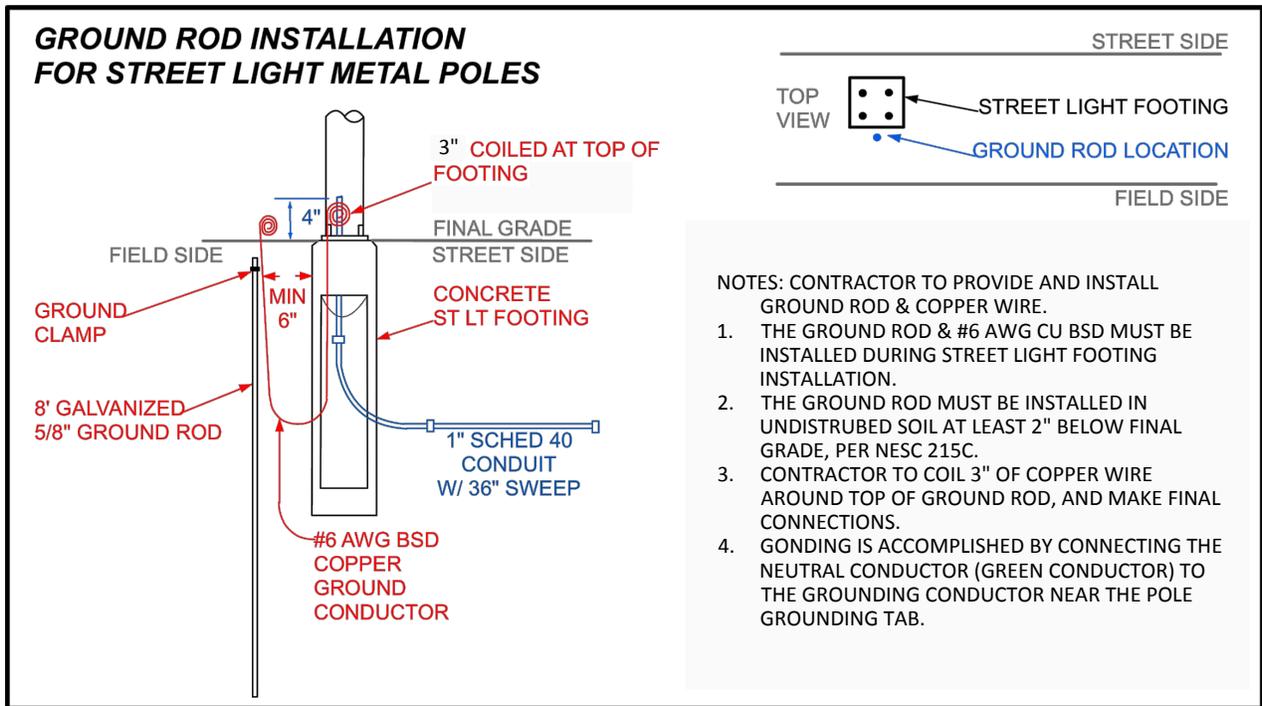
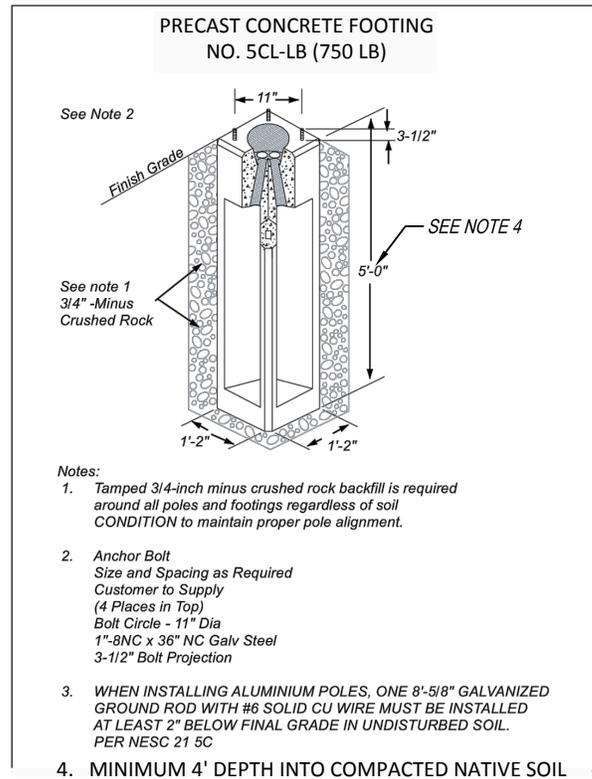
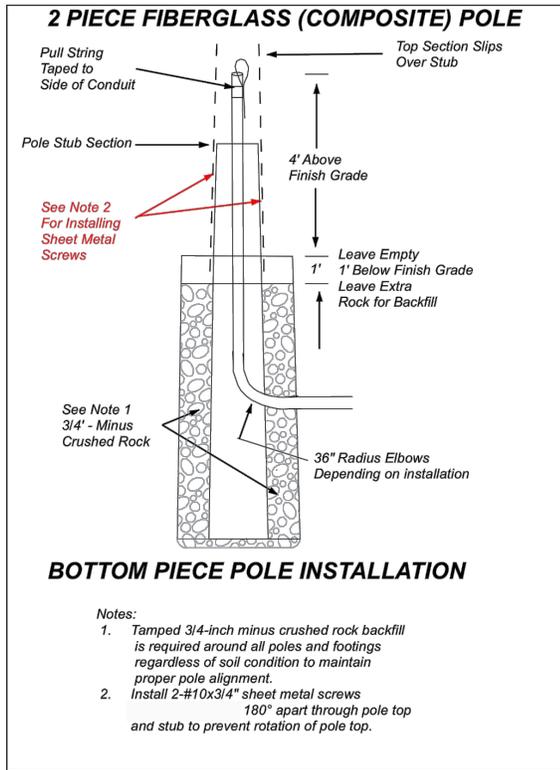


**NOTES:**

1. MINIMUM CONDUCTOR SIZE SHALL BE 10 GA. CONDUCTORS SHALL BE UPSIZED IF REQUIRED TO KEEP VOLTAGE DROP TO LESS THAN 3%. 3-CONDUCTOR 7-STRAND COPPER WIRE WITH .030" XLPE INSULATION, FILLERS, AND CLEAR MYLAR WRAP TAPE NON-SHIELDED OVERALL .045" BLACK PVC JACKET (UL) TC-ER XHHW-2/VW-1 600V 90C DRY/WET, SUN RESISTANT, DIRECT BURY, CC: BLACK/RED/GREEN FOR 220 VOLT AND BLACK/WHITE/GREEN FOR 120 VOLT.
2. ALL EMPTY CONDUITS MUST HAVE A #14 LOCATE WIRE AND A NONCONDUCTIVE PULL LINE, 500 POUND RATED, WITH 6 FEET OF LINE EXTENDING FROM EACH END OF THE CONDUIT.
3. INSTALL ELECTRICAL GRADE SCHEDULE 40 GRAY PVC CONDUIT WITH FIBERGLASS BENDS. ALL PVC JOINTS SHALL BE GLUED. ALL FACTORY OR FIELD CUT CONDUITS SHALL BE CHAMFERED TO PREVENT DAMAGE TO CABLES. A WOODEN, PLASTIC, OR HARD RUBBER MANDREL CONFIGURED FOR THE CONDUIT INSIDE DIAMETER SHALL BE PULLED THROUGH TO TEST FOR OBSTRUCTIONS AND OUT-OF-ROUND CONDUIT.
4. ELECTRICAL BUILDING PERMIT REQUIRED.

<b>Streetlight Disconnect</b>			<b>CITY OF                  WILSONVILLE</b>    <b>PUBLIC WORKS STANDARDS</b>
DRAWING NUMBER: RD-1330	DRAWN BY: SR	SCALE: N.T.S.	
FILE NAME: RD1330.dwg	APPROVED BY: NK	DATE: 08/08/17	

This Detail Drawing may not be altered or changed in any manner except by the City Engineer. It is the responsibility of the user to acquire the most current version.



Streetlight Footing Requirements			CITY OF WILSONVILLE	
DRAWING NUMBER: RD-1335	DRAWN BY: SR	SCALE: N.T.S.		
FILE NAME: RD-1335.dwg	APPROVED BY: NK	DATE: 08/08/17		

*This Detail Drawing may not be altered or changed in any manner except by the City Engineer. It is the responsibility of the user to acquire the most current version.*

1. ALL CONCRETE FOOTINGS NEED TO BE INSTALLED WITH TOP OF BASE FLUSH TO CURB/SIDEWALK.
2. ALL CROSSINGS MUST EXTEND FROM PROPERTY LINE TO PROPERTY LINE. CROSSINGS TO BE 48 INCHES DEEP, MEASURED FROM FINAL GRADE.
3. DIRECTIONAL BORING REQUIREMENTS: BLACK HDPE (HIGH DENSITY POLYETHYLENE) DUCT OR SCHEDULE 40 PVC WITH A MECHANICAL CONNECTION (CERTA-LOK OR LIKE MECHANICAL CONNECTION PRODUCT) PROJECT EXTRUDED RED STRIPES (WHICH IS A SPECIFICATION REQUIREMENT) MANDREL TEST OF HDPE PIPE IS REQUIRED AFTER INSTALLATION WITH CITY INSPECTOR PRESENT.
4. TRENCH AND ELBOW CONFIGURATIONS, ALL CONDUIT, VAULT AND PAD INSTALLATIONS MUST BE INSPECTED PRIOR TO BACKFILLING.
5. ALL CONDUCTORS TO BE INSTALLED IN GRAY, SCHEDULE 40, ELECTRICAL GRADE, PVC CONDUIT WITH NYLON PULL STRINGS (MIN 500 LBS. TEST). PGE TO DETERMINE THE SIZE AND NUMBER OF CONDUITS REQUIRED. MAINTAIN 12 VERTICAL INCHES AND 24 HORIZONTAL INCHES CLEARANCE BETWEEN GAS AND OTHER UTILITIES. ALL ELBOWS 4 INCH & SMALLER TO BE 36 INCH RADIUS. ALL BENDS MUST BE FACTORY MADE. ALL ELBOWS LARGER THAN 4 INCH TO BE 60 INCH RADIUS. RIGID STEEL OR PGE APPROVED. FIBERGLASS BENDS ARE REQUIRED FOR RUNS OF 151 FEET OR LONGER, OR FOR ANY LENGTH RUN WITH MORE THAN 180 DEGREES IN BENDS. PVC SCHEDULE 40 BENDS ARE ACCEPTABLE FOR RUNS OF 150 FEET OR LESS. THE MAXIMUM TOTAL BENDS IN ANY CONDUIT RUN IS 270 DEGREES.
6. THE AIR GAP, IF ANY BETWEEN THE TOP OF THE FOOTING/PEDESTAL AND THE BOTTOM OF THE POLE SHALL BE GROUTED WITH HIGH STRENGTH, NON-SHRINK GROUT.

STREETLIGHT FOOTING REQUIREMENTS			CITY OF WILSONVILLE  PUBLIC WORKS STANDARDS
DRAWING NUMBER: RD-1340	DRAWN BY: SR	SCALE: N.T.S.	
FILE NAME: RD-1340.dwg	APPROVED BY: NK	DATE: 08/08/17	

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## APPROVED STREET LIGHTING EQUIPMENT FOR NEW INSTALLATIONS

### LED LIGHTS

At a minimum lights shall be 3000K color; have 7-pin receptacle per ANSI C136.41 and external wattage label per ANSI C136.15.

#### LUMINAIRE: CREE XSP2 LED, ALUMINUM - COBRAHEAD

Product: **BXSP**

Version: **C**

Mounting: **HT** - horizontal tendon

Optic\*: **2ME** - Type II medium; **2LG** - Type II long; **3ME** - Type III medium; **4ME** - Type IV medium

Input power designator: **F** - 139W

CCT: **30K** - 3000K

Voltage: **UL**- Universal 120-277V

Color options: **SV** - silver

Options: **N-Q9** - Utility Label and NEMA Photocell Receptacle

- external wattage label per ANSI C136.15
- 7 - pin receptacle per ANSI C136.41
- Factory connected 0-10V dim lights
- Photocell and shorting cap by others
- Includes Q9 option - Field adjustable output
- Refer to manufacturers Field Adjustable Output Spec sheer for details

\* to be determined by designer - see manufacture specifications

The City of Wilsonville makes no representations or warranties regarding street lighting equipment, whether included or not included on this list of approved street lighting equipment. Inclusion on this list is not an endorsement of the equipment nor does it mean that the listed equipment is appropriate for requirements applicable to all street lighting applications. If equipment is not included in this list, it does not reflect whether or not such equipment is appropriate for street light use.

Approved Street Lighting Equipment for New Installations Pg 1			CITY OF WILSONVILLE	
DRAWING NUMBER: RD-1345	DRAWN BY:	SCALE: N.T.S.		
FILE NAME: RD-1345.dwg	APPROVED BY:	DATE: 08/28/17	PUBLIC WORKS STANDARDS	

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**LUMINAIRE: PHILIPS HADCO URBAN WESTBROOK NON-FLARED (CXF14) OR FLARED (CXF15)**

Series: **CXF14** or **CXF15**

LEDs\*: **32; 48; 64; 80**

Generation: **G2**

Finish: **A Black**

Optics\*: **2** - Type II; **3** - Type 3; **4** - Type 4; **5** - Type 5

CCT: **W 3000K**

Voltage: **A 120-277 VAC**

Drive Current\*: **3** - 350mA; **5** - 530mA; **7**- 700mA

Optional Dimming\*:

**DA** 4 Hrs 25% reduction; **DB** 4 Hrs 50% reduction; **DC** 4 Hrs 75% reduction;

**DD** 6 Hrs 25% reduction; **DE** 6 Hrs 50% reduction; **DF** 6 Hrs 75% reduction;

**DG** 8 Hrs 25% reduction; **DH** 8 Hrs 50% reduction; **DJ** 8 Hrs 75% reduction;

**DALI** Compatible with DALI; **N** No Dimming

Optional Programs:

1st Option: **N** No 1st Option

2nd Option: **CLO** Constant light output

3rd Option: **OTL** Over the life

Surge Protection: **SP2** 20V/k/20kA

\*to be determined by designer - see manufacture specifications

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Approved Street Lighting Equipment for New Installations Pg 2			CITY OF WILSONVILLE  PUBLIC WORKS STANDARDS
DRAWING NUMBER: RD-1345	DRAWN BY:	SCALE: N.T.S.	
FILE NAME: RD-1345.dwg	APPROVED BY:	DATE: 08/28/17	

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**LUMINAIRE: AMERICAN ELECTRIC LIGHTING AUTOBAHN ATBO, BRONZE**

Series: **ATBO** - Autobahn LED Roadway

Performance packages\*:

**10BLEDE70** - 10B chips, 700mA Driver; **10BLEDE10** - 10B chips, 1050mA driver; **10BLEDE15** - 10B chips, 1500mA driver

**20BLEDE53** - 20B chips, 525mA driver; **20BLEDE70**- 20B chips, 700mA Driver; **20BLEDE10** -20B chips, 1050mA driver; **20BLEDE13** -20B chips, 1300mA driver; **20BLEDE15** - 20B chips, 1500mA driver;

**30BLEDE70** - 30B chips, 700mA driver; **30BLEDE85**- 30B chips, 850mA Driver; **30BLEDE10** - 30B chips, 1050mA driver; **30BLEDE13** -30B chips, 1300mA driver; **30BLEDE15** - 30B chips, 1500mA driver

Voltage: **MVOLT** - multi-volt, 120 - 227V

Optics\*: **R2** - Roadway Type II; **R3** - Roadway Type 3; **R4** - Roadway Type 4; **R5** - Roadway Type 5

Options:

Color Temperature (CCT): **3K** 3000K CCT, 70 CRI Min.

Paint: **BZ** - Bronze

Surge Protection: **20** - 20kV/10KA SPD

Terminal Block - standard

Misc. :

**NL** - Nema Label

**UMR-XX** - 8 " horizontal arm for round pole, painted to match fixture

Controls:

**P7** - 7 Pin Photocontrol receptacle (dimmable driver included)

**AO** - Field Adjustable Output

**PCLL** - Solid State Long Life Photocontrol

\* to be determined by designer - see manufacturer recommendations

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Approved Street Lighting Equipment for New Installations Pg 3			<b>CITY OF          WILSONVILLE</b>    <b>PUBLIC WORKS STANDARDS</b>
DRAWING NUMBER: RD-1345	DRAWN BY:	SCALE: N.T.S.	
FILE NAME: RD-1345.dwg	APPROVED BY:	DATE: 08/28/17	

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**POLES AND MAST ARMS**

Length & Type	Valmont	Hadco	P&K Poles (Flagpole Inc)	Union Metal
30 foot, Davit 6' Mast Arm (1952) (CU 279)	3000-85106D4	41-176PGE	RTA8L30AAD1632D	920-B179-Y1
30 foot, Double Davit 2-6' Mast	3000-856206D4Z	42-158XPGE	NONE	920-B180-Y1
35 foot, Davit 8' Mast	3500-8108D4	41-231PGE	RTA8M35AAD1832D	920-B179-Y2

**POLE: DECORATIVE BLACK ALUMINUM (Use with Hadco Westbrook Fixture)**

Length	Hadco
18 Foot, Black, Smooth Anchor Base (11" B.C.)	CP2871C (40034)
4 Foot Pole Extension w/Arm Bracket, Pole Cap, and 18 Foot Smooth Westbrooke Pole (CU 1437)	CA7897-HFP710-P5A (90002579)
4 Foot Pole Extension w/Double Mast Arm, Pole Cap, and 18 Foot Smooth Westbrooke Pole (CU 1438)	CA2871L-HFP720-P5A (90003564)

**POLES: COMPOSITE, 2-PIECE, SMOOTH FINISH, DIRECT-BURIED, TOP PIECE ONLY**

Length & Type	Mounting Height & Color	Shakespeare	CMT
30 Foot, Direct Buried	25 Feet, Bronze	BHT3099S5BL9901 (39358) (CU 1111)	MDS30-F-100-S2-HS-PC-NP-1B-22 (39372) (CU 1112)

**POLE FOOTINGS: CONCRETE**

Precast Concrete Base	Bolt Circle	Bolt Projection	Bolt Type	Base Dimensions	Utility Vault Company
For all decorative and post-top anchor base poles 14 to 25 feet. (39083)	11 inch	3-1/2 inch	1"- 8 NC Galv Steel	20" Round by 48" High	20R-LB-4- PGE
For 25 to 35 Foot Aluminum Anchor Base Poles (00147)				14" Square by 60" High	5CL-LB- PGE
For 40 Foot Aluminum Anchor Base Poles (39094)				18" Top 24" Bottom 84" High	7-LB- PGE

Approved Street Lighting Equipment for New Installations Pg 4

CITY OF  
WILSONVILLE



DRAWING NUMBER: RD-1345

DRAWN BY:

SCALE: N.T.S.

FILE NAME: RD-1345.dwg

APPROVED BY:

DATE: 08/28/17

PUBLIC WORKS STANDARDS

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MISCELLANEOUS

GROUT

Non-Shrink Grout, such as Alcrete Twenty Minute Fast Setting Grout, or approved equal

The air gap between the top of pedestal and bottom of light pole shall be grouted with a high-strength, non-shrinking grout meeting ODOT SSC Section 02440.50(b).

MANHOLE COVER: GRAY, PLASTIC, STEEL CORE, UNIVERSAL

Quantum Engineering  
TL-S (90004595)

STREETLIGHT WIRE: UNDERGROUND OR IN POLE

Streetlight Wire	Description
#10 CU 3-Conductor (00036) (CU 635)	#10 AWG, 600 Volt, 3-Conductor, Class B Stranding, Type TC, with Sunlight-Resistant 45-mil PVC Jacket. Suitable for direct burial installations. Insulation to be black, red, and green per NEMA WC-7 for NEC applications (TFN, THWN, THHN), with fillers or binding tape added to produce round outer jacket, rated 90DC dry and 75DC wet, 1,000 ft NR reels. Jacket to display sequential footage markings. 2 reel labels, one attached to the outside flange surface, one attached to the drum wrapping; each to detail total footage, inside or starting footage.

JUNCTION BOX: FOR UNDERGROUND CONDUCTORS & CONNECTIONS

Junction Box Description	Junction Box, Concrete Polymer Lid, Fiberglass Reinforced Polymer flared sides, 18" Deep, No Floor, With Skid Resistant Cover Attached by Two Captive stainless steel 3/8-inch Penta-head Bolts, Gray Color, per Material Specification L26107 Note: 12"x12"x12" is 12 inches deep with straight sides. Covers must be marked ELECTRIC or POWER.
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Manufacturer	13" x 24" x 18" (90003478)	17" x 30" x 18" (90003480)	12" x 12" x 12" (39031)
Newbasis	FCA132418T-00043	FCA173018T-90026	PCA1212-90005 (Box: PMB121212SN20 Lid: SMC1212B1A20)
Quazite (Hubbell)	A42132418A017	A42173018A017	N/A
Oldcastle /Carson Industries	13241617	17301620	HLW1212-12-PC
CDR (Electrimold)	N/A	N/A	PA-13-1212-12
Highline	CHA132418HE1	CHA173018HE1	PHA121212SE1
Armorcast	A6001946TAX18-PGE	A6001640TAX18-PGE	A6001423TA (Box: A6001423) (Cover: A6001422)

Approved Street Lighting Equipment for New Installations Pg 5			CITY OF WILSONVILLE  PUBLIC WORKS STANDARDS 
DRAWING NUMBER: RD-1345	DRAWN BY:	SCALE: N.T.S.	
FILE NAME: RD-1345.dwg	APPROVED BY:	DATE: 08/28/17	



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> September 7, 2017		<b>Subject: Resolution No. 2652</b> Resolution Adopting Street Light Billing Rate Modification  <b>Staff Member:</b> Delora Kerber, Public Works Director <b>Department:</b> Public Works	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b>	
<b>Staff Recommendation:</b> Staff recommends that Council approve Resolution No. 2652.			
<b>Recommended Language for Motion:</b> I move to approve Resolution No. 2652.			
<b>Project / Issue Relates To:</b> <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>			
<input checked="" type="checkbox"/> Council Goals/Priorities Safe, Healthy, and Aesthetically Pleasing Community	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution updating Street Light Rates to include dark-sky friendly light emitting diode (LED) street lights.

**EXECUTIVE SUMMARY:**

[Resolution No. 881](#), adopted in 1991, established specific styles of street lights within the City, along with fees and charges for services related to each street light type. The street light types established in that resolution were very specific as to the style and type of luminaire, such as Mercury Vapor and High Pressure Sodium Vapor, to be used.

In 1998, [Resolution No. 1473](#) was approved and amended Resolution No. 881 rate structures, increasing fees by 12%.

Since those Resolutions were adopted, technology has changed and the City now desires to use light emitting diode (LED) lights for street lighting. Thus, sections of Resolution No. 881 must be modified to include the use of LED lights for any of the street light styles.

In addition, since Resolution Nos. 881 and 1473 were adopted, a new style of light is being used in the City (mostly in Villebois neighborhoods) – the Westbrook pendant light. This Resolution will add a Street Light Type 6 - Westbrook to both Resolution Nos. 881 and 1473.

Street Light Type 6 – Westbrook is currently billed out at the same rate as Street Light Type 2 – Acorn, and this Resolution will keep the same billing rate.

These changes will support current City practices related to the style, type, and rate for street lights.

All other sections of Resolution Nos. 881 and 1473 will remain in effect.

This Resolution modification is complementary to proposed revisions to City Code Chapter 3 and the Public Works Standards and Standard Detail Drawings.

**EXPECTED RESULTS:**

Adoption of this Resolution will allow the City the use of and billing for Street Light Type 6 - Westbrook and the use of light emitting diode (LED) luminaries with any of the Street Light Types.

**TIMELINE:**

This Resolution, if adopted, would be effective immediately. No rates or expenditures are changing; this resolution is considered a housekeeping item.

**CURRENT YEAR BUDGET IMPACTS:**

There are no budget impacts related to this Resolution.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: SCole      Date: 8/28/17

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ      Date: 8/25/17

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

Adoption of the Resolution will allow the City to bill for the installation, maintenance, and costs associated with LED and Westbrook street lights.

**ALTERNATIVES:**

Not adopt this Resolution.

**CITY MANAGER COMMENT:**

**ATTACHMENTS:**

Resolution No. 2652

**RESOLUTION NO. 2652**

**A RESOLUTION PERTAINING TO STREET LIGHTING CHARGES AND TYPES; AND AMENDING RESOLUTIONS NO. 881 AND NO. 1473.**

WHEREAS, Wilsonville City Code Section 3.200 Street Lighting Types states the overall policy governing street lighting fees in the City; and

WHEREAS, on November 18, 1991, City Council adopted Resolution No. 881, which established specific styles of street lights within the City, revised street lighting fees, and established the methodology, fees, and use of dwelling unit factor (D.U.F.); and

WHEREAS, on June 1, 1998, City Council adopted Resolution No. 1473, which amended Resolution No. 881 Rate Structure and increased fees by 12%; and

WHEREAS, lighting technology has changed significantly since the adoption of Resolution Nos. 881 and 1473; and

WHEREAS, new street light types and lighting districts have been added to the City;

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

1. Modify Resolution No. 881, Article II – Sections 1 through 3, and Section 5, to include the use of Light Emitting Diode (LED) lights for new and replacement street lights.
2. Add the following to Resolution No. 881, Article II:  

“Section 7 Street Light Type 6 (Westbrook)

  - A. The administration of Street Light Type 6 shall include the installation and billing of street lighting within the area known as Villebois and in such other areas as the City may elect to allow Street Light Type 6.
  - B. The style of lights installed in Street Lighting Type 6 are Westbrook style lights.”
3. Modify Resolution No. 1473, Section 2, to include Street Lighting Type 6 in the rate structure. The rate structure shall be as follows:

<b>“Street Lighting Type</b>	<b>Lighting District</b>	<b>Monthly D.U.F. Rate</b>
Type 1: Cobra Head	Arterials, Collectors, Commercial, and Industrial	\$1.04
Type 2: Acorn	Meadows; Daybreak, Coffee Lake, Villebois	\$5.01
Type 3: Town and Country	Fox Chase, Courtside, Day Dream, etc.	\$2.89

Type 4: Mast Arm & Head	Old Town	\$0.80
Type 5: Rectangular	Charbonneau	\$3.15
Type 6: Westbrook	Villebois	\$5.01”

4. All other sections of Resolution Nos. 881 and 1473 shall continue to be in effect.

5. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7<sup>th</sup> day of September, 2017, and filed with the Wilsonville City Recorder this date.

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TIM KNAPP, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall