

City of Wilsonville

City Council Meeting

June 17, 2019



AGENDA

**WILSONVILLE CITY COUNCIL MEETING
JUNE 17, 2019
7:00 P.M.**

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

Mayor Tim Knapp

Council President Kristin Akervall
Councilor Charlotte Lehan

Councilor Susie Stevens
Councilor Ben West

CITY COUNCIL MISSION STATEMENT

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

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

- 5:00 P.M. EXECUTIVE SESSION** [30 min.]
A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(h) Legal Counsel / Litigation
ORS 192.660(2)(i) Performance Evaluations of Public Officers and Employees
- 5:35 P.M. REVIEW OF AGENDA AND ITEMS ON CONSENT** [5 min.]
- 5:40 P.M. COUNCILORS' CONCERNS** [5 min.]
- 5:45 P.M. PRE-COUNCIL WORK SESSION**
- A. Wilsonville Community Sharing Support Grant Agreement for 2019. (Katko) [5 min.]
 - B. City of Wilsonville Addendum to the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan (Kerber/Montalvo) [10 min.]
 - C. Trimet STIF Formula Fund IGA (Brashear/Guile-Hinman) [10 min.]
 - D. SDC Deferral/Installment Program (Jacobson) [20 min.]
- 6:25 P.M. ADJOURN**
-

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, June 17, 2019 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on June 4, 2019. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

7:00 P.M. CALL TO ORDER

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

7:05 P.M. COMMUNICATIONS

- A. Wilsonville Community Sharing (Katko)

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. Citizen Academy Graduation (Monahan)
- B. Electric Bus Art Student's Day Proclamation (Work)
- C. City Manager's Contract Renewal
- D. Upcoming Meetings

8:15 P.M. COUNCILOR COMMENTS

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

8:25 P.M. CONSENT AGENDA

- A. **Resolution No. 2754**
A Resolution Of The City Of Wilsonville Authorizing Support Grant Agreement With Wilsonville Community Sharing. (Katko)
- B. **Resolution No. 2755**
A Resolution Of The City Of Wilsonville For Adoption Of The City Of Wilsonville Addendum To The Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan. (Kerber/Montalvo)
- C. **Resolution No. 2756**
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute The Tri-County Metropolitan Transportation District Of Oregon (TriMet) Subrecipient Agreement. (Brashear/Guile-Hinman)
- D. **Resolution No. 2757**
A Resolution Of The City Of Wilsonville Acting In Its Capacity As The Local Contract Review Board Authorizing The City Manager To Execute A Construction Contract With Moore Excavation, Inc. For Construction Of Garden Acres Road And PLM_1.2 Water Transmission Line Project. (Weigel)

8:35 P.M. PUBLIC HEARING

A. **Resolution No. 2753** (*Legislative Hearing*)

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2018-19.
(Rodocker)

B. **Ordinance No. 816** – 1st Reading (*Legislative Hearing*)

An Ordinance Of The City Of Wilsonville Repealing And Replacing Wilsonville Code Chapter 11
– Fees. (Nelson/Rodocker/Guile-Hinman)

8:55 P.M. CONTINUING BUSINESS

A. **Ordinance No. 836** – 2nd Reading

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Residential Agricultural Holding (Ra-H) Zone To The Planned Development Industrial (Pdi) Zone With Special Considerations For Screening And Buffering From The Adjacent Existing Residential Use On Approximately 6.16 Acres Comprising Tax Lots 300 And 500 Of Section 14A, T3S, R1W, Clackamas County, Oregon, Nicoli Pacific, LLC, Applicant/Owner. (Luxhoj)

9:00 P.M. CITY MANAGER'S BUSINESS

9:05 P.M. LEGAL BUSINESS

9:10 P.M. ADJOURN

INFORMATION ITEMS – No Council Action Necessary.

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

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



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: June 17, 2019		Subject: SDC Deferral/Installment Program	
		Staff Member: Barbara Jacobson, City Attorney	
		Department: Legal	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends that Council determine what, if any System Development Charges (SDC) deferral or installment plan program it would like to offer.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Whether City Council wishes to offer an SDC deferral and/or installment payment program. If so, what should that program include?

EXECUTIVE SUMMARY:

Staff has been presenting to City Council an Ordinance to revise City Code Chapter 11 since March. It appears the only issue remaining to be resolved to allow for passage of the revised

Chapter 11 Ordinance is reaching consensus on what, if any, SDC deferral or installment program should be implemented. In looking at other cities, staff has found that such SDC deferral programs are typically enacted by resolution, rather than ordinance, in that they tend to change with the economy, city budgets, and pressing SDC projects. Attached hereto as **Exhibit A** is a menu of options previously discussed by Council, which is simply intended as a starting place for Council's consideration of a possible SDC program. Attached, as **Exhibit B** is a staff response to the requests made by the Home Builders Association concerning SDC concessions that it would like to see enacted.

EXPECTED RESULTS:

Council will discuss and determine what, if any, SDC deferral or installment program it would like to offer and when such a program should take effect.

TIMELINE:

Open.

CURRENT YEAR BUDGET IMPACTS:

Any deferral or installment program will reduce the amount of SDCs readily available for SDC funded projects.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 6/12/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 6/12/2019

(Author of report.)

COMMUNITY INVOLVEMENT PROCESS:

Two prior work sessions and ongoing work sessions.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Less funds available in the SDC fund. Deferral or installment will help certain private developers that could incentivize more, new, or expanded business in Wilsonville.

ALTERNATIVES:

Do not enact a deferral program at this time and look at other small business programs through the City's Economic Development Department.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Council Questionnaire re SDC Deferral/Installment Options
- B. Memo to Council re HBA Request for Modification to SDC Ordinance

SDC DEFERRAL/INSTALLMENT OPTIONS

Systems Development Charges are a primary source of funding for City infrastructure projects, as well as City Parks projects. Therefore, when deciding how much, how long, and for whom to waive, defer, or finance SDCs, the cost to current projects and priorities must be considered.

While SDC payment plans and deferrals were a useful tool during the recession to stimulate business growth, economic times have changed and, therefore, some jurisdictions have reduced or eliminated deferral programs.

City staff has spent several months researching what other cities do with respect to deferrals or installment agreements for SDCs. To the extent, other cities have such allowances; those allowances are now primarily adopted by resolutions, not into city code. This is done in recognition that such programs may need to change as the economy changes. Staff has therefore removed any SDC deferral, waiver, or installment plan language from the Code itself and has added Code language to provide that Council may adopt such policies by resolution.

At the last work session, Council discussed whether SDCs were the best tool to incentivize or help small business. There was discussion about assigning the City's Economic Development staff the task of researching possible programs to incentivize small business development, including, but not limited to, deferral or installment agreements for payment of SDCs.

Notwithstanding the foregoing, the City Council may desire to move forward with a resolution to defer or finance SDCs through installment agreements while such research is occurring. The following are a few ideas already discussed by City Council, for your discussion and consideration:

Deferrals

1. Do you want a program that defers the collection of SDCs to a date after the issuance of the building permit?
 - Yes No

2. If yes to Question 1, do you want the deferral to require collateral, such as real property, in order to secure payment?
 - Yes No
 - (The other option is to be an unsecured creditor, which will make collection far less certain)

3. If yes to Question 1, please select the term length you want for deferrals:
 - a. Temporary occupancy certificate is issued
 - b. Final occupancy certificate is issued
 - c. One year
 - d. Two years
 - e. Three years
 - f. Other

4. If yes to Question 1, do you want to cap the amount of SDCs that may be deferred?
 Yes No
5. If yes to Question 4, do you want to limit the amount of SDCs that may be deferred to \$100,000?
 Yes No
6. If no to Question 5, please state the amount you want to set as the maximum amount of SDCs that can be deferred, or state no limitations on deferral amount: \$_____.

Installment Agreements

7. Do you want a program that allows for installment payments for the collection of SDCs?
 Yes No
8. If yes to Question 7, do you want the installment agreement to require collateral, such as real property, as security for the agreement?
 Yes No
9. If yes to Question 7, please select the term length you want for installment agreements:
- a. One year
 - b. Two years
 - c. Three years
 - d. Other _____
10. If yes to Question 7, do you want to cap the amount of SDCs that may be paid by installment payments?
 Yes No
11. If yes to Question 10, do you want to limit the amount of SDCs that may be paid by installment payments to \$100,000?
 Yes No
12. If no to Question 11, please state the amount you want to set as the maximum amount of SDCs that can be paid by installment payments: \$_____.
13. If yes to Question 7, do you want to require an interest rate of prime + 2%?
 Yes No
14. If no to Question 13, please state the interest rate you want to require: _____%.
15. Do you want to charge a loan/document preparation fee in conjunction with any of the above?
If so, what should that fee be?

General Questions

16. Do you want to limit an applicant to utilizing only one of the two options (deferment or installment payments), or allow an applicant to utilize both options?
 Both Only One Option
17. If both, do you want the programs to run concurrently or consecutively?
18. Do you want to charge a loan/document preparation fee to the applicant when the applicant uses one of these options (as Gresham does)?
 Yes No
19. Do you want to assign City Economic Development staff the task of researching possible programs to incentivize small business development, including, but not limited to, deferral or installment agreements for payment of SDCs?
 Yes No
20. Do you have other ideas to submit for consideration or other comments to add?

EXHIBIT B**MEMORANDUM**

TO: Honorable Mayor and City Council
City Manager

FROM: Planning, Building, Engineering, Legal, and Finance Departments

DATE: June 12, 2019

RE: Home Builders Association Request for Modification to SDC Ordinance

As acknowledged by the Home Builders Association (HBA), SDCs play a critical role in the City's ability to fund necessary infrastructure that is required as demand on public facilities increase through development. Their arguments concerning the benefits of early vesting, coupled with potentially long-term deferral, however, while financially beneficial to the developers could result in significant loss to the City in the delay in receipt of SDC revenue the City would otherwise be entitled to collect and expend. Taken in the order presented in their May 20, 2019 letter, staff responds as follows:

1. Early SDC Vesting Rights:

SDC fees are "vested" and SDC rates locked in at the time of submittal of a complete building permit application. SDC fees are due and payable at the time of building permit issuance. Although locking in SDCs at the time a developer first contemplates a development may be financially beneficial to the developer, it would be detrimental to the City and there is no indication that doing so will lower the price of any given home for the customer. It must also be noted that the proposal to lock in the fee at the first thought of development, regardless of when or if that might ever occur, is coupled with the request to defer until occupancy, whenever that might occur. As noted by Planning and Building staff, the time from actual development approval (not the application) can be over six years.

Locking in SDCs early at the time of an initial land use application will create an environment that is highly unpredictable for the City in terms of forecasting revenue and planning for the needed infrastructure to serve new subdivisions and other projects. Just because a land use application is complete, does not mean the project will proceed, or that it will proceed as presented. Often there are project delays completely outside of the City's control, but certainly within the developer's control. As noted above, in some cases, the delay between an initial completed land use application and actual development can be years.

While there could be some merit in arguing that early collection of SDCs might, in part, make up for escalating costs down the road, as noted above, that argument is of no merit since the DBA is also asking that, although the assessment might be made in 2019 for a project that does not actually get final approval until 2023, the SDCs not be due and payable until occupancy of the homes would occur, even later, for example 2025. This request would have more merit if the developer actually paid the SDCs at the time of lock-in.

Under the proposal by the HBA, there is absolutely no risk for the homebuilder, but much risk for the City. From the developer's perspective, SDCs are highly unlikely to go down and, even if they did, the developer could simply withdraw any application that has not been acted on and resubmit to take advantage of the lower SDC rates, since no SDCs would have been paid.

Under the HBA request, a zone change would vest SDC rates. This would be highly problematic on numerous fronts, as follows:

- Locked-in rates will not cover increases in materials, labor, and other construction costs, so when the infrastructure is needed, there will not be enough funding to complete the project.
- Vesting at the time of land use application would be inconsistent with how all other jurisdictions in Oregon vest projects, making Wilsonville an inconsistent anomaly. City staff is not aware of any other jurisdiction in Oregon, or nationally, where SDC rates vest at the time of land use application.
- There is no guarantee that the timing of vesting SDCs would contribute to housing affordability; what it would actually do is potentially contribute to developers' profit margins at the expense of the City's ability to keep pace with the impacts associated with the new development.

2. Allow SDC Payment Deferral to Align with Usage:

Currently, absent a deferral agreement, the collection of SDC fees occurs at the time of building permit issuance. Collection at this time makes complete sense in that it best aligns with usage of City infrastructure by the developer. For example:

- The construction period is one of the most intensive usages of the public's streets. Pick about any project and you will see numerous construction vehicles and heavy materials delivery trucks, including gravel, concrete, lumber, plumbing supplies, trusses, siding, roofing, cabinets, landscaping, etc. In addition, each home typically has numerous trade contractors who come and go. This intense usage has a major impact on both the immediate neighborhood street system and arterials and collectors that connect to those sites.
- Water service is extended and utilized during construction for pre-conditioning a site, reducing dust, wetting concrete forms during concrete pours, washing off tires to

avoid tracking mud, testing the underfloor and rough-in plumbing systems, finishing drywall, etc.

- The storm sewer system must be in place and functioning prior to the addition of new impervious surfaces, such as roofing and driveways. This is to avoid damaging and clogging up existing storm infrastructure. It also ensures untreated construction pollutants do not enter the City's facilities, which would potentially subject the City to DEQ fines.

Deferral of SDCs is not a good idea. It transfers risk to the City, rather than the developer. If the developer abandons a project before a Certificate of Occupancy (which has happened), the City is on the hook to complete the infrastructure. Deferral until occupancy could also leave the City in an awkward position with an innocent homebuyer who may have purchased the home during construction and is now faced with the City lien on the property and the inability to take occupancy until the SDC is paid.

- Paying SDCs in increments, such as monthly installments with a balloon payment at two years, with a security interest in the real estate, is a potentially viable solution, and there are other jurisdictions who do this on a limited basis. In such case, the City would establish fees for doing so and an interest rate. Dan Carlson, City Building Official, has advised that Corvallis' rate was 9%.
- Holding up a new home occupancy would be holding a new homeowner hostage when the developer is the one who owes the fees. This would create all kinds of new complex conflicts to resolve when fees are outstanding, and would place City building inspectors in a highly undesirable position, with intense pressure to compromise code requirements.
- Rare is the project that is ever on time and on budget – that is a simple reality of construction. Deferring the collection of SDC fees to the end of a project at Final Certificate of Occupancy will further compound the issue of being over budget.

3. Providing Greater Flexibility for SDC Transfer Credits Maximizes Development Potential:

- Transferring SDC credits across multiple projects and over a long span of time is a way for developers to maximize profits – or “maximize development potential.” This is a different motivation than the first point of the letter, i.e., to “reduce housing costs,” in order to contribute to affordable housing.
- SDCs are paid for the development of a specific plot of land. It is the cost of the infrastructure to serve that land. Credits should run with the land for which they were paid by being attached to the parcel.

PROCLAMATION

Electric Bus Art Students' Day
June 26, 2019

WHEREAS, SMART and the City of Wilsonville enlisted the help of local students to design the artwork for the new electric buses; and

WHEREAS, the students and teachers – Christopher Shotola-Hardt from Wilsonville High School and Phillip Clark from Wilsonville Arts and Technology High School – spent over a year dedicated to this project; and

WHEREAS, eight students –

Leilani Bautista,

Vianey Bautista,

Jasleen Kaur Bhullar,

Elaysia Gates,

Eleanor Karrick,

Angelica Maldonado,

Max McGuire, and

Mason Wright created a beautiful fine art watercolor depicting several landmarks in Wilsonville with a green and sustainable message; and

WHEREAS, your presentation to the City Council on December 17, 2018 amazed, delighted, and thrilled everyone in attendance; and

WHEREAS, your exceptional work will be enjoyed by the residents of Wilsonville for many years; and

WHEREAS, students sharing their time and talent reflects great honor on them, their family, and their community.

NOW, THEREFORE, I, Tim Knapp, Mayor of Wilsonville do hereby proclaim June 26 as Electric Bus Art Students' Day.

ELECTRIC BUS ART STUDENTS' DAY

Dated this 17th day of June, 2019

Tim Knapp, Mayor

CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings 2019

Items known as of 06/07/19

June

DATE	DAY	TIME	EVENT	LOCATION
6/24	Monday	6:30 p.m.	DRB Panel B	Council Chambers
6/26	Wednesday	6:30 p.m.	Library Board	Library

July

DATE	DAY	TIME	EVENT	LOCATION
7/1	Monday	7:00 p.m.	City Council Meeting	Council Chambers
7/8	Monday	6:30 p.m.	DRB Panel A	Council Chambers
7/10	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
7/15	Monday	7:00 p.m.	City Council Meeting	Council Chambers
7/22	Monday	6:30 p.m.	DRB Panel B	Council Chambers
7/24	Wednesday	6:30 p.m.	Library Board	Library

Community Events:

- 6/19** Walk at Lunch meet at American Family: Kyle Bunch, 11:45 a.m.
- 6/21** Mother & Son Night Out at Memorial Park River Shelter, 6:00 p.m. – 8:00 p.m.
- 6/22** Korean War Veterans Remembrance Ceremony at Town Center Park, 10:30 a.m.
- 6/25** History Pub at Wilsonville McMenamins' Old Church, 6:30 p.m. - 8:00 p.m.
- 6/26** 30 Years of Service & Electric Bus Celebration at Transit Center, 4:00 p.m.
- 6/19** Walk at Lunch meet at OCCU, 11:45 a.m.
- 7/4** City Offices closed in observance of Independence Day
- 7/10** Walk at Lunch meet at Nichols Family Agency: Allstate Insurance, 11:45 a.m.
- 7/19** Movies in the Park at Memorial Park River Shelter, 9:00 p.m.
- 7/20** Wilsonville Wellness Fair at Town Center Park, 9:00 a.m. – 1:00 p.m.
- 7/20** SMART Bike Rodeo at City Hall Parking Lot, 9:00 a.m. – 1:00 p.m.
- 7/26** Movies in the Park at Memorial Park River Shelter, 9:00 p.m.
- 8/9** Movies in the Park at Memorial Park River Shelter, 9:00 p.m.
- 8/15** Community Block Party at Town Center Park, 5:00 p.m. – 8:00 p.m.
- 8/23** Movies in the Park at Memorial Park River Shelter, 9:00 p.m.

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 17, 2019	Subject: Resolution No. 2754 Wilsonville Community Sharing Support Grant Agreement for 2019. Staff Member: Keith Katko, Assistant Finance Director Department: Finance	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: This resolution authorizes an agreement between the City and Wilsonville Community Sharing, for WCS to provide certain assistance to Wilsonville residents for fiscal year 2019-20 in the total amount of \$51,921.	
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to approve the Consent Agenda.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Authorization for a grant of financial assistance to Wilsonville Community Sharing for fiscal year 2019-20.

EXECUTIVE SUMMARY:

The annual Support Grant Agreement between the City of Wilsonville and Wilsonville Community Sharing (WCS) expires June 30, 2019.

The City of Wilsonville has supported the administrative and operational services of Wilsonville Community Sharing (WCS) through financial support for more than 18 years.

For FY 2019-20, the Approved Budget includes \$51,921; \$35,921 for a general purpose portion dedicated to, but not limited to, providing staffing, food, prescription help, rent & housing support and other services to those community members in need. Additionally, \$16,000 has been provided for utility bill paying assistance. The general purpose portion of the grant has been increased above the FY 2019-20 amount of \$34,740 by \$1,181, representing a 3.4% year over year CPI-WEST Size A indexed increase.

EXPECTED RESULTS:

The expected result of this agreement is to continue support of WCS.

TIMELINE:

This resolution and agreement would be effective from July 1, 2019 - June 30, 2020.

CURRENT YEAR BUDGET IMPACTS:

There are no current year budget impacts. For FY 2019-20, \$51,921 in General Fund has been budgeted in the City Administration Department.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 6/7/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 6/7/2019

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Helping those in need through Wilsonville Community Sharing.

ALTERNATIVES:

Not renew the Support Grant Agreement, which would impede the mission of WCS to help community members in need.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2754
 - A. Wilsonville Community Sharing Support Grant Agreement
 - B. Wilsonville Community Sharing Support Guidelines for Utility-Bill Paying Assistance Program

RESOLUTION NO. 2754

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SUPPORT GRANT AGREEMENT WITH WILSONVILLE COMMUNITY SHARING.

WHEREAS, Wilsonville Community Sharing, an Oregon non-profit corporation, has been providing community outreach services, including but not limited to staffing, food, utility bill-paying assistance, prescription help, rent and housing support, and referral to other services beyond that which Wilsonville Community Sharing can meet for those in need; and

WHEREAS, the City of Wilsonville has supported the administrative and operational services of Wilsonville Community Sharing through grant support since fiscal year 1999-2000; and

WHEREAS, since fiscal year 2010-11 the City has provided both a general purpose grant and a separate utility bill-paying assistance grant, collectively referred to as “Grant”; and

WHEREAS, the City has included the Grant within the City Manager’s budget which is subject to review by the Budget Committee and adoption by City Council; and

WHEREAS, Wilsonville Community Sharing has provided detailed quarterly and annual financial statements that include information on services and activities and Grant expenditures; and

WHEREAS, the Grant totaling \$51,921 is included in the FY 2019-20 budget and is composed of \$35,921 for the general purpose portion and \$16,000 for the utility bill-paying assistance portion; and

WHEREAS, the parties agree that it is prudent to enter into a Support Grant Agreement setting forth the respective parties’ rights and obligations for the fiscal year 2019-20 (ending June 30, 2020), ensure a financial reporting and review system, and state the specific purpose for which the Grant monies can be used;

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

1. A one-year Grant is awarded to Wilsonville Community Sharing.
2. The City Manager is authorized to enter into for the fiscal year 2019-20 (ending June 30, 2020) a Support Grant Agreement with Wilsonville Community Sharing, an Oregon non-profit organization, in the amount of \$51,921 for the fiscal year 2019-20, under the terms and conditions as set forth in the Support Grant Agreement, a copy of which is marked Exhibit A, attached hereto, and incorporated by reference as if fully set forth herein.
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17th day of June, 2019, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Council President Akervall
Councilor Stevens
Councilor Lehan
Councilor West

Attachments:

- A. Wilsonville Community Sharing Support Grant Agreement
- B. Wilsonville Community Sharing Support Guidelines for Utility-Bill Paying Assistance Program

EXHIBIT A

**WILSONVILLE COMMUNITY SHARING
SUPPORT GRANT AGREEMENT**

WHEREAS, Wilsonville Community Sharing, an Oregon non-profit corporation, has been providing community outreach services, including but not limited to staffing, food, bill-paying assistance, prescription help, rent and housing support, and referral to other services beyond that which Wilsonville Community Sharing can meet for those in need; and

WHEREAS, the City of Wilsonville has supported the administrative and operational services of Wilsonville Community Sharing through financial support since fiscal year 1999-2000 and has included the grant support in the City Manager's program budget; and

WHEREAS, the fiscal year 2019-20 budget includes a total of \$51,921 for financial support which is separated into a general purpose portion of \$35,921 and a utility bill-paying assistance portion of \$16,000, collectively this is referred to as "Grant"; and

WHEREAS, the general purpose portion of the Grant has been indexed to the Portland-Salem Metropolitan Area Consumer Price Index from December 2017 to December 2018; and

WHEREAS, the utility bill-paying assistance portion was added in May 2010 in response to a Council Goal to address increased need resulting from the recession during that time period and contained a provision to continue through June 2013 or until the Portland metro area unemployment rate fell below 7%, whichever happened later; and

WHEREAS, the City Council has recognized utility bill-paying assistance is an on-going need and developed guidelines in 2015 for the use of funds for utility bill-paying assistance; and

WHEREAS, Wilsonville Community Sharing has provided detailed quarterly and annual financial statements that include information on services and activities and Grant expenditures; and

WHEREAS, the parties agree that it is prudent to enter into a Grant Agreement setting forth the respective parties' rights and obligations and to establish the Grant for fiscal year 2019-20 (ending June 30, 2020), ensure a financial reporting and review system, and state the specific purpose for which the Grant monies can be used;

NOW, THEREFORE, based on the mutual considerations and provisions set forth below, the parties enter into this Support Grant Agreement ("Grant Agreement") as follows:

1. Purpose of Grant. To provide financial support to Wilsonville Community Sharing for administration and operations to provide community services and outreach to and for community members in need of such services, including but not limited to staffing, food, utility bill-paying assistance, prescription help, rent and housing support, and referral to other services

beyond that which Wilsonville Community Sharing can provide. The financial support provided by the Grant is not for capital construction or renovation.

2. Grant Amount. The amount of the Grant for fiscal year 2019-20 shall be \$51,921, composed of \$35,921 for general support of all programs including administration and \$16,000 dedicated solely to utility bill-paying assistance.

3. Term of Grant. The term of the Agreement commences July 1, 2019 and terminates June 30, 2020, subject to the terms and provisions of this Agreement and Wilsonville Community Sharing providing the community services and outreach set forth in the above Section 1–Purpose.

4. Consumer Price Index Escalator. If the general support portion of the Grant shall be continued into the ensuing fiscal year (FY 2020-21) it shall be indexed to the Bureau of Labor Statistics Consumer Price Index labeled “West – Size A CPI-W”, December-to-December annual change, unless other modifications are approved by the City Council.

5. Utility Bill-Paying Assistance Guidelines. Utility bill-paying assistance shall be granted and administered according to the Utility Bill Paying Assistance Program Guidelines, attached as Exhibit B.

6. Grant Administration.

6.1. The Grant shall be administered by the City’s Finance Director.

6.2. The Grant shall be paid quarterly by the seventh day of each quarter.

7. Reporting.

7.1. Wilsonville Community Sharing shall provide a report to the City on the use of the utility bill-paying assistance portion within three weeks following the end of a calendar quarter. The form of the report shall be similar to the format used in the prior fiscal year.

7.2. Wilsonville Community Sharing shall provide to the City an annual financial report each January setting forth the operational and administrative services and activities provided and the Grant expenditures in support thereof. The reports shall provide the information on services and activities and Grant expenditures for the prior calendar year and a budget from the 1st of January of that reporting year to December 31st of that year.

7.3. Wilsonville Community Sharing shall provide to the City a copy of its full and complete annual Form 990 IRS filing within 10 business days of filing it with the IRS.

8. Finance Review.

8.1. Wilsonville Community Sharing shall maintain books, records, documents, and other materials (collectively referred to as “documents and records”) that sufficiently and properly reflect back-up for all expenditures made pursuant to this Agreement. The City shall have full access to and the right to examine and copy, during normal Wilsonville Community Sharing business hours, all of the documents and records of Wilsonville Community Sharing related to matters covered by this Agreement, whether the documents and records are in electronic form or printed form and whether maintained separately or as part of other financial information. This inspection right shall remain in full force and effect for two (2) years from July 1, 2019.

8.2. Upon fifteen (15) days’ prior written notice, the City shall have the right to conduct an audit or financial review of Wilsonville Community Sharing’s documents and records, as reasonably related to this Agreement. If an audit or review of the documents and records determines that Grant funds have been inappropriately expended by Wilsonville Community Sharing under this Agreement or any federal, state, or City regulation, Wilsonville Community Sharing agrees that it must reimburse the City for the full amount identified by the audit or review as an inappropriate expenditure. Such outstanding amounts shall bear interest at the rate of the Federal Funds Rate (currently at 2.5%), plus 5%.

8.3. If the inappropriate expenditure(s) exceeds five hundred dollars (\$500) Wilsonville Community Sharing will reimburse the City for the cost of the audit or review.

8.4. Wilsonville Community Sharing may contest the audit findings and, if so, the parties will meet to arrive at a mutual resolution. If no resolution can be agreed upon within sixty (60) days, the parties will mutually agree on a review auditor to resolve the dispute or, if the parties cannot agree on a review auditor, either party may ask a Clackamas County judge to appoint a review auditor, whose finding shall be binding on the parties and non-appealable.

9. Grant Confidentiality. In reporting to the City under Section 7 and in reporting the findings of any audit or financial review, the names, social security numbers, medical information, or other information that is confidential under law as may pertain to the clients of Wilsonville Community Sharing shall not be reported and shall remain confidential.

10. Termination.

10.1. The City and Wilsonville Community Sharing may mutually terminate this Grant Agreement at any time.

10.2. The City may terminate this Grant Agreement at the end of the fiscal year in which the Grant has been funded if the City is unable to appropriate sufficient funding to fund the Grant for the ensuing year.

10.3. The City may terminate upon fifteen (15) days’ notice upon an audit or financial review determination of inappropriate expenditure.

10.4. The City may terminate the Grant Agreement immediately upon receiving notice that Wilsonville Community Sharing is no longer providing the services set forth in Section 1–Purpose.

10.5. Wilsonville Community Sharing may terminate this Grant Agreement at the end of any quarter in which it has received funds and it may terminate this Grant at any time, provided it reimburses the City for any unexpended funds received.

11. Authority. The individuals executing this Grant Agreement on behalf of the respective parties thereto each represent and warrant to the other that he/she has the full power and authority to do so on behalf of said party and to bind said party to the terms of this Grant Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Grant Agreement effective this ____ day of _____, 2019.

WILSONVILLE COMMUNITY SHARING

CITY OF WILSONVILLE

By: _____

By: _____

As Its: President

Bryan Cosgrove
As Its: City Manager

Wilsonville Community Sharing Guidelines for Utility-Bill Paying Assistance Program

(Approved 2015)

Guidelines:

The Wilsonville City Council will designate City funds to be used by Wilsonville Community Sharing (WCS) for utility bill-paying assistance via Resolution. WCS may augment these funds from other sources. However, the use of City funds for utility bill-paying assistance shall be in accordance with the following guidelines:

- Utility bill-paying assistance is available for the following utilities:
 - Utilities that provide heat
 - Utilities that provide electricity
 - City of Wilsonville combined utility bill
- Each client shall have an in-person in-take appointment with WCS.
- The client must live within the City limits of Wilsonville, as verified by address on utility bills and income documents.
- The reason for bill-paying assistance must be stated by the client to WCS staff.
- Utility bills for which the client is requesting bill-paying assistance must be original and presented to WCS staff at the time of in-take appointment.
- For assistance with heat and/or electric utilities, client must demonstrate evidence of working with Clackamas County Social Services or Washington County Community Action, by providing to WCS staff the name, phone number and dates of contact with the staff person with whom they have worked.
- Bill-paying assistance from City funds for utilities that provide heat and/or electricity (PGE & NW Natural, etc.) shall be after the client either received, or made a good faith effort to receive, any assistance granted through other organizations, such as Clackamas County Social Services or Community Action in Washington County. In the event no assistance was granted, WCS will evaluate on a case-by-case basis as to the reason, but the lack of assistance from another organization will not disqualify a client from receiving bill-paying assistance through this program.
- WCS will follow Clackamas County's Social Services income guidelines for eligibility:
 - 60% of State median income by household size; for use in Federal fiscal year (Oct. 1 - Sept 30)
 - Income eligibility is based on the total gross household income received by all adults age 18 and over living at the home at the time of application.
 - Gross income is before taxes and deductions.
- WCS will follow Clackamas County's income eligibility determination:
 - Income for the 30 days prior to the application is verified for the purpose of determining income eligibility.
 - Income eligibility can also be demonstrated by the client through the verification of a major financial crisis or set-back that has negatively impacted the client's financial situation, thereby impacting their ability to pay the full amount of their utility bill(s). In

EXHIBIT B

such cases, the financial crisis or set –back must demonstrably detract from their income in an amount that would make them fall within the income eligibility guidelines.

- WCS will contact Clackamas County Social Services each August or September to verify and update, as necessary, income guidelines and income eligibility determination. WCS will remain consistent, on an annual basis, with Clackamas County Social Services in these areas.
- Bill-paying assistance for utilities is capped as follows:
 - At total \$300 per the City’s fiscal year (July 1 through June 30), per household, for all utilities.
 - If bill-paying assistance is requested for the City of Wilsonville’s combined utility bill, this amount shall be capped at \$150 per the City’s fiscal year, per household.
 - These caps may be adjusted as the Wilsonville City Council determines through Resolution.
- WCS will verify with the utilities the amount owed by the client.
- WCS will pay the utilities directly. No funds will be disbursed to the client. For bill-paying assistance for the City of Wilsonville combined utility bill, no funds will be disbursed; WCS staff will contact the City and the City will adjust the client’s bill accordingly.
- WCS staff shall make a good faith effort to avoid actual or perceived conflict of interest in administering the bill-paying assistance program, meaning that WCS staff will recuse themselves from determining eligibility and award amount for bill-paying assistance to their family members and friends, other WCS staff, and city of Wilsonville staff; and instead convene a panel of the WCS Board Chair and City Finance Director, or their designees, to determine eligibility and bill-paying assistance amount, following the above guidelines.
- WCS shall maintain a generalized list of clients awarded bill-paying assistance, in order to provide information annually to the City’s Finance Department. This list shall consist of the client’s initials (not name), address, the amount of the assistance awarded and the utilities covered by the assistance. This information will be kept confidential and will be used for statistical purposes. WCS will provide this information annually by September 1 of each year, covering the previous fiscal year period of July 1 through June 30.



CITY COUNCIL MEETING STAFF REPORT

<p>Meeting Date: June 17, 2019</p>	<p>Subject: Resolution No. 2755 City of Wilsonville Addendum to the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan</p> <p>Staff Member: Delora Kerber, Public Works Director and Martin Montalvo, Public Works Operations Manager</p> <p>Department: Public Works</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p>Comments: N/A</p>	
<p>Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.</p>		
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>		
<p>Project / Issue Relates To:</p>		
<p><input type="checkbox"/> Council Goals/Priorities:</p>	<p><input type="checkbox"/> Adopted Master Plan(s):</p>	<p><input checked="" type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

Adoption of Natural Hazard Mitigation Plan.

EXECUTIVE SUMMARY:

On May 20, 2013, Council adopted an Appendix to the City of Wilsonville’s Addendum to Clackamas County Natural Hazard Mitigation Plan (NHMP) Update 2011-12. Since that time, Clackamas County updated their NHMP in 2018 prompting the City of Wilsonville to review and update the City’s Addendum. The purpose of having a Natural Hazard Mitigation Plan (NHMP) is to help reduce future loss of life and damage to property from natural hazards such as floods, landslides, wildfires, severe storms, volcanoes and earthquakes.

Utilizing State grant funds, the Oregon Partnership for Disaster Resilience was hired to prepare an Addendum to the Clackamas County NHMP (City of Wilsonville Addendum) in conjunction with City of Wilsonville’s Hazard Mitigation Advisory Committee and Clackamas County Resilience Coordinator.

The NHMP provides Wilsonville with a set of goals, action items and resources designed to reduce risk from future natural disaster events. With final adoption by City Council and final approval by FEMA, the City will be eligible to apply for the Robert R. Stafford Disaster Relief and Emergency Assistance Act’s hazard mitigation project grants through April 11, 2024

Both the County’s and City’s NHMP need pre-approval and final approval from Federal Emergency Management Agency (FEMA) and the Oregon Office of Emergency Management (OOEM).

EXPECTED RESULTS:

Having final approval from FEMA is a requirement of eligibility for any future FEMA’s Pre-Disaster Mitigation Grants, Hazard Mitigation Grants and/or Flood Mitigation Assistance Grants.

TIMELINE:

Natural Hazard Mitigation Plans should be updated every five years. Once approved this NHMP Addendum will be effective through 2024.

CURRENT YEAR BUDGET IMPACTS:

None.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 6/6/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 6/11/2019

This is a continuation of an agreement that has been in place for several years. Public works staff has reviewed the Plan for completeness and accuracy.

COMMUNITY INVOLVEMENT PROCESS:

The City’s Hazard Mitigation Advisory Committee was reconvened and met on August 1, 2018 to discuss the plan update including risk assessment, mitigation strategy, and plan implementation and maintenance. Committee members included: City staff from various departments (Planning, Natural Resources, Building, GIS, and Public Works) plus representatives from the West Linn-Wilsonville School District and Tualatin Valley Fire & Rescue.

The Draft City Addendum of the NHMP document was posted on the City's Website, Facebook page, Twitter account and NextDoor app and was available for public comment for 60 days.

BENEFIT TO THE COMMUNITY:

Having an approved NHMP gives the City eligibility for FEMA's Pre-Disaster Mitigation Grants, Hazard Mitigation Grants and/or Flood Mitigation Assistance Grants.

ALTERNATIVES:

Not approve the City of Wilsonville Addendum to the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2755
 - A. City of Wilsonville Addendum to the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan

RESOLUTION NO. 2755

A RESOLUTION OF THE CITY OF WILSONVILLE FOR ADOPTION OF THE CITY OF WILSONVILLE ADDENDUM TO THE CLACKAMAS COUNTY MULTI-JURISDICTIONAL NATURAL HAZARD MITIGATION PLAN.

WHEREAS, the City of Wilsonville recognizes the threat that natural hazards pose to people, property and infrastructure within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people, property and infrastructure from future hazard occurrences; and

WHEREAS, an adopted Natural Hazards Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs and with approval of this NHMP the City will be eligible to apply for the Robert R. Stafford Disaster Relief and Emergency Assistance Act's hazard mitigation project grants through April 11, 2024; and

WHEREAS, the City of Wilsonville adopted the *City of Wilsonville addendum to the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan* to reflect new information contained therein through the creation of a new appendix (Appendix C) via Resolution 2418 on May 20, 2013; and

WHEREAS, Clackamas County has subsequently completed an update to the *Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan* of which the City of Wilsonville is party to; and

WHEREAS, the City of Wilsonville needs to update and replaced its addendum to the *Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan*; and

WHEREAS, This addendum supplements information contained in Volume I (Basic Plan) which serves as the NHMP foundation and Volume III (Appendices) which provide additional information; and

WHEREAS, the Oregon Office of Emergency Management and Federal Emergency Management Agency, Region X officials have approved the *Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan* and pre-approved the *City of Wilsonville Addendum to the Clackamas County Natural Hazard Mitigation Plan* on April 12, 2019; and

WHEREAS, final approval of the City's Addendum by FEMA is contingent upon this official adoption by the City.

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

1. The City adopts *City of Wilsonville Addendum to the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan, (2019 Update)*.
2. The City will submit this Adoption Resolution to the Oregon Office of Emergency Management and Federal Emergency Management Agency, Region X officials to enable final approval of the *City of Wilsonville Addendum to the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan*.
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 17th day of June 2019, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Stevens

Councilor Lehan

Councilor West

Exhibit:

- A. City of Wilsonville Addendum to the Clackamas County Multi-Jurisdictional Hazard Mitigation Plan

City of Wilsonville Addendum to the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan



Photo Credit: City of Wilsonville

March 2019

Volume II: Wilsonville Addendum



Prepared for:
City of Wilsonville

Prepared by:
**University of Oregon
Institute for Policy Research and Engagement
Oregon Partnership for Disaster Resilience**

EXHIBIT A

Planning grant funding provided by:



Federal Emergency Management Agency (FEMA)
Pre-Disaster Mitigation Program
Grant: EMS-2017-PC-0005
Sub-grant Application Reference: PDMC-PL-10-OR-2016-001, and

Additional Support Provided by:



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Purpose

This is an update of the Wilsonville addendum to the Clackamas County Multi-Jurisdictional Natural Hazard Mitigation Plan (NHMP). This addendum supplements information contained in Volume I (Basic Plan) which serves as the NHMP foundation and Volume III (Appendices) which provide additional information. This addendum meets the following requirements:

- Multi-Jurisdictional **Plan Adoption** §201.6(c)(5),
- Multi-Jurisdictional **Participation** §201.6(a)(3),
- Multi-Jurisdictional **Mitigation Strategy** §201.6(c)(3)(iv) and
- Multi-Jurisdictional **Risk Assessment** §201.6(c)(2)(iii).

Updates to Wilsonville's addendum are further discussed throughout the NHMP and within Volume III, Appendix B, which provides an overview of alterations to the document that took place during the update process.

Wilsonville adopted their addendum to the Clackamas County Multi-jurisdictional NHMP on **[Month] [Day], 2019**. FEMA Region X approved the Clackamas County NHMP on April 12, 2019 and the City's addendum on **[Month] [Day], 2019**. With approval of this NHMP the City is now eligible to apply for the Robert T. Stafford Disaster Relief and Emergency Assistance Act's hazard mitigation project grants through **April 11, 2024**.

Mitigation Plan Mission

The NHMP mission states the purpose and defines the primary functions of the NHMP. It is intended to be adaptable to any future changes made to the NHMP and need not change unless the community's environment or priorities change.

The City concurs with the mission statement developed during the Clackamas County planning process (Volume I, Section 3):

Promote sound public policy designed to protect citizens, critical facilities, infrastructure, private property, and the environment from natural hazards.

This can be achieved by increasing public awareness, documenting the resources for risk reduction and loss-prevention, and identifying activities to guide the county towards building a safer, more sustainable community.

Mitigation Plan Goals

Mitigation plan goals are more specific statements of direction that Clackamas County citizens and public and private partners can take while working to reduce the City's risk from natural hazards. These statements of direction form a bridge between the broad mission statement and action items. The goals listed here serve as checkpoints as agencies and organizations begin implementing mitigation action items.

The City concurs with the goals developed during the Clackamas County planning process (Volume I, Section 3). All NHMP goals are important and are listed below in no order of priority. Establishing community priorities within action items neither negates nor eliminates any goals, but it establishes which action items to consider implementing first, should funding become available.

EXHIBIT A

Below is a list of the NHMP goals:

GOAL #1: PROTECT LIFE AND PROPERTY

- Implement activities that assist in protecting lives by making homes, businesses, infrastructure, critical facilities, and other property more resistant to natural hazards.
- Reduce losses and repetitive damages for chronic hazard events while promoting insurance coverage for catastrophic hazards.
- Improve hazard assessment information to make recommendations for discouraging new development and encouraging preventative measures for existing development in areas vulnerable to natural hazards.

GOAL #2: ENHANCE NATURAL SYSTEMS

- Balance watershed planning, natural resource management, and land use planning with natural hazards mitigation to protect life, property, and the environment.
- Preserve, rehabilitate, and enhance natural systems to serve natural hazard mitigation functions.

GOAL #3: AUGMENT EMERGENCY SERVICES

- Establish policy to ensure mitigation projects for critical facilities, services, and infrastructure.
- Strengthen emergency operations by increasing collaboration and coordination among public agencies, non-profit organizations, and business, and industry.
- Coordinate and integrate natural hazards mitigation activities, where appropriate, with emergency operations plans and procedures.

GOAL #4: ENCOURAGE PARTNERSHIPS FOR IMPLEMENTATION

- Strengthen communication and coordinate participation among and within public agencies, citizens, non-profit organizations, business, and industry to gain a vested interest in implementation.
- Encourage leadership within public and private sector organizations to prioritize and implement local, county, and regional hazard mitigation activities.

GOAL #5: PROMOTE PUBLIC AWARENESS

- Develop and implement education and outreach programs to increase public awareness of the risks associated with natural hazards.
- Provide information on tools, partnership opportunities, and funding resources to assist in implementing mitigation activities.

NHMP Process, Participation and Adoption

This section of the NHMP addendum addresses 44 CFR 201.6(c)(5), *Plan Adoption*, and 44 CFR 201.6(a)(3), *Participation*.

Wilsonville first developed an addendum to Clackamas County's Natural Hazards Mitigation Plan in 2009. This plan was updated in 2013 and in 2018. The last update of the Wilsonville addendum to the Clackamas County NHMP was approved by FEMA on April 8, 2013.

In addition to establishing a comprehensive community-level mitigation strategy, the Disaster Mitigation Act of 2000 (DMA2K), and the regulations contained in 44 CFR 201, require that jurisdictions maintain an approved NHMP to receive federal funds for mitigation projects. Local adoption, and federal approval of this NHMP ensures that the city will remain eligible for pre-, and post-disaster mitigation project grants.

The Oregon Partnership for Disaster Resilience (OPDR) at the University of Oregon's Institute for Policy Research, and Engagement (IPRE) collaborated with the Oregon Office of Emergency Management (OEM), Clackamas County, and Wilsonville to update their NHMP. This project is funded through the Federal Emergency Management Agency's (FEMA) Fiscal-Year 2016 (FY16) Pre-Disaster Mitigation (PDM) Competitive Grant Program EMS-2017-PC-0005 (PDMC-PL-10-OR-2016-001). Members of the Wilsonville NHMP Hazard Mitigation Advisory Committee (HMAC) also participated in the County NHMP update process (Volume III, Appendix B).

The Clackamas County NHMP, and Wilsonville addendum, are the result of a collaborative effort between citizens, public agencies, non-profit organizations, the private sector, and regional organizations. The Wilsonville HMAC guided the process of developing the NHMP.

Convener

The Wilsonville Director of Public Works serves as the NHMP addendum convener. The convener of the NHMP will take the lead in implementing, maintaining and updating the addendum to the Clackamas County NHMP in collaboration with the designated convener of the Clackamas County NHMP (Clackamas County Resilience Coordinator).

Representatives from the City of Wilsonville HMAC met formally and informally, to discuss updates to their addendum (Volume III, Appendix B). The HMAC reviewed and revised the City's addendum, with focus on the NHMP's risk assessment and mitigation strategy (action items).

This addendum reflects decisions made at the designated meetings and during subsequent work and communication with Clackamas County Resilience Coordinator, and the OPDR. The changes are highlighted with more detail throughout this document and within Volume III, Appendix B. Other documented changes include a revision of the City's risk assessment and hazard identification sections, NHMP mission and goals, action items, and community profile.

The Wilsonville HMAC was comprised of the following representatives:

- Convener, Delora Kerber, Director of Public Works
- Dan Carlson, Building Official

- Dan Pauly, Senior Planner
- Kerry Rappold, Natural Resource Program Manager
- Jeff Rubin, Tualatin Valley Fire & Rescue, Emergency Manager
- Dan Stark, GIS Manager
- Tim Woodley, West Linn-Wilsonville School District, Director of Operations

Public participation was achieved with the establishment of the HMAC, which was comprised of City officials representing different departments and sectors and members of the public. The HMAC served as the local review body for the NHMP's development. Community members were provided an opportunity for comment via the NHMP review process, and through a survey administered by Clackamas County (Volume III, Appendix G).

NHMP Implementation and Maintenance

The City Council will be responsible for adopting the Wilsonville addendum to the Clackamas County NHMP. This addendum designates a HMAC and a convener to oversee the development and implementation of action items. Because the City addendum is part of the County's multi-jurisdictional NHMP, the City will look for opportunities to partner with the County. The City's HMAC will convene after re-adoption of the Wilsonville NHMP addendum on an annual schedule. The County is meeting on a semi-annual basis and will provide opportunities for the cities to report on NHMP implementation and maintenance during their meetings. The City's Director of Public Works will serve as the convener and will be responsible for assembling the HMAC. The HMAC will be responsible for:

- Reviewing existing action items to determine suitability of funding;
- Reviewing existing and new risk assessment data to identify issues that may not have been identified at NHMP creation;
- Educating and training new HMAC members on the NHMP and mitigation actions in general;
- Assisting in the development of funding proposals for priority action items;
- Discussing methods for continued public involvement; and
- Documenting successes and lessons learned during the year.

The convener will also remain active in the County's implementation and maintenance process (Volume I, Section 4).

The City will utilize the same action item prioritization process as the County (Volume I, Section 4).

Implementation through Existing Programs

This NHMP is strategic and non-regulatory in nature, meaning that it does not necessarily set forth any new policy. It does, however, provide: (1) a foundation for coordination and collaboration among agencies and the public in the city; (2) identification and prioritization of future mitigation activities; and (3) aid in meeting federal planning requirements and qualifying for assistance programs. The mitigation plan works in conjunction with other city plans and programs including the Comprehensive Land Use Plan, Capital Improvements Plan, and Building Codes, as well as the [Clackamas County NHMP](#), and the [State of Oregon NHMP](#).

EXHIBIT A

The mitigation actions described herein (and in Attachment A) are intended to be implemented through existing plans and programs within the city. Plans and policies already in existence have support from residents, businesses and policy makers. Where possible, Wilsonville will implement the NHMP's recommended actions through existing plans and policies. Many land-use, comprehensive and strategic plans get updated regularly, allowing them to adapt to changing conditions and needs. Implementing the NHMP's action items through such plans and policies increases their likelihood of being supported and implemented. Implementation opportunities are further defined in action items when applicable.

Future development without proper planning may result in worsening problems associated with natural hazards. Metro, the regional government for Clackamas, Multnomah, and Washington counties, determines many land use laws for the tri-county region and sets the urban growth boundary. The entire Portland Metro area is subject to tremendous growth pressures due to its desirable location and the restrictions on urban sprawl placed by urban growth boundary requirements.

Wilsonville's acknowledged comprehensive plan is the City of Wilsonville Comprehensive Plan (2000, updated August 2013). The Oregon Land Conservation and Development Commission first acknowledged the plan in 1983. The City implements the plan through the Development Code.

Wilsonville currently has the following plans, regulations, and projects that relate to natural hazard mitigation. For a complete list visit the City's [website](#):

- [Comprehensive Plan](#)
- [Development Code](#)
 - [Section 4.139 The Significant Resource Overlay Zone \(SROZ\)](#)
 - [Section 4.171 Protection of Natural Features and Other Resources](#)
 - [Section 4.172 Floodplain Regulations](#)
 - [Section 4.176 Landscaping, Screening, and Buffering](#)
 - [Section 4.177 Street Improvement Standards](#)
 - [Section 4.320 Underground Utilities Requirements](#)
 - [Section 4.500 Willamette River Greenway](#)
 - [Section 4.600 Tree Preservation and Protection](#)
- [Capital Improvement Projects](#)
- [Coffee Creek Master Plan](#)
- [Development Process Guidelines](#)
 - [Natural Resources Process Guidelines](#)
- [Emergency Operations Plan](#)
- [Natural Resources Annexation Policy](#)
- [Transit System Master Plan](#)
- [Transportation Systems Plan](#)
 - [Portland Metro 2014 Regional Transportation Plan](#)
- [Stormwater Master Plan](#)
- [Water System Master Plan](#)

Other plans:

- [Clackamas County Community Wildfire Protection Plan](#)
 - [Tualatin Valley Fire and Rescue](#)

Government Structure

The City of Wilsonville has a council-manager form of government. The City Council consists of five members; a mayor and four councilors. The mayor presides over Council meetings. The mayor and City Council members are elected to four-year terms of office through a general election. The City Council is responsible for identifying problems and needs within the community and then addressing those problems through community goals and objectives.

Community Development is responsible for residential building and planning and monitoring future development. They make recommendations to City Council for changes to the Planning and Land Development Ordinance, Historic District Zones, the Comprehensive Plan and the Zoning Map.

The City of Wilsonville provides a variety of services to promote the safety and welfare of its residents. Public services that support the demands of a growing community include Community Development, Community Services, GIS, Public Safety, and Public Works.

Community Development: Includes Building, Planning, Engineering, Natural Resources, and Urban Renewal. The Department manages development projects within the city and produces the strategic vision of the city.

Community Services: Responsible for maintaining 12 public parks totaling 235 acres and the preservation of opens spaces, trees, creeks, wetlands, and habitat areas.

GIS: Provides mapping and data analysis services to City departments.

Public Safety: Consists of the Municipal Court, Wilsonville Police and Tualatin Valley Fire and Rescue who provide services to enhance the health and safety of Wilsonville residents.

Public Works: Responsible for maintaining streets, streetlights, water, sewer, and stormwater systems and manages the Willamette River Water Treatment and Wastewater Treatment Plants. Public works is also responsible for emergency management and response.

Continued Public Participation

An open public involvement process is essential to the development of an effective NHMP. To develop a comprehensive approach to reducing the effects of natural disasters, the planning process shall include opportunity for the public, neighboring communities, local and regional agencies, as well as, private and non-profit entities to comment on the NHMP during review.¹ Keeping the public informed of the City's efforts to reduce its risk to future natural hazard events is important for successful NHMP implementation and maintenance. The City is committed to involving the public in the NHMP review and update process (Volume I, Section 4). The City posted the plan update for public comment before FEMA approval, and after approval will maintain the plan on the City's website: <https://www.ci.wilsonville.or.us/publicworks/page/emergency-management>.

¹ Code of Federal Regulations, Chapter 44. Section 201.6, subsection (b). 2015

NHMP Maintenance

The Clackamas County NHMP and City addendum will be updated every five years in accordance with the update schedule outlined in the Disaster Mitigation Act of 2000. During the County NHMP update process, the City will also review and update its addendum (Volume I, Section 4). The convener will be responsible for convening the HMAC to address the questions outlined below.

- Are there new partners that should be brought to the table?
- Are there new local, regional, state or federal policies influencing natural hazards that should be addressed?
- Has the community successfully implemented any mitigation activities since the NHMP was last updated?
- Have new issues or problems related to hazards been identified in the community?
- Are the actions still appropriate given current resources?
- Have there been any changes in development patterns that could influence the effects of hazards?
- Have there been any significant changes in the community's demographics that could influence the effects of hazards?
- Are there new studies or data available that would enhance the risk assessment?
- Has the community been affected by any disasters? Did the NHMP accurately address the impacts of this event?

These questions will help the HMAC determine what components of the mitigation plan need updating. The HMAC will be responsible for updating any deficiencies found in the NHMP.

Mitigation Strategy

This section of the NHMP addendum addresses 44 CFR 201.6(c)(3)(iv), *Mitigation Strategy*.

The City's mitigation strategy (action items) were first developed during the 2009 NHMP planning process and revised during subsequent NHMP updates. During these processes, the HMAC assessed the City's risk, identified potential issues, and developed a mitigation strategy (action items).

During the 2018 update process the City re-evaluated their mitigation strategy (action items). During this process action items were updated, noting what accomplishments had been made and whether the actions were still relevant; any new action items were identified at this time (see Volume III, Appendix B for more information on changes to action items).

Priority Action Items

Table WA-1 presents a list of mitigation actions. The HMAC decided to modify the prioritization of action items in this update to reflect current conditions (risk assessment), needs, and capacity. High priority actions are shown in **bold** text with grey highlight. The City will focus their attention, and resource availability, upon these achievable, high leverage, activities over the next five-years. Although this methodology provides a guide for the HMAC in terms of implementation, the HMAC has the option to implement any of the action items at any time. This option to consider all action items for implementation allows the

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committee to consider mitigation strategies as new opportunities arise, such as capitalizing on funding sources that could pertain to an action item that is not currently listed as the highest priority. Refer to Attachment A for detailed information for each action. Full text of the plan goals referenced in Table WA-1 is located on page WA-2.

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Table WA-I Wilsonville Action Items

Natural Hazard Action ID	Action Item	Coordinating Organization (Lead)	Internal Partners	Timing	Plan Goals Addressed				
					Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
MH #1	Develop public education programs to inform the public about methods for mitigating the impacts of natural hazards.	Planning	Tualatin Valley Fire & Rescue, Hazard Mitigation Advisory Committee	Ongoing	✓		✓	✓	✓
MH #2	Integrate the goals and action items from the Natural Hazards Mitigation Plan into existing regulatory documents and programs, where appropriate.	Planning	Public Works, Building, Planning Commission, Natural Resources	Ongoing	✓	✓	✓	✓	✓
MH #3	Continue vegetation management throughout the city.	Natural Resources	Planning, Public Works, Parks	Ongoing			✓		✓
EQ #1	Conduct seismic evaluations of the Community Center and other critical and essential facilities and implement appropriate structural mitigation strategies.	Community Development, Public Works	Building, Engineering	Long Term	✓	✓	✓		
EQ #2	Perform non-structural mitigation on public facilities to improve life safety standards.	Human Resources	Building, Engineering	Ongoing	✓		✓		✓
EQ #3	Seismically retrofit Willamette Water Treatment Plant and Intake Facility	Engineering	Building	Long Term	✓		✓		

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Natural Hazard Action ID	Action Item	Coordinating Organization (Lead)	Internal Partners	Timing	Plan Goals Addressed				
					Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
EQ #4	Complete the French Prairie Bridge, including accommodation of emergency vehicle passage.	Engineering	Building	Long Term	✓		✓	✓	
FL #1	Ensure continued compliance in the National Flood Insurance Program (NFIP) through enforcement of local floodplain management ordinances.	Community Development	GIS, Planning	Ongoing	✓			✓	
FL #2	Coordinate with the Oregon Department of Transportation (ODOT) to increase the capacity of culverts.	Community Development	Engineering, Public Works	Ongoing	✓			✓	
FL #3	Implement the recommendations found in the Stormwater Master Plan.	Natural Resources	Planning, Public Works	Ongoing	✓	✓	✓	✓	
SW #1	Reduce negative effects from severe windstorm and severe winter storm events.	Community Development	Public Works	Ongoing	✓	✓	✓	✓	✓
WF #1	Coordinate wildfire mitigation action items through the Clackamas County Community Wildfire Protection Plan.	TVF&R	Public Works, Parks and Recreation, Natural Resources	Ongoing	✓	✓	✓	✓	✓

Source: City of Wilsonville HMAC, 2018

Note: Full text of the plan goals referenced in this table is located on page WA-2.

Risk Assessment

This section of the NHMP addendum addresses 44 CFR 201.6(b)(2) - Risk Assessment. In addition, this chapter can serve as the factual basis for addressing Oregon Statewide Planning Goal 7 – Areas Subject to Natural Hazards. Assessing natural hazard risk has three phases:

- **Phase 1:** Identify hazards that can impact the jurisdiction. This includes an evaluation of potential hazard impacts – type, location, extent, etc.
- **Phase 2:** Identify important community assets and system vulnerabilities. Example vulnerabilities include people, businesses, homes, roads, historic places and drinking water sources.
- **Phase 3:** Evaluate the extent to which the identified hazards overlap with or have an impact on, the important assets identified by the community.

The local level rationale for the identified mitigation strategies (action items) is presented herein and within Volume I, Section 3 and Volume III, Appendix C. The risk assessment process is graphically depicted in Figure WA-1. Ultimately, the goal of hazard mitigation is to reduce the area of risk, where hazards overlap vulnerable systems.

Figure WA-1 Understanding Risk



Hazard Analysis

The Wilsonville HMAC developed their hazard vulnerability assessment (HVA), using their previous HVA and the County's HVA as a reference. Changes from their previous HVA and the County's HVA were made where appropriate to reflect distinctions in vulnerability and risk from natural hazards unique to Wilsonville, which are discussed throughout this addendum.

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Table WA-2 shows the HVA matrix for Wilsonville listing each hazard in order of rank from high to low. For local governments, conducting the hazard analysis is a useful step in planning for hazard mitigation, response and recovery. The method provides the jurisdiction with a sense of hazard priorities but does not predict the occurrence of a hazard.

Two catastrophic hazards (Cascadia Subduction Zone earthquake and Crustal earthquake) and one chronic hazard (winter storm) rank as the top hazard threats to the City (Top Tier). Wildfire, extreme heat, drought, and windstorm comprise the next highest ranked hazards (Middle Tier), while flood, volcanic event, and landslide hazards comprise the lowest ranked hazards (Bottom Tier).

Table WA-2 Hazard Analysis Matrix – Wilsonville

Hazard	Maximum				Total Threat Score	Hazard Rank	Hazard Tiers
	History	Vulnerability	Threat	Probability			
Earthquake - Cascadia	4	45	100	28	177	#1	Top Tier
Earthquake - Crustal	6	50	100	21	177	#1	
Winter Storm	16	30	70	49	165	#3	
Wildfire	12	25	70	35	142	#4	Middle Tier
Extreme Heat	16	20	40	56	132	#5	
Drought	10	15	50	56	131	#6	
Windstorm	14	15	50	42	121	#7	
Flood	8	20	30	42	100	#8	Bottom Tier
Volcanic Event	2	15	50	14	81	#9	
Landslide	6	15	20	21	62	#10	

Source: Wilsonville HMAc, 2018.

Table WA-3 categorizes the probability and vulnerability scores from the hazard analysis for the City and compares the results to the assessment completed by the Clackamas County HMAc. Variations between the City and County are noted in **bold** text within the city ratings.

Table WA-3 Probability and Vulnerability Comparison

Hazard	Wilsonville		Clackamas County	
	Probability	Vulnerability	Probability	Vulnerability
Drought	High	Low	High	Low
Earthquake - Cascadia	Moderate	High	Moderate	High
Earthquake - Crustal	Low	High	Low	High
Extreme Heat	High	Moderate	Low	High
Flood	Moderate	Moderate	High	Moderate
Landslide	Low	Low	High	Low
Volcanic Event	Low	Low	Low	Moderate
Wildfire	Moderate	Moderate	High	Moderate
Windstorm	Moderate	Low	Moderate	Low
Winter Storm	Moderate	Moderate	Moderate	Moderate

Source: Wilsonville and Clackamas County HMAc, 2018.

Community Characteristics

Table WA-4 and the following section provides information on City specific demographics and assets. Many of these community characteristics can affect how natural hazards impact communities and how communities choose to plan for natural hazard mitigation.

Considering the City specific assets during the planning process can assist in identifying appropriate measures for natural hazard mitigation. Between 2010 and 2016 the City grew by 4,215 people (22%; as of 2018 the population was 25,250) and median household income increased by about 2%.² Between 2018 and 2040 the population is forecast to grow by 7% to 27,046.³ In 2016, the city annexed 10.6 acres along SW Garden Acres Rd into the City. New development has complied with the standards of the [Oregon Building Code](#) and the city's development code.

Transportation/Infrastructure

Located on Interstate 5, transportation has played a major role in shaping Wilsonville's community and economy. Wilsonville's Commercial areas are located near primary routes and residential development are nearby. Interstate 5 has two exits in Wilsonville, one in the North where Boones Ferry Road becomes Ellingsen Road, and one in the South at Wilsonville Road. The Kinsman Road expansion project was completed in 2018 and included expansion of sewer and drinking water pipelines.

Motor vehicles represent the dominant mode of travel through and within Wilsonville. The City's public transit is provided by the South Metro Area Regional Transit (SMART) system, which operates seven routes within Wilsonville and connects with Portland's TriMet transit system at the Commerce Circle Station. SMART also connects with both Canby's and Salem's public transit systems. The City of Wilsonville also hosts freight rail services provided by the Portland and Western Railroad. There are no port services available where the Willamette River crosses through Wilsonville, but there is a recreational marina located across the river from Boones Ferry Park.

Economy

Wilsonville's proximity to major transportation routes and access to rail has made it a desirable place for commercial and industrial development. The city's residents work in a variety of industries, with "professional and related occupations" (24% of workforce) and "management, business, and financial operations occupations" (18%) accounting for the top two occupations.⁴

Wilsonville has an economic advantage due to its location at the north end of the Willamette Valley and its proximity to Portland. Wilsonville's industrial sites are made accessible through I-5 and I-205. High-tech companies in advanced imaging and design as well as distribution centers and manufacturers have located to Wilsonville. These companies included APCON, Inc., Coca-Cola Bottling of Oregon, Coherent, Crimson Trace Corp., FOODesign Machinery & Systems, Inc., FLIR Systems, InFocus, Kinetics, Mentor Graphics, OrePac, Rite Aid Distribution Center, Sysco Food Services, and Xerox Corporation.

² Portland State University, Population Research Center, "Annual Population Estimates", 2016 & 2018 and Social Explorer, Table T57, U.S. Census Bureau, 2012-2016 and 2006-2010 American Community Survey Estimates.

³ Metro, 2040 Distributed Forecast (2016).

⁴ Social Explorer, Table 50, U.S. Census Bureau, 2012-2016 American Community Survey Estimates

Table WA-4 Community Characteristics

Population Characteristics		
2010 Population	19,525	
2016 Population [2018 Population]	23,740	[25,250]
2040 Forecasted Population*	27,046	
Race (non-Hispanic) and Ethnicity (Hispanic)		
White		75%
Black/ African American		1%
American Indian and Alaska Native		1%
Asian		4%
Native Hawaiian and Other Pacific Islander		1%
Some Other Race		0%
Two or More Races		4%
Hispanic or Latino		14%
Limited or No English Spoken		5%
Vulnerable Age Groups		
Less than 15 Years	3,927	18%
65 Years and Over	3,092	14%
Disability Status		
Total Population	1,752	9%
Children	108	2%
Seniors	925	30%
Income Characteristics		
Households by Income Category		
Less than \$15,000	585	7%
\$15,000-\$29,999	1,009	12%
\$30,000-\$44,999	1,373	16%
\$45,000-\$59,999	1,153	13%
\$60,000-\$74,999	981	11%
\$75,000-\$99,999	1,002	12%
\$100,000-\$199,999	1,950	23%
\$200,000 or more	614	7%
Median Household Income	\$63,097	
Poverty Rates		
Total Population	2,032	10%
Children	588	13%
Seniors	217	7%
Housing Cost Burden		
Owners with Mortgage	1,169	31%
Renters	2,001	41%

Source: U.S. Census Bureau, 2012-2016 American Community Survey; Portland State University, Population Research Center, "Annual Population Estimates", 2016 & 2018. [Metro, 2040 Distributed Forecast](#). Note: * = Population forecast within Metro UGB

Housing Characteristics		
Housing Units		
Single-Family	4,284	47%
Multi-Family	4,635	51%
Mobile Homes	137	2%
Year Structure Built		
Pre-1970	255	3%
1970-1989	2,987	33%
1990 or later	5,825	64%
Housing Tenure and Vacancy		
Owner-occupied	3,777	42%
Renter-occupied	4,890	54%
Seasonal	0	0%
Vacant	400	4%

Wilsonville has grown substantially since its incorporation in 1969 and has an area today of 7.6 square miles. It is in the western region of Clackamas County, located about 26 miles south of the Washington border and southwest of the City of Portland. The City is within the Willamette River watershed.

The city is on Interstate 5 and about 26 miles south of the Washington border and at the northern end of the Willamette Valley at 154 feet above sea level. Because of its location Wilsonville's climate is consistent with the Marine west coast climate zone, with warm summers and cool, wet winters. Wilsonville receives most of its rainfall between October and May, and averages 42 inches of rain, and less than one (1) inch of snow, per year.⁵

According to the [Comprehensive Plan](#), land has been designated for public, industrial, commercial, and residential use. The [Significant Resource Overlay Zone \(SROZ\) map](#) identifies areas where development is prohibited. The SROZ includes 780 acres of land and has a 25-foot buffer zone where building applications and city staff work together to decide on the ultimate "no build" boundary for individual sites.⁶

⁵ ["Monthly Average for Wilsonville, OR"](#) The Weather Channel Interactive, Inc. Retrieved November 1, 2018.

⁶ Wilsonville, Oregon. 2015 Development Code. § [4.139.00 thru 4.139.11](#)

Community Assets

This section outlines the resources, facilities, and infrastructure that, if damaged, could significantly impact the public safety, economic conditions, and environmental integrity of Wilsonville. It is important to note that the facilities identified as “critical” and “essential” are characterized differently than the structural code that identifies buildings as “essential” and “non-essential.” The structural code uses different language and criteria and therefore have completely different meanings than the buildings identified in this addendum.

Critical Facilities

Facilities that are critical to government response, and recovery activities (i.e. life, safety, property, and environmental protection). These facilities include: 911 Centers, Emergency Operations Centers, Police, and Fire Stations, Public Works facilities, sewer, and water facilities, hospitals, bridges, roads, shelters, and more.

Table WA-5 Critical Facilities in Wilsonville

Facility	Drought	Earthquake	Extreme Heat	Flood	Landslide	Volcanic Event	Wildfire	Windstorm	Winter Storm
Critical Facilities									
City Hall/EOC									
Fleet Services									
Public Works/Police Station/EOC #2		X							
Fire Stations									
Station 52 (Kinsman Road – west side)									
Station 56 (Elligsen Road – northeast)									
Potential Shelter Sites									
Lowrie Primary School (West side)									
Meridian Creek Middle School (East side)									
SpringRidge at Charbonneau (southeast)		X							

Hazardous Materials:

Facilities that, if damaged, could cause serious secondary impacts may also be considered “critical.” A hazardous material facility is one example of this type of critical facility. Those sites that store, manufacture, or use potentially hazardous materials include: Kinder Morgan Pipeline, Northwest Natural Pipeline, and Sysco.

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Facility	Drought	Earthquake	Extreme Heat	Flood	Landslide	Volcanic Event	Wildfire	Windstorm	Winter Storm
Critical Infrastructure									
City wells									
Communication Tower - Elligsen									
Communication Tower - Pioneer Court		X							
Communication Tower - Villebois									
Communication Tower – 1 st Street									
Electric substations									
Freight tracks									
First Student Fleet & Dispatch									
Kinder Morgan Gas Line									
Level B Reservoir									
Level C Reservoir									
Northwest Natural Gas Line									
Power lines									
Pump stations		X		X					
Republic Waste Services									
SMART Transit Facility (WES Commuter Rail Site)									
Waste Water Treatment Plant – 1 st Street									
Water Treatment Plant – Arrowhead									

Cultural and Historic Assets

The cultural and historic heritage of a community is more than just tourist charm. For families that have lived in the city for generations and new resident alike, it is the unique places, stories, and annual events that make Wilsonville an appealing place to live. The cultural and historic assets are both intangible benefits and obvious quality-of-life-enhancing amenities. Because of their role in defining and supporting the community, protecting these resources from the impact of disasters is important. Cultural and historic assets include: CREST Environmental Learning Center, Fir Point Farm, Murase Plaza, Old Town (Historic), Oregon Korean War Museum, and Tauchman House in Boones Ferry Farm. Due to their historic nature many of these facilities are vulnerable to the earthquake hazard.

Vulnerable Populations:

Vulnerable populations, including seniors, disabled citizens, women, and children, as well as those people living in poverty, often experience the impacts of natural hazards and disasters more acutely. Populations that have special needs or require special consideration include:

Table WA-10 Vulnerable Populations in Wilsonville

Facility	Drought	Earthquake	Extreme Heat	Flood	Landslide	Volcanic Event	Wildfire	Windstorm	Winter Storm
Vulnerable Populations									
Coffee Creek Correctional Facility			X				X	X	
Day care facilities		X	X					X	X
Schools (see list under essential facilities)									
Senior Care Facilities									
Avalon Adult Center		X	X					X	
Brookdale		X	X					X	
Marquis Care at Wilsonville		X	X					X	
Springridge Court at Charbonneau		X	X					X	
The Wilsonville		X	X					X	
Other Facilities									
Charleston at Villebois			X						
Creekside Woods		X	X					X	
Rainwater Gardens at Villebois			X						
Renaissance at Villebois			X						

Hazard Characteristics

Drought

The HMAC determined that the City's probability for drought is **high** and that their vulnerability to drought is **low**. *The probability rating increased, and the vulnerability rating did not change, since the previous version of this NHMP addendum.*

Volume I, Section 2 describes the characteristics of drought hazards, history, as well as the location, extent and probability of a potential event. Due to the climate of Clackamas County, past and present weather conditions have shown an increasing potential for drought.

The City of Wilsonville Public Works Department manages Wilsonville's water supply. Wilsonville houses one large water intake facility and water treatment plant, which provides water to both the City of Wilsonville and the City of Sherwood. The City draws its water supply from the Willamette River, the City of Wilsonville and Tualatin Valley Water District (TVWD) have plans to develop additional facilities at Wilsonville to expand its water supply by 2026. This expanded infrastructure will also supply water to Beaverton and Hillsboro

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residents. In addition to the Willamette water supply, Wilsonville also has eight local emergency wells available for use in the event of a drought.

Vulnerability Assessment

Due to insufficient data and resources, Wilsonville is currently unable to perform a quantitative risk assessment, or exposure analysis, for this hazard. For a list of facilities and infrastructure vulnerable to this hazard see the Community Assets section and Tables WA-5 through WA-10.

Mitigation Activities

The existing drought hazard mitigation activities are conducted at the county, regional, state, and federal levels and are described in the Clackamas County NHMP.

Please review Volume I, Section 2 for additional information on this hazard.

Earthquake (Cascadia Subduction Zone)

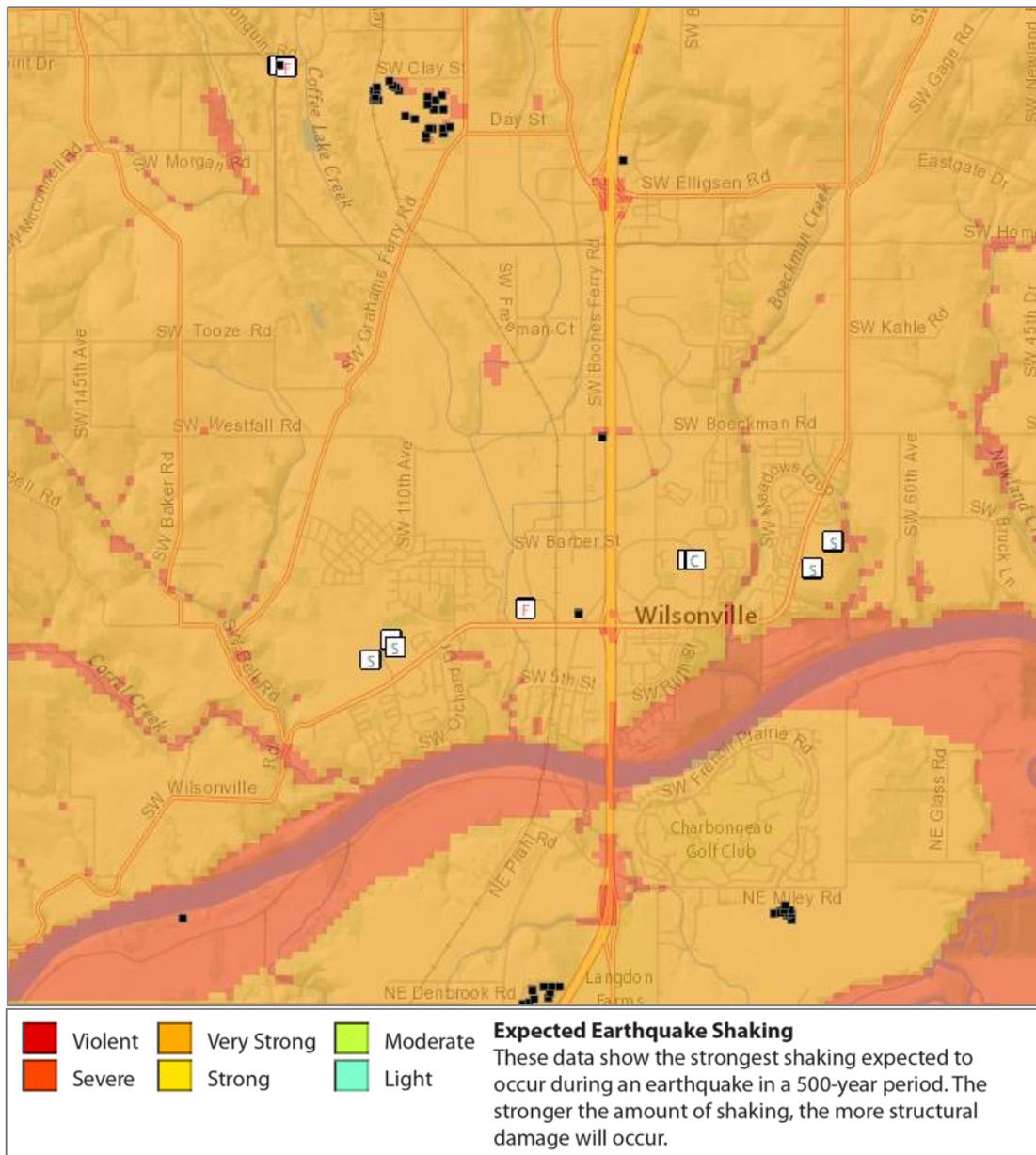
The HMAC determined that the City's probability for a Cascadia Subduction Zone (CSZ) earthquake is **moderate** and that their vulnerability to a CSZ earthquake is **high**. *The probability rating increased, and the vulnerability rating did not change, since the previous version of this NHMP addendum. Previously, the earthquake hazard profile was a single risk assessment, which is now divided into two separate earthquake hazards: Cascadia Subduction Zone (CSZ) earthquake and Crustal earthquake.*

Volume I, Section 2 describes the characteristics of earthquake hazards, history, as well as the location, extent and probability of a potential event. Generally, an event that affects the County is likely to affect Wilsonville as well. The causes and characteristics of an earthquake event are appropriately described within the Volume I, Section 2 as well as the location and extent of potential hazards. Previous occurrences are well documented within Volume I, Section 2 and the community impacts described by the County would generally be the same for Wilsonville as well.

Within the Northern Willamette Valley/Portland Metro Region, three potential faults and/or zones can generate high-magnitude earthquakes. These include the Cascadia Subduction Zone, Portland Hills Fault Zone, and Gales Creek-Newberg-Mt. Angel Structural Zone (discussed in the crustal earthquake section).

Figure WA-2 displays relative shaking hazards from a Cascadia Subduction Zone earthquake event. As shown in the figure, most of the city is expected to experience very strong shaking (orange), while areas near rivers and streams will experience severe (light red) to violent (dark red) shaking in a CSZ event.

Figure WA-2 Cascadia Subduction Zone Expected Shaking



Source: [Oregon HazVu: Statewide Geohazards Viewer \(DOGAMI\)](#)

Note: To view detail click the link above to access Oregon HazVu.

Cascadia Subduction Zone

The Cascadia Subduction Zone is a 680-mile-long zone of active tectonic convergence where oceanic crust of the Juan de Fuca Plate is subducting beneath the North American continent at a rate of 4 cm per year. Scientists have found evidence that 11 large, tsunami-producing earthquakes have occurred off the Pacific Northwest coast in the past 6,000 years. These earthquakes took place roughly between 300 and 5,400 years ago with an average

occurrence interval of about 510 years. The most recent of these large earthquakes took place in approximately 1700 A.D.⁷

The city's proximity to the Cascadia Subduction Zone, potential slope instability and the prevalence of certain soils subject to liquefaction and amplification combine to give the city a high-risk profile. Due to the expected pattern of damage resulting from a CSZ event, the Oregon Resilience Plan divides the State into four distinct zones and places the city predominately within the "Valley Zone" (Valley Zone, from the summit of the Coast Range to the summit of the Cascades). Within the Northwest Oregon region, damage and shaking is expected to be strong and widespread - an event will be disruptive to daily life and commerce and the main priority is expected to be restoring services to business and residents.

Community assets located in the center of the city include Flir Systems, FOODesign Machinery & Systems, Inc., Pacific Pride, WES commuter rail station, Mentor Graphics Child Development Center, and a pump/lift station. Another high impact area is located within Charbonneau and includes the Charbonneau Village Town Center. If a large earthquake were to occur the biggest vulnerability would be reaching the Charbonneau neighborhood because it is located across the Willamette River from the rest of the city. The Boone Bridge that provides access to Charbonneau has had seismic retrofit work done, but this does not guarantee use in a large event. Additionally, Wood Middle School is in a high impact area.

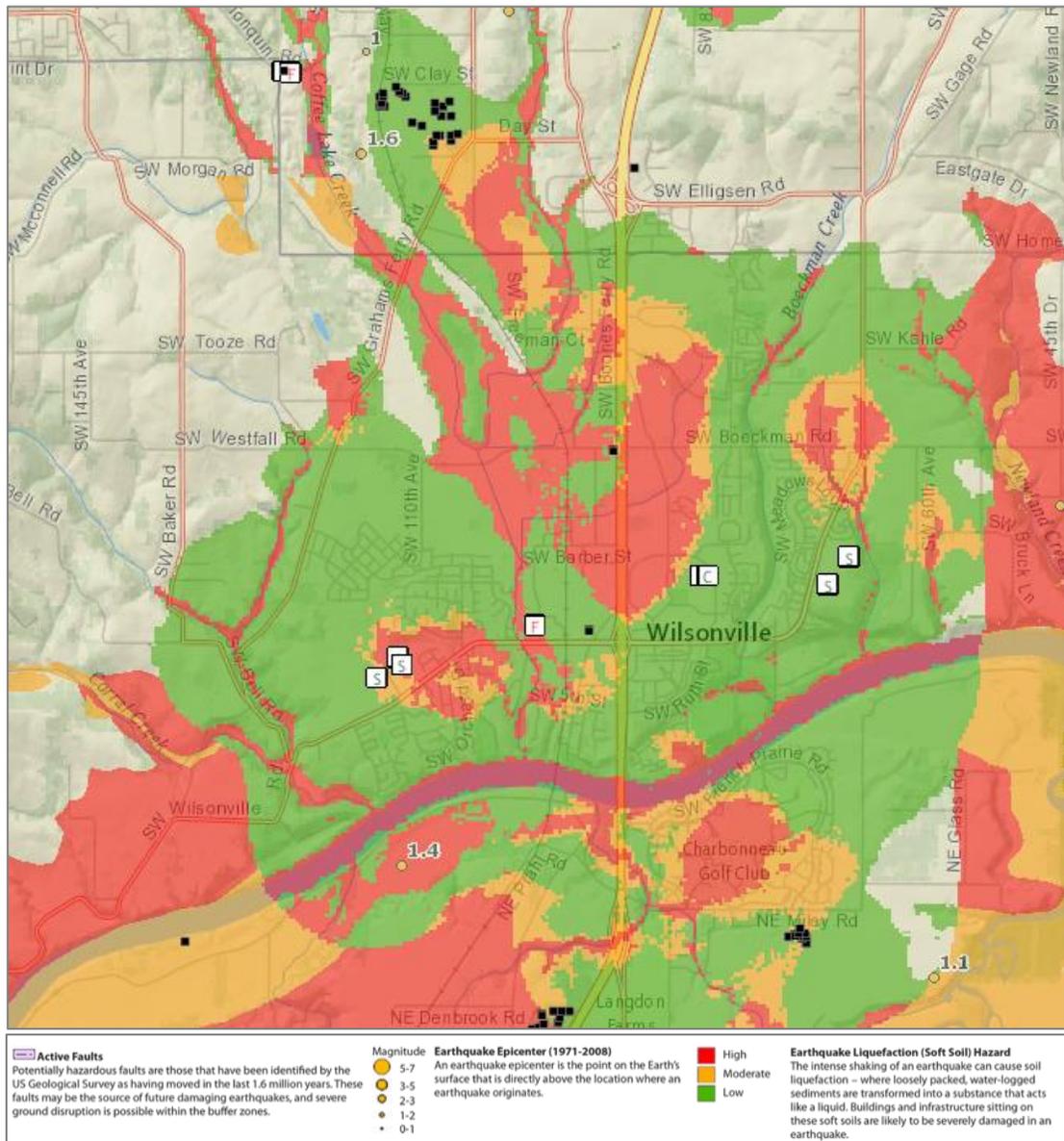
Earthquake (Crustal)

The HMAC determined that the City's probability for a crustal earthquake is **low** and that their vulnerability to crustal earthquake is **high**. *These ratings did not change since the previous version of this NHMP addendum. Previously, the earthquake hazard profile was a single risk assessment, which is now divided into two separate earthquake hazards: Crustal earthquake, and Cascadia Subduction Zone (CSZ) earthquake.*

Volume I, Section 2 describes the causes and characteristics of earthquake hazards, history, as well as the location, extent, and probability of a potential event. Generally, an event that affects the County is likely to affect Wilsonville as well. Figure WA-3 shows a generalized geologic map of the Wilsonville area that includes the areas for potential regional active faults, earthquake history (1971-2008), and soft soils (liquefaction) hazard. The figure shows the areas of greatest concern within the City limits as red and orange.

Earthquake-induced damages are difficult to predict, and depend on the size, type, and location of the earthquake, as well as site-specific building, and soil characteristics. Presently, it is not possible to accurately forecast the location or size of earthquakes, but it is possible to predict the behavior of soil at any site. In many major earthquakes, damages have primarily been caused by the behavior of the soil.

⁷ The Cascadia Region Earthquake Workgroup, 2005. Cascadia Subduction Zone Earthquakes: A magnitude 9.0 earthquake scenario. <http://www.crew.org/PDFs/CREWSubductionZoneSmall.pdf>

Figure WA-3 Active Crustal Faults, Epicenters (1971-2008), and Soft Soils

Source: [Oregon HazVu: Statewide Geohazards Viewer \(DOGAMI\)](#)

Note: To view detail click the link above to access Oregon HazVu

There are two potential crustal faults and/or zones near the City that can generate high-magnitude earthquakes. These include the Gales Creek-Mt. Angel Structural Zone and Portland Hills Fault Zone (discussed in greater detail below). Other nearby faults include the Bolton fault and Oatfield faults which run through the city west and east side respectively, Canby-Molalla structural zones located west of the city, and the Mt. Hood Fault in eastern Clackamas County. Historical records count over 56 earthquakes in the Portland-metro area. The more severe ones occurred in 1877, 1880, 1953 and 1962. The most recent severe earthquake was the March 25, 1993 Scotts Mills quake. It was a 5.6 magnitude quake with aftershocks continuing at least through April 8.

Portland Hills Fault Zone

The Portland Hills Fault Zone is a series of NW-trending faults that vertically displace the Columbia River Basalt by 1,130 feet and appear to control thickness changes in late Pleistocene (approx. 780,000 years ago) sediment. The fault zone extends along the eastern margin of the Portland Hills for 25 miles and lies about 11 miles northeast of Wilsonville.

Vulnerability Assessment

Due to insufficient data and resources, Wilsonville is currently unable to perform a quantitative risk assessment for this hazard. However, in 2018 the Department of Geology and Mineral Industries (DOGAMI) completed a regional impact analysis for earthquakes originating from the Cascadia Subduction Zone and Portland Hills faults ([O-18-02](#)), findings from that report are provided at the end of the crustal earthquakes hazard section.

Seismic building codes were implemented in Oregon in the 1970s, however, stricter standards did not take effect until 1991 and early 2000s. As noted in the community profile, approximately 36% of residential buildings were built prior to 1990, which increases the City's vulnerability to the earthquake hazard. Information on specific public buildings' (schools and public safety) estimated seismic resistance, determined by DOGAMI in 2007, is shown in

Table WA-11; each "X" represents one building within that ranking category. Of the facilities evaluated by DOGAMI using their Rapid Visual Survey (RVS), one (1) has a very high (100% chance) collapse potential and two (2) have a high (greater than 10% chance) collapse potential. *Note: two fire stations and the police station have been, or are scheduled to be, seismically retrofitted or rebuilt.*

For a list of facilities and infrastructure vulnerable to this hazard see the Community Assets section and Tables WA-5 through WA-10. In addition to building damages, utility (electric power, water, wastewater, natural gas) and transportation systems (bridges, pipelines) are also likely to experience significant damage. There is a low probability that a major earthquake will result in failure of upstream dams.

Utility systems will be significantly damaged, including damaged buildings and damage to utility infrastructure, including water treatment plants and equipment at high voltage substations (especially 230 kV or higher which are more vulnerable than lower voltage substations). Buried pipe systems will suffer extensive damage with approximately one break per mile in soft soil areas. There would be a much lower rate of pipe breaks in other areas. Restoration of utility services will require substantial mutual aid from utilities outside of the affected area.

Mitigation Activities

Wilsonville has taken mitigation steps to reduce the city's vulnerability in earthquake events. City Hall and the water treatment plant are up to the newest building codes, meaning these buildings can be occupied even after large earthquake events. Seismic retrofit grant awards per the [Seismic Rehabilitation Grant Program](#)⁸ have been funded to retrofit Public

⁸ The Seismic Rehabilitation Grant Program (SRGP) is a state of Oregon competitive grant program that provides funding for the seismic rehabilitation of critical public buildings, particularly public schools and emergency services facilities.

Works/Police Station (Phase Two of 2015-2017 grant award, \$251,685). A \$77.5 million bond measure (34-133) was passed in 2006 by southeast Portland metro-area voters to correct seismic safety deficiencies at Tualatin Valley Fire and Rescue Fire Station 52 and to replace Fire Station 56. ODOT has seismically upgraded Boone Bridge, but specifics on this project are not known.

Table WA-II Rapid Visual Survey Scores

Facility	Site ID*	Level of Collapse Potential			
		Low (<1%)	Moderate (>1%)	High (>10%)	Very High (100%)
Schools					
Arts & Technology High (29796 SW Town Center Loop E)	N/A	X			
Boeckman Creek Primary (6700 SW Wilsonville Rd)	Clac_sch71	X			
Boones Ferry Primary (11495 SW Wilsonville Rd)	Clac_sch84	X			
CCC Wilsonville Campus (29353 Town Center Loop E)	Clac_Coc08				X
Inza R. Wood Middle (11055 SW Wilsonville Rd.)	Clac_sch92			X, X	
Wilsonville High (6800 SW Wilsonville Rd)	Clac_sch77	X			
Learning Tree Day School (29880 Town Center Loop W)	N/A	<i>2007 RVS report did not include structural appendix for this facility</i>			
Lowrie Primary School (28995 SW Brown Rd)	N/A	<i>2007 RVS report did not include structural appendix for this facility</i>			
Meridian Creek Middle School (6300 SW Hazel St)	N/A	<i>2007 RVS report did not include structural appendix for this facility</i>			
Public Safety					
Fire Station 52 (TVF&R) (29875 Kinsman Rd)	Clac_fir34	Seismic retrofit of entire building via 2006 bond.			
Fire Station 56 & South Operating Center (TVF&R) (8445 Elligsen Rd)	Clac_fir54	Facility rebuilt via 2006 bond.			
Public Works/Police Station (30000 Town Center Loop E)	N/A	Mitigated per 2015-2017 SRGP grant.			
Hospital					
Providence Medical Plaza (29345 SW Town Center Loop)	N/A	2007 RVS report did not include structural appendix for this facility			

Source: [DOGAMI 2007. Open File Report 0-07-02. Statewide Seismic Needs Assessment Using Rapid Visual Assessment.](#) "*" – Site ID is referenced on the [RVS Clackamas County Map](#)

Note: Bold indicates facilities that have been seismically retrofitted or rebuilt.

Earthquake Regional Impact Analysis

In 2018 DOGAMI completed a regional impact analysis for earthquakes originating from the Cascadia Subduction Zone and Portland Hills faults ([O-18-02](#)). Their study focused on damage to buildings, and the people that occupy them, and to two key infrastructure

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sectors: electric power transmission and emergency transportation routes. Each earthquake was studied with wet and dry soil conditions and for events that occur during the daytime (2 PM) and night time (2 AM). Impacts to buildings and people were tabulated at the county, jurisdictional (city), and neighborhood unit level. Estimated damaged varied widely across the study area depending on local geology, soil moisture conditions, type of building, and distance from the studied faults. In general, damage from the Cascadia Subduction Zone scenario was greater in the western portion of the study area, however, damage could still be significant in some areas east of the Willamette River. The report found that damage to high-value commercial and industrial buildings was high since many of these facilities are in areas of high to very high liquefaction hazard. Casualties were higher during the daytime scenario (generally double) since more people would be at work and occupying non-wood structures that fare worse in an earthquake. The Portland Hills fault scenario created greater damages than the Cascade Subduction Zone scenario due primarily to its placement relative to population centers and regional assets; however, at distances 15 or more miles from the Portland Hills fault the damages from the Cascadia Subduction Zone scenario generally were higher. In both the Cascadia Subduction Zone and Portland Hills Fault scenarios it is forecasted that emergency transportation routes will be fragmented, affecting the distribution of goods and services, conditions are worse under the Portland Hills Fault scenario. Portions of the electric distribution system are also expected to be impacted under both scenarios, however, the impact is considerably less than it is to the transportation routes. Additional, capacity or redundancy within the electric distribution network may be beneficial in select areas that are likely to have greater impacts.

Table WA-12 shows the permanent resident population that are vulnerable to injury or death (casualty) and the buildings in the City that are susceptible to liquefaction and landslides, it does not predict that damage will occur in specific areas due to either liquefaction or landslide. More population and property are exposed to higher degrees of expected damage or casualty under the Portland Hills Fault “wet” scenario than in any other scenario.

Table WA-12 Expected damages and casualties for the CSZ fault and Portland Hills fault: earthquake, soil moisture, and event time scenarios

	Cascadia Subduction Zone (M9.0)		Portland Hills Fault (M6.8)	
	"Dry" Soil	"Wet" Saturated Soil	"Dry" Soil	"Wet" Saturated Soil
Number of Buildings	5,492	5,492	5,492	5,492
Building Value (\$ Million)	4,410	4,410	4,410	4,410
Building Repair Cost (\$ Million)	291	423	406	681
Building Loss Ratio	7%	10%	9%	15%
Debris (Thousands of Tons)	155	196	196	283
Long-Term Displaced Population	147	894	181	1,616
Total Casualties (Daytime)	199	315	255	505
Level 4 (Killed)	7	14	9	24
Total Casualties (Nighttime)	38	100	50	173
Level 4 (Killed)	1	3	1	6

Source: DOGAMI, Earthquake regional impact analysis for Clackamas, Multnomah, and Washington Counties, Oregon (2018, O-18-02), Tables 12-8, 12-9, 12-10, and 12-11.

Cascadia Subduction Zone Scenario

The City of Wilsonville is expected to have a 7% building loss ratio with a repair cost of \$291 million under the CSZ “dry” scenario, and an 10% building loss ratio with a repair cost of \$423 million under the CSZ “wet” scenario.⁹ The city is expected to have around 199 daytime or 38 nighttime casualties during the CSZ “dry” scenario and 315 daytime or 100 nighttime casualties during the CSZ “wet” scenario. It is expected that there will be a long-term displaced population of around 147 for the CSZ “dry” scenario and 894 for the CSZ “wet” scenario.¹⁰

Portland Hills Fault Scenario

The City of Wilsonville is expected to have a 9% building loss ratio with a repair cost of \$406 million under the CSZ “dry” scenario, and a 15% building loss ratio with a repair cost of \$681 million under the CSZ “wet” scenario.¹¹ The long-term displaced population and casualties are greatly increased for all the Portland Hills Fault scenarios. The city is expected to have around 255 daytime or 50 nighttime casualties during the Portland Hills Fault “dry” scenario and 505 daytime or 173 nighttime casualties during the Portland Hills Fault “wet” scenario. It is expected that there will be a long-term displaced population of around 181 for the Portland Hills Fault “dry” scenario and 1,616 for the Portland Hills Fault “wet” scenario.¹²

Recommendations from the report included topics within Planning, Recovery, Resiliency: Buildings, Resiliency: Infrastructure Improvements, Resiliency: Essential and Critical Facilities, Enhanced Emergency Management Tools, Database Improvements, Public Awareness, and Future Reports. The recommendations of this study are largely incorporated within this NHMPs mitigation strategies (Table WA-1 and Volume I, Section 3). For more detailed information on the report, the damage estimates, and the recommendations see: *Earthquake regional impact analysis for Clackamas, Multnomah, and Washington Counties, Oregon* (2018, [O-18-02](#)).

Please review Volume I, Section 2 for additional information on this hazard.

Flood

The HMAC determined that the City’s probability for flood is **moderate** and that their vulnerability to flood is **moderate**. *The probability rating decreased, and the vulnerability rating increased, since the previous version of this NHMP addendum.*

Volume I, Section 2 describes the characteristics of flood hazards, history, as well as the location, extent, and probability of a potential event. Figure WA-4 illustrates the flood hazard area for Wilsonville, which covers 390 acres including open water.

⁹ DOGAMI, Earthquake regional impact analysis for Clackamas, Multnomah, and Washington Counties, Oregon (2018, O-18-02), Tables 12-8 and 12-9.

¹⁰ Ibid, Tables 12-8 and 12-9.

¹¹ Ibid, Tables 12-10 and 12-11

¹² Ibid, Tables 12-10 and 12-11.

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the site. The SROZ map includes a few areas where the 1996 flood extended beyond the FEMA 100-year flood boundaries. These areas include portions of Corral Creek, spots in Memorial Park, and an area just west of Memorial Park.

Floods can have a devastating impact on almost every aspect of the community, including private property damage, public infrastructure damage, and economic loss from business interruption. It is important for the City to be aware of flooding impacts and assess its level of risk.

The economic losses due to business closures often total more than the initial property losses that result from flood events. Business owners, and their employees are significantly impacted by flood events. Direct damages from flooding are the most common impacts, but indirect damages, such as diminished clientele, can be just as debilitating to a business.

For mitigation planning purposes, it is important to recognize that flood risk for a community is not limited only to areas of mapped floodplains. Other portions of Wilsonville outside of the mapped floodplains may also be at relatively high risk from over bank flooding from streams too small to be mapped by FEMA or from local storm water drainage.

The largest flooding event to affect Wilsonville was the February 1996 flood. The high-water level meant tributaries could not drain into the Willamette River, which led to localized flooding on several backed-up creeks. Flooding also occurred at culverts and drainage choke points near Sun Place, Commerce Circle, and a pathway near Inza R. Wood Middle School. The La Quinta Hotel on Sun Place experienced a few inches of flooding to the first floor. The culverts that frequently cause flooding are owned and maintained by the Oregon Department of Transportation. The worst flooding occurred along the Willamette River. Portions of Memorial Park flooded but the sewer lift station was unaffected because Public Works sandbagged the facility and pumped out water for days. Three homes on Montgomery Way and Rose Lane were flooded; two homes had flooding in their living spaces and one home had storage space flooding.

The extent of flooding hazards in Wilsonville primarily depends on climate and precipitation levels. Additionally, withdrawals for irrigation and drinking water, as well as stream and wetland modifications or vegetation removal can influence water flow. In the past flooding has occurred along the Willamette River, in Coffee Creek Wetlands, and at choke points that can back up during heavy precipitation events. These problem areas include the backside of SW Commerce Circle, Sun Place (where a La Quinta hotel is located), a pathway at Inza R. Wood Middle School (which has resulted in the parking lot being flooded in the past), and Rose Lane, where the river can back up and come onto the road, causing traffic problems. For a list of facilities and infrastructure vulnerable to this hazard see the Community Assets section and Tables WA-5 through WA-10.

National Flood Insurance Program (NFIP)

FEMA's Flood Insurance Study (FIS), and Flood Insurance Rate Maps (FIRMs) are effective as of June 17, 2008. Table WA-13 shows that as of July 2018, Wilsonville has 35 National Flood Insurance Program (NFIP) policies in force. Of those, 12 are for properties that were constructed before the initial FIRMs. The last Community Assistance Visit (CAV) for Wilsonville was on January 14, 2009. Wilsonville does not participate in the Community Rating System (CRS). The table shows that the majority of flood insurance policies are for residential structures, primarily single-family homes. There has been a total of three (3) paid

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claims for \$73,826. The City complies with the NFIP through enforcement of their flood damage prevention ordinance and their floodplain management program.

The Community Repetitive Loss record for Wilsonville identifies no Repetitive Loss Properties¹³ or Severe Repetitive Loss Properties¹⁴.

Table WA-13 Flood Insurance Detail

	Clackamas County	Wilsonville
Effective FIRM and FIS	6/17/2008	6/17/2008
Initial FIRM Date	-	1/6/1982
Total Policies	1,957	35
Pre-FIRM Policies	1,086	12
Policies by Building Type		
Single Family	1,761	34
2 to 4 Family	30	1
Other Residential	58	0
Non-Residential	9	0
Minus Rated A Zone	123	0
Insurance in Force	\$541,833,400	\$10,902,000
Total Paid Claims	590	3
Pre-FIRM Claims Paid	450	2
Substantial Damage Claims	83	0
Total Paid Amount	\$20,830,662	\$73,826
Repetitive Loss Structures	51	0
Severe Repetitive Loss Properties	4	0
CRS Class Rating	-	NP
Last Community Assistance Visit	-	1/14/2009

Source: Information compiled by Department of Land Conservation, and Development, July 2018.

Note: The portion of the cities of Portland and Tualatin that are within Clackamas County are not included in this table.

NP = Not Participating

Mitigation Activities

Wilsonville employs several mitigation strategies to reduce the city's risk to flood events. The city development code includes policies and regulations for flood prone areas including the Significant Resource Overlay Zone, Floodplain Regulations, Protection of Natural Features and Other Resources, and Willamette River Greenway. Development review practices and conditions of development require developers to account for 100% of

¹³ A Repetitive Loss (RL) property is any insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling ten-year period, since 1978. A RL property may or may not be currently insured by the NFIP.

¹⁴ A Severe Repetitive Loss (SRL) property is a single family property (consisting of 1 to 4 residences) that is covered under flood insurance by the NFIP, and has incurred flood-related damage for which 4 or more separate claims payments have been paid under flood insurance coverage, with the amount of each claim payment exceeding \$5,000, and with cumulative amount of such claims payments exceeding \$20,000; or for which at least 2 separate claims payments have been made with the cumulative amount of such claims exceeding the reported value of the property.

stormwater management onsite to reduce the risks of urban flooding in the future. Wilsonville regularly inspects and maintains the stormwater facilities. Enclosed pipe sections and catch basins are routinely cleaned and inspected using the combination truck, and a regular street sweeping program reduces the amount of debris and contaminants entering the stormwater system. The Stormwater Master Plan is currently being updated and several projects are underway to improve drainage. The Villebois development is creating a diversion to fix the flooding problem at Inza R. Wood Middle School. The sewer lift station in Memorial Park was relocated to avoid future flooding.

Please review Volume I, Section 2 for additional information on this hazard.

Landslide

The HMAC determined that the City's probability for landslide is **low** and that their vulnerability to landslide is **low**. *These ratings did not change since the previous version of this NHMP addendum.*

Volume I, Section 2 describes the characteristics of landslide hazards, history, as well as the location, extent, and probability of a potential event within the region. Wilsonville does not have a history of landslides. This is due to a primary and secondary open space ordinance in effect during the late 1970s. In the primary zone development was diverted from slopes greater than 20%, and in the secondary zone development was limited on slopes between 12% and 20%. This decades old ordinance has since been replaced by the Significant Resource Overlay Zone. Because of Wilsonville's progressive actions very little development has occurred on steep slopes.

Although landslides have not occurred in Wilsonville, steep slopes do exist along the banks of the Willamette River. Four neighborhoods have been built near these slopes including Day Dream Ranch, Cedar Point, Edgewater, and Charbonneau. Canyon Creek Apartments are built on a moderate hill near the creek.

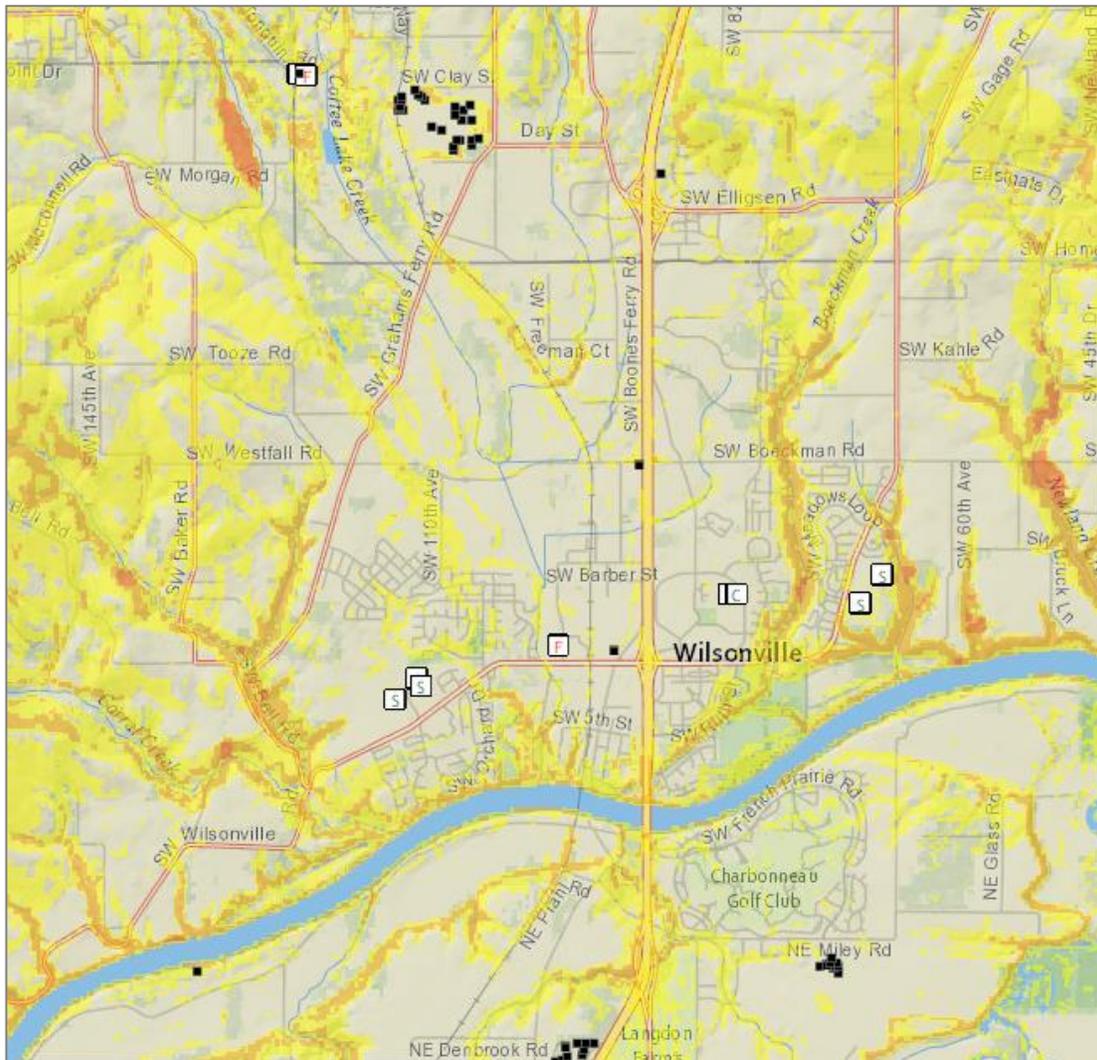
Landslide susceptibility exposure for Wilsonville is shown in Figure WA-5. Most of Wilsonville demonstrates a low to moderate landslide susceptibility exposure. Approximately 6% of Wilsonville has very high or high, and approximately 21% moderate, landslide susceptibility exposure.¹⁵

Note that even if a jurisdiction has a high percentage of area in a high or very high landslide exposure susceptibility zone, this does not mean there is a high risk, because risk is the intersection of hazard, and assets.

¹⁵ DOGAMI. [Open-File Report, O-16-02](#), *Landslide Susceptibility Overview Map of Oregon* (2016)

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Figure WA-5 Landslide Susceptibility Exposure



Low	Landsliding unlikely. Areas classified as Landslide Density = Low (less than 7%) and areas classified as Slopes Prone to Landsliding = Low.
Moderate	Landsliding possible. Areas classified as Landslide Density = Low to Moderate (less than 17%) and areas classified as Slopes Prone to Landsliding = Moderate OR areas classified as Landslide Density = Moderate (7%-17%) and areas classified as Slopes Prone to Landsliding = Low.
High	Landsliding likely. Areas classified as Landslide Density = High (greater than 17%) and areas classified as Slopes Prone to Landsliding = Low and Moderate OR areas classified as Landslide Density = Low and Moderate (less than 17%) and areas classified as Slopes Prone to Landsliding = High.
Very High	Existing landslides Landslide Density and Slopes Prone to Landsliding data were not considered in this category. Note: the quality of landslide inventory (existing landslides) mapping varies across the state.

Source: [Oregon HazVu: Statewide Geohazards Viewer \(DOGAMI\)](#)

Note: To view detail click the link above to access Oregon HazVu

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Vulnerability Assessment

Due to insufficient data and resources, Wilsonville is currently unable to perform a quantitative risk assessment for this hazard. However, DOGAMI completed a statewide landslide susceptibility assessment in 2016 ([O-16-02](#)), general findings from that report are provided above and within Figure WA-5.

Potential landslide-related impacts are adequately described within Volume I, Section 2, and include infrastructure damages, economic impacts (due to isolation, and/or arterial road closures), property damages, and obstruction to evacuation routes. Rain-induced landslides, and debris flows can potentially occur during any winter, and thoroughfares beyond City limits are susceptible to obstruction as well. For a list of facilities and infrastructure vulnerable to this hazard see the Community Assets section and Tables WA-5 through WA-10.

The most common type of landslides are slides caused by erosion. Slides move in contact with the underlying surface, are generally slow moving, and can be deep. Rainfall-initiated landslides tend to be smaller; while earthquake induced landslides may be quite large. All soil types can be affected by natural landslide triggering conditions.

Mitigation Activities

Wilsonville works to mitigate future landslide hazards. The city development code includes several policies and regulations to protect slopes including the Significant Resource Overlay Zone, Protection of Natural Features and Other Resources, Landscaping, Screening and Buffering, and Willamette River Greenway. A tree detention program prohibits cutting down trees over 6" in diameter at breast height, which helps to stabilize soils. The city has a maintenance plan to ensure the storm water drains are regularly cleaned in the Cedar Ridge and Daydream Ranch neighborhoods. This plan was enacted after a home in the Portland West Hills (outside Wilsonville) slid in October 2008 because of improper drainage.

Wilsonville completed the Rivergreen Stormwater Outfall project which addressed runoff and groundwater seepage that caused significant erosion on the Willamette River bank. The city constructed a bioswale, rerouted stormwater discharges, and completed bank stabilization projects to prevent further erosion and stabilize areas of the bank that had been impacted by erosion.

Please review Volume I, Section 2 for additional information on this hazard.

Severe Weather

Severe weather can account for a variety of intense, and potentially damaging hazard events. These events include extreme heat, windstorms, and winter storms. The following section describes the unique probability, and vulnerability of each identified weather hazard.

Extreme Heat

The HMAC determined that the City's probability for extreme heat events is **high** and that their vulnerability is **moderate**. *The probability rating increased, and the vulnerability rating did not change, since the previous version of this NHMP addendum.*

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Volume I, Section 2 describes the characteristics of extreme heat, history, as well as the location, extent, and probability of a potential event within the region. Generally, an event that affects the County is likely to affect the City as well.

A severe heat episode or "heat wave" occurs about every two to three years, and typically lasting two to three days but can last as many as five days. A severe heat episode can be defined as consecutive days of upper 90s to around 100. Severe heat hazard in the Portland metro region can be described as the average number of days with temperatures greater than or equal to 90-degrees, or 100-degrees, Fahrenheit. On average the region experiences 13.6 days with temperatures above 90-degrees Fahrenheit, and 1.4 days above 100-degrees Fahrenheit, based on new 30-year climate averages (1981-2010) from the National Weather Service – Portland Weather Forecast Office.

The City of Wilsonville has not experienced any life-threatening consequences from the few historical extreme heat events, although changes in climate indicate that the area should expect to see more extreme heat events.

Please review Volume I, Section 2 for additional information on this hazard.

Windstorm

The HMAC determined that the City's probability for windstorm is **moderate** and that their vulnerability to windstorm is **low**. *The probability rating decreased, and the vulnerability rating did not change, since the previous version of this NHMP addendum.*

Volume I, Section 2 describes the characteristics of windstorm hazards, history, as well as the location, extent, and probability of a potential event within the region. Because windstorms typically occur during winter months, they are sometimes accompanied by flooding and winter storms (ice, freezing rain, and very rarely, snow). Other severe weather events that may accompany windstorms, including thunderstorms, hail, lightning strikes, and tornadoes are generally negligible for Wilsonville.

Volume I, Section 2 describes the impacts caused by windstorms, including power outages, downed trees, heavy precipitation, building damages, and storm-related debris. Additionally, transportation, and economic disruptions result as well.

Damage from high winds generally has resulted in downed utility lines, and trees usually limited to several localized areas. Electrical power can be out anywhere from a few hours to several days. Outdoor signs have also suffered damage. If the high winds are accompanied by rain (which they often are), blowing leaves, and debris clog drainage-ways, which in turn may cause localized urban flooding.

Please review Volume I, Section 2 for additional information on this hazard.

Winter Storm (Snow/Ice)

The HMAC determined that the City's probability for winter storm is **moderate** and that their vulnerability to winter storm is **moderate**. *The probability rating decreased, and the vulnerability rating did not change, since the previous version of this NHMP addendum.*

Volume I, Section 2 describes the characteristics of winter storm hazards, history, as well as the location, extent, and probability of a potential event within the region. Severe winter storms can consist of rain, freezing rain, ice, snow, cold temperatures, and wind. They

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originate from troughs of low pressure offshore that ride along the jet stream during fall, winter, and early spring months. Severe winter storms affecting the City typically originate in the Gulf of Alaska or in the central Pacific Ocean. These storms are most common from November through March.

The biggest impact of winter storms is congestion on roadways. Interstate 5 bisects Wilsonville into east and west sections. When I-5 backs up many of Wilsonville's transportation networks become congested. This is especially true if snow on I-5 is not plowed. Wilsonville has minimal construction on steep slopes but the Canyon Creek Apartment Complex has steep driveways which may be difficult to traverse in freezing weather.

Most winter storms typically do not cause significant damage, they are frequent, and have the potential to impact economic activity. Road, and rail closures due to winter weather are an uncommon occurrence but can interrupt commuter, and commercial traffic as noted above.

Vulnerability Assessment

Due to insufficient data and resources, Wilsonville is currently unable to perform a quantitative risk assessment, or exposure analysis, for the extreme heat, windstorm, and winter storm hazards. For a list of facilities and infrastructure vulnerable to these hazards see the Community Assets section and Tables WA-5 through WA-10.

Mitigation Activities

Mitigating severe weather can be difficult because storms affect all areas of the city, but Wilsonville has made progress to reduce the effects of storms. For over a decade Wilsonville has been recognized as a Tree City USA, and the city received a Tree City USA Growth Award for demonstrating progress in its community forestry program. These distinctions mean Wilsonville has an active tree care ordinance and public education pieces, among others, which help to maintain a healthy urban forest. Most utilities are underground and all new utilities are required to be undergrounded, but in case of power outages the city's critical facilities have back up power generation. Wilsonville also has a designated snow plow and sanding route to help expedite snow removal.

Please review Volume I, Section 2 for additional information on this hazard.

Volcanic Event

The HMAC determined that the City's probability for a volcanic event is **low** and that their vulnerability to a volcanic event is **low**. *The probability rating did not change, while the vulnerability decreased since the previous version of this NHMP addendum.*

Volume I, Section 2 describes the characteristics of volcanic hazards, history, as well as the location, extent, and probability of a potential event within the region. Generally, an event that affects the western portion of the County is likely to affect Wilsonville as well. Several volcanoes are located near Wilsonville, the closest of which are Mount Hood, Mount Adams, Mount Saint Helens, Mount Rainier, and the Three Sisters.

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Vulnerability Assessment

Due to insufficient data and resources, Wilsonville is currently unable to perform a quantitative risk assessment, or exposure analysis, for this hazard. For a list of facilities and infrastructure vulnerable to this hazard see the Community Assets section and Tables WA-5 through WA-10.

Due to Wilsonville's relative distance from volcanoes, the city is unlikely to experience the immediate effects that eruptions have on surrounding areas (i.e., mud and debris flows, or lahars). Depending on wind patterns and which volcano erupts, however, the city may experience ashfall. The eruption of Mount St. Helens in 1980, for example, coated the Willamette Valley with a fine layer of ash. If Mount Hood erupts, however, the city could experience a heavier coating of ash.

Mitigation Activities

The existing volcano hazard mitigation activities are conducted at the county, regional, state, and federal levels and are described in the Clackamas County NHMP.

Please review Volume I, Section 2 for additional information on this hazard.

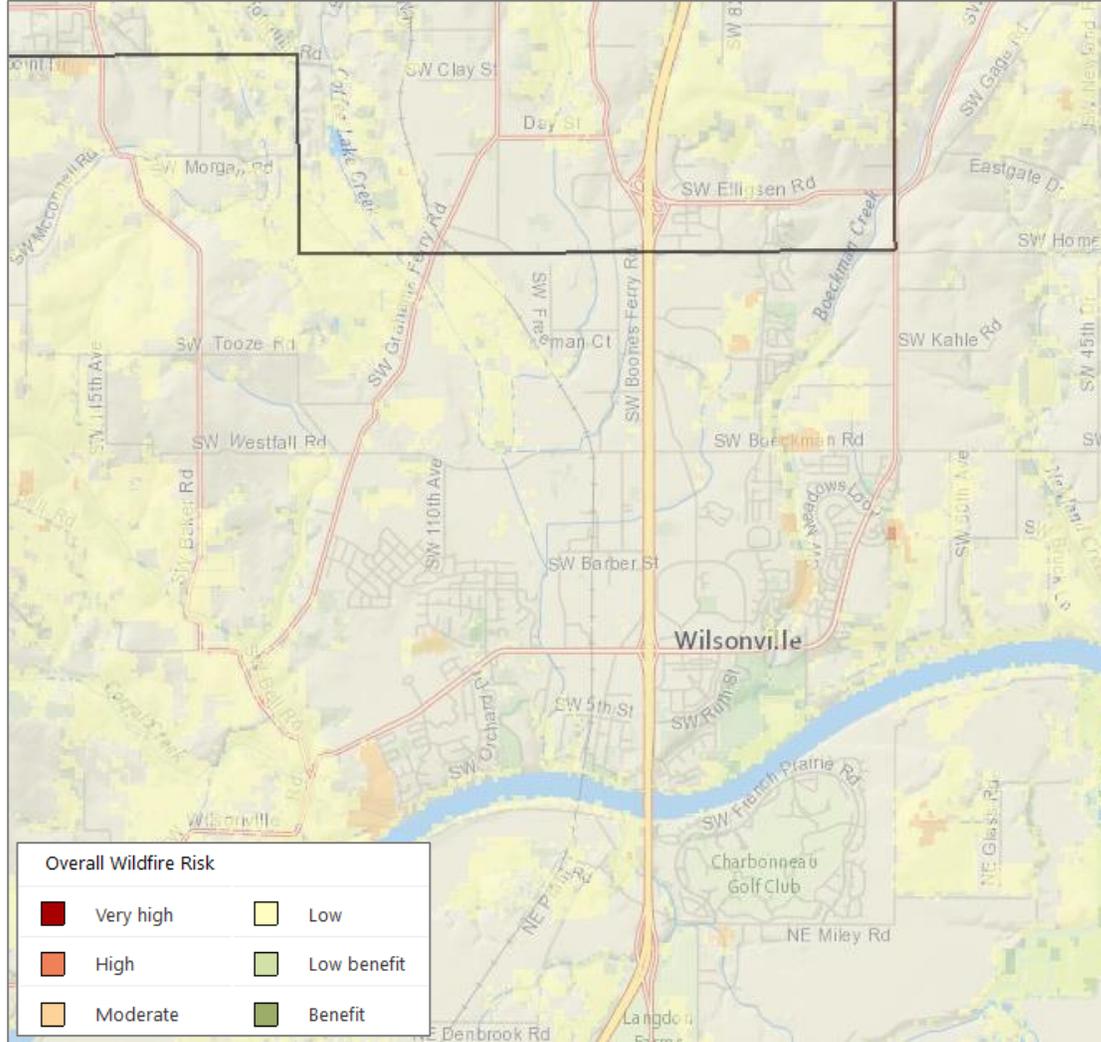
Wildfire

The HMAC determined that the City's probability for wildfire is **moderate**, and that their vulnerability to wildfire is **moderate**. *These ratings did not change since the previous version of this NHMP addendum.*

The [2017 Clackamas County Community Wildfire Protection Plan \(CWPP\)](#) was completed in May 2018. The CWPP is hereby incorporated into this NHMP addendum by reference, and it will serve as the wildfire section for this addendum. The following presents a summary of key information; refer to the full CWPP for a complete description, and evaluation of the wildfire hazard: <https://www.clackamas.us/dm/CWPP.html>. Information specific to Wilsonville is found in the following chapter: [Chapter 10.13: Tualatin Valley Fire and Rescue](#).

Volume I, Section 2 describes the characteristics of wildland fire hazards, history, as well as the location, extent, and probability of a potential event within the region. The location, and extent of a wildland fire vary depending on fuel, topography, and weather conditions. Weather, and urbanization conditions are primarily at cause for the hazard level. Wilsonville has not experienced a wildfire within City limits, but the city has abundant wooded areas that are a concern in the case of a wildfire event. Figure WA-6 shows overall wildfire risk in Wilsonville.

Clackamas County has two major physiographic regions: the Willamette River Valley in western Clackamas County and the Cascade Range Mountains in eastern and southern Clackamas County. The Willamette River Valley, which includes Wilsonville, is the most heavily populated portion of the county and is characterized by flat or gently hilly topography. The Cascade Range has a relatively small population and is characterized by heavily forested slopes. Eastern Clackamas County is at higher risk to wildfire than western portions of the county due to its dense forest land. Human caused fires are responsible for most fires in Clackamas County. In Wilsonville most instances of fire have been started by the railroads and I-5 but the fires have been small enough to contain quickly and easily.

Figure WA-6 Overall Wildfire Risk

Source: [Oregon Wildfire Risk Explorer](#), date accessed November 9, 2018.

The forested hills within, and surrounding Wilsonville are interface areas including the Beckman Creek Corridor, Xerox Woods, Burnerts Orchard, the Living Enrichment Center (LEC), Metro Graham Oaks Nature Park, the area north of Ellingsen Road near fire station 56, and the area east of Wilsonville High School, where access would be a problem. High and Medium Priority Communities at Risk (CARs) within the City include: Graham Oaks Nature Park (part of Ladd Hill CAR) and Boeckman Creek.¹⁶

Most of the city has less severe (moderate or less) wildfire burn probability that includes expected flame lengths less than four-feet under normal weather conditions.¹⁷ However, conditions vary widely and with local topography, fuels, and local weather (including wind) conditions. Under warm, dry, windy, and drought conditions expect higher likelihood of fire

¹⁶ Clackamas County Community Wildfire Protection Plan, *Wilsonville Fire Department* (2018), Table 10.13-1.

¹⁷ [Oregon Wildfire Risk Explorer](#), date accessed November 9, 2018.

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starts, higher intensity, more ember activity, and a more difficult to control wildfire that will include more fire effects and impacts.

Vulnerability Assessment

Due to insufficient data and resources, Wilsonville is currently unable to perform a quantitative risk assessment, or exposure analysis, for this hazard. For a list of facilities and infrastructure vulnerable to this hazard see the Community Assets section and Tables WA-5 through WA-10.

The potential community impacts, and vulnerabilities described in Volume I, Section 2 are generally accurate for the City as well. Wilsonville's fire response is addressed within the CWPP which assesses wildfire risk, maps wildland urban interface areas, and includes actions to mitigate wildfire risk. The City will update the City's wildfire risk assessment if the fire plan presents better data during future updates (an action item is included to participate in future updates to the CWPP).

Property can be damaged or destroyed with one fire as structures, vegetation, and other flammables easily merge to become unpredictable, and hard to manage. Other factors that affect ability to effectively respond to a wildfire include access to the location, and to water, response time from the fire station, availability of personnel, and equipment, and weather (e.g., heat, low humidity, high winds, and drought).

Mitigation Activities

Wilsonville uses several mitigation tools to reduce the city's risk to wildfires. The city enforces open lots to cut grasses before July 4th. If the property owner does not cut the grass the city will do it. The Significant Resources Overlay Zone has prohibited development in many of the densely forested areas. Tualatin Valley Fire & Rescue adopted a district-wide wildland map that governs new construction, and an active public education program for high risk-wildfire areas.

Please review the [2017 Clackamas County Community Wildfire Protection Plan \(CWPP\)](#) and Volume I, Section 2 for additional information on this hazard.

ATTACHMENT A: ACTION ITEM FORMS

ACTION ITEM FORMS

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* - *Priority Action Item*

Note: The HMAC decided to modify the prioritization of action items in this update to reflect current conditions (risk assessment), needs, and capacity.

Summary of Action Changes

Below is a list of changes to the action items since the previous plan.

Previous NHMP Actions: Completed

Earthquake Action #2 (2012): “Seismically retrofit Elligsen Road Fire Station and associated structures” is considered complete. A \$77.5 million bond measure (34-133) was passed in 2006 by southeast Portland metro-area voters to correct seismic safety deficiencies at Tualatin Valley Fire and Rescue Fire Station 52 and to replace Fire Station 56. In addition, Earthquake Action #1 (2012) was updated in this version of the addendum to reflect the completion of seismic work to City Hall and water treatment plant; the public works/police station is funded for retrofit through the Oregon Seismic Rehabilitation Grant Program (see EQ #1 for more information).

See 2018 status identified in each action for activities that have been completed since the previous plan.

Previous NHMP Actions: Removed

Multi-Hazard Action #3 (2012): “Identify and pursue funding opportunities to develop and implement hazard mitigation activities” was removed from the list since it was determined by the steering committee that this is a function of their Implementation and Maintenance Plan and did not need to be included as an action.

Multi-Hazard Action #4 (2012): “Continue to update and improve hazard assessments in the Natural Hazards Mitigation Plan as new information becomes available” was removed from

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the list since it was determined by the steering committee that this is a function of their Implementation and Maintenance Plan and did not need to be included as an action.

Note: 2012 Actions MH #5 and EQ #3 were renumbered to 2019 Actions MH #3 and EQ #2 respectively.

New NHMP Actions (2019):

- Earthquake Action #3
- Earthquake Action #4
- Wildfire Action #1

See action item forms below for detail.

Action Item Forms

Each action item has a corresponding action item worksheet describing the activity, identifying the rationale for the project, identifying potential ideas for implementation, and assigning coordinating and partner organizations. The action item worksheets can assist the community in pre-packaging potential projects for grant funding. The worksheet components are described below.

ALIGNMENT WITH EXISTING PLANS/POLICIES

The Clackamas County NHMP includes a range of action items that, when implemented, will reduce loss from hazard events in the County, participating cities, and special districts. Within the plan, FEMA requires the identification of existing programs that might be used to implement these action items. The City addresses statewide planning goals and legislative requirements through its comprehensive land use plan, capital improvements plan, mandated standards and building codes. To the extent possible, the City will work to incorporate the recommended mitigation action items into existing programs and procedures. Each action item identifies related existing plans and policies.

STATUS/RATIONALE FOR PROPOSED ACTION ITEM

Action items should be fact-based and tied directly to issues or needs identified throughout the planning process. Action items can be developed at any time during the planning process and can come from several sources, including participants in the planning process, noted deficiencies in local capability, or issues identified through the risk assessment. The rationale for proposed action items is based on the information documented in Section 2. The worksheet provides information on the activities that have occurred since the previous plan for each action item.

IDEAS FOR IMPLEMENTATION

The ideas for implementation offer a transition from theory to practice and serve as a starting point for this plan. This component of the action item is dynamic, since some ideas may prove to not be feasible, and new ideas may be added during the plan maintenance process. Ideas for implementation include such things as collaboration with relevant organizations, grant programs, tax incentives, human resources, education and outreach, research, and physical manipulation of buildings and infrastructure.

COORDINATING (LEAD) ORGANIZATION:

The coordinating organization is the public agency with the regulatory responsibility to address natural hazards, or that is willing and able to organize resources, find appropriate funding, or oversee activity implementation, monitoring and evaluation.

INTERNAL AND EXTERNAL PARTNERS:

The internal and external partner organizations listed in the Action Item Worksheets are potential partners recommended by the project HMAAC but not necessarily contacted during the development of the plan. The coordinating organization should contact the identified partner organizations to see if they are capable of and interested in participation. This initial contact is also to gain a commitment of time and/or resources toward completion of the action items.

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Internal partner organizations are departments within the City or other participating jurisdiction that may be able to assist in the implementation of action items by providing relevant resources to the coordinating organization.

External partner organizations can assist the coordinating organization in implementing the action items in various functions and may include local, regional, state, or federal agencies, as well as local and regional public and private sector organizations.

PLAN GOALS ADDRESSED:

The plan goals addressed by each action item are identified as a means for monitoring and evaluating how well the mitigation plan is achieving its goals, following implementation.

TIMELINE:

All broad scale action items have been determined to be ongoing, as opposed to short-term (0 to 2 years) or long-term (3 or more years). This is because the action items are broad ideas, and although actions may be implemented to address the broad ideas, the efforts should be ongoing.

POTENTIAL FUNDING SOURCE

Where possible potential funding sources have been identified. Example funding sources may include: Federal Hazard Mitigation Assistance programs, state funding sources such as the Oregon Seismic Rehabilitation Grant Program, or local funding sources such as capital improvement or general funds. An action item may include several potential funding sources.

ESTIMATED COST

A rough estimate of the cost for implementing each action item is included. Costs are shown in general categories showing low, medium, or high cost. The estimated cost for each category is outlined below:

Low - Less than \$50,000

Medium - \$50,000 – \$100,000

High - More than \$100,000

Multi-Hazard #1*

Proposed Action Item		Alignment with Plan Goals:	
Develop public education programs to inform the public about methods for mitigating the impacts of natural hazards.		Protect Life and Property; Augment Emergency Services; Encourage Partnerships for Implementation; Promote Public Awareness	
Alignment with Existing Plans/Policies:			
2018 Status/Rationale for Proposed Action Item:			
<ul style="list-style-type: none"> • Conducting public outreach campaigns raises awareness about natural hazards and helps illustrate what residents and businesses can do to reduce the impact of a natural disaster on their properties, thereby significantly reducing the impact of natural hazards on the City of Wilsonville. • The Disaster Mitigation Act of 2000 requires that communities continue to involve the public beyond the original planning process [201.6(c)(4)(ii)]. Developing public education programs for hazard risk mitigation would be a way to keep the public informed of, and involved in, the county's actions to mitigate hazards. • <u>2018 Status:</u> The City utilizes the city's website to provide information on natural hazards: https://www.ci.wilsonville.or.us/publicworks/page/emergency-management 			
Ideas for Implementation:			
<ul style="list-style-type: none"> • Conduct public education as hazard seasons approach. These include earthquake awareness month in April, wildfire prevention in summer, and flood and severe storm information in winter; • Identify property owners in flood, landslide, and wildfire hazard zones, and conduct a target mailing to disseminate information on all hazards; • Partner with Clackamas County and other jurisdictions to develop public education flyers for all hazards; • Include insurance information in public outreach and education materials and promote purchase of appropriate insurance coverage; • Include hazard information on the city website and link to the Tualatin Valley Fire & Rescue safety tips website; and • Utilize the city newsletter, The Boones Ferry Messenger, to disseminate hazard information 			
Coordinating Organization:		Planning	
Internal Partners:		External Partners:	
Tualatin Valley Fire & Rescue, Hazard Mitigation Advisory Committee		Neighborhood Associations, Wilsonville Chamber of Commerce, Clackamas County, Oregon Partnership for Disaster Resilience	
Potential Funding Sources:		Estimated cost:	Timeline:
General Fund		Low	<input type="checkbox"/> Short Term (0-2 years) <input type="checkbox"/> Long Term (2-4+ years) <input checked="" type="checkbox"/> Ongoing
Form Submitted by:	Existing action item		
Priority:	High		

* - High Priority Action Item

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Multi-Hazard #2

Proposed Action Item:		Alignment with Plan Goals:	
Integrate the goals and action items from the Natural Hazards Mitigation Plan into existing regulatory documents and programs, where appropriate.		Protect Life and Property; Enhance Natural Systems; Augment Emergency Services; Encourage Partnerships for Implementation; Promote Public Awareness	
Alignment with Existing Plans/Policies:			
Comprehensive Plan, Zoning Ordinance			
2018 Status/Rationale for Proposed Action Item:			
<ul style="list-style-type: none"> The Disaster Mitigation Act of 2000 requires communities to identify actions and projects that reduce the effects of hazards on the community [201.6(c)(3)(ii)]. Incorporating natural hazards plans into comprehensive plans, local ordinances, and land-use regulations will ensure that communities implement the proper mitigation measures for their community. <u>2018 Status</u>: The City updated their development code in 2015. The floodplain ordinance was last updated in 2010 (Ordinance 686, 11/1/10). The City updated their comprehensive plan in July 2013. 			
Ideas for Implementation:			
<ul style="list-style-type: none"> Use the mitigation plan to help the City's Comprehensive Land Use Plan meet State Land Use Planning Goal 7, designed to protect life and property from natural disasters and hazards through planning strategies that restrict development in areas of known hazards; Integrate the city's mitigation actions into the current capital improvement plans to ensure development does not encroach on known hazard areas; Incorporate the Natural Hazards Mitigation Plan into City Code where appropriate; and Use the natural hazard mitigation planning resources provided by the Oregon Partnership for Disaster Resilience to learn how to better integrate the NHMP into existing documents and programs. 			
Coordinating Organization:	Planning		
Internal Partners:		External Partners:	
Public Works, Building, Planning Commission, Natural Resources		Department of Land Conservation and Development, Department of Geology and Mineral Industries, Oregon Department of Transportation, Department of Environmental Quality	
Potential Funding Sources:		Estimated cost:	Timeline:
General Fund, DLCD Technical Assistance Grant		Low	<input type="checkbox"/> Short Term (0-2 years) <input type="checkbox"/> Long Term (2-4+ years) <input checked="" type="checkbox"/> Ongoing
Form Submitted by:	Existing action item		
Priority:	Medium		

Multi-Hazard #3

Proposed Action Item:		Alignment with Plan Goals:	
Continue vegetation management throughout the city.		Augment Emergency Services; Promote Public Awareness	
Alignment with Existing Plans/Policies:			
2018 Status/Rationale for Proposed Action Item:			
<ul style="list-style-type: none"> Landscaping and vegetation make a difference in mitigating the impacts of natural hazards. Trees break the force of the wind and stabilize the soil. Wetlands absorb much of the overflow from stream channels. Fire-resistant vegetation can retard the spread of wildfires toward vulnerable buildings. Limiting or regulating the amount of vegetation cleared off a hillside lot reduces the risk of increasing the number of landslide-prone areas in a community. Planting vegetation or maintaining slope terraces can also reduce slope-runoff. Planners can use landscaping requirements to preserve or enhance the protection such natural features afford. These requirements may be part of site plan reviews or a separate set of zoning regulations and environmental performance standards. <u>2018 Status</u>: Ongoing activity of city. 			
Ideas for Implementation:			
<ul style="list-style-type: none"> Partner with Clackamas County, Oregon Department of Transportation (ODOT), railroad companies, Oregon Department of Forestry (ODF), US Forestry Service (USFS), and citizens to control vegetation along transportation corridors; Identify appropriate practices for eliminating invasive species such as blackberry and English Ivy; Maintain healthy urban canopy and remove excess understory; Maintain vegetation coverage for slope stability; Identify hazardous trees for remediation or removal; Review and update existing ordinances to incorporate and improve vegetation management on private property; Develop mechanism to review vegetation on a case by case basis; Provide education to the public about justifications for, and benefits of vegetation mitigation practices; and Encourage fuels reduction on private property by providing education for pruning, safe tree removal and native vegetation use; Continue to update the Significant Resource Overlay Zone (SROZ); and Continue to enforce the noxious vegetation code. 			
Coordinating Organization:		Natural Resources	
Internal Partners:		External Partners:	
Planning, Public Works, Parks		Clackamas County, railroad companies, ODOT, ODF, PGE, USFS	
Potential Funding Sources:		Estimated cost:	Timeline:
General Fund		Low	<input type="checkbox"/> Short Term (0-2 years) <input type="checkbox"/> Long Term (2-4+ years) <input checked="" type="checkbox"/> Ongoing
Form Submitted by:	Existing action item		
Priority:	Medium		

EXHIBIT A

Earthquake #1

Proposed Action Item:		Alignment with Plan Goals:	
Conduct seismic evaluations of the Community Center and other critical and essential facilities and implement appropriate structural mitigation strategies.		Protect Life and Property; Enhance Natural Systems; Augment Emergency Services	
Alignment with Existing Plans/Policies:			
2018 Status/Rationale for Proposed Action Item:			
<ul style="list-style-type: none"> • The Wastewater Treatment Plant, Community Center, and Public Works/Police Building are not up to seismic standards; • 2018/2019 Public Works/Police Building is undergoing seismic rehabilitation; and • Pre-disaster mitigation strategies will reduce post-disaster response needs by lessening life loss, injury, damage, and disruption. • <u>2018 Status</u>: Seismic study on the Charbonneau reservoir was completed in April 2012. Other critical facilities are built to life safety standards (but not to operational standards). Wastewater Treatment Plant was updated in 2014. Public Works/Police Station is currently being seismically retrofitted (per Phase Two of the 2015-2017 Seismic Rehabilitation Grant Program). 			
Ideas for Implementation:			
<ul style="list-style-type: none"> • Obtain funding to perform evaluations; • Prioritize seismic upgrades based on criticality of need and population served; • Partner with appropriate organizations to implement seismic upgrades; and • Seismically retrofit these facilities to guarantee continuous operation during and after a natural disaster. 			
Coordinating Organization:		Community Development and Public Works	
Internal Partners:		External Partners:	
Building, Engineering		Wilsonville Police, DOGAMI	
Potential Funding Sources:		Estimated cost:	Timeline:
General Fund, Seismic Rehabilitation Grant Program, Hazard Mitigation Assistance Grants		Moderate to High	<input type="checkbox"/> Short Term (0-2 years) <input checked="" type="checkbox"/> Long Term (2-4+ years) <input type="checkbox"/> Ongoing
Form Submitted by:	Existing action item		
Priority:	Medium		

EXHIBIT A

Earthquake #2

Proposed Action Item:		Alignment with Plan Goals:	
Perform non-structural mitigation on public facilities to improve life safety standards.		Protect Life and Property; Augment Emergency Services; Promote Public Awareness	
Alignment with Existing Plans/Policies:			
2018 Status/Rationale for Proposed Action Item:			
<ul style="list-style-type: none"> The Disaster Mitigation Act of 2000 requires communities to identify actions and projects that reduce the effects of hazards on the community, particularly to buildings and infrastructure [201.6(c)(3)(ii)]. Implementing non-structural mitigation programs will reduce the potential for life loss in public buildings and assist a community in reducing its overall earthquake risk. <u>2018 Status</u>: The City provides non-structural mitigation public outreach and education regularly, including drills and training. 			
Ideas for Implementation:			
<ul style="list-style-type: none"> Provide information to government building and school facility managers and teachers on nonstructural mitigation techniques including: securing bookcases, filing cabinets, light fixtures, and other objects that can cause injuries and block exits; and Encourage facility managers, business owners, and teachers to refer to FEMA's practical guidebook: Reducing the Risks of Nonstructural Earthquake Damage; 			
Coordinating Organization:		Human Resources	
Internal Partners:		External Partners:	
Building, Engineering		TVF&R, Oregon Occupational Safety and Health Administration	
Potential Funding Sources:		Estimated cost:	Timeline:
General Fund, Seismic Rehabilitation Grant Program		Low to Moderate	<input type="checkbox"/> Short Term (0-2 years) <input type="checkbox"/> Long Term (2-4+ years) <input checked="" type="checkbox"/> Ongoing
Form Submitted by:	Existing action item		
Priority:	Medium		

EXHIBIT A

Earthquake #3*

Proposed Action Item		Alignment with Plan Goals:	
Seismically retrofit Willamette Water Treatment Plant and Intake Facility		Protect Life and Property; Augment Emergency Services	
Alignment with Existing Plans/Policies:			
Willamette River Water Treatment Plant 2017 Master Plan Update			
2018 Status/Rationale for Proposed Action Item:			
<ul style="list-style-type: none"> • The Water Treatment Plant was built in 2002, but is not built to current seismic standards; • Changes in the seismic design criteria since the WRWTP was constructed in 2002. Given the changes in the USGS data between 2002 and 2008, projected ground accelerations in the region have increased up to 28percent, significantly adding to the structural design requirements; • The preliminary structural analysis identified both structural and non-structural vulnerabilities that may affect plant performance in a regional catastrophic seismic event. This 2017 MPU recommends including seismic retrofits to minimize infrastructure downtime and ensure plant performance after a catastrophic event; • The preliminary life-safety analysis identified issues about building code compliance and structural improvements. This 2017 MPU recommends modifications to support worker safety after a catastrophic seismic event; and • Pre-disaster mitigation strategies will reduce post-disaster response needs by lessening life loss, injury, damage, and disruption. 			
Ideas for Implementation:			
<ul style="list-style-type: none"> • Gain funding to retrofit/replace Willamette Water Treatment Plant and Intake Facility; and • Partner with appropriate organizations to implement seismic upgrades; and • Seismically retrofit this facility to guarantee continuous operation during and after a natural disaster. 			
Coordinating Organization:		Engineering	
Internal Partners:		External Partners:	
Building		Infrastructure Finance Authority	
Potential Funding Sources:		Estimated cost:	Timeline:
Rate Payers, SRGP, HMA (PDM, HMGP), General Fund		High (\$1,160,000)	<input type="checkbox"/> Short Term (0-2 years) <input checked="" type="checkbox"/> Long Term (2-4+ years) <input type="checkbox"/> Ongoing
Form Submitted by:	New Action Item (2018)		
Priority:	High		

* - High Priority Action Item

EXHIBIT A

Earthquake #4

Proposed Action Item:		Alignment with Plan Goals:	
Construct the French Prairie Bridge, including accommodation of emergency vehicle passage.		Protect Life and Property; Augment Emergency Services; Encourage Partnerships for Implementation;	
Alignment with Existing Plans/Policies:			
Bike Ped Master Plan, Parks and Rec Master Plan, Transportation System Plan, Ice Age Tonquin Trail Master Plan, Wilsonville Tourism Development Strategy			
2018 Status/Rationale for Proposed Action Item:			
<ul style="list-style-type: none"> • The French Prairie Bridge would fill a critical gap in local and regional multi-modal transportation infrastructure, connecting the Portland metro area and the northern portion of the Willamette Valley, known as the French Prairie region; • Provide an alternate, seismically resilient route; to access either side of the Willamette River when I-5 is impeded post-earthquake, hazardous spill, traffic accident, etc.); and • Pre-disaster mitigation strategies will reduce post-disaster response needs by lessening life loss, injury, damage, and disruption • <u>2018 Status</u>: In the process of planning and developing preliminary designs for a proposed bicycle/pedestrian/emergency-access bridge across the Willamette River. A new bridge would be built near the historic Boones Ferry location, between the I-5 Boone Bridge and the railroad bridge to the west. http://frenchprairiebridgeproject.org/ 			
Ideas for Implementation:			
<ul style="list-style-type: none"> • Gain funding to retrofit/replace French Prairie Bridge; and • Partner with appropriate organizations to implement seismic upgrades; and • Seismically retrofit this facility to guarantee continuous operation during and after a natural disaster. 			
Coordinating Organization:		Engineering	
Internal Partners:		External Partners:	
Building		ODOT, Metro, Clackamas County	
Potential Funding Sources:		Estimated cost:	Timeline:
General Fund, Seismic Rehabilitation Grant Program, Hazard Mitigation Assistance Grants		High	<input type="checkbox"/> Short Term (0-2 years) <input checked="" type="checkbox"/> Long Term (2-4+ years) <input type="checkbox"/> Ongoing
Form Submitted by:	New action item		
Priority:	Medium		

EXHIBIT A

Flood #1

Proposed Action Item:		Alignment with Plan Goals:	
Ensure continued compliance in the National Flood Insurance Program (NFIP) through enforcement of local floodplain management ordinances.		Protect Life and Property; Encourage Partnerships for Implementation	
Alignment with Existing Plans/Policies:			
Flood Ordinance; Zoning Code			
2018 Status/Rationale for Proposed Action Item:			
<ul style="list-style-type: none"> The National Flood Insurance Program provides communities with federally backed flood insurance to homeowners, renters, and business owners, if communities develop and enforce adequate floodplain management ordinances. The benefits of adopting NFIP standards for communities are a reduced level of flood damage in the community and stronger buildings that can withstand floods. According to the NFIP, buildings constructed in compliance with NFIP building standards suffer approximately 80 percent less damage annually than those not built in compliance. The Disaster Mitigation Act of 2000 requires communities to identify mitigation actions that address new and existing buildings and infrastructure [201.6(c)(3)(ii)]. Continued participation in the NFIP will help reduce the level of flood damage to new and existing buildings in communities while providing homeowners, renters and business owners additional flood insurance protection. <u>2018 Status</u>: Ongoing activity of city. Flood ordinance is current. See Flood section for more information. 			
Ideas for Implementation:			
<ul style="list-style-type: none"> Community Assistance Visits (CAV) are scheduled visits to communities participating in the NFIP for the purpose of: 1) conducting a comprehensive assessment of the community's floodplain management program; 2) assisting the community and its staff in understanding the NFIP and its requirements; and 3) assisting the community in implementing effective flood loss reduction measures when program deficiencies or violations are discovered. Actively participate with DLCD and FEMA during Community Assistance Visits. Assess the floodplain ordinances to ensure they reflect current flood hazards and situations and meet NFIP requirements. Coordinate with the county to ensure that floodplain ordinances and NFIP regulations are maintained and enforced. Mitigate areas that are prone to flooding and/or have the potential to flood. These areas include SW Commerce Circle, Sun Place, Rose Lane, and the pathway/parking lot at Inza R. Wood Middle School, Montgomery Way, and Memorial Park. 			
Coordinating Organization:		Community Development	
Internal Partners:		External Partners:	
Planning, GIS		Department of Land Conservation and Development; Association of State Floodplain Managers	
Potential Funding Sources:		Estimated cost:	Timeline:
General Fund		Low	<input type="checkbox"/> Short Term (0-2 years) <input type="checkbox"/> Long Term (2-4+ years) <input checked="" type="checkbox"/> Ongoing
Form Submitted by:		Existing Action Item	
Priority:		Medium	

EXHIBIT A

Flood #2

Proposed Action Item:		Alignment with Plan Goals:	
Coordinate with the Oregon Department of Transportation (ODOT) to increase the capacity of culverts.		Protect Life and Property; Encourage Partnerships for Implementation	
Alignment with Existing Plans/Policies:			
2018 Status/Rationale for Proposed Action Item:			
<ul style="list-style-type: none"> In 2008, flooding occurred at culverts and drainage choke points near Sun Place, Commerce Circle, and a pathway near Inza R. Wood Middle School. In the past flooding has occurred along the Willamette River, in Coffee Creek Wetlands, and at choke points that can back up during heavy precipitation events. These problem areas include the backside of SW Commerce Circle, Sun Place (where a La Quinta hotel is located), a pathway at Inza R. Wood Middle School (which has resulted in the parking lot being flooded in the past), and Rose Lane, where the river can back up and come onto the road, causing traffic problems. <u>2018 Status</u>: culvert projects occur annually. 			
Ideas for Implementation:			
<ul style="list-style-type: none"> Develop an Intergovernmental Agreement with ODOT Identify undersized culverts and propose mitigation action; Work with business owners to discuss flooding problems; Prioritize construction projects based on criticality of need; and Coordinate with ODOT for funding opportunities. 			
Coordinating Organization:		Community Development	
Internal Partners:		External Partners:	
Engineering, Public Works		ODOT, Business community, METRO, Clackamas County, Washington County	
Potential Funding Sources:		Estimated cost:	Timeline:
General Fund, ODOT resources		Medium to High	<input type="checkbox"/> Short Term (0-2 years) <input type="checkbox"/> Long Term (2-4+ years) <input checked="" type="checkbox"/> Ongoing
Form Submitted by:	Existing Action Item		
Priority:	Medium		

EXHIBIT A

Flood #3*

Proposed Action Item:		Alignment with Plan Goals:	
Implement the recommendations found in the Stormwater Master Plan.		Protect Life and Property; Enhance Natural Systems; Augment Emergency Services; Encourage Partnerships for Implementation	
Alignment with Existing Plans/Policies:			
Stormwater Master Plan			
2018 Status/Rationale for Proposed Action Item:			
<ul style="list-style-type: none"> • The stormwater master plan developed Capital Improvement Projects to address deficiencies in the stormwater system; • The stormwater master plan promotes proper watershed management; and • Stormwater management is a key element in maintaining and enhancing a community's livability. There is a direct link between stormwater and a community's surface and ground waters. Protecting these waters is vital for a great number of uses, including fish and wildlife habitat, recreation, and drinking water. • <u>2018 Status:</u> Stormwater Master Plan was updated in 2012. Capital improvement projects occur annually. 			
Ideas for Implementation: CWPP Identified Focus Areas and Priority Actions			
<ul style="list-style-type: none"> • Identify funding sources to implement recommendations. 			
Coordinating Organization:		Natural Resources	
Internal Partners:		External Partners:	
Planning, Public Works		Clackamas County Water Environment Services, METRO, Department of Environmental Quality, Department of Land Conservation and Development, Department of State Lands	
Potential Funding Sources:		Estimated cost:	Timeline:
ODF, operating budgets		Low to High	<input type="checkbox"/> Short Term (0-2 years) <input type="checkbox"/> Long Term (2-4+ years) <input checked="" type="checkbox"/> Ongoing
Form Submitted by:	Existing Action Item		
Priority:	High		

EXHIBIT A

Severe Weather #1

Proposed Action Item:		Alignment with Plan Goals:	
Reduce negative effects from severe windstorm and severe winter storm events.		Protect Life and Property; Enhance Natural Systems; Augment Emergency Services; Encourage Partnerships & Implementation; Promote Public Awareness	
Alignment with Existing Plans/Policies:			
2018 Status/Rationale for Proposed Action Item:			
<ul style="list-style-type: none"> The Disaster Mitigation Act of 2000 requires communities to identify and analyze a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with emphasis on new and existing buildings and infrastructure [201.6(c)(3)(ii)]. Developing and implementing programs to reduce the potential for wind and winter storms to cause power outages can assist a community in mitigating its overall risk to wind and winter storms. <u>2018 Status</u>: Ongoing activity of city. 			
Ideas for Implementation:			
<ul style="list-style-type: none"> Encourage burial of power lines for existing development; Ensure that there are back up underground lines to major businesses & employers; Develop partnerships to implement programs to keep trees from threatening lives, property, and public infrastructure; and Continue regular tree trimming practices (City focus in right-of-way; private property owners and utility companies take care of trees on their property). 			
Coordinating Organization:		Community Development	
Internal Partners:		External Partners:	
Public Works		PGE, Bonneville Power Administration, private landowners	
Potential Funding Sources:		Estimated cost:	Timeline:
Capital Funds		Low to High	<input type="checkbox"/> Short Term (0-2 years) <input type="checkbox"/> Long Term (2-4+ years) <input checked="" type="checkbox"/> Ongoing
Form Submitted by:	Existing Action Item		
Priority:	Medium		

Wildfire #1*

Proposed Action Item:		Alignment with Plan Goals:	
Coordinate wildfire mitigation action items through the Clackamas County Community Wildfire Protection Plan .		Protect Life and Property; Enhance Natural Systems; Augment Emergency Services; Encourage Partnerships & Implementation; Promote Public Awareness	
Alignment with Existing Plans/Policies:			
Clackamas County Community Wildfire Protection Plan (2018)			
2018 Status/Rationale for Proposed Action Item:			
The wildfire mitigation action items provide direction on specific activities that organizations and residents in Wilsonville can take to reduce wildfire hazards.			
Ideas for Implementation: CWPP Identified Focus Areas and Priority Actions			
Wildfire Risk Assessment (Ch. 4):			
<ol style="list-style-type: none"> Maintain and update the Fuels Reduction (FR) and Communities at Risk (CAR) maps and databases. Continue to track structure vulnerability data throughout the County through structural triage assessments. Update the Overall Wildfire Risk Assessment as new data becomes available. 			
Hazardous Fuels Reduction and Biomass Utilization (Ch. 5):			
<ol style="list-style-type: none"> Develop and maintain an inventory of potential and successful FR projects by meeting with parks and natural lands managers quarterly. Continue securing funding to implement projects/hire seasonal ODF staff. 			
Emergency Operations (Ch. 6):			
<ol style="list-style-type: none"> Develop and FDB Communications Works Group. Conduct a Conflagration Exercise. 			
Education and Community Outreach (Ch. 7):			
<ol style="list-style-type: none"> Develop Firewise toolkit for CAR's. Create incentives for fuels reduction. Update and distribute the Burn Permitting and Fire Restrictions Brochure. Continue to improve address signage throughout the County. 			
Structural Ignitability Policies and Programs (Ch. 8):			
<ol style="list-style-type: none"> Identify a DTD representative for the WFEP. Improve coordination with Rural Fire Agencies. Integrate WU into Plan Map and include a public outreach strategy. 			
Coordinating Organization:	TVF&R		
Internal Partners:		External Partners:	
Public Works, Parks and Recreation, Natural Resources		Clackamas Fire Defense Board, Oregon Department of Forestry, U.S. Forest Service, U.S. Bureau of Land Management, public land management agencies	
Potential Funding Sources:		Estimated cost:	Timeline:
ODF, operating budgets		Low to High	<input type="checkbox"/> Short Term (0-2 years) <input type="checkbox"/> Long Term (2-4+ years) <input checked="" type="checkbox"/> Ongoing
Form Submitted by:	New Action Item		
Priority:	High (<i>CWPP identified priority actions listed above</i>)		

ATTACHMENT B: PUBLIC INVOLVEMENT SUMMARY

Members of the HMAC provided edits and updates to the NHMP prior to the public review period as reflected in the final document.

To provide the public information regarding the draft NHMP addendum, and provide an opportunity for comment, an announcement (see text below) was announced on the city's [website](#) (including the draft plan and an opportunity to comment) and via social media (NextDoor, Facebook, Twitter). In addition, the City conducted an interview with the local newspaper (Wilsonville Spokesman) but a story was not published. The opportunity to review the draft plan and to comment was left open from December 27, 2018 through January 15, 2019.

During the public review period there were no formal comments provided; however, the draft plan received at least 50 clicks.

City Website Announcement

The screenshot shows the City of Wilsonville website with a navigation menu and a main content area. The navigation menu includes: 503-682-1011, CONTACT, SUBSCRIBE, Search, and RESIDENTS, GOVERNMENT, BUSINESS, RESOURCES. The main content area features a sidebar with categories like PUBLIC WORKS, INDUSTRIAL PRETREATMENT, WASTE WATER TREATMENT PLANT, and WATER TREATMENT PLANT. The main content area is titled "Natural Hazards Mitigation Plan Comments" and includes text about the plan, a "Supporting Documents" section with a link to the draft, and a form for providing comments by January 15. The right sidebar contains contact information for Public Works, including phone, fax, emergency/after hours, and water feature hotline numbers, as well as site and mailing addresses and a "View Staff Directory" link.

WILSONVILLE OREGON

503-682-1011 CONTACT SUBSCRIBE Search

RESIDENTS GOVERNMENT BUSINESS RESOURCES

PUBLIC WORKS

- WHAT PUBLIC WORKS DOES
- ADOPT-A-ROAD
- BACKFLOW
- BULK WATER METERS
- EMERGENCY MANAGEMENT
- + INDUSTRIAL PRETREATMENT
- WASTE WATER TREATMENT PLANT
- + WATER TREATMENT PLANT
- DOCUMENTS - PUBLIC WORKS

Natural Hazards Mitigation Plan Comments

In accordance with state and federal law, The City of Wilsonville is required to have a Natural Hazards Mitigation Plan (NHMP) that articulates the City's short- and long-term plans to mitigate potential natural hazards that could occur within our region. These natural hazards include earthquakes, floods, wildfires and severe winter storms.

The City's NHMP was developed in concert with the Clackamas County Department of Disaster Management's recent countywide update, and includes input from the City's Engineering, Public Works, Planning and Community Development divisions.

This draft plan can be accessed below under "Supporting Documents." The plan is subject to public review and comment before adoption as an addendum to the Clackamas County NHMP. The plan is effective for a five-year period following adoption.

For more information, or to submit feedback on this plan before January 15, contact Martin Montalvo, Public Works Operations Manager, at 503-570-1560; montalvo@ci.wilsonville.or.us.

Supporting Documents

[Wilsonville National Hazards Mitigation Plan \(NHMP\) DRAFT \(4 MB\)](#)

Name *

E-mail Address *

Provide Comment by Jan. 15 *

Contact

PUBLIC WORKS

Phone: 503-682-4092
Fax: 503-682-8816

Emergency/After Hours
Phone: 1-866-252-3614

Water Feature Hotline
Phone: 503-685-6356

Site Address:
30000 SW Town
Center Loop E
Wilsonville, OR 97070
[Get Directions](#)

Mailing Address:
29799 SW Town
Center Loop E
Wilsonville, OR 97070

Monday - Friday
7:30am - 4:30pm

[View Staff Directory](#)

Social Media Announcements

Natural Hazards Mitigation Plan (NHMP)

In accordance with state and federal law, The City of Wilsonville is required to have a Natural Hazards Mitigation Plan (NHMP) that articulates the City's short- and long-term plans to mitigate potential natural hazards that could occur within our region. This draft NHMP plan is subject to public review and comment before adoption. To See more...



New 16h ago · Subscribers of City of Wilsonville

Reply

E Elaine M., Wilsonville · 12h ago **New**
I sure hope we never see a flood like that 😊



City of Wilsonville
@WilsonvilleOR

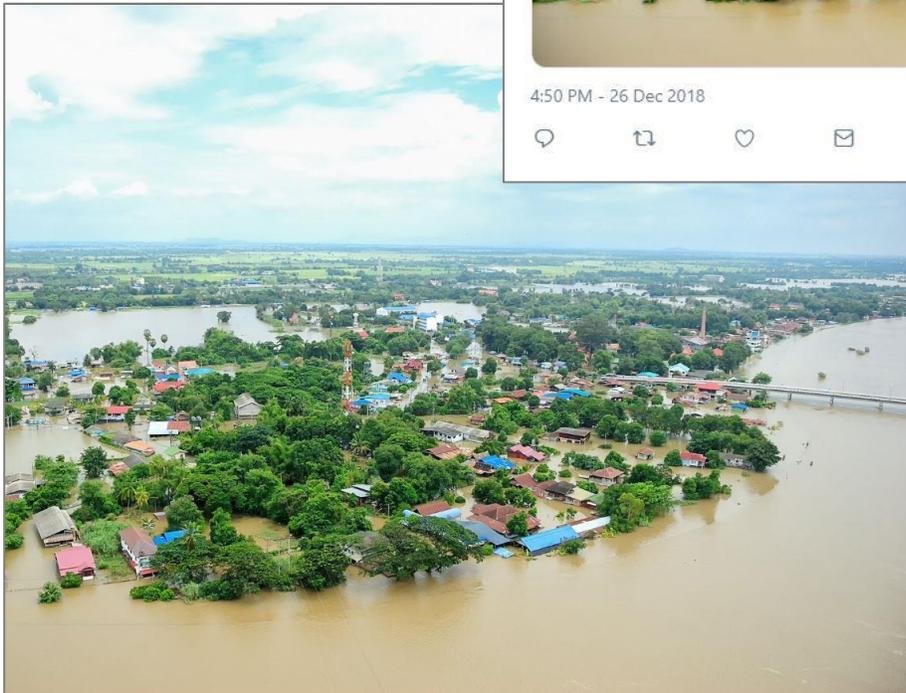
Following

The City is required to have a Natural Hazards Mitigation Plan (NHMP) that articulates the City's plans to mitigate potential natural hazards. This draft plan is subject to public review and comment before adoption. To review or comment, visit bit.ly/2EKMIInb



4:50 PM - 26 Dec 2018

Reply, Retweet, Like, Message icons



comment before adoption. To review, comment (by Jan. 15) or learn more about the plan, visit <http://bit.ly/2EKMIInb>

Tag Photo, Add Location, Edit

4 likes, 1 Comment, 1 Share

Like, Comment, Share icons

Most Relevant

Karen Blase Let the residents know before a testing! Is there a schedule for tests?
Like · Reply · Message · 11h

Wilsonville - Local Government
No tests. Just sharing a plan that guides preventative measures the City would develop to minimize loss of life and property damage should an event occur.
Like · Reply · Commented on by William Evans (?) · 1m

Write a comment... with icons



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 17, 2019	Subject: Resolution No. 2756 A Resolution of the City of Wilsonville Authorizing the City Manager to Execute the Tri-County Metropolitan Transportation District of Oregon (TriMet) Subrecipient Agreement Staff Member: Dwight Brashear, Transit Director and Amanda Guile-Hinman, Assistant City Attorney Department: Transit/Legal	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to approve the consent agenda.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transit Master Plan	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Revenue sharing agreement between TriMet and SMART.

EXECUTIVE SUMMARY:

HB 2017 created the Statewide Transportation Improvement Fund. Each transit agency receives 90% of the STIF funds generated from employees working within its jurisdiction –referred to as STIF Formula Funds.

The STIF Formula Funds are collected by the State, which distributes the STIF Formula Funds to designated Qualified Entities. Despite the City’s efforts to have SMART designated as a Qualified Entity, the State designated TriMet as the Qualified Entity for the Portland metro region and SMART as one of the Subrecipients that will receive its STIF Formula Funds from TriMet.

Because of TriMet’s designation as the Qualified Entity and SMART’s designation as a Public Transit Service Provider (PTSP) and Subrecipient, TriMet and SMART must enter into an agreement for the disbursement of STIF Formula Funds from TriMet to SMART. TriMet, SMART, and the other Subrecipients under TriMet’s jurisdiction as a Qualified Entity, negotiated terms of the agreement with input from ODOT regarding the disbursement of STIF Formula Funds.

The STIF Formula Funds will be used by SMART to fund its projects/programs listed in Transit Master Plan Appendix B – Route Priorities (updated in 2018), which was incorporated into SMART’s STIF Plan that was approved by the Oregon Transportation Commission. The STIF Plan was created to satisfy requirements set forth in the statewide plan process to receive and expend STIF Formula Funds.

EXPECTED RESULTS:

With receipt of STIF Formula Funds, SMART anticipates implementing its STIF Plan, which includes expanded hours for some routes, increased frequencies for some routes, and expansion of service, among other service enhancements.

TIMELINE:

SMART is set to receive from TriMet STIF Formula Funds collected in fiscal year 2019 on or about July 1, 2019. A second payment is anticipated toward the end of July 2019, and then quarterly payments should occur thereafter beginning in October 2019.

CURRENT YEAR BUDGET IMPACTS:

Year Collected	Projected Revenue
FY2019	\$447,238
FY2020	\$1,587,116
FY2021	\$1,344,116
TOTAL	\$3,378,470

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 6/6/2019

LEGAL REVIEW / COMMENT:

Reviewed by: ARGH Date: 6/11/2019

COMMUNITY INVOLVEMENT PROCESS:

SMART conducted an extensive two-year public involvement process to develop the 2017 Transit Master Plan. Businesses and community members identified needs and desires through workshops, interviews, two community surveys, public events, a citizen task force, and several other formats. A complete list of public participation efforts is detailed in the Transit Master Plan Public Involvement chapter and Appendix F.

From the planning process described above, SMART developed a route priority list that was adopted as part of the 2017 Transit Master Plan as Appendix B. The Council adopted Resolution No. 2700 in July 2018 that clarified Appendix B as part of SMART's work in creating its STIF Plan.

SMART worked with other transit agencies that are also Subrecipients of TriMet to ensure the most equitable terms that meet the requirements and goals of HB 2017.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

These service enhancements will respond to numerous public comments from the Transit Master Plan expressing a desire for more service. These enhancements will increase ridership, reduce traffic congestion, and improve the public transit experience for customers.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Resolution No. 2756
 - 1. Tri-County Metropolitan Transportation District of Oregon Subrecipient Agreement

RESOLUTION NO. 2756**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TriMet) SUBRECIPIENT AGREEMENT.**

WHEREAS, the City Council for the City of Wilsonville adopted the 2017 Transit Master Plan (“Transit Master Plan”) on June 19, 2017; and

WHEREAS, the Transit Master Plan outlines future goals for the City of Wilsonville’s (“City”) transit system through South Metro Area Regional Transit (“SMART”) and supportive transportation options to meet the City’s mobility needs; and

WHEREAS, Appendix B – Route Priorities to the Transit Master Plan identifies a prioritized list of service enhancements that SMART intends to undertake should additional funding become available; and

WHEREAS, the Oregon State Legislature passed House Bill (HB) 2017 in 2017 that projects to provide additional transit funding to transit agencies throughout the State of Oregon; and

WHEREAS, the City adopted a Statewide Transportation Improvement Fund (“STIF”) Plan in order to receive STIF Formula Funds pursuant to ORS 184.758 and OAR Chapter 732, Divisions 40 and 42; and

WHEREAS, the State has designated TriMet as the Qualified Entity that will receive STIF Formula Funds from the State for all transit agencies in the Portland metropolitan area, including STIF Formula Funds due to the City; and

WHEREAS, TriMet and the City, by and through SMART, have negotiated the Tri-County Metropolitan Transportation District of Oregon Subrecipient Agreement attached hereto as **Attachment 1** regarding TriMet’s disbursement of STIF Formula Funds to the City.

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

1. The City of Wilsonville authorizes the City Manager to enter into, on behalf of the City of Wilsonville and SMART, a Tri-County Metropolitan Transportation District of Oregon Subrecipient Agreement in substantially similar form to **Attachment 1** attached hereto.

2. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17th day of June, 2019, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Stevens

Councilor Lehan

Councilor West

Attachment:

1. Tri-County Metropolitan Transportation District of Oregon Subrecipient Agreement

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
SUBRECIPIENT AGREEMENT [GP200805EV]
DISBURSEMENT OF STATE OF OREGON, PUBLIC TRANSIT SECTION
SPECIAL TRANSPORTATION IMPROVEMENT FUNDS**

PARTIES:

1. Tri-County Metropolitan Transportation District of Oregon (TriMet), a mass transit district organized under ORS Chapter 267. TriMet is acting as a Qualified Entity designated to distribute funds pursuant to ORS Chapter 184.751 *et seq* to authorized entities that provide Public Transportation Services from the State of Oregon Department of Transportation (ODOT), Public Transit Division, Special Transportation Improvement Fund (STIF) for the purposes set forth at ORS 184.758. Pursuant to Resolution No. 18-10-72, TriMet's Board of Directors authorized TriMet to disburse STIF Formula Funds received by TriMet to eligible Subrecipients in accordance with the STIF Plan.
2. City of Wilsonville, by and through its South Metro Area Regional Transit ("SMART") Department (Subrecipient).

DEFINITIONS:

As used in this Agreement, which includes all Exhibits:

1. "Americans with Disabilities Act" ("ADA") means section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008.
2. "Capital Asset" means real property or tangible items purchased or leased with STIF moneys, including without limitation vehicles and structures, with a purchase price of \$5,000 or more and a useful life of at least one year.
3. "Commission" means the Oregon Transportation Commission ("OTC") established under ORS 184.612.
4. "Fiscal Year" means the annual period which begins on July 1 and ends on June 30.
5. "Low-Income Household" means a household the total income of which does not exceed 200% of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2) for the 48 Contiguous States and the District of Columbia.
6. "Project" means a public transportation improvement activity or group of activities that is (i) eligible for STIF moneys; (ii) included in a STIF Plan adopted by the Commission; and (iii) funded by this Agreement.
7. "Project Manager(s)" means the individuals identified in Section 12 of this Agreement who are authorized by TriMet and Subrecipient respectively to send and receive communications regarding this Agreement.
8. "Public Transportation Services" means any form of passenger transportation by car, bus, or other conveyance, either publicly or privately owned, which provides service to the general public (not including charter, sightseeing, or exclusive school bus service) on a regular and continuing basis. Such transportation may be for purposes such as health care, shopping, education, employment, public services, personal business, or recreation.

9. “Public Transportation Service Provider” means a Qualified Entity or a city, county, Special District, Intergovernmental Entity or any other political subdivision or municipal or Public Corporation that provides Public Transportation Services.
10. “Qualified Entity” means, a county in which no part of a Mass Transit District or Transportation District exists, a Mass Transit District, a Transportation District or an Indian Tribe.
11. “Recipient” means a Qualified Entity or Public Transportation Service Provider that has a STIF Plan approved by the Commission or enters into an agreement directly with ODOT to receive STIF Formula Funds.
12. “Representation Letter” means a letter prepared by a Subrecipient’s external auditors and sign by Subrecipient’s senior management that attests to the accuracy of the statements that the Subrecipient has submitted to the auditors for their analysis.
13. “Satisfactory Continuing Control” means the legal assurance that a Capital Asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
14. “STIF” or “Statewide Transportation Improvement Fund” means the fund established under ORS 184.751.
15. “STIF Formula Fund” means up to 90 percent of the Statewide Transportation Improvement funds to be disbursed to Qualified Entities conditioned upon the Commission’s approval of a STIF Plan, pursuant to ORS 184.758(1)(a).
16. “STIF Formula Fund Cycle” means the time period between Fiscal Years 2019 through the end of Fiscal Year 2021 (June 30, 2021) that is programmed in the STIF Plan.
17. “STIF Plan” means a public transportation improvement plan that is approved by TriMet’s Board of Directors and submitted to the Oregon Department of Transportation for review and approval by the Commission in order for TriMet to receive a share of the STIF Formula Fund.

RECITALS:

1. ORS 184.751 establishes the Statewide Transportation Improvement Fund, which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
2. The STIF Formula Fund is intended to improve Public Transportation Services for current and potential future Oregon transit users by distributing moneys to Qualified Entities. STIF Formula Funds are not intended to supplant local funding sources to maintain existing services.
3. The Commission has approved TriMet’s multi-year Plan for use of STIF Formula Funds through the end of Fiscal Year 2021. TriMet is a Recipient of STIF Formula Funds as it is authorized to receive STIF Formula Funds directly from the Oregon Department of Transportation. TriMet’s STIF Plan consists of numerous Projects to provide Public Transportation Services in TriMet’s area of responsibility based on anticipated STIF Formula Funds.
4. Subrecipient is authorized to receive STIF Formula Funds and provide Public Transportation Services in and around Wilsonville, Oregon. Subrecipient provides Public Transportation Services in TriMet’s Area of Responsibility as defined by OAR 732-040-0005(5).
5. TriMet’s STIF Plan anticipates sufficient future STIF Formula Funds for Subrecipient for a Project or Projects that provide Public Transportation Services as specified in this Agreement.

6. Pursuant to ORS Chapter 184 and OAR Chapter 732, Divisions 40 and 42, TriMet and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STIF Formula Funds to Subrecipient in order for Subrecipient to complete one or more tasks specified in the STIF Plan. **Funds shall be used solely for the Project(s) and shall not be used for any other purpose.**

AGREEMENTS:

1. General

- 1.1. Subrecipient agrees to comply with and use the STIF Formula Funds in accordance with the terms of this Agreement including the terms and conditions of ORS 184.751 through 184.766, the provisions of OAR Chapter 732 Divisions 40 and 42, as may be amended, TriMet's Approved FY2019-2021 STIF Plan, and any ODOT guidance documents pertaining to the Statewide Transportation Improvement Funds program, all of which are incorporated into and made part of this Agreement. Specific contractual requirements applicable to Subrecipient under this Agreement are set forth in Exhibits A, B, C, D, E, F, and G, which are incorporated into and made part of this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following order of precedence: this Agreement form: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, and Exhibit G. This Agreement is subject to any agreements made between ODOT and TriMet regarding disbursement of the STIF Formula Funds, and shall be amended to incorporate those changes.
- 1.2. Subrecipient affirms that it has all the necessary policies and procedures in place to ensure compliance with OAR 732 Divisions 40 and 42, and to achieve the goals and outcomes described in the Project, including but not limited to program and project management; financial management; operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.
- 1.3. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient shall require any subcontractor performing services under this Agreement to enter into a written agreement with Subrecipient before the commencement of services, which shall require the subcontractor to comply with ORS 184.751 through 184.766 and the provisions of OAR Chapter 732, Divisions 40 and 42, as may be amended, and the terms of this Agreement. Where provided in this Agreement, Subrecipient shall specifically include in all subcontracts a requirement that the subcontractor shall be bound as provided in this Agreement and exhibits thereto.
- 1.4. Subrecipient and TriMet agree that the percentages of STIF Formula Funds designated for Subrecipient in Exhibit E represents, to the extent possible and using the best available data, an allocation method that is proportionate to the amount of employee payroll tax revenue generated within the geographic territory of the Subrecipient.
 - 1.4.1. If Subrecipient receives STIF Formula Funds generated within TriMet's geographic district, Subrecipient agrees that the STIF Formula Funds in Exhibit E represent the allocation to Subrecipient approved by the Oregon Transportation Commission.
- 1.5. If the total amount of STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 exceeds the total amount in Exhibit D, the Subrecipient shall retain all excess funds in a restricted account for a future STIF Plan or for disbursement as otherwise approved by the Oregon Transportation Commission.

- 1.6. If the total amount of STIF Formula Funds received by TriMet from ODOT exceeds the total amount budgeted by Subrecipient for any fiscal year in Exhibit D, then TriMet shall retain all excess funds in a restricted account and will disburse the funds plus interest to Subrecipient for STIF Plan activities to be conducted in the following fiscal year until the maximum amount for the STIF Plan has been reached. A Subrecipient cannot spend more than the amount budgeted for STIF Plan Period, whether from STIF Formula funds or interest earned on those funds.
 - 1.6.1. Any STIF Formula Funds, including interest, accrued at the end of the STIF Plan period in excess of the amount budgeted by Subrecipient for the STIF Plan period in Exhibit D will be retained by TriMet and disbursed in accordance to the subsequent STIF Plan approved by the Oregon Transportation Commission.
- 1.7. If the STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 are not sufficient to meet the funding schedule in Exhibit D, TriMet will utilize the Subrecipient's percentage of STIF Formula Funds identified in Exhibit E relative to the total STIF Formula Funds received by TriMet, unless the Parties agree otherwise.
- 1.8. TriMet agrees to distribute STIF Formula Funds due to Subrecipient in accordance with the terms of this Agreement, ORS 184.751 *et seq.*, and OAR Chapter 732 Divisions 40 and 42.

2. Audit and Compliance Review

- 2.1. Subrecipient shall conduct an annual financial audit of the STIF Formula Funds received by the Subrecipient pursuant to this Agreement. All financial audit reports shall be submitted to TriMet no later than 30 days after the receipt of the auditor's final report(s).
- 2.2. All audits prepared pursuant to Section 2.1 shall include the agreed-upon procedures (AUP) as set forth in Exhibit F. Those procedures, and related costs, will be included with the Subrecipient's annual financial statement audit as referenced in Section 2.1.
- 2.3. Subrecipient shall be subject to periodic on-site compliance reviews by TriMet. The purpose of the compliance site review is to ensure that Subrecipient has appropriate, adequate internal controls and management procedures to meet the terms and conditions of agreements governing the disbursement of STIF Formula Funds. Compliance reviews may include but not be limited to the following, as applicable: program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.
- 2.4. An on-site compliance review may not be required upon satisfactory completion by Subrecipient of the AUP as required in Exhibit F and the following:
 - 2.4.1 When conducting a financial statement audit in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS or the Yellow Book), written representations are provided in Subrecipient's Representation Letter regarding STIF Formula Funds to complement the auditing procedures of the independent auditor. TriMet requires the following language to be included in the Representation Letter to account for STIF Formula Funds regardless of materiality:

“We are responsible for complying, and have complied with, the requirements pursuant to ORS Chapter 184 and OAR 732, Divisions 40 and 42 for the use of STIF Formula funds identified in the approved FY2019-21 STIF Plan. We have all appropriate, adequate internal controls and management procedures to meet the terms

and conditions of agreements governing the disbursement of STIF Formula Funds, including program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.”

- 2.4.2 No later than 30 days after receipt of the auditor’s financial report, Subrecipient will provide an electronic copy of the following documents to TriMet:
- 2.4.2.1. Audited Financial Statements or Comprehensive Annual Financial Report (CAFR);
 - 2.4.2.2. Report of Independent Auditors on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Oregon Municipal Auditing Standards;
 - 2.4.2.3. Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
 - 2.4.2.4. Report of Independent Auditors on Compliance for the Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance;
 - 2.4.2.5. Management Representation Letter with the representation described in 2.4.1;
 - 2.4.2.6. Agreed Upon Procedures Report as required by ODOT and fully described in Appendix F.
 - 2.4.2.7. Written communications describing material weaknesses, significant deficiencies, or other matters, including written comments for opportunities for improvement;
 - 2.4.2.8. The results of any comprehensive review completed by the Federal Transit Administration or the Oregon Department of Transportation within 30 days of receipt, if applicable;
 - 2.4.2.9. The results of any STIF Formula Fund related reviews or audits within 30 days of receipt, if applicable.
- 2.5. If applicable, the asset inventory list as described in the Agreed Upon Procedures. If additional compliance requirements and/or findings are identified by the independent auditor resulting in a corrective action plan, then TriMet will undertake necessary steps to ensure compliance requirements have been met and/or corrective action plans are fully developed and implemented. TriMet will bill Subrecipient for any audit or compliance review services as provided in this Section 2 on a cost reimbursement basis.
- 2.6. TriMet may request additional information including, but not limited to, audits of specific projects or services. Subrecipient will adhere to financial management procedures in accordance with Oregon and other applicable laws and requirements, and specifically as provided by ORS 184.751 through 184.766 and OAR Chapter 732, Divisions 40 and 42 in addition to the requirements set forth in this Agreement.
- 2.7. Subrecipient shall permit TriMet, ODOT, the Secretary of State of the State of Oregon, or their authorized representatives, upon reasonable notice, access to all data and records relating to STIF Formula Funds received or disbursed and to inspect the STIF Plans and Projects financed with STIF Formula Funds including, but not limited to, the financial records, physical premises, and Capital Assets used to deliver public transportation services.

- 2.8. Subrecipient shall ensure that its agreements or contracts with subcontractors or vendors include provisions which permit TriMet, ODOT, the Secretary of State of Oregon, or their authorized representatives, access to data and records held by the Subrecipient or vendor as described in this Section.

3. Accounting Requirements

- 3.1. Subrecipient shall account for STIF Formula Funds separately. Any interest accrued must be added to the moneys and must be reported to TriMet at the end of the Fiscal Year in which it was earned.
- 3.2. Subrecipient shall document the expenditure of all STIF Formula Funds disbursed by TriMet under this Agreement. Subrecipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles (GAAP) and in sufficient detail to permit TriMet to verify how the STIF Formula Funds were expended. Subrecipient shall comply with applicable federal, state and local laws for accounting, billing and reporting requirements with STIF Formula Funds.

4. Reporting Requirements

- 4.1. In addition to any other reporting required by this Agreement or by law, Subrecipient shall submit the following electronic documentation to TriMet:
 - 4.1.1. The Subrecipient's adopted annual budget for the upcoming Fiscal Year must be submitted no later than 30 days after adoption. A subcontractor is not required to submit its organization's annual budget.
 - 4.1.2. The results of any relevant financial audits of the Subrecipient or any subcontractor, as required by a local, state or federal oversight agency for the purposes of statewide reporting including, but not limited to:
 - 4.1.2.1. Any other report concerning the financial and administrative activities of Subrecipient as required by law that affects the ability of Subrecipient or a subcontractor to perform the functions or programs funded by this Agreement.
- 4.2. Results of audits described in this Section 4.1.2 must be submitted to TriMet no later than 15 days after receipt of the final results. A copy of information submitted under this Section 4.1.2.1 must be sent to TriMet no later than 15 days after submittal to the requesting agency.
- 4.3. Subrecipient will provide TriMet with any report that documents the benefits and discrete measurable outcomes associated with each Project as outlined in Exhibit G, the ODOT STIF Formula Fund Reporting Requirements Overview.

5. Withholding of Funds

- 5.1. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STIF Formula Funding requirements hereunder by Subrecipient. Upon breach of this Agreement by Subrecipient TriMet may withhold future STIF Formula Fund payments to Subrecipient.
- 5.2. In addition to any other provisions of this Agreement TriMet may withhold payment of STIF Formula Funds, if:
 - 5.2.1. The Subrecipient or its subcontractor is not using STIF Formula Funds in accordance with the STIF Plan, this Agreement, or applicable laws or regulations;
 - 5.2.2. The Subrecipient or its subcontractor has not submitted reporting required by applicable law or this Agreement, subject to a reasonable cure period;

- 5.2.3. TriMet determines that there are any unresolved audit finding relating to the accounting for STIF Formula Funds as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.4. TriMet determines that there is any unresolved compliance review finding relating to the use of STIF moneys as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.5. If an audit or a review of Subrecipient under this Agreement determines that Subrecipient used STIF Formula Funds inconsistently with this Agreement, TriMet may withhold future STIF Formula Funds;
- 5.2.6. Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;
- 5.2.7. The Commission has withdrawn, modified, or limited its approval of Subrecipient's program as described in this Agreement;
- 5.2.8. Subrecipient terminates this Agreement; or
- 5.2.9. TriMet fails to receive funding, appropriations, limitations or other expense authority outside the control of TriMet, sufficient to allow TriMet, in the exercise of its reasonable administrative discretion or to continue to make payments for performance of this Agreement.

6. Discrimination Prohibited/Compliance with Laws

- 6.1. Subrecipient certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Subrecipient receives STIF Formula Funds. Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.
- 6.2. Subrecipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 6.3. Subrecipient will include the terms of Sections 6.1-6.2 in any contract with a vendor or subcontractor for the use of STIF Formula Funds.

7. Indemnification

- 7.1. The parties agree that TriMet shall have no liability of any nature in connection with the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services. To the fullest extent permitted by law, Subrecipient agrees to fully indemnify, hold harmless and defend, TriMet, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising, as between TriMet and Subrecipient, solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services by Subrecipient, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement. If Subrecipient is a public body and the claim, suit, or action subject to indemnification under this section is limited by the Oregon Tort Claims Act (ORS 30.260 *et seq*), then Subrecipient's indemnification will not exceed an amount equal to the applicable tort claim limit for Subrecipient pursuant to the Oregon Tort Claims Act. Any claim, suit, or action not arising solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services shall be governed by Exhibit A(6), contribution.

- 7.2. In addition to any other remedies available to TriMet as provided for by law or under this Agreement, any Subrecipient receiving STIF Formula Funds, pursuant to this Agreement shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement. The provisions set forth in this Section and related provisions in Exhibit A shall survive termination or expiration of this Agreement.

8. Vehicle/ Operator Requirements

- 8.1. Subrecipient shall ensure that all drivers of equipment purchased with STIF Formula Funds have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Subrecipient shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.
- 8.2. Subrecipient shall require criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for all drivers as provided by Subrecipient's own policy or as provided for in a contract with a vendor or contractor.
- 8.3. Subrecipient will include the terms of Sections 8.1-8.2 in any contract with a vendor or subcontractor for the use of STIF Formula Funds.

9. Progress Reporting Requirements

- 9.1. Quarterly Reports: Subrecipient shall prepare a quarterly report for TriMet which details Project progress, outcomes achieved, and expenditures of STIF Formula Fund moneys by itself and any subcontractors. The quarterly report must be submitted no later than 30 days following the end of a quarter.
- 9.1.1. The quarterly reporting periods for each STIF Plan year are:
- 9.1.1.1. January through March
 - 9.1.1.2. April through June
 - 9.1.1.3. July through September
 - 9.1.1.4. October through December
- 9.2. Quarterly progress reports should be remitted via TriMet's established process for posting on its website that meets the requirements of Exhibit A and Exhibit D. Reports must be in a format acceptable to TriMet.
- 9.3. TriMet reserves the right to request additional information as may be necessary to comply with state reporting requirements.
- 9.4. STIF Plan Period Reconciliation: Within 30 days of the end of an approved STIF Plan period, TriMet shall reconcile disbursements made to Subrecipient against the Subrecipient's reported expenditures. If disbursements are found to exceed the expenditures, the amount may be carried forward by the Subrecipient into the next STIF Formula Fund Cycle provided that the Commission approves of the funding plan any funds carried forward.
- 9.5. Capital Asset Reports: If the Subrecipient has acquired, purchased or leased Capital Assets using STIF Formula Fund moneys, Subrecipient shall provide TriMet with a report of the Capital Asset inventory, described in Exhibit C Section 2, including an identification of any sale, transfer or other disposition of the Capital Asset as described in Exhibit C. Capital Asset Reports must be submitted to TriMet on a quarterly schedule in a manner specified by TriMet.

10. Funding

- 10.1. Upon execution of this Agreement, TriMet shall disburse to Subrecipient funds quarterly as outlined in the schedule set forth in Exhibits A, D, and E.
- 10.2. Subrecipient shall document eligible use of STIF Formula Funds through the reports submitted to TriMet’s Project Manager in accordance with this Agreement and the Exhibits.
- 10.3. The parties acknowledge that the schedule for disbursement of funds in Exhibits D and E are based on anticipated future tax revenue collected by the State of Oregon. The estimated disbursements are not guaranteed. Actual funds received may not be sufficient to provide Subrecipient the full amount of STIF Formula Funds in any quarter as anticipated by this Agreement.

11. Term

This Agreement shall be in effect from July 1, 2019 through June 30, 2021, unless the Agreement is terminated earlier as provided in this Agreement.

12. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

TriMet:

For Reporting:

Erika Turney, Grants Administrator
 TriMet
 1800 SW 1st Ave., Suite 300
 Portland, OR 97201
 503.962.4832
turney@trimet.org

For STIF Program Questions:

Tom Mills, Service Development Manager
 TriMet
 1800 SW 1st Ave., Suite 300
 Portland, OR 97201
 503.962.4883
millst@trimet.org

Subrecipient:

For all communications:

Dwight Brashear, Transit Director
 City of Wilsonville
 29799 SW Town Center Loop E
 Wilsonville, OR 97070
 503.570.1576
brashear@ci.wilsonville.or.us

For communications re Section 5.2;
 Exhibit A, Sections 1(A), 3(C), 5, and 6(A);
and Exhibit C, Section 7, with a copy to:

Legal Department
 City of Wilsonville
 29799 SW Town Center Loop E
 Wilsonville, OR 97070

If one party finds a need to designate a new Project Manager, it shall immediately notify the other party in writing, electronic mail, or other dated documentation.

13. Assignment/Subcontracts

Except with regard to audit requirements, Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and

void, and shall constitute grounds for immediate termination by TriMet. If the delegation to a specific entity has been made in the STIF Plan approved by ODOT, then TriMet consents to the delegation.

14. Mediation

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties. Notwithstanding the foregoing, either party may seek equitable relief, including, but not limited to, injunctive relief and specific performance, at any time prior to, during, or following mediation.

15. Entire Agreement/Authority

15.1. This Agreement, which includes the attached Exhibits A-G constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by either party of that or any other provision.

15.2. If any term of this Agreement is determined by a court to be illegal or conflict with any law, the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15.3. This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

15.4. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

TRIMET

CITY OF WILSONVILLE

By: Bernie Bottomly

By: _____

Bryan Cosgrove

Signature: _____

As Its: City Manager

Date: _____

Date: _____

Approved as to form

By: _____

Barbara Jacobson, City Attorney

EXHIBIT A
SPECIFIC AGREEMENT PROVISIONS

Subrecipient shall comply with the provisions as set forth in this Exhibit. Where provided in Exhibit A, Subrecipient shall require each of its subrecipients or subcontractors to comply with the provisions as set forth in this Exhibit.

1. Disbursement and Recovery of STIF Formula Funds.

A. Disbursement Generally. TriMet shall promptly disburse STIF Formula Funds to Subrecipient after the Oregon Department of Transportation provides funding to TriMet in accordance with and subject to approval of the STIF Plan, the terms and conditions of this Agreement, and Subrecipient's compliance with this Agreement. As used in this Section, "promptly, means within 5 business days of TriMet's receipt of STIF Formula Funds from ODOT after July 1, 2019, absent a written notification from TriMet to Subrecipient explaining the reason(s) for any delay beyond 5 business days. Subject to the forgoing and based on the current and best available information, TriMet anticipates the following schedule for distribution of STIF Formula funds to Subrecipient:

- i. Provided this Agreement has been executed by Subrecipient at least 7 business days prior to July 1, 2019, and Subrecipient has provided TriMet with payment instructions required by TriMet by June 21, 2019, the first disbursement will take place within 5 business days of July 1, 2019. This disbursement is expected to reflect STIF Formula Funds from ODOT for the first two quarters of Fiscal Year 2019.
- ii. The second disbursement is anticipated for later in July 2019. The second disbursement is anticipated to reflect STIF Formula Funds from ODOT for the third quarter of Fiscal Year 2019.
- iii. After the two disbursement above that are anticipated to occur in July 2019, TriMet will make subsequent disbursements quarterly following receipt from ODOT. ODOT expects to disburse funds to TriMet on January 15, April 15, July 15, and October 15 each year during the STIF Plan Period.
- iv. Following the first to disbursements in this Section 1(A)(i)-(ii), the next disbursement is anticipated to occur after TriMet receives funding on October 15, 2019 and then every quarter thereafter during the STIF Plan Period.

B. STIF Plan Budget Revisions. In the event that Subrecipient determines that funds need to be shifted between tasks within that Subrecipient's Project or between that Subrecipient's Projects as allowed under ODOT published guidance, Subrecipient's Project Manager will submit a transfer request to TriMet's Project Manager. TriMet will promptly request approval from ODOT on Subrecipient's behalf.

2. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to TriMet as follows:

A. Organization and Authority. Subrecipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the STIF Formula Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its

obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's Charter, Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

- B. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- C. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub agreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- D. **No Debarment.** Neither Subrecipient nor its principals is presently debarred, suspended, or voluntarily excluded from this transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Subrecipient agrees to notify TriMet immediately if it is debarred, suspended or otherwise excluded from this federally- assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- E. **Policies and Procedures.** Subrecipient represents and warrants that it has all of the policies and procedures in place to ensure compliance with OAR 732, Divisions 40 and 42, and to achieve the goals and outcomes specified in the Agreement, including but not limited to program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

3. **Retention of Records and Audit Expenses**

- A. **Retention of Records.** Subrecipient shall retain and keep and require its subcontractors to retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the STIF Formula Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration date of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient and its subcontractors shall retain the records until the questions are resolved.
- B. **Capital Asset Records.** For any Capital Asset purchased with STIF Formula Funds by Subrecipient or a subcontractor, all records relating to such Capital Assets shall be maintained for three years after disposition of the Capital Asset.
- C. **Audit Requirements.** To the fullest extent permitted by law, Subrecipient shall save, protect and hold harmless TriMet from the cost of any audits or special investigations performed with respect to the STIF Formula Funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this Agreement. This section does not apply to

regular audit and compliance reviews that are conducted pursuant to Section 2 of this Agreement.

4. Subrecipient Sub agreement and Procurement

- A. **Sub agreements.** Subrecipient may enter into agreements with contractors or subcontractors (collectively, "sub agreements") for performance of the Project.
- i. All sub agreements must be in writing executed by Subrecipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Subrecipient of its responsibilities under this Agreement. Subrecipient agrees to provide TriMet with a copy of any signed sub agreement upon request by TriMet. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by Subrecipient to TriMet within ten (10) days of its being discovered.
- B. **Subrecipient's sub agreement(s) shall require the other party to such sub agreement (s) to indemnify, defend, save and hold harmless TriMet, and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's sub agreement or any of such party's officers, agents, employees or subcontractors ("Claims"). The sub agreement shall specifically state that it is the specific intention that TriMet shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of TriMet, be indemnified by the other party to Subrecipient's sub agreement(s) from and against any and all Claims.**

Any such indemnification shall also provide that neither Subrecipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subcontractors"), nor any attorney engaged by Subrecipient's Subcontractor(s), shall defend any claim in the name of TriMet nor purport to act as legal representative of TriMet without the prior written consent of TriMet. TriMet may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's Subcontractor is prohibited from defending TriMet or that Subrecipient's Subcontractor is not adequately defending TriMet's interests, or that an important governmental principle is at issue or that it is in the best interests of TriMet to do so. TriMet reserves all rights to pursue claims it may have against Subrecipient's Subcontractor if TriMet elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its sub agreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

- C. **Procurements.** Subrecipient shall make purchases of any equipment, materials, or services for the Project comply with all applicable procurement laws and policies.

5. Termination

- A. **Termination by Subrecipient.** Subrecipient may terminate this Agreement or terminate or suspend any specific Project funded by this Agreement, effective upon delivery of written notice of termination to TriMet within 30 days, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

B. Effect of Termination. The expiration or termination of this Agreement or any Project, for any reason, shall not release Subrecipient from any obligation or liability to TriMet, any requirement or obligation that:

- i. Has already accrued hereunder;
- ii. Comes into effect due to the expiration or termination of the Agreement; or
- iii. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement or any Project as provided in this Section, Subrecipient shall promptly identify all unexpended funds and return all unexpended funds to TriMet. Unexpended funds are those funds received by Subrecipient under this Agreement that (i) have not been spent or expended to pay the costs or expenses of the Project or Projects; and (ii) are not required to pay costs or expenses of the terminated Project(s) that will become due and payable as a result of the termination of the Project(s).

Subrecipient's identification and calculation of unexpended funds in this Section is Subject to **Section 2, Audit and Compliance Review**, of this Agreement.

6. General Provisions

A. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against TriMet or Subrecipient with respect to which the other party may have liability, the notified party must promptly notify the other party in writing of the Third Party Claim and deliver to the other party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a party of the notice and copies required in this paragraph and meaningful opportunity for the party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which TriMet is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), TriMet shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of TriMet on the one hand and of the Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of TriMet on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. TriMet's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if TriMet had sole liability in the proceeding.

With respect to a Third Party Claim for which Subrecipient is jointly liable with TriMet (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by TriMet in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of TriMet on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of TriMet on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. If Subrecipient is a public body, Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, if Subrecipient had sole liability in the proceeding.

- B. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America, TriMet or any other party, organization or individual.
- C. **No Third Party Beneficiaries.** TriMet and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- D. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to Subrecipient's Project Manager or TriMet's Project Manager at the address or number set forth in Paragraph **12 Communications** of this Agreement, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given three days after the date of mailing. If email is used for communications pursuant to the following Sections, either mail or personal delivery must also be employed by the sender to the recipient and the later of the delivery dates is the date that will be used to calculate any timeframes for responses or cure periods for the recipient: Section 5.2; Exhibit A, Sections 1(A), 3(C), 5, and 6(A); and Exhibit C, Section 7.
- E. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between TriMet and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County in the State of Oregon. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- F. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its contractor(s) and subcontractor(s) complies with these requirements. Subrecipient shall include in any subcontracts to perform services pursuant to this Agreement a provision requiring a subcontractor to comply with this Subsection F, and that failure to do so is a material breach of the subcontract with Subrecipient.
- G. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of TriMet. Subrecipient shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient has no right or authority to incur or create any obligation for or legally bind TriMet in any way. TriMet cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient, its officers, directors, employees, subcontractors or volunteers are not an "officer," "employee," or "agent" of TriMet, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither Subrecipient, nor its directors, officers, employees, subcontractors, or volunteers shall hold themselves out either explicitly or implicitly as officers, employees, or agents of TriMet for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise, or joint venture between the parties.

EXHIBIT B
SUBRECIPIENT INSURANCE REQUIREMENTS

GENERAL

Subrecipient shall obtain and provide, and require in its first tier sub agreements with entities that are not units of local government as defined in ORS 190.003, if any, that the subcontractor obtain and provide the same insurance applicable to Subrecipient for subcontractor's performance under its sub agreement: i) insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance of this Agreement and of any sub agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement and sub agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to TriMet. Subrecipient shall not commence work under this Agreement, and shall not authorize work to begin under a sub agreement until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements in its sub agreements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the sub agreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a sub agreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a sub agreement in which the Subrecipient is a party.

Subrecipient may be self-insured as long as the amount of insurance are equal to the amounts listed below. Subrecipient shall comply with any requirements of TriMet with respect to these insurance requirements, including but not limited to TriMet issued stop work orders (or the equivalent) until the insurance is in full force, or terminating the Contract as permitted by this Contract, or pursuing legal action to enforce the insurance requirements.

TYPES AND AMOUNTS

- I. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
- II. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to TriMet. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by TriMet:
 - Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
 - Insurance policy shall include Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.
- III. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the

Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by TriMet:

Bodily Injury, Death and Property
Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED

The Commercial General Liability Insurance and Automobile Liability insurance must include TriMet, and its respective officers, employees and agents as Additional Insureds but only with respect to the Subrecipient's activities to be performed under the Agreement and, with respect to subcontractors, activities to be performed under their sub agreements. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient and the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement for Subrecipient, and the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Subrecipient's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under this Agreement with respect to Subrecipient and the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the Subrecipient or subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subrecipient or subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the Subrecipient or subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE

The Subrecipient or its insurer must provide 30 days' written notice to TriMet before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE

Subrecipient shall submit to TriMet a certificate(s) of insurance for all required insurance before the commencement of performance of services. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. In lieu of filing the certificate of insurance required herein, if Subrecipient is a local government as defined under ORS 190.003, Subrecipient may furnish a declaration that Grantee is self-insured for no less than the amounts required by applicable law.

EXHIBIT C

CAPITAL ASSET REQUIREMENTS

The terms of this Exhibit C applies to all Capital Assets purchased with STIF Formula Funds.

1. Subrecipient shall ensure Satisfactory Continuing Control of a Capital Asset purchased in whole or part with STIF Formula Funding during the period of its useful life.
2. Subrecipient shall inventory Capital Assets purchased in whole or part with STIF Formula Funds. The inventory will include a description of the Capital Asset, date of purchase, purchase price, amount of STIF Formula Funds contributed to the purchase, the source of other funds, the authorized use, the Subrecipient or subcontractor using the Capital Asset, and the condition of the asset.
 - i. If Capital Asset is a vehicle, the inventory must include the size of vehicle, the total number of passenger seats, the total number of ADA stations, the total number of seats when all ADA stations are deployed, the current mileage, and its current condition.
 - ii. If Capital Asset is an improvement to real property, such as a facility, building, or transit shelter, the inventory must include the location of the Capital Asset and its current condition.
3. Vehicles may be replaced using STIF Formula Funding if:
 - i. Subrecipient holds clear title to the vehicle(s) being replaced. Salvaged titles will not be accepted.
 - ii. The vehicle(s) has met or exceeded the applicable useful life guidelines established by the Oregon Department of Transportation (ODOT), or, if federal funds are used to purchase the vehicle, those established by the Federal Transit Administration (FTA), provided such FTA standards are no less stringent.
 - iii. The vehicle has not been previously replaced.
4. By executing an Agreement that includes the purchase of Capital Assets, Subrecipient commits to continually use the vehicle for the approved purpose for the useful life of the vehicle(s).
5. To be eligible to receive STIF Formula Funds for a real property Capital Asset, such as a transit facility, bus barn, maintenance facility, land, or administration building, Subrecipient shall demonstrate one or more of the following:
 - i. Subrecipient ownership of the property upon which the Capital Asset will be located;
 - ii. Subrecipient possession of an executed lease agreement for the property location that will be in place for the useful life of the Capital Asset;
 - iii. Subrecipient possession of an executed lien on the property for the useful life of the Capital Asset;
 - iv. In the case of a Project which will utilize property owned by a local city, county or government, an executed intergovernmental agreement with the property owner guaranteeing ongoing use for the duration of the useful life of the Capital Asset; or
 - v. In the case of a Project to purchase land, an option to purchase the land identified in the Project.

6. Subrecipient: shall:
- i. Comply with all useful life standards established by TriMet and ODOT for Capital Assets acquired pursuant to their STIF Plans, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA, provided such FTA standards are no less stringent.
 - ii. Use TriMet's and ODOT's established procedures for the disposition of Capital Assets acquired with STIF Formula Fund moneys, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA, provided such FTA standards are no less stringent.
 - iii. Retain the net proceeds from a sale or other disposition of a Capital Asset purchased with STIF Formula Funds in a restricted account to allow Subrecipient to propose reinvesting the proceeds in a future STIF Plan or return the net proceeds to ODOT. Net proceeds are the disposal proceeds less original value, less depreciation, less disposal costs. If non-STIF Formula Funds were used in the original purchase, then only the proportion representing STIF Formula Fund contribution to the purchase are subject to this rule.
 - iv. Comply with TriMet's and ODOT's written procedures to ensure that a Capital Asset is maintained in safe operating condition, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA provided such FTA standards are no less stringent.
 - v. Maintain insurance coverage, or require subcontractors to maintain insurance coverage, that meets or exceeds the standards in ORS 806.070.
 - vi. Ensure that vehicles purchased in whole or in part with STIF Formula Fund moneys are titled with the Oregon Department of Transportation Driver and Motor Vehicle Services Division pursuant to ORS 803.045 and supporting rules, with the Oregon Department of Transportation listed as a security interest holder, subject to the following additional requirements:
 1. If the vehicle is registered in the name of an entity that is not a Qualified Entity or Public Transportation Service Provider, then TriMet, as the Qualified Entity and as required by OAR 732-042-0040(6), must be listed on the vehicle title as the primary security interest holder.
 2. If the vehicle was purchased with federal funds in addition to STIF Formula Fund moneys, and the federal funding source requires the vehicle to be titled otherwise than provided in this Agreement, then the federal titling requirements prevail.
7. Subrecipient shall notify TriMet of the sale, transfer or other disposition of a Capital Asset purchased with STIF Formula Fund moneys and shall report the use of proceeds, if any, from the sale to TriMet.
8. A Subrecipient may transfer its interest in a Capital Asset to an asset of equal or greater value if the transfer is proposed in a STIF Plan which is approved by the Commission.
9. When TriMet is a security interest holder in a Capital Asset, TriMet may exercise all of the rights provided to a secured lien holder under Oregon law, including without limitation, the ability to take control or possession of the Capital Asset if it determines either:
- i. that the asset is not being used for the purpose described in a STIF Plan under which it was funded in whole or part by STIF Formula Fund moneys; or

- ii. if, during a compliance audit conducted pursuant to **Section 2 Audit and Compliance Review** of this Agreement, TriMet determines the asset is not being maintained in a state of good operational repair.

EXHIBIT D

CITY OF WILSONVILLE/SMART SCOPE OF WORK

Sub-Recipient Contact Information

- Name of Organization: City of Wilsonville
- Contact Person: Dwight Brashear, Transit Director, South Metro Area Regional Transit
- Address: 29799 SW Town Center Loop, Wilsonville, OR 97070
- Telephone: 503-682-7790 ext. 1576
- E-Mail: brashear@ridesmart.com
- FAX: 503-685-9180

TriMet Contact for Reporting:

- Contact Person: Erika Turney, Grants Administrator
- Address: 1800 SW 1st Ave., Suite 300, Portland, OR 97201
- Telephone: 503.962.4832
- E-Mail: turneye@trimet.org

TriMet Contact about HB2017 Program:

- Contact Person: Tom Mills, Manager, Service Planning
- Address: 1800 SW 1st Ave., Suite 300, Portland, OR 97201
- Telephone: 503.962.4883
- E-Mail: millst@trimet.org

Term of Contract:

7/1/2019 thru 6/30/2021

Total FY19-FY21 STF Formula Funds: \$4,129,748

DESCRIPTION OF PROJECTS

City of Wilsonville/SMART will receive Oregon Statewide Transportation Improvement Funds via TriMet to conduct the following activities:

STIF Plan Project Number	Project Name	Project Description	Task Number & Description
8	Electric Fleet Procurement	Buy alternative fuel buses for in-town use with a focus on 5 public school destinations to enhance student transportation options; includes 3 electric vehicles, 6 CNG cutaways, and a CNG trolley. Purchase & install electric charging infrastructure.	Task 1: Purchase 3 standard 35' electric buses and 7 standard 35' compressed natural gas buses Task 2: Construct 1 CNG fueling facility Task 3: Construct 1 electric charging infrastructure

9	Regional Coordination Program – Route 2X Tualatin	Provide express service between Tualatin Park and Ride and Wilsonville Transit Center. Enhanced service would provide approximately 20-minute headway between 6:00 am - 10:00 am and 4:00 pm – 9:00 pm to Tualatin Park and Ride.	Task 1: Fixed route operations
10	Service Expansion	Add hours of service on Routes 1X, 2X, 4, 7, and neighborhood shuttles.	Task 1: Fixed route operations
11	New Destinations	Begin service to the City of Woodburn in partnership with Woodburn Transit System and Salem Cherrits.	Task 1: Fixed route operations
12	Service Planning	Planning costs associated with services funded by STIF for new and developing areas within the City of Wilsonville.	Task 1: Planning
13	Regional Coordination Program – Route 2X Capital	One CNG cutaway to provide express service between Tualatin Park and Ride and Wilsonville Transit Center.	Task 1: Purchase 1 CNG bus <30’,

PLAN BUDGET:

STIF Plan Project Number	FY19	FY20	FY21
8	\$336,000	\$216,000	\$48,000
9		\$553,600	\$553,600
10	\$587,449	\$587,449	\$587,449
11	\$155,067	\$155,067	\$155,067
12		\$75,000	
13	\$120,000		
Subtotal	\$1,198,516	\$1,587,116	\$1,344,116
Grand Total:	\$4,129,748		

REPORTING:

Plan Outcomes	FY19-21 Plan	Quarterly Report	Annual Report
Revenue Miles	610,640	X	
Revenue Hours	20,392	X	
Rides	878,600	X	
Number of new shared stops with other transit providers	6	X	
Number of students in grades 9-12 served by demand response	n/a	X	
Number of students in grades 9-12 with free or reduced fares	n/a	X	
Other outcomes: student ridership increase – optional outcome measure	10%	X	
Number of individuals within a ½ mile of a transit stop for fixed route transit	53,606		X
Number of low-income households within a ½ mile of a transit stop for fixed route transit	5,090		X
Number of students in grades 9-12 attending a school served by transit	1,211		X
Number of rides to students in grades 9-12	n/a		X

Program Criteria		
Increased frequency to areas with a high percentage of low-income households		X
Expanded routes or services to areas with a high percentage of low-income households		X
Reduced fares in communities with a high percentage of low-income households		X
Procurements of low or no emission buses for use in areas with a population of 200,000 or more		X
Improved frequency and reliability of service between communities in and out of the Qualified Entity's area		X
Improved coordination among Public Transportation Service Providers to reduce fragmentation of service		X
Implementation of programs to provide student transit service for students in grades 9-12		X
Capital Assets		
Acquired, purchased or leased capital assets Qualified Entities and Public Transportation Service Providers using STIF funds	X	
Low-Income Tax Mitigation		
Report on mitigating the tax on low-income passengers		X
Audit Reports		
Copy of financial audits, including STIF procedures		X

**EXHIBIT E – STIF FUNDING DISBURSEMENT FORMULA
PORTLAND METRO/TRIMET QUALIFIED ENTITY AREA**

FY19 STIF DISBURSEMENT – BASED ON 100% ODOT DEC. '18 ESTIMATE

	FY19 Projected Total	Adjustment to FY19 Projected Total	Regional Coordination Program	Adjustment to FY19 Projected Total with Regional Coordination	Percent of Adjustment to FY19 Projected Total with Regional Coordination	Not to Exceed FY19 Plan Budget
TriCounty Total - ODOT Dec. '18 Projection	\$ 20,027,000					
TriMet - Service, LIF, Capital, Student Fare, ED, Ebus	\$ 18,740,000	\$ 18,740,000	\$ -	\$ 17,569,035	0.8772674	\$ 26,754,708
Ride Connection - STIF E&D	\$ -	\$ -	\$ -	\$ -	0.0000000	\$ -
Portland Streetcar	\$ 350,000	\$ 350,000	\$ -	\$ 350,000	0.0174764	\$ 350,000
Canby	\$ 106,605	\$ 105,730	\$ -	\$ 105,730	0.0052793	\$ 64,044
Sandy	\$ 49,427	\$ 49,021	\$ -	\$ 49,021	0.0024477	\$ 57,709
SCTD	\$ 58,683	\$ 58,201	\$ -	\$ 58,201	0.0029061	\$ 68,508
Wilsonville	\$ 447,238	\$ 443,563	\$ 120,000	\$ 563,563	0.0281402	\$ 1,198,516
Clackamas County	\$ 165,024	\$ 163,668	\$ 152,691	\$ 316,359	0.0157966	\$ 334,344
Multnomah County	\$ 19,000	\$ 19,000	\$ 243,250	\$ 262,250	0.0130948	\$ 265,100
Washington County	\$ 98,628	\$ 97,817	\$ 596,000	\$ 693,817	0.0346441	\$ 728,000
Columbia County CC Rider	\$ -	\$ -	\$ 59,024	\$ 59,024	0.0029472	\$ 59,024
Total	\$ 20,034,604	\$ 20,027,000	\$ 1,170,965	\$ 20,027,000		\$ 29,879,953

ADJUSTMENT TO FY19 PROJECTED TOTAL WAS DETERMINED BY PROPORTIONALLY REDUCING CLACKAMAS AND WASHINGTON COUNTY PROJECTED TOTALS.

Difference between FY19 Projected Total (\$20,027,000) and Sum of Individual Projected Totals (\$20,034,604)	\$ 7,604
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Proportional Distribution		
Canby	\$ 106,605	11.52%
Sandy	\$ 49,427	5.34%
SCTD	\$ 58,683	6.34%
Clackamas County	\$ 165,024	17.83%
Washington County	\$ 98,628	10.66%
Wilsonville	\$ 447,238	48.32%
Total	\$ 925,604	

FY20 STIF DISBURSEMENT – BASED ON 100% ODOT DEC. '18 ESTIMATE

	FY20 Projected Total	Adjustment to FY20 Projected Total	Regional Coordination Program	Adjustment to FY20 Projected Total with Regional Coordination	Percent of Adjustment to FY20 Projected Total with Regional Coordination	Not to Exceed FY20 Plan Budget
TriCounty Total - ODOT Dec. '18 Projection	\$ 46,194,000					
TriMet - Service, LIF, Capital, Student Fare, ED, Ebus	\$ 42,655,346	\$ 42,655,346	\$ -	\$ 39,299,367	0.8507461	\$ 36,854,657
Ride Connection - STIF E&D	\$ 677,654	\$ 677,654	\$ -	\$ 677,654	0.0146697	\$ 677,654
Portland Streetcar	\$ 700,000	\$ 700,000	\$ -	\$ 700,000	0.0151535	\$ 700,000
Canby	\$ 247,585	\$ 243,958	\$ -	\$ 243,958	0.0052812	\$ 128,087
Sandy	\$ 114,793	\$ 113,111	\$ -	\$ 113,111	0.0024486	\$ 131,068
SCTD	\$ 136,290	\$ 134,293	\$ -	\$ 134,293	0.0029071	\$ 163,890
Wilsonville	\$ 1,036,944	\$ 1,021,751	\$ 553,600	\$ 1,575,351	0.0341029	\$ 1,587,116
Clackamas County	\$ 383,261	\$ 377,646	\$ 1,035,472	\$ 1,413,118	0.0305909	\$ 1,379,267
Multnomah County	\$ 46,000	\$ 46,000	\$ 553,050	\$ 599,050	0.0129681	\$ 603,110
Washington County	\$ 227,576	\$ 224,241	\$ 1,160,636	\$ 1,384,877	0.0299796	\$ 1,399,136
Columbia County CC Rider	\$ -	\$ -	\$ 53,221	\$ 53,221	0.0011521	\$ 53,221
Total	\$ 46,225,449	\$ 46,194,000	\$ 3,355,979	\$ 46,194,000		\$ 43,677,206

ADJUSTMENT TO FY20 PROJECTED TOTAL WAS DETERMINED BY PROPORTIONALLY REDUCING CLACKAMAS AND WASHINGTON COUNTY PROJECTED TOTALS.

Difference between Dec. '18 TriCounty Projected Total (\$46,194,000) and Sum of Individual Projected Totals (\$46,225,449)	\$ 31,449
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Proportional Distribution		
Canby	\$ 247,585	11.53%
Sandy	\$ 114,793	5.35%
SCTD	\$ 136,290	6.35%
Clackamas County	\$ 383,261	17.86%
Washington County	\$ 227,576	10.60%
Wilsonville	\$ 1,036,944	48.31%
Total	\$ 2,146,449	

FY21 STIF DISBURSEMENT – BASED ON 100% ODOT DEC. '18 ESTIMATE

	FY21 Projected Total	Adjustment to FY21 Projected Total	Regional Coordination Program	Adjustment to FY21 Projected Total with Regional Coordination	Percent of Adjustment to FY21 Projected Total with Regional Coordination	Not to Exceed FY21 Plan Budget
TriCounty Total - ODOT Dec. '18 Projection	\$ 52,974,000					
TriMet - Service, LIF, Capital, Student Fare, ED, Ebus	\$ 49,446,709	\$ 49,446,709	\$ -	\$ 46,446,709	0.8767831	\$ 44,232,750
Ride Connection - STIF E&D	\$ 328,291	\$ 328,291	\$ -	\$ 328,291	0.0061972	\$ 328,291
Portland Streetcar	\$ 721,000	\$ 721,000	\$ -	\$ 721,000	0.0136105	\$ 721,000
Canby	\$ 282,102	\$ 279,433	\$ -	\$ 279,433	0.0052749	\$ 538,629
Sandy	\$ 130,797	\$ 129,560	\$ -	\$ 129,560	0.0024457	\$ 150,097
SCTD	\$ 155,290	\$ 153,821	\$ -	\$ 153,821	0.0029037	\$ 169,891
Wilsonville	\$ 1,182,997	\$ 1,171,805	\$ 553,600	\$ 1,725,405	0.0325708	\$ 1,344,116
Clackamas County	\$ 436,694	\$ 432,562	\$ 686,838	\$ 1,119,400	0.0211311	\$ 1,294,400
Multnomah County	\$ 52,000	\$ 52,000	\$ 534,613	\$ 586,613	0.0110736	\$ 593,263
Washington County	\$ 261,291	\$ 258,819	\$ 1,168,349	\$ 1,427,168	0.0269409	\$ 1,467,849
Columbia County CC Rider	\$ -	\$ -	\$ 56,600	\$ 56,600	0.0010684	\$ 56,600
Total	\$ 52,997,172	\$ 52,974,000	\$ 3,000,000	\$ 52,974,000		\$ 50,896,886

ADJUSTMENT TO FY21 PROJECTED TOTAL WAS DETERMINED BY PROPORTIONALLY REDUCING CLACKAMAS AND WASHINGTON COUNTY PROJECTED TOTALS.

Difference between Dec. '18 TriCounty Projected Total (\$52,974,000) and Sum of Individual Projected Totals (\$52,997,172)	\$ 23,172
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Proportional Distribution		
Canby	\$ 282,102	11.52%
Sandy	\$ 130,797	5.34%
SCTD	\$ 155,290	6.34%
Clackamas County	\$ 436,694	17.83%
Washington County	\$ 261,291	10.67%
Wilsonville	\$ 1,182,997	48.30%
Total	\$ 2,449,172	

EXHIBIT F**Statewide Transportation Improvement Fund Agreed-Upon Audit Procedures**

Any Qualified Entity or Public Transportation Service Provider (entity or subrecipient), as defined under OAR 732-040-0005, that receives STIF money is required to be audited on the use of those funds per OAR 732-040-0015. Consistent with guidance provided by the Oregon Secretary of State, the Oregon Department of Transportation developed agreed-upon audit procedures for the program audit of the Statewide Transportation Improvement Fund (STIF). The Agreed-Upon Audit Procedures are established in accordance with Generally Accepted Government Auditing Standards (GAGAS) and American Institute of Certified Public Accountants (AICPA) AT-C Section 215. ODOT set forth the minimum procedures required for an audit of STIF funds. As set forth under Section 2, TriMet has also developed additional audit procedures based on ODOT's Compliance Guide: Monitoring Subrecipient Compliance with STIF Requirements. These agreed Upon Procedures detailed below are to be added to the STIF recipient's annual financial audit process.

STIF Funded Services

1. What best describes the STIF-funded services operated by this Subrecipient, identify all that apply?
 - Light rail operating expenses
 - Creation of new systems and services with origins, destinations, or stops in Oregon
 - Maintenance or continuation of systems and services (only after new services has been place in operation)
 - Planning for and development of a Local Plan or future STIF Plan to improve Public Transportation Service
 - Local match for state and federal funds which also provide Public Transportation Service
2. Did the services, funded by STIF, meet eligibility requirements?
3. Did the entity provide school bus or charter services?
4. Note any other observations that may impact the findings from this review, if any: (such as Infrastructure, political, key staff or major funding changes that might alter the landscape at the local level.

Financial Management

1. What types of STIF funds did the entity receive?
 - a. Formula
 - b. Discretionary
 - c. Intercommunity
2. Does the entity have a separate account in their accounting system for each type of STIF fund received?
Yes/No. If no, attach an explanation.
3. How much interest was earned on STIF Formula funds?
 - a. Was interest spent on STIF-approved expenditures?
 - b. If 100% of interest was not expended on STIF approved expenditures, what amount will be carried forward into a future STIF Plan?
4. Did the entity spend STIF Formula funds, including interest, on expenditures NOT included in a STIF Plan?
If yes, attach a summary of expenditures and narrative explaining the deviation from the STIF Plan.
5. What amount of unspent STIF Formula funds were carried forward to the next Fiscal Year?
6. Does the Subrecipient use the same policies and procedures to account for, and expend, STIF funds as it does for all other Federal and State grant funds? Yes/No. If no, attach an explanation.

7. For each STIF award, does the Subrecipient's accounting system provide for the following?
 - a. Authorizations
 - b. Obligations
 - c. Funds received
 - d. Program income
 - e. Outlays
 - f. Unobligated balances
8. Are STIF accounting records supported by source documentation (e.g. canceled checks, paid bills, payrolls, contracts)? Yes/No. If no, attach an explanation.
9. Are bank statements reviewed and reconciled at least monthly by someone other than the person who disburses funds from the STIF account? Yes/No. If no, attach an explanation.
10. Does the Subrecipient maintain written policies and procedures for documenting personnel compensation regarding employees whose time is charged to the STIF program? Yes/No. If no, attach an explanation.
11. Personnel records: Yes/No. If no, attach an explanation
 - a. Are personnel records supported by a system of internal controls that provide reasonable assurance the charges are accurate, allowable, and properly allocated?
 - b. Are personnel records incorporated into the Subrecipient's official records?
 - c. Do personnel records reasonable reflect the total activity for which the employee is compensated?
 - d. Do personnel records encompass state assisted activities, as well as all other activities compensated by the subrecipient?
 - e. Do not rely on estimates as a basis to charge time to STIF activities?
12. Did the entity supplant local funding sources earmarked for existing services with STIF funds?

Internal Controls

1. Are members of the entity's governing board actively involved in the acceptance of the STIF grant award and oversight of its personnel in the execution of STIF activities? Yes/No?

If no, attach an explanation.
If yes, describe and note the governing board's role in providing oversight of the STIF grant.
2. Do the procedures employed by the Subrecipient in handling cash receipts and disbursements of STIF funds include the following safeguards:
 - a. Receipts are promptly logged, restrictively endorsed and deposited in an insured bank account?
 - b. Bank statements are promptly reconciled to the accounting records and are reconciled by someone other than the individuals handling cash, disbursements and maintaining accounting records?
 - c. All disbursements (except petty cash or electronic funds transfer disbursements) are made by pre-numbered checks?
 - d. Supporting documents (e.g. purchase orders, invoices) accompany the checks submitted for signature, and are marked paid or otherwise prominently noted after the payments are made?
 - e. Checks drawn to "cash" and advance signing of checks are prohibited?
 - f. Multiple signatures are required on checks?

Eligible use of STIF Funds

1. STIF funds are appropriated to finance investments and improvements in public transportation services, except that monies may not be used for light rail capital expenses. Based on what the Subrecipient indicates during the review, system website, and other public information literature, do the services implemented with STIF eligibility services criteria? Yes/No. If no, attach an explanation.

Capital Asset Management

Eligible capital assets are defined as real property or tangible items with a purchase price of \$5,000 or more and a useful life of at least one year (consistent with 2 CFR 200.33), with the exception of light rail capital.

1. Did the Subrecipient acquire light rail capital? Yes/No. If yes, provide an explanation as this is an ineligible use of funds.
2. Did the Subrecipient maintain adequate insurance coverage pursuant to ORS 806.080?
 - i. Does the insurance coverage maintained on the asset meet or exceed the standards in ORS 806.070?
3. Did the Subrecipient own or develop any real property using STIF funds? N/A, Yes/No. If yes, then:
 - a. If real property (facilities) was purchased/constructed, is the real property being used in whole or in part for transit purposes consistent with the STIF Plan? N/A, Yes/No. If no, attach an explanation. If yes,
 - b. Is the real property located in a flood zone?
4. If the Subrecipient utilized STIF Formula Funds to purchase or improve real property, is there a written facilities maintenance plan used to ensure the facility is maintained in a state of good repair? Yes/No. If no, attach an explanation.
5. Did the Subrecipient purchase a vehicle? Yes/No. If yes, then:
 - a. What amount and percentage of STIF funding was used to purchase the vehicle(s)?
 - b. Is each vehicle purchased titled with the Oregon Department of Transportation Driver and Motor Vehicle Services Division?
 - c. Identify the primary security interest holder on each vehicle purchased?
6. Does the Subrecipient maintain an asset inventory of all STIF acquired capital? N/A, Yes, No. If no, attach an explanation. If yes, does the inventory contain the following elements:
 - i. Equipment:
 1. description of the asset,
 2. date of purchase,
 3. purchase price,
 4. amount of STIF monies contributed to the purchase price,
 5. the ratio of STIF funds to total purchase price,
 6. source of other funds used,
 7. current use of the asset,
 8. condition of the asset, and
 9. name of Subrecipient or recipient using the asset?
 - ii. Vehicles: If rolling stock was purchased, did the asset inventory list include items 1-9 above and:
 10. size of vehicle
 11. total number of passenger seats
 12. total number of ADA stations
 13. total number of seats when all ADA stations are in use, and

14. current mileage
15. useful life benchmark

iii. If real property was purchased, did the asset inventory list include items 1-9 above and:
15. the location of the asset?

8. Does the Subrecipient have written procedures that ensure that STIF funded assets (including vehicles) are maintained in a state of good repair? Yes/No. If no, attach an explanation.
9. Did the Subrecipient dispose of any STIF-funded assets during the fiscal year under audit? Yes/No. If yes, then:
 - a. Is there evidence that the asset was beyond the useful life?
 - b. Were the disposition proceeds greater than \$5k?
 - b. If yes, were the disposition of proceeds of any such sale returned to QE or ODOT or retained to reinvest in a future STIF Plan Capital Project?

STIF Record Retention

1. Has the entity established a record retention policy associated with its use of STIF funds? If yes, does the policy meet minimum STIF record requirements of no less than 6 years following the entity's final disbursement under the STIF Plan/or grant agreement?
2. Does Subrecipient have written records that require the entity to maintain all records relating to capital assets for three (3) years following disposition?

Procurement

1. Does the entity have procurement policies and procedures in place that follow OR 279 requirements and is there evidence that they follow their own agency procurement requirements?
2. Did the entity competitively procure for all services and/or purchases using STIF funding? If no, attach an explanation.
3. Does the agreement between recipient and subcontractor include language that specifically permits the Agency, the Secretary of State of Oregon, or their authorized representative access to data and records held?
4. Did the entity subcontract with lower tier recipients to provide services funded with STIF funds? If yes, then:
 - a. Was all required STIF information as identified in 2.2 included in the agreement??
 - b. Did the entity have an established oversight program to ensure lower tier recipients/subcontractor complied with STIF requirements?

If the entity received a review/audit from ODOT and FTA in the last year to assess the agency's internal controls and compliance with Federal and state laws, rules, requirements and regulations, then the following additional audit procedures do not apply:

Civil Rights

1. Is the Subrecipient required to prepare a Title VI Program pursuant to FTA Circular 4702.1B? If yes, then:
 - a. Has the Subrecipient established a complaint form and a process to resolve complaints? Yes/No. If no, attach an explanation.

2. Does the LEP element of the program identify any LEP populations that need key documents translated to the specified language? If yes,
 - a. Has the subrecipient translated key documents? Yes/No. If no, attach an explanation.
3. Does the Subrecipient provide fixed route service or operate 50 or more fixed route vehicles in peak service located in a UZA with a population of 200k or more? If yes, then:
 - a. Has the Subrecipient adopted the required service policies and elements (ex. distribution of transit amenities, by mode and vehicle assignment, by mode) and standards (ex: vehicle load, by fixed mode, by peak and off peak periods, vehicle headway, on-time performance service availability for each mode)? If no, attach an explanation.
4. Did the Subrecipient track, resolve and respond to Civil Rights complaints?

Americans with Disabilities ACT (ADA)

1. Determine the compliance status of the Subrecipient with ADA, by type and service mode.
 - a. For Fixed Modes:
 - i. Non-commuter bus (traditional fixed route)
 - ii. Commuter bus
 - iii. Intercity bus
 - iv. Route/point deviation (with deviations limited to certain riders)
 - b. For Demand Response:
 - i. Complementary paratransit
 - ii. Route/point deviation (deviations provided to all riders)
 - iii. General demand response service
2. Does the Sub recipient engage in any practices that would be discriminatory (such as extra charges, requiring passengers to transfer from their mobility device to a bus seat, requiring a passenger to travel with a PCA, etc.)? Yes/No. If yes, attach an explanation.
3. Has the Subrecipient designated an individual to be responsible for taking requests for reasonable modification of services and policies and to take complaints regarding the ADA? Yes/No. If no, attach an explanation.
4. If the transit system operates fixed route modes, do the drivers announce stops when required? If yes, then:
 - a. Does the Subrecipient operate a complementary paratransit system that meets the required service criteria? If Yes, then:
 - i. Does the Subrecipient manage an eligibility process to determine, unconditional, conditional, temporary, or denied eligibility?
5. If demand response modes are operated, is the demand response fleet 100% accessible? Yes/No If no, then:
 - a. Does Subrecipient operate “equivalent service”?
6. If system information, brochures, rider guides, etc. available in alternative formats upon request? Yes/No. If no, attach an explanation.

7. Does the system offer accessible telecommunication access (e.g., TTY)? Yes/No. If no, attach an explanation.
8. Did the Subrecipient track, resolve and respond to ADA related complaints?

References

1. OAR 732-40 Statewide Transportation Improvement Fund – General Information
2. OAR 732-42 Statewide Transportation Improvement Fund – Formula
3. ORS 184.758 & ORS 184.751
4. Civil Rights Restoration Act of 1987
5. “Sections 503 and 504 of the Rehabilitation Act of 1973, as amended
6. Americans with Disabilities Act of 1990, as amended
7. Title VI of the Civil Rights Act of 1964, as amended
8. Federal Transit Laws, Title 49, U.S.C.
9. Equal Employment Opportunity Act of 1972
10. Civil Rights Act of 1991
11. Equal Pay Act of 1963
12. Age Discrimination in Employment Act of 1967
13. Title IX of the Education Amendments of 1972
14. Uniformed Services Employment & Reemployment Rights Act of 1994
15. Single Audit Act of 1984, as amended
16. ORS 803-045 and 803-070

EXHIBIT G

Statewide Transportation Improvement Fund Formula Fund Reporting Requirements Overview FINAL, May 8, 2019

STIF REPORTING BACKGROUND

This document provides an overview for both quarterly and annual reporting requirements for the Statewide Transportation Improvement Fund (STIF).

The quarterly reporting requirements are outlined in OAR 732-042-0035(1), which states “Quarterly Reports:

Using a form provided by the Agency, each Qualified Entity [(QE)] shall
prepare a quarterly report to [ODOT] which details Project progress, outcomes achieved, and
expenditures of STIF Formula Fund moneys by itself and its Sub-Recipients.”

The capital asset reporting requirements outlined in OAR 732-042-0035(3) and OAR 732-044-0040(2) will be completed by recipients in the Agency Periodic Report (APR) on a quarterly basis.

The annual reporting requirements outlined in OAR 732-040-0025 include the following three additional reports: 1) low-income mitigation actions, 2) annual QE budget, and 3) annual audit reports.

The purpose of this document is for QEs and Public Transportation Service Providers (PTSPs) to become familiar with the upcoming quarterly and annual reporting requirements for STIF Formula projects.

ODOT staff will develop separate reporting requirements for STIF Discretionary/Intercommunity funded projects and instructions will be provided to QEs and PTSPs in advance.

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ROLES AND RESPONSIBILITIES

QEs and PTSPs will have different roles and responsibilities for STIF reporting requirements.

The following are the QEs roles and responsibilities:

- Initiate and submit the quarterly report, STIF Periodic Report (SPR)
- Delegate relevant projects in the SPR to their PTSPs so that they can enter updates
- Report on STIF capital assets in the Agency Periodic Report (APR)
- Bundle and submit all low-income mitigation action reports from their PTSPs (including PTSPs that are only receiving STIF discretionary funds)
- Provide a copy of their adopted annual budget to ODOT
- Provide copies of their financial audits to ODOT, including STIF procedures

The following are the PTSPs roles and responsibilities:

- Receive SPR prompt from their QE and enter project updates
- Submit an annual low-income mitigation actions report to their QE
- Provide copies of financial audits to ODOT, including STIF procedures
- Report on STIF capital assets in the Agency Periodic Report (APR)

QUARTERLY VS. ANNUAL REPORTING REQUIREMENTS SUMMARY TABLE

Type of Reporting	Quarterly Basis	Annual Basis	Where to Submit
Outcomes	As applicable to individual projects as specified in an approved STIF Plan: <ul style="list-style-type: none"> • revenue miles • revenue hours • rides • number of new stops shared with other providers • number of students in grades 9-12 served by demand response • number of students in grades 9-12 with free or reduced fares 	<ul style="list-style-type: none"> • number of people within a half mile of transit stop • number of Low-Income Households within a half mile of transit stop • number of students in grades 9-12 attending a school served by transit • number of rides provided to students in grades 9-12 	STIF Periodic Report
Program Criteria	N/A	<ul style="list-style-type: none"> • increased frequency to areas with high-percentage of low income households • expanded routes or services to areas with 	STIF Periodic Report

		<p>high-percentage of Low-Income Households</p> <ul style="list-style-type: none"> • reduced fares in communities with high percentage of Low-Income Households • procurements of low-or no-emission buses for use in areas with population of 200,000 or more • improved frequency and reliability of service between communities in and out of QE's service area • improved coordination among PTSPs to reduce fragmentation of service • implementation of programs to provide student transit service for students in grades 9-12 	
Capital Assets	Acquired, purchased or leased Capital Assets by QEs and PTSPs using STIF funds	N/A	Agency Periodic Report
Low-Income Tax Mitigation	N/A	Report on mitigating the impact of the tax on low-income passengers	Attach to STIF Periodic Report
QE Budget	N/A	Copy of QE's adopted annual budget	Email hyperlink to ODOTPTDreporting@odot.state.or.us
Audit Reports	N/A	Copies of financial audits, including STIF procedures	ODOTPTDreporting@odot.state.or.us

QUARTERLY REPORTING

Quarterly Reporting Introduction

The SPR is for QEs to report on their STIF Plan for a quarterly time period. ODOT staff and OGMA Consulting Corp. are developing the SPR template in the [Oregon Public Transit Information System \(OPTIS\)](#). This quarterly report template will be finalized in July 2019. It will be the responsibility of the QEs to gather all applicable information from their PTSPs and complete the SPR. The SPR template is designed for the QE to initiate the SPR and then delegate the appropriate projects to the PTSPs for reporting. The SPR will be auto-populated from the QE's STIF Plan. There will be fields and text boxes for entering status updates for each project and the associated tasks.

ODOT staff will track the completion of the SPR and whether a QE has substantially complied with its approved STIF Plan (see [STIF Guidance for Determining Whether Expenditures are Substantially Compliant and Consistent with STIF Plan](#)). Following ODOT staff review of each submitted SPR, staff will identify any compliance issues and work with the QE toward resolution. After the review, QEs will be notified that they 1) Have complied with the approved STIF Plan or 2) Failed to substantially comply with the approved STIF Plan. If there are three or more SPRs within the past two years that indicate the QE failed to substantially comply with its approved STIF Plan, the QE will be required to include a description of the QE's strategies to ensure that it will substantially comply with the proposed STIF Plan in the next biennium. (Remediation strategy requirements are specified in OAR 732-042-0015(2)(h).) Such a QE is at risk of the OTC rejecting its next proposed STIF Plan.

ODOT staff will review the submitted SPR and follow up with observations that could lead to a QE receiving technical assistance from its regional transit coordinator. For example, ODOT could share a current best practice to aid the QE. The SPR will also enable ODOT to track the QE's STIF Plan outcomes and the overall impact of the STIF formula funds.

Quarterly Reporting and Disbursements

Table 1 shows the general schedule for reporting and disbursement of STIF Formula funds. The transit tax is due from businesses to the Oregon Department of Revenue (DOR) approximately one month after the end of the tax assessment period. The DOR releases the revenues to ODOT approximately one month after they are due to DOR. ODOT then calculates the disbursement amounts and releases the funds to the QEs approximately one month later.

Table 1. STIF Formula Disbursement Schedule

STIF Formula Fund Disbursement and Reporting Schedule				
Disbursement to QEs	Jan 15	Apr 15	Jul 15	Oct 15
QE STIF Plan reporting period	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec
QE STIF Plan reports due to ODOT	May 15	Aug 14	Nov 14	Feb 14

Tables 2 and 3 show the disbursement and reporting schedules for QEs that submitted their STIF Plans in November 2018 and May 2019, respectively. The schedule for these initial disbursements and reporting is different because they are occurring off-cycle as reflected in the tables below.

For QEs that submitted in November 2018 (see Table 2), the first STIF report (FY 2019 Q4) is due on August 14, 2019, and will cover expenditures and outcomes for Q1, Q2, Q3, and Q4 of FY 2019 (July 1, 2018 through June 30, 2019), to the extent the QE made expenditures during these quarters.

For QEs that submitted in May 2019 (see Table 3, below), the first STIF report is due on February 14, 2020, and will cover all of FY 2019 and Q1 and Q2 of FY 2020, to the extent the QE made expenditures during these quarters.

Table 2. Quarterly Reporting Schedule for November 2018 Submissions

STIF Cycle 1 (November 2018 Submissions)			
Disbursement to QEs	May 15, 2019	Jul 15, 2019	Oct 15, 2019
QE STIF Plan reporting period	Jul 2018-Jun 2019	Jul-Sep 2019	Oct-Dec 2019
QE STIF Plan reports due to ODOT	Aug 14, 2019	Nov 14, 2019	Feb 14, 2020

Table 3. Quarterly Reporting Schedule for May 2019 Submissions

STIF Cycle 2 (May 2019 Submissions)	
Disbursement to QEs	Oct 15, 2019*
QE STIF Plan reporting period	Jul 2018-Dec 2019
QE STIF Plan reports due to ODOT	Feb 14, 2020

*Contingent upon STIF Plan approval

STIF Periodic Report vs. Agency Periodic Report

The SPR will have a similar design to the existing APR but is being developed to include STIF-specific items. Both the SPR and the APR are quarterly reports. The SPR will not replace the APR, but is a supplemental OPTIS document for reporting the additional information required under STIF. Unlike the APR, the details (e.g., expenditure, capital outcomes) reported on the SPR are at the project task level, not at the agency level. Also, the APR reports all sub-grants (including STIF) and the SPR reports only STIF grants. Currently, the SPR is for the STIF Formula fund only; it may be modified to include reporting for STIF Discretionary/Intercommunity funds. The APR can be downloaded as a PDF whereas the SPR can be downloaded as an Excel spreadsheet.

The SPR includes the following STIF-specific items:

- Project Status (with deliverables)
- Task Level Expenditures
- Measurable Benefits
- Capital Outcomes
- Program Criteria

The SPR does NOT include the following APR-specific items; these will continue to be reported at the agency level through the APR:

- Volunteer and Non-Cash Resources
- Assets
- Accidents
- Civil Rights

Note: STIF capital assets will be added to the asset register in OPTIS by ODOT.

STIF Periodic Report Template

Final screenshots for the entire SPR and required information are in process and will be provided at a later date. (Please note the OPTIS and SPR figures included in this document are sample screenshots and are not from the final SPR template.) ODOT staff have provided additional context on what will be displayed and the required information in the next sections. As previously mentioned, the SPR will be auto-populated from the QE's STIF Plan. There will be fields and text boxes for entering status updates for each project and the associated tasks. ODOT will require the QE to report on all projects and associated tasks identified in its STIF Plan. Text boxes will be available for the projects and associated tasks to provide additional context on any changes and/or deviations from the STIF Plan. Rationales for changes or inactivity will be required in the SPR.

STIF Periodic Report Process

STIF Periodic Reports will be created from the OPTIS main navigation menu (see Figure 1). The OPTIS user will be prompted to select the QE for which it will be reporting. The QE will only be able to select their own STIF Plan in order to complete the SPR. Once the STIF Plan is selected, the QE is then presented with a page from which they can create the SPR. The QE can select the project tasks and send them to the relevant PTSPs for their completion in OPTIS. Also, if a QE is a PTSP, then it can only complete the report when prompted by its QE. For example, Crook County is a QE but if it is listed in the Confederated Tribes of the Warm Spring Reservation STIF Plan as a PTSP, it will need to enter project updates when the Confederated Tribes of the Warm Spring Reservation delegates the SPR items to Crook County.

Figure 1. OPTIS Main Menu



A completed SPR will provide an overview of the entire planned STIF Plan budget and remaining funding (see Figure 2).

Figure 2. SPR Project Task Report

OPTIS
Close ✕

Report for: **FY2019 Qtr.1: July - September 2018**

Number: **SPR-19-0502-02**

Public Transit Service Provider:	
Mailing Address:	
City, State, Zip:	
Prepared by:	E-mail:
Phone No.:	Fax No.:

Provider

I have certified that this document is correct to the best of my knowledge and that I am the authorized representative shown below.

Authorized by:	Date:

Attachments Exist

Budget

	Planned	Total To Date	Remaining
STIF Funds	\$160,000.00	\$82,440.00	\$77,560.00
Other Funds	\$20,000.00	\$7,820.00	\$12,180.00
Total Expenditure	\$180,000.00	\$90,260.00	\$89,740.00
Future Expenditure	\$32,460.00		

Expenditures

	Previous	Current	Total To Date
STIF Funds	\$12,340.00	\$70,100.00	\$82,440.00
Other Funds	\$7,820.00	\$0.00	\$7,820.00
Total Expenditure	\$20,160.00	\$70,100.00	\$90,260.00

Project Status

Project Task #	Title

As described in OAR 732-042-0035(1), QEs and PTSPs will be required to report project progress, including expenditures and outcome measures. Providers will enter the project status in an update field and enter the amount spent in an expenditures field.

Outcomes and Reporting Methods

The outcomes reported in the SPR will be reported either quarterly or annually depending on the type of project and activity included in the STIF Plan. The reported outcomes must reflect the QE’s progress on the outcomes and benefits, considering the estimated outcomes listed in the QEs OTC-approved STIF Plan. QEs must report on all estimated outcomes and/or benefits from a STIF Plan.

ODOT staff has developed guidance below to assist in reporting outcomes and identifying what is attributable to STIF for the following: revenue miles, revenue hours, rides, number of new stops shared with other providers, number of students in grades 9-12 served by demand response, and number of students in grades 9-12 with free or reduced fares.

A provider may have a direct charge accounting method with STIF funds to report their revenue miles, revenue hours, and rides. Otherwise, an acceptable method for reporting the following outcomes is to allocate the data by the funding percentage: revenue miles, revenue hours, and rides. The funding percentage is calculated as the actual expenditures for STIF as a percentage of total expenditures from other sources. The provider will also

calculate the total number of miles, number of hours, and the number of rides in the STIF Plan reporting period, then apply the STIF funding percentage. The provider will need to separate new and existing routes and indicate what is attributable to STIF funding. ODOT staff will be reviewing the fixed route and demand response service separately.

QEs should report when a new shared stop goes into service. A new shared stop may be a stop that was served by one provider and is now served by a second provider or a stop that was served by two or more providers and is now served by the QE.

Reporting methods may vary for reporting on number of students in grades 9-12 served by demand response and the number of students in grades 9-12 with free or reduced fares. The provider should use the most accurate method for counting student ridership such as onboard ridership surveys, passenger counts, and/or requesting age/grade information when scheduling demand response rides.

Figure 3. SPR Outcome Measures

OPTIS Close

3. Outcome Measures

Item 1.1
Number: SPR-19-0502 - 02 **Control #:** 10095225

1. Task Information Skip Back Save Next Finish

2. Other Funds

3. Outcome Measures

4. Annual Measures

Outcome Measures

? Enter the applicable measures for this task in this reporting period.

Revenue Miles

Revenue Hours

Rides

of New Stops Shared with Other Providers

of Rides to Students in Grades 9-12

of Students in Grades 9-12 Served by Demand Response

of Students in Grades 9-12 with Free or Reduced Fares

Other Benefit

Quarterly STIF Capital Assets

The capital asset reporting requirements outlined in OAR 732-042-0035(3) and OAR 732-044-0040(2) will be completed by the provider in the APR on a quarterly basis. This reporting includes acquired, purchased, or leased capital assets by providers using STIF Formula fund and/or STIF Discretionary/Intercommunity funds. This capital asset reporting will be completed through the APR to fulfill the STIF requirements. ODOT will enter the STIF capital assets in OPTIS prior to beginning the APR.

The STIF capital assets for STIF Formula and STIF Discretionary/Intercommunity will then be populated when the provider begins the APR.

ANNUAL REPORTING

SPR Annual Reporting Outcomes

The following access to public transportation outcomes must be reported in the SPR as **part of the 4th quarter** SPR of each year: number of people within a half mile of transit stop, number of Low-Income Households within a half mile of transit stop, number of students in grades 9-12 attending a school served by transit, and number of rides provided to students in grades 9-12 served by fixed route services.

The method for calculating access to transit outcomes, as list above, may vary. QEs should use the same method for reporting as was used to estimate outcomes in the STIF Plan. Methods may have included using transportation tools, such as Remix or TNexT. QEs also may have used U.S. Census data to calculate the number of low-income households within a given geographic area. See the [STIF Methods for Calculating Low-Income Households](#) guidance document for more information.

The method may vary for calculating the number of rides provided to students in grades 9-12, depending on the type of service provided and other factors. The provider should use the most accurate method for counting student ridership such as onboard ridership survey, passenger counts, and requesting age/grade information when scheduling rides.

Figure 4. Annual Outcome Measures

The screenshot shows the OPTIS system interface for '4. Annual Measures'. At the top, there is a dark blue header with the 'OPTIS' logo on the left and a 'Close' button with a red 'X' icon on the right. Below the header, the main content area has a white background. On the left side, there is a vertical navigation menu with four items: '1. Task Information', '2. Other Funds', '3. Outcome Measures', and '4. Annual Measures'. The '4. Annual Measures' item is highlighted. To the right of the menu, there are five buttons: 'Skip', 'Back', 'Save', 'Next', and 'Finish'. Below the buttons, the title '4. Annual Measures' is displayed in a large, bold, blue font. Underneath the title, there is a question mark icon followed by the text: 'These measures are required at the end of each fiscal year (4th & 8th quarters)'. Below this text, there are three rows of labels and input fields. The first row is '# of People within a Half Mile of Transit Stop' with an empty text box. The second row is '# of Low-Income Households within a Half Mile of Transit Stop' with an empty text box. The third row is '# of Students in Grades 9-12 Attending a School Served by Transit' with an empty text box. At the bottom left of the form area, there is a note: '* indicates a required field'. At the bottom right, there is a 'Top' button with an upward-pointing arrow icon.

SPR Annual Reporting Program Criteria

The following program criteria must be reported in the SPR as part of the 4th quarter of each year. ODOT staff has developed guidance below to assist in reporting program criteria for the following: increased frequency to areas with high-percentage of low income households, expanded routes or services to areas with high percentage of low-income households, reduced fares in communities with high percentage of low-income households, procurements of low-or no-emission buses for use in areas with population of 200,000 or more, improved frequency and reliability of service between communities in and out of QE's service area, improved coordination among PTSPs to reduce fragmentation of service, and implementation of programs to provide student transit service for students in grades 9-12.

The method for reporting each program criterion is to review the percentage allocated in the STIF Plan and enter the same percentage as the STIF Plan allocates, unless there has been a variance. If the percentage has changed, enter the updated percentage and explain in the available text box why the change occurred. If there is STIF match for the procurement of low-or no-emission buses for use in areas with population of 200,000 or more, then the QE will need to update the percentage with what is attributable to STIF funding.

Annual Reporting Outside of the SPR

The reporting requirements include three additional documents that must be submitted on an annual basis: report on mitigating the impact of the tax on low-income passengers, QE budget, and audit reports. Instructions on how to submit these three documents to ODOT will be provided online and as part of ODOT's upcoming grant management training in July 2019.

Annual STIF Low-Income Tax Mitigation Reports

The annual low-income reporting requirements are required by statute and the details are outlined in OAR 732-040-0025(1). The report must consist of actions taken by any PTSP located within the area of the QE to mitigate the impact of the STIF tax on passengers who reside in low-income communities.

PTSPs will submit reports to their relevant QE and the QE will bundle the low-income reports from applicable PTSPs for submittal to ODOT. The QE will include reports from PTSPs located within their area of responsibility that receive STIF discretionary funds, even if they do not receive STIF formula funds.

The report must also explain how the QE defines and identifies passengers in low-income communities. The method used must be consistent with the definition of Low-Income Households from the QEs STIF Plan. This report will provide information on the overall dollars spent in improving and expanding transportation services to Low-Income Households. OAR 732-40-0005(17) defines Low-Income Households as those below 200% the federal poverty guidelines. This report is due as **part of the 4th quarter** SPR reporting and can be attached to the SPR in OPTIS.

Annual QE Budget

In accordance with the budget reporting requirements specified in statute and OAR 732-040-0025(2), a copy of the QE's adopted annual budget for the upcoming fiscal year must be submitted to ODOT. The deadline for ODOT receipt of each QEs' budgets is no later than 30 days after adoption.

Annual Audit Reports

Per the audit requirements articulated in statute and described in detail in OAR 732-040-0025(3), a QE or any PTSP located within the QE's area of responsibility must submit the results of any relevant financial audit, as required by a local, state, or federal oversight agency for the purposes of statewide reporting. ODOT is requesting submittal of any required local, state, federal, or any voluntarily submitted audits. This includes a) the state financial report required under ORS 291.040, b) the results of any comprehensive review completed by the Federal Transit Administration of the Agency; and c) any information submitted by the QE, and their PTSPs, as part of the

requirements of a statewide audit in accordance with the federal Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996. A QE is not expected to audit their PTSPs. The QE's role is limited to compliance oversight.

Per the audit requirements articulated in statute and described in detail in OAR 732-040-0015(1), recipients shall conduct an annual financial audit of the STIF moneys received. See the [STIF Agreed-Upon Audit Procedures](#) for a list of audit items that must be included in STIF recipients annual audits. All financial audit reports shall be submitted to ODOT no later than 30 days after the receipt of the auditor's final report(s) per OAR 732-040-0015(2).

STIF DISCRETIONARY/INTERCOMMUNITY REPORTING

The STIF Discretionary/Intercommunity reporting requirements are currently being developed by ODOT staff. The reporting requirements will be explicit in the grant agreements. ODOT is exploring options for modifying the existing APR or SPR for reporting purposes. The report template will allow PTSPs to report on STIF Discretionary/Intercommunity funded projects directly to ODOT.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 17, 2019		Subject: Resolution No. 2757 A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Construction Contract with Moore Excavation, Inc. for the Garden Acres Road & PLM_1.2 Water Transmission Line Project (Capital Improvement Projects 1127, 2103, 4201, and 7061) Staff Member: Zachary Weigel, P.E. Capital Projects Engineering Manager Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Build fully interconnected & effective transportation modes.	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan – Project UU-08	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution and Urban Renewal Agency Resolution approving the public bid process, accepting the lowest responsible bidder, and awarding a construction contract to Moore Excavation, Inc. in the amount of \$10,782,928.00 for the construction of the Garden Acres Road urban upgrade & PLM_1.2 Water Transmission Line project.

EXECUTIVE SUMMARY:

The Garden Acres Road & PLM_1.2 Water Transmission Line project will upgrade approximately 2,800 feet of a two-lane County road to an urban industrial Minor Arterial standard, with wider concrete travel lanes and bike facilities, sidewalks, landscaping and storm water treatment along the east side of Garden Acres Road (Attachment 1). The project includes extension of sewer, water, and storm pipelines and undergrounding of overhead utilities necessary to prepare the Coffee Creek and Basalt Creek Industrial Areas for future industrial development.

Construction of Tualatin Valley Water District and the City of Hillsboro, jointly referred to as the Willamette Water Supply Program (WWSP), PLM_1.2 water transmission pipeline is included as part of this project. The PLM_1.2 project consists of approximately 3,000 feet of 66” welded steel raw water transmission pipe and associated water system appurtenances.

In April 2019, Council approved Resolution No. 2743 entering into an Intergovernmental Agreement (IGA) with WWSP for the joint construction of the Garden Acres Road and PLM_1.2 Water Transmission Line projects.

The City received five (5) bids by the June 4, 2019 deadline (see Attachment 2) of which Moore Excavation, Inc. submitted the lowest, responsive bid at \$10,782,928.00.

EXPECTED RESULTS:

Upgrade approximately 2,800 feet of Garden Acres Road to urban industrial Minor Arterial standard and extend/underground utilities necessary to support future industrial development within the Coffee Creek and Basalt Creek Industrial Areas. Install approximately 3,000 feet of WWSP 66” raw water transmission pipeline in accordance with the Ground Lease for Raw Water Pipeline Agreement (Resolution No. 2628).

TIMELINE:

Construction is expected to begin July 2019 with a final completion date scheduled for December 31, 2020.

CURRENT YEAR BUDGET IMPACTS:

The sewer portion, Project #2103 is funded through sewer system development charges (SDC). The approved FY 2019-20 Wilsonville budget includes \$1,016,000 for construction, contract administration and overhead for the entirety of the sewer work. The sewer portion of the construction contract is estimated at \$1,223,128, which is over the budgeted amount by \$207,128. A supplemental budget adjustment will be needed to add sewer SDC funds to the project. In review of the sewer SDC fund, additional funds are available to support the increased sewer portion of the project.

The storm portion, Project #7061 is funded through storm SDC fees. The approved FY 2019-20 Wilsonville budget includes \$647,000 for construction, contract administration and overhead for the entirety of the storm work. The storm portion of the construction contract is estimated at \$612,736, within the budgeted amount.

According to the Garden Acres and PLM_1.2 Garden Acres to 124th Pipeline Projects IGA, WWSP is responsible for the all construction costs associated with the PLM_1.2 Water Transmission Pipeline work and 21.6% of the total Garden Acres Road construction costs and other incidental costs as outlined in the IGA. The WWSP portion of the construction contract is estimated at \$5,110,813.

The remainder of the construction contract consists of the City's portion of the Garden Acres Roadwork, estimated at \$3,836,251. The City's street portion of the work is funded through a combination of Coffee Creek Reserve and Coffee Creek Urban Renewal Area funds. The approved FY 2019-20 Wilsonville budget includes \$2,174,000 for construction, contract administration and overhead for the street work. An additional \$2,281,500 is estimated for street construction in FY 2020-21. The streets portion of the construction contract is within the total anticipated amount.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 6/7/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 6/10/2019

COMMUNITY INVOLVEMENT PROCESS:

A public open house was held in Fall 2017 for community members to review and comment on the preliminary design concepts proposed for the roadway improvements on Garden Acres Road. Mailers and Boones Ferry Messenger articles have been provided to the public on a number of occasions. In addition, staff directly met with representatives from the properties adjacent to the project location to discuss project impacts and the procurement of right-of-way and easements needed for the work.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Completion of the project will positively impact near-term and long-term development of industrial properties within the Coffee Creek Urban Renewal Area, increasing employment and generating tax increment for the URA. New bike lanes and sidewalks will be constructed, expanding Wilsonville's multi-modal network. Joint construction of the Garden Acres Road and raw water pipeline projects will minimize construction costs between the two projects while decreasing the length of construction time and impacts than if the two projects were to be constructed independently.

ALTERNATIVES:

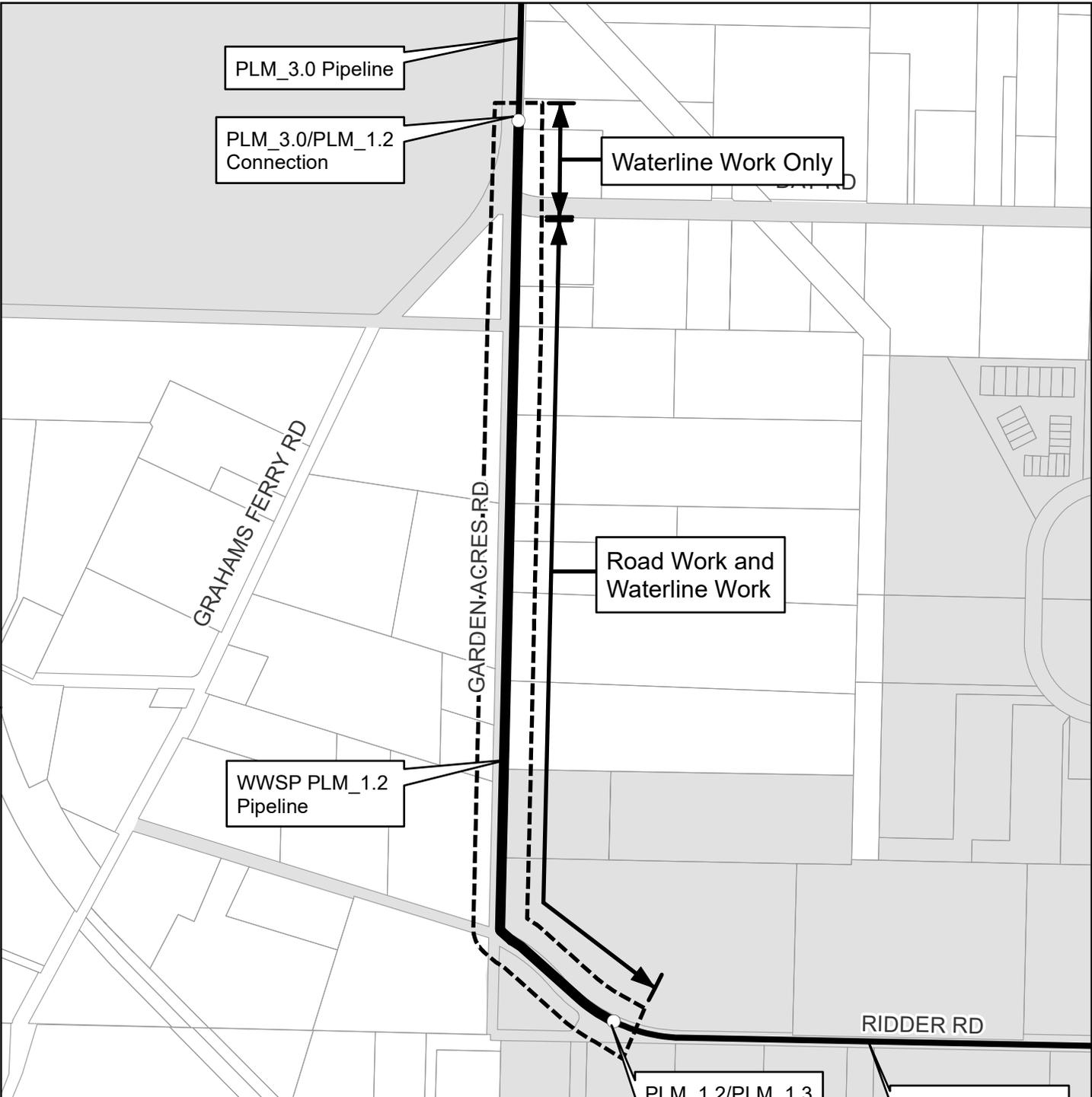
A number of roadway alternatives were considered during initial design of Garden Acres Road. Current project design is based on correspondence between City Staff, the design consultant team, neighboring property owners, prospective industrial developers, and City Council direction given at a February 22, 2018 work session.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Project Location Map
2. Bid Summary
3. Resolution No. 2757
 - A. Garden Acres Road and PLM_1.2 Water Transmission Line Construction Contract



Legend

- WWSP Approximate Pipeline Alignment
- - - Approximate Project Area
- Tax Lot
- Wilsonville City Limit

NOTE: WWSP Pipeline Alignment is approximate

Date: 09/06/2018

Garden Acres Road And PLM_1.2 Projects



BID SUMMARY

Project: Garden Acres Rd & PLM_1.2 Water Transmission Line

CIP No: 4201

File No: 17 04 002

Bid Date: June 4, 2019 @ 2:00 pm

Open Order	Bidder	Envelope Marked	Bid Security Amount	Type	Proposal Complete	Addenda	Proposal Signed	First Tier Sub-Con.	Pre-Qualified	CCB No.	Disqualified	BOLI Debarred	Record of Performance	Record of Integrity	Bid Amount:	Rank
--	Engineer's Estimate														\$11,221,578.96	
1	Moore Excavation Inc.	Y	10%	Bond	Y	Y	Y	Y	Y	28397	N	N	Y	Y	\$10,782,928.00	1
2	Kerr Contractors	Y	10%	Bond	Y	Y	Y	Y	Y	195658	N	N	Y	Y	\$12,578,415.00	2
3	Emery & Sons Construction Group	Y	10%	Bond	Y	Y	Y	Y	Y	221536	N	N	Y	Y	\$12,816,839.75	3
4	James W. Fowler Co.	Y	10%	Bond	Y	Y	Y	Y	Y	63701	N	N	--	--	\$13,237,786.14	4
5	Goodfellow Bros. LLC	Y	10%	Bond	Y	Y	Y	Y	Y	222458	N	N	--	--	\$13,727,200.00	5

RESOLUTION NO. 2757

A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH MOORE EXCAVATION, INC. FOR CONSTRUCTION OF GARDEN ACRES ROAD AND PLM_1.2 WATER TRANSMISSION LINE PROJECT.

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Projects #1127, 2103, 4201, and 7061, known as Garden Acres Road and PLM_1.2 Water Transmission Line project (the Project); and

WHEREAS, the City entered into an intergovernmental agreement (Resolution No. 2743) with Tualatin Valley Water District and the City of Hillsboro, collectively doing business and referred to herein as Willamette Water Supply Program (WWSP), to jointly design and construction the Garden Acres Road project and Willamette Water Supply PLM_1.2 Garden Acres to 124th Pipeline project; and

WHEREAS, the City is responsible for overall management and administration of the joint construction project; and

WHEREAS, WWSP will reimburse the City for all costs associated with construction, construction management and administration of the PLM_1.2 Water Transmission Line portion of the Project as part of the joint construction 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, five bids were received and opened on June 4, 2019, and Moore Excavation, Inc. submitted a bid of \$10,782,928.00 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

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

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

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with Moore Excavation, Inc. for a stated value of \$10,782,928.00 in substantially the form as attached hereto as Exhibit A.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 17th day of June 2019, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Stevens

Councilor Lehan

Councilor West

EXHIBIT:

A. Garden Acres Road and PLM_1.2 Water Transmission Line Construction Contract

**CITY OF WILSONVILLE
CONSTRUCTION CONTRACT (CIP #4201)**

This Construction Contract (“Contract”) for the Garden Acres Road and Pipeline Project (“Project”) is made and entered into on this ____ day of June 2019 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Moore Excavation, Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional documents, collectively the “Contract Documents”: All Bid Packet documents and Contractor’s bid response; all plans, drawings, and specifications, bound separately; 2017 City of Wilsonville Public Works Standards; Oregon Department of Transportation 2015 Oregon Standard Specifications for Construction; Special Provisions to ODOT standards; Wilsonville Project Specific Special Provisions; Wilsonville Amendments or revisions to the 2015 Oregon Standard Specifications for Construction and/or Wilsonville amendments to Special Provisions to ODOT standards; Willamette Water Supply Program PLM_1.2 Project Manual, 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 any impacted 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 December 31, 2020, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Substantial Completion by no later than November 30, 2020, and at Final Completion by December 31, 2020. See **Section 23** for the definitions of Substantial Completion and Final Completion.

Section 3. Contractor’s Work

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

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

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

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

Section 4. Contract Sum, Retainage, and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor the sum of TEN MILLION SEVEN HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED TWENTY-EIGHT DOLLARS (\$10,782,928) for the Work to be performed (“Contract Sum”), based on the unit price and/or lump sums established by the Contract Documents. The item numbers, quantities, description, and unit prices applicable under this Contract are reflected in **Exhibit A**, Contractor’s Bid Schedule, in accordance with Contractor’s Unit Pricing and other bid amounts for performance of the Work. Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Measurement and payment of the bid items will be in accordance with 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 24**.

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

4.4. Except as provided in **Section 10.2**, the Contract Price includes the cost of all required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees required to perform the Work on the Project.

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

4.6. Contractor's Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

4.7. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the 2015 ODOT Standards and Special Provisions in the Contract Documents and in ORS 279C.570.

Section 5. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2019, and all subsequent amendments. The BOLI prevailing wage rates can be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation

in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. In addition, this Contract is also covered by the federal Davis-Bacon Act (40 USC § 3141 et seq.). Therefore, Contractors and subcontractors shall pay workers or others performing Work contemplated by the Contract the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries, in accordance with ORS 279C. The Davis-Bacon wage rates can be found at the following website: <https://www.wdol.gov/>. 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. Water Infrastructure Finance and Innovation Act (WIFIA) Requirements

During the performance of this Contract, Contractor agrees as follows:

6.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

6.2. Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

6.3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an

investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

6.4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.5. Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6.6. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6.7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

6.8. Contractor will include the provisions of Sections 6.1 through 6.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202, amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971.]

6.9. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other legally available remedies.

6.10. In addition to the foregoing, Contractor agrees to comply with all applicable federal statutes, regulations, and rules, including, without limitation, WIFIA, American Iron and Steel Requirement, Davis-Bacon Wage Requirement, National Environmental Policy Act of 1969, Flood Plain Management, Executive Order 11988, as Amended by Executive Order 13690, and those listed in Exhibit G in the Contract Documents.

Section 7. American Iron and Steel (AIS) Requirement

With respect to the Pipeline Work, Contractor acknowledges, to and for the benefit of the City, Tualatin Valley Water District (TVWD), and the City of Hillsboro, and the Environmental Protection Agency (EPA), that Contractor understands that goods and services under this Contract are being funded with monies made available by the Water Infrastructure Finance and Innovation Act (WIFIA) program, which is administered by the EPA. WIFIA has statutory requirements commonly known as “American Iron and Steel,” which require all of the iron and steel products used in the Project to be produced in the United States (“American Iron and Steel Requirements”), including iron and steel products provided by Contractor pursuant to this Contract and all of Contractor’s subcontracts. Contractor hereby represents and warrants that: (a) Contractor has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirement is approved, and (c) Contractor shall provide any further verified information, certification, and assurance of compliance with this Section and information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by TVWD, Hillsboro, or the EPA. Contractor shall timely provide to the City completed certifications at each step in the manufacturing, production, and handling process for iron and steel used in the Project – including iron and steel used by Contractor’s subcontractors and vendors – in the form attached as Exhibit F in the Contract Documents. Notwithstanding any other provision of this Contract, any failure by Contractor to comply with this Section shall permit the City, TVWD, Hillsboro, and/or the EPA to recover as damages against Contractor any loss, expense, or cost (including, without limitation, attorney’s fees) incurred by the City, TVWD, Hillsboro, or the EPA resulting from any such failure (including, without limitation, any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the City, TVWD, or Hillsboro). Although Contractor has no direct contractual privity with the EPA, as a lender to the City, TVWD, or Hillsboro for the funding of the Project, the City, TVWD, Hillsboro, and Contractor agree that the EPA is a third-party beneficiary. Provided that the City, TVWD, or Hillsboro receive funding from the EPA for the Project, neither this Section (nor any other provision of the Contract necessary to give this Section force or effect) shall be amended or waived without the prior written consent of the EPA.

Section 8. 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 9. 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 10. City's Rights and Responsibilities

10.1. The City will designate a Project Manager who will be the official point of contact 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. **The Project Manager is the only person with authority to give direction to the Contractor.**

10.2. 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.

10.3. 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.

10.4. 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.

10.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2018-19. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in Section 23.

Section 11. City's Project Manager

The City's Project Manager is Zachary J. Weigel, P.E., Capital Projects Engineering Manager. Although the Scope of Work includes work on a water pipeline owned by TVWD and Hillsboro, all direction to Contractor, for both the Road Work and the Pipeline Work, as defined in the Contract Documents, shall only come from the City's Project Manager.

Section 12. Contractor's Project Manager

Contractor's Project Manager is Amber Hutchison. 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 13. 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 14. 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 15. Subcontractors and Assignments

15.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 16.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and

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

15.2. 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 16. Contractor's Responsibilities

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

16.2. 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.

16.3. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize

any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to “subcontractor” in this Contract mean a subcontractor at any tier.

16.4. Contractor shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Contractor’s use of such subcontractor(s) and subcontractor’s negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor’s subcontractors also comply with, and be subject to, the provisions of this **Section 16** and meet the same insurance requirements of Contractor under this Contract.

16.5. Contractor must make prompt payment for any claims for labor, materials, or services furnished to Contractor by any person in connection with this Contract as such claims become due. Contractor shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Contractor. If Contractor fails, neglects, or refuses to make prompt payment of any such claim, the City may pay such claim to the 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.

16.6. Contractor must comply with all Oregon and federal wage and hour laws, including BOLI wage requirements and the Davis-Bacon Act, 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.

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

(f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

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

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

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

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

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

16.14. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon

final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

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

16.16. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay 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.

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

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

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

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

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

16.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 16.17.1, 16.17.2, and 16.17.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

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

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

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

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

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

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

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

Section 17. Subcontractor Requirements

17.1. 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:

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

17.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 17.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

17.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 17.1.1 and 17.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

17.3. 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.

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

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

Section 18. Environmental Laws

18.1. 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.

18.2. Contractor shall perform all Work in compliance with permits for the Project issued by any state, federal, or local agency, including but not limited to the Oregon Department of State

Lands, the Oregon Department of Environmental Quality, and the federal Environmental Protection Agency, and shall maintain a copy of these permits on the job site at all times.

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
 Port Districts
 County Service Districts
 Water Districts

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

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

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

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

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

Section 19. Indemnity

19.1. 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 19.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

19.2. 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.

Section 20. Insurance

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

20.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$5,000,000** 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.

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

20.1.3. Pollution Liability Coverage. Contractor shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Contract. Contractor will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality (“DEQ”) and Federal Environmental Protection Agency (“EPA”) clean-up requirements. The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$5,000,000** general aggregate.

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

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

20.1.6. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor’s Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent will be provided. The following is included as additional insured: “The City of Wilsonville and its elected and appointed officials, officers, agents, employees, and volunteers; the City of Hillsboro and its elected

and appointed officials, officers, agents, employees, and volunteers; and Tualatin Valley Water District and its elected and appointed officials, officers, agents, employees, and volunteers. An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Work contemplated under this Contract.

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

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

Section 21. Bonding Requirements

21.1. 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.

21.2. 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.

21.3. 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.

21.4. 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).

21.5. 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.

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

19.7 Assignment of Bond. All bonds will name the City as the beneficiary but will also provide that they can be assigned by the City to Hillsboro and/or TVWD as additional beneficiaries thereunder.

Section 22. Warranty

22.1. Contractor shall fully warranty all Work, including but not limited all landscaping included in the Contract, for a period of two (2) years from the date of Final Acceptance of all Work.

22.2. 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, workmanship, or maintenance. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

22.3. 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.

22.4. 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 23. Early Termination; Default

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

23.1.1. By mutual written consent of the parties;

23.1.2. 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

23.1.3. 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.

23.2. 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.

23.3. 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.

23.4. 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 24. 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 25. Substantial Completion, Final Completion, and Liquidated Damages

25.1. 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, the roadway is fully functional and ready for use, the water pipeline is fully installed securely underground, all land restoration and landscaping has been completed, and there are only minor punch list items remaining that do not significantly impact the road, the pipeline, or the surrounding properties and landscaping. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within twenty (20) 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 November 30, 2020 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 Contractor and the City agree that the sums set forth below in **Section 25.3** and **Section 25.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

25.2. 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.

25.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of One Thousand Dollars (\$1,000) for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

25.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of December 31, 2020, or any written extension thereof granted by the City, Contractor shall pay the City Two Thousand Dollars (\$2,000) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

25.5. 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.

25.6. Contractor will not be responsible for 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.

Section 26. 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 27. Dispute Resolution

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

Section 28. Access to Records

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

Section 29. As-Builts

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

Section 30. Notices

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

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

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

Section 31. Miscellaneous Provisions

31.1. 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.

31.2. 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.

31.3. 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.

31.4. Adherence to Law. This Contract shall be subject to, and 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.

31.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

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

31.7. 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.

31.8. 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.

31.9. 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.

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

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

31.12. 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.

31.13. 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.

31.14. 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.

31.15. 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."

31.16. 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.

31.17. 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.

31.18. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the other Contract Documents.

31.19. 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.

31.20. 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.

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

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

CONTRACTOR:

CITY:

MOORE EXCAVATION, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

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

Moore Excavation, Inc.

EXHIBIT A

Garden Acres Road & PLM_1.2 Water Transmission Line

Project #4201

BID SCHEDULE

Schedule A – Garden Acres Roadway Work

Bid Item No.	Bid Items	Unit	Quantity	Unit Cost	Total Cost
A-1	Mobilization (8% max.)	L.S.	1	<u>800,000.00</u>	<u>800,000.00</u>
A-2	Temporary Work Zone Traffic Control, Complete	L.S.	1	<u>115,000.00</u>	<u>115,000.00</u>
A-3	Erosion Control	L.S.	1	<u>14,000.00</u>	<u>14,000.00</u>
A-4	Compost Filter Berm	L.F.	6,680	<u>2.75</u>	<u>18,370.00</u>
A-5	Construction Entrance	Each	2	<u>3,500.00</u>	<u>7,000.00</u>
A-6	Concrete Washout Facility	Each	2	<u>700.00</u>	<u>1,400.00</u>
A-7	Inlet Protection, Type 4	Each	137	<u>125.00</u>	<u>17,125.00</u>
A-8	Inlet Protection, Type 5	Each	16	<u>125.00</u>	<u>2,000.00</u>
A-9	Orange Construction Fencing	L.F.	225	<u>4.00</u>	<u>900.00</u>
A-10	Construction Signing	Each	2	<u>1,300.00</u>	<u>2,600.00</u>
A-11	Temporary Access Road	L.S.	1	<u>50,000.00</u>	<u>50,000.00</u>
A-12	Clearing and Grubbing	L.S.	1	<u>110,000.00</u>	<u>110,000.00</u>
A-13	Tree Protection Fencing	L.F.	700.0	<u>8.00</u>	<u>5,600.00</u>
A-14	Removal of Structures and Obstructions	L.S.	1	<u>30,000.00</u>	<u>30,000.00</u>
A-15	General Excavation	C.Y.	5,570	<u>44.00</u>	<u>245,080.00</u>
A-16	12 Inch Subgrade Stabilization	S.Y.	750	<u>29.00</u>	<u>21,750.00</u>
A-17	Subgrade Geotextile	S.Y.	13,480	<u>0.80</u>	<u>10,784.00</u>
A-18	8 Inch Storm Pipe, DIP	L.F.	331	<u>50.00</u>	<u>16,550.00</u>
A-19	10 Inch Storm Pipe, PVC	L.F.	200	<u>110.00</u>	<u>22,000.00</u>
A-20	10 Inch Storm Pipe, C-900	L.F.	355	<u>118.00</u>	<u>41,890.00</u>
A-21	12 Inch Storm Pipe, PVC	L.F.	55	<u>145.00</u>	<u>7,975.00</u>
A-22	18 Inch Storm Pipe, PVC	L.F.	554	<u>230.00</u>	<u>127,420.00</u>
A-23	21 Inch Storm Pipe, PVC	L.F.	33	<u>232.00</u>	<u>7,656.00</u>
A-24	30 Inch Storm Pipe, PVC	L.F.	783	<u>260.00</u>	<u>203,580.00</u>
A-25	36 Inch Storm Pipe, PVC	L.F.	1,018	<u>335.00</u>	<u>341,030.00</u>

BID SCHEDULE
ADDENDUM #02

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May 17, 2019

EXHIBIT A

Garden Acres Road & PLM_1.2 Water Transmission Line

Project #4201

A-26	42 Inch Storm Pipe, PVC	L.F.	1,032	<u>345.00</u>	<u>356,040.00</u>
A-27	48 Inch Storm Pipe, PVC	L.F.	1,092	<u>385.00</u>	<u>420,420.00</u>
A-28	8 Inch Sanitary Pipe, C-900	L.F.	584	<u>280.00</u>	<u>163,520.00</u>
A-29	18 Inch Sanitary Pipe, C-905	L.F.	1,530	<u>370.00</u>	<u>566,100.00</u>
A-30	Concrete Manholes, 48" Sanitary	Each	5	<u>12,500.00</u>	<u>62,500.00</u>
A-31	Concrete Manholes, 60" Storm w/ Inside Drop	Each	9	<u>13,000.00</u>	<u>117,000.00</u>
A-32	Concrete Manholes, 72" Storm w/ Inside Drop	Each	9	<u>15,500.00</u>	<u>139,500.00</u>
A-33	Concrete Manholes, 72" Storm w/ Orifice	Each	1	<u>16,400.00</u>	<u>16,400.00</u>
A-34	Concrete Inlets, Type Planter Inlet	Each	123	<u>325.00</u>	<u>39,975.00</u>
A-35	Catch Basin, Ditch Inlet	Each	3	<u>1,800.00</u>	<u>5,400.00</u>
A-36	Catch Basin, G-2	Each	1	<u>2,700.00</u>	<u>2,700.00</u>
A-37	Catch Basin, CG-30	Each	12	<u>2,800.00</u>	<u>33,600.00</u>
A-38	Catch Basin, CG-30 Lid on Flat Top Manhole	Each	1	<u>4,400.00</u>	<u>4,400.00</u>
A-39	Catch Basin, Beehive	Each	25	<u>1,500.00</u>	<u>37,500.00</u>
A-40	Sanitary Sewer Cleanout	Each	14	<u>1,200.00</u>	<u>16,800.00</u>
A-41	Minor Adjustment of Manholes	Each	2	<u>1,100.00</u>	<u>2,200.00</u>
A-42	Major Adjustment of Manholes	Each	1	<u>2,300.00</u>	<u>2,300.00</u>
A-43	Adjusting Boxes	Each	31	<u>75.00</u>	<u>2,325.00</u>
A-44	Connect to Existing Structures	Each	15	<u>1,000.00</u>	<u>15,000.00</u>
A-45	3/4"-0" Aggregate Base	C.Y.	2,488	<u>40.00</u>	<u>99,520.00</u>
A-46	1 1/2"-0" Aggregate Base	C.Y.	1,700	<u>40.00</u>	<u>68,000.00</u>
A-47	Level 3, 1/2 Inch ACP Mixture	Ton	1,690	<u>98.00</u>	<u>165,620.00</u>
A-48	Plain Concrete Pavement, Dowelled, 8.5 Inches Thick	S.Y.	10,203	<u>77.00</u>	<u>785,631.00</u>
A-49	Extra for Asphalt Approaches	Each	19	<u>1,100.00</u>	<u>20,900.00</u>
A-50	Extra for Asphalt Drainage Curb	L.F.	162	<u>8.00</u>	<u>1,296.00</u>
A-51	Concrete Curb, Concrete Street Curb and Gutter	L.F.	628	<u>24.00</u>	<u>15,072.00</u>
A-52	Concrete Curb, Asphalt Street Curb and Gutter	L.F.	149	<u>32.00</u>	<u>4,768.00</u>
A-53	Concrete Curb, Stormwater Planter Modified Curb & Gutter	L.F.	2,694	<u>59.00</u>	<u>158,946.00</u>

EXHIBIT A Moore Excavation, Inc.

Garden Acres Road & PLM_1.2 Water Transmission Line

Project #4201

A-54	Concrete Curb, Standard 6" Curb	L.F.	43	<u>42.00</u>	<u>1,806.00</u>
A-55	Concrete Curb, Standard 4" Curb	L.F.	205	<u>26.00</u>	<u>5,330.00</u>
A-56	Concrete Curb, Stormwater Planter Perimeter Curb	L.F.	2,993	<u>62.00</u>	<u>185,566.00</u>
A-57	Concrete Driveways	S.F.	6,331	<u>11.00</u>	<u>69,641.00</u>
A-58	Concrete Sidewalks	S.F.	16,958	<u>6.50</u>	<u>110,227.00</u>
A-59	4 Inch Concrete Bike Path	S.F.	20,676	<u>6.00</u>	<u>124,056.00</u>
A-60	Extra for Curb Ramps	Each	7	<u>1,200.00</u>	<u>8,400.00</u>
A-61	Truncated Domes on New Surfaces	S.F.	91	<u>24.00</u>	<u>2,184.00</u>
A-62	Pavement Line Removal	LF	1,750	<u>0.90</u>	<u>1,575.00</u>
A-63	Pavement Legend Removal	Each	2	<u>80.00</u>	<u>160.00</u>
A-64	Mono-Directional White Type 1 Markers	Each	14	<u>7.00</u>	<u>98.00</u>
A-65	Bi-Directional Yellow Type 1 Markers	Each	93	<u>7.00</u>	<u>651.00</u>
A-66	Pavement Legend, Type B-HS: Arrows	Each	4	<u>300.00</u>	<u>1,200.00</u>
A-67	Pavement Legend, Type B-HS: Bicycle Lane Stencil	Each	11	<u>300.00</u>	<u>3,300.00</u>
A-68	Pavement Bar, Type B-HS	S.F.	300	<u>8.50</u>	<u>2,550.00</u>
A-69	Pavement Legend, Type B-HS: Green Bike Path Driveway Marking	S.F.	1,400	<u>12.00</u>	<u>16,800.00</u>
A-70	Remove Existing Signs	L.S.	1	<u>1,100.00</u>	<u>1,100.00</u>
A-71	Remove and Reinstall Existing Signs	L.S.	1	<u>800.00</u>	<u>800.00</u>
A-72	Sign Support Footings	L.S.	1	<u>3,200.00</u>	<u>3,200.00</u>
A-73	Perforated Steel Square Tube Slip Base Sign Supports	L.S.	1	<u>2,100.00</u>	<u>2,100.00</u>
A-74	Perforated Steel Square Tube Anchor Sign Supports	L.S.	1	<u>5,400.00</u>	<u>5,400.00</u>
A-75	Signs, Standard Sheeting, Sheet Aluminum	S.F.	117	<u>32.00</u>	<u>3,744.00</u>
A-76	Pole Foundations	L.S.	1	<u>22,000.00</u>	<u>22,000.00</u>
A-77	Luminaires, Lamps, and Ballasts	L.S.	1	<u>38,000.00</u>	<u>38,000.00</u>
A-78	Switching, Conduit, and Wiring	L.S.	1	<u>12,000.00</u>	<u>12,000.00</u>
A-79	Lighting Poles and Arms	L.S.	1	<u>89,000.00</u>	<u>89,000.00</u>
A-80	Water Quality Planter, 18" Soil Media	S.F.	5,278	<u>22.00</u>	<u>116,116.00</u>

BID SCHEDULE
ADDENDUM #02

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May 17, 2019

Moore Excavation, Inc.

Garden Acres Road & PLM_1.2 Water Transmission Line

Project #4201

A-81	Water Quality Planter, 30" Soil Media	S.F.	4,963	<u>24.00</u>	<u>119,112.00</u>
A-82	Water Quality Ditch	L.F.	311	<u>22.00</u>	<u>6,842.00</u>
A-83	Permanent Seeding	Acre	0.78	<u>3,000.00</u>	<u>2,340.00</u>
A-84	Topsoil	C.Y.	890	<u>52.00</u>	<u>46,280.00</u>
A-85	Deciduous Trees, 2" Caliper	Each	89	<u>400.00</u>	<u>35,600.00</u>
A-86	Shrubs, #5 Container	Each	382	<u>35.00</u>	<u>13,370.00</u>
A-87	Groundcovers, #1 Container	Each	4,692	<u>11.00</u>	<u>51,612.00</u>
A-88	Wetland Plants, #1 Container	Each	2,990	<u>14.00</u>	<u>41,860.00</u>
A-89	Bark Mulch	C.Y.	92	<u>60.00</u>	<u>5,520.00</u>
A-90	Root Barrier	L.F.	3,560	<u>8.50</u>	<u>30,260.00</u>
A-91	Monument Boxes	Each	6	<u>500.00</u>	<u>3,000.00</u>
A-92	Remove and Reinstall Mailbox Supports	Each	13	<u>325.00</u>	<u>4,225.00</u>
A-93	Irrigation System	L.S.	1	<u>82,000.00</u>	<u>82,000.00</u>
A-94	2 Inch Potable Water Pipe, Fittings and Couplings with Class B Backfill	L.F.	50	<u>52.00</u>	<u>2,600.00</u>
A-95	6 Inch Potable Water Pipe, Fittings and Couplings with Class B Backfill	L.F.	34	<u>100.00</u>	<u>3,400.00</u>
A-96	8 Inch Potable Water Pipes, Fittings and Couplings with Class B Backfill	L.F.	498	<u>115.00</u>	<u>57,270.00</u>
A-97	12 Inch Potable Water Pipe, Fittings and Couplings with Class B Backfill	L.F.	55	<u>145.00</u>	<u>7,975.00</u>
A-98	18 Inch Potable Water Pipe, Fittings and Couplings with Class B Backfill	L.F.	8	<u>900.00</u>	<u>7,200.00</u>
A-99	8 Inch Connection to 18 Inch Existing Main	Each	15	<u>5,600.00</u>	<u>84,000.00</u>
A-100	12 Inch Connection to 18 Inch Existing Mail	Each	1	<u>7,000.00</u>	<u>7,000.00</u>
A-101	Fire Hydrant Assembly	Each	4	<u>5,000.00</u>	<u>20,000.00</u>
A-102	Relocate Existing Water Service	Each	1	<u>6,000.00</u>	<u>6,000.00</u>
A-103	8" Water Valve	Each	13	<u>1,250.00</u>	<u>16,250.00</u>
A-104	12" Water Valve	Each	1	<u>2,500.00</u>	<u>2,500.00</u>
A-105	18" Water Valve	Each	2	<u>4,500.00</u>	<u>9,000.00</u>
A-106	6" Blowoff Assembly	Each	12	<u>3,700.00</u>	<u>44,400.00</u>
A-107	Air and Vacuum Release Valve	Each	1	<u>6,000.00</u>	<u>6,000.00</u>

BID SCHEDULE
ADDENDUM #02

I-24

May 17, 2019

Moore Excavation, Inc.
EXHIBIT A

Garden Acres Road & PLM_1.2 Water Transmission Line

Project #4201

A-108	Water Sampling Station	Each	1	<u>3400.00</u>	<u>3400.00</u>
A-109	Joint Trench and Backfill	L.F.	3,420	<u>47.00</u>	<u>160,740.00</u>
A-110	444 Vault for Fiber	Each	8	<u>3,000.00</u>	<u>24,000.00</u>
A-111	504 Vault for Power	Each	1	<u>4,000.00</u>	<u>4,000.00</u>
A-112	577 Vault for Power	Each	1	<u>5,800.00</u>	<u>5,800.00</u>
A-113	612 Vault for Power	Each	1	<u>10,000.00</u>	<u>10,000.00</u>
A-114	1730 Vault for Power	Each	8	<u>625.00</u>	<u>5,000.00</u>
A-115	5106 Vault for Power	Each	6	<u>10,500.00</u>	<u>63,000.00</u>
A-116	Transformer Pad for Power	Each	9	<u>1200.00</u>	<u>10,800.00</u>
A-117	3 Inch Grey Schedule 40 PVC Conduit for Power	L.F.	700	<u>3.75</u>	<u>2,625.00</u>
A-118	4 Inch Grey Schedule 40 PVC Conduit for Power	L.F.	8,250	<u>4.00</u>	<u>33,000.00</u>
A-119	6 Inch Grey Schedule 40 PVC Conduit for Power	L.F.	5,700	<u>6.00</u>	<u>34,200.00</u>
A-120	3 Inch Fiberglass Conduit Bend for Power	Each	20	<u>100.00</u>	<u>2,000.00</u>
A-121	4 Inch Fiberglass Conduit Bend for Power	Each	10	<u>125.00</u>	<u>1,250.00</u>
A-122	6 Inch Fiberglass Conduit Bend for Power	Each	10	<u>250.00</u>	<u>2,500.00</u>
A-123	Boulder Excavation	C.Y.	100	<u>200.00</u>	<u>20,000.00</u>
A-124	Construction Survey Work	L.S.	1	<u>80,000.00</u>	<u>80,000.00</u>
Schedule A: Sub-Total Amount Bid				<u>7,548,078.00</u>	

Schedule B – PLM_1.2 Water Transmission Line

Bid Item No.	Bid Items	Unit	Quantity	Unit Cost	Total Cost
B-1	66" MLPCSP Pipeline (Furnish)	L.F.	3080	<u>525.00</u>	<u>1,617,000.00</u>
B-2	66" MLPCSP Pipeline (Install)	L.F.	3080	<u>385.00</u>	<u>1,185,800.00</u>
B-3	Trench Over Excavation and Foundation Installation	L.F.	200	<u>RM 200.00</u> RM 100.00	<u>40,000.00</u> 20,000.00
B-4	Blow Off Assembly	Each	1	<u>36,000.00</u>	<u>36,000.00</u>
B-5	Trench Cutoff Wall	Each	6	<u>5,800.00</u>	<u>34,800.00</u>
B-6	Air Valve Assembly – Type 2	Each	1	<u>110,000.00</u>	<u>110,000.00</u>
B-7	30-Buried Access Manway	Each	2	<u>20,000.00</u>	<u>40,000.00</u>

BID SCHEDULE
ADDENDUM #02

I-25

May 17, 2019

EXHIBIT A

Garden Acres Road & PLM_1.2 Water Transmission Line

Project #4201

B-8	Pipe Locate Stations and Monumentation	L.S.	1	<u>10,000.00</u>	<u>10,000.00</u>
B-9	Cathodic Protection System	L.S.	1	<u>75,000.00</u>	<u>75,000.00</u>
B-10	Pressure Test, Clean, Drain	L.S.	1	<u>75,000.00</u>	<u>75,000.00</u>
B-11	Rock Excavation (Allowance)	C.Y.	50	<u>225.00</u>	<u>11,250.00</u>
Schedule B: Sub-Total Amount Bid				<u>3,234,850.00</u>	

Total Amount Bid (Schedule A + Schedule B)

10,782,928.00 In Figures

Total Bid Written in Words:

Ten million, seven hundred eighty two thousand, nine hundred twenty eight dollars and zero cents. Dollars AND Cents

Company Name

Moore Excavation, Inc.

Bidder's Signature

Roy Moore
Roy Moore, President



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 17, 2019	Subject: Resolution No. 2753 Supplemental Budget Adjustment Staff Member: Cathy Rodocker, Finance Director Department: Finance	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: June 17, 2019 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends that Council adopt Resolution No. 2753.		
Recommended Language for Motion: I move to approve Resolution No. 2753.		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A supplemental budget resolution for the FY 2018-19 budget year.

EXECUTIVE SUMMARY:

Oregon's Local Budget Law allows the Council to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. A transfer resolution moves expenditures from one category to another within a specific fund and does not increase the overall

Resolution No. 2753 Staff Report

Page 1 of 3

budget that was approved during the annual budget process. A supplemental budget adjustment can impact the budget by increasing revenues and/or expenditures. The supplemental adjustment can also recognize expenditures that exceed 10% of the adopted budget expenditures or 15% of the adopted contingency in a fund.

The budget adjustment includes a request for additional funding for a van purchased by the Facilities program that exceeded budgeted levels. Total request is for \$15,000 in additional funding. The adjustment also includes a \$17,500 request from the Fleet Fund due to the recent increases in fuel costs. Both requests will be funded by available contingency.

EXPECTED RESULTS:

As stated in the Fiscal Management Policies, the City shall amend its annual budget in accordance with Oregon local budget law. The supplemental budget adjustment is adopted by the Council at a regularly scheduled meeting. Convening the budget committee is not required.

TIMELINE:

As required by Local Budget Law, a notice for the public hearing has been published in the Wilsonville Spokesman. The notice was published on Wednesday, June 5, 2019. Adoption of the Supplemental Budget Adjustment is required prior to the end of the fiscal year, June 30, 2019.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 6/3/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 5/29/2019

COMMUNITY INVOLVEMENT PROCESS:

As required by Local Budget Law, a notice for the public hearing has been published in the Wilsonville Spokesman. The notice has also been published on the City's website. As the accompanying resolution is a budget adjustment, a public hearing must be part of the adoption process.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The amended budget provides for the delivery of services and construction of capital projects throughout the community.

ALTERNATIVES:

Not approving the attached supplemental budget could result in overspending current budget appropriations. The City is required to disclose all excess of expenditures over appropriations in the Comprehensive Annual Financial report.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Attachment #1-Supplemental Budget Adjustments
2. Resolution No. 2753

City

Attachment #1-Supplemental Budget Adjustments

Budget Requests -Non-Capital Project Related

Non-capital requests:

Facilities-Additional costs of Van purchase	\$	15,000
Fleet Fund-increased cost of fuel		17,500

Total Requests	\$	32,500
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RESOLUTION NO. 2753

**A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET
ADJUSTMENT FOR FISCAL YEAR 2018-19.**

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2018-19 by Resolution 2691; and,

WHEREAS, certain expenditures are expected to exceed the original adopted budget in some of the City's funds and budgetary transfers are necessary within these funds to provide adequate appropriation levels to expend the unforeseen costs; and,

WHEREAS, ORS 294.463 provides that a city may adjust appropriations within appropriation categories provided the enabling resolution states the need for the adjustment, purpose of the expenditure and corresponding amount of appropriation; and,

WHEREAS, all transfers from contingencies within the fiscal year to date that exceed fifteen percent (15%) of the fund's total appropriations, are included in the supplemental budget adjustment request; and,

WHEREAS, all expenditure transfers within the fiscal year to date in aggregate exceed ten percent (10%) of the fund's total expenditures, are included in the supplemental budget adjustment request; and,

WHEREAS, consistent with local budget law and based upon the foregoing, the staff report in this matter and public hearing input, the public interest is served in the proposed supplemental budget adjustment,

WHEREAS, to facilitate clarification of the adjustments in this resolution, Attachment A to this resolution provides a summary by fund of the appropriation categories affected by the proposed transfer of budget appropriation and the purpose of the expenditure.

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

The City amends and adjusts the estimated revenues and appropriations within the funds and categories delineated and set forth in Attachment A, attached hereto and incorporated by reference herein as if fully set forth.

This resolution becomes effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 17th day of June 2019 and filed with Wilsonville City Recorder this same date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Stevens

Councilor Lehan

Councilor West

Attachment:

A. Need, Purpose And Amount: Detail By Fund & Category

ATTACHMENT A
NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY

	Current Appropriations	Change in Appropriations	Amended Appropriations
General Fund			
Facilities	1,086,155	15,000	1,101,155
Contingency	9,701,958	(15,000)	9,686,958
All other requirements	27,095,508	-	27,095,508
Net change in requirements	\$ 37,883,621	\$ -	\$ 37,883,621
Supplemental budget adjustment to increase capital outlay line item for purchase of a new van.			
Fleet Fund			
Fleet Fund	\$ 1,551,671	\$ 17,500	\$ 1,569,171
Contingency	1,003,066	(17,500)	985,566
All other requirements	70,800	-	70,800
Net change in requirements	\$ 2,625,537	\$ -	\$ 2,625,537
Supplemental budget adjustment to increase Fuel expense line item due to recent cost increases.			



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 17, 2019	Subject: Ordinance No. 816 – 1st Reading Repeal and Replace Chapter 11 of the Wilsonville Code Staff Member: Patty Nelson, City Engineer; Cathy Rodocker, Finance Director and Amanda Guile-Hinman, Assistant City Attorney Department: Engineering/Finance/Legal	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: June 17, 2019 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: June 17, 2019 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: July 1, 2019 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: Adoption of revisions to Chapter 11 of the Wilsonville Code concerning system development charges and other “housekeeping” items.	
Staff Recommendation: Staff recommends that Council adopt Ordinance No. 816 on first reading.		
Recommended Language for Motion: I move to approve Ordinance No. 816 on first reading.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Whether to adopt changes to Chapter 11 of the Wilsonville Code (“WC”) regarding revisions to and updates of Chapter 11 of the Wilsonville Code regarding system development charges (“SDCs”) and other fees. The Ordinance and revised Chapter 11 are attached hereto at **Attachment A**.

EXECUTIVE SUMMARY:

In 2018, the League of Oregon Cities updated its model SDC code. That publication prompted City staff to examine Wilsonville Code (WC) Chapter 11, "Fees," to determine whether the SDC provisions and other sections within Chapter 11 needed updating. Upon examination, City staff found several provisions that needed to be updated and other staff recommended updates to provisions that have proven to be problematic. The last revision to Chapter 11 occurred in 1994.

Staff previously provided staff reports and presentations at Council work sessions on March 18, 2019 and May 20, 2019. Those staff reports are incorporated by reference. This Staff Report provides information regarding the change made to WC 11.080(6) based on Council feedback provided at the work session on May 20, 2019.

Council requested staff further investigate other cities' codes regarding system development charges and the provision of installment payment agreements or deferral options. City of Gresham was one of particular note raised by Mayor Knapp. Staff contacted other cities, including Gresham, and conducted additional research of other cities' codes. Staff found that other cities, including Gresham, do not include provisions of installment agreements or deferrals in their respective Codes. Instead, the more common practice is to adopt specific SDC programs by resolution. From a practical perspective, a resolution makes more sense for this type of program because such SDC programs tend to change based on the state of the economy.

In the case of Gresham, its Code includes language that allows the Council to adopt, by resolution, programs that allow deferrals of SDCs. Currently Gresham allows deferrals of SDCs only until issuance of the occupancy permit and requires payment of a loan fee as a part of their program. At present, Gresham does not have an installment program or a waiver program.

Based on the foregoing and in order to be able to finally complete Chapter 11, which contains important Code updates and clarifications, staff recommends removal of specific deferral language from within the Code itself and instead suggests including language, very similar to Gresham's, stating the City Council may elect to create a deferral program by separate resolution. A redline showing this proposed change to subsection WC 11.080(6) is attached hereto as **Attachment B**.

Following passage of Chapter 11, City Council can next undertake passage of any deferral or financing program for SDCs it deems appropriate and will have more time to consider a variety of options. This item can be placed on an upcoming work session for Council discussion. Staff will prepare a menu of items already discussed by Council as a starting point for that discussion.

EXPECTED RESULTS:

Clearer standards for establishing, collecting, and expending SDCs.

TIMELINE:

A public hearing on revisions to Chapter 11 was scheduled for May 20, 2019 and was continued to June 17, 2019, with a second reading currently scheduled for July 1, 2019. Staff recommend setting the effective date for September 3, 2019 to allow for public outreach and staff training for handling SDC credit certificates.

CURRENT YEAR BUDGET IMPACTS:

N/A

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 6/7/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 6/11/2019

Deferral programs tend to change with the times and economy. Enacting a deferral agreement, if one is desired, by resolution rather than Ordinance makes better legal sense.

COMMUNITY INVOLVEMENT PROCESS:

Staff included information in the July Boones Ferry Messenger, in addition to standard public posting for a public hearing.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Clearer standards for applicants and developers regarding the payment of SDCs and how to apply for and use SDC credits.

ALTERNATIVES:

Retain Chapter 11 as currently drafted.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Ordinance No. 816
- B. Redline showing the changes (installment payment section addition) between May 20, 2019 draft of Chapter 11 and current draft of Chapter 11

ATTACHMENT

ORDINANCE NO. 816

AN ORDINANCE OF THE CITY OF WILSONVILLE REPEALING AND REPLACING WILSONVILLE CODE CHAPTER 11 – FEES.

WHEREAS, the State of Oregon prescribes the general requirements for collection of systems development charges (SDCs) for capital improvement projects pursuant to Oregon Revised Statutes (ORS) 223.297 through 223.314; and

WHEREAS, Chapter 11 of the Wilsonville Code (WC) governs the City’s collection of certain fees, including SDCs; and

WHEREAS, WC Chapter 11 has not been amended since 1994; and

WHEREAS, in addition to the SDC provisions in Chapter 11, other provisions are outdated or obsolete;

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

1. The above recitals are incorporated by reference as if fully set forth herein.
2. Wilsonville Code Chapter 11, Fees, is repealed and replaced with Attachment 1, attached hereto and incorporated by reference as if fully set forth herein.
3. The City Recorder shall conform these amendments to the City’s code format and correct any scrivener’s errors.
4. This Ordinance shall become effective on September 3, 2019.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the ____ day of _____, 2019, and scheduled for a second reading at a regular meeting of the Council on _____, commencing at the hour of 7 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 _____, 2019, by the following votes: Yes: ____ No: ____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor the ____ day of _____, 2019.

TIM KNAPP, MAYOR

SUMMARY OF VOTES:

- Mayor Knapp
- Council President Akervall
- Councilor Stevens
- Councilor Lehan
- Councilor West

Attachments:

Attachment 1 – Chapter 11, System Development Charges

WILSONVILLE CODE

CHAPTER 11 – FEES

SYSTEM DEVELOPMENT CHARGES

- 11.000 Purpose
- 11.010 Scope
- 11.020 Definitions
- 11.030 System Development Charge Established
- 11.040 Methodology
- 11.050 Authorized Expenditures
- 11.060 Expenditure Restrictions
- 11.070 Improvement Plan
- 11.080 Collection of Charge
- 11.090 Exemptions
- 11.100 Credits
- 11.110 Notice
- 11.120 Segregation and Use of Revenue
- 11.130 Refunds
- 11.140 Implementing Regulations; Amendments
- 11.150 Appeal Procedure
- 11.160 Prohibited Connection
- 11.170 Penalty
- 11.180 Severability
- 11.190 Classification

CITY LIEN DOCKET SEARCH

- 11.200 Fee for Search of City’s Lien Docket

LAND USE AND SITE DEVELOPMENT

- 11.300 Land Use and Site Development Fees

PARK USE

- 11.400 Park Use Fees

SYSTEM DEVELOPMENT CHARGES

11.000 Purpose. The purpose of the System Development Charge (SDC) is to impose an equitable share of the public costs of Capital Improvements for water, sewers and wastewater drainage, streets, flood control, and parks upon those parties undertaking Developments and redevelopments that add to the need for or increase the demands on all or any of the foregoing.

11.010 Scope. The System Development Charges imposed by this Chapter 11 are separate from and in addition to any applicable tax, assessment, charge, fee in lieu of assessment, exaction, dedication, or fee otherwise provided by law or imposed as a condition of Development approval application.

11.020 Definitions. For purposes of this Chapter 11, the following terms are defined as follows:

(1) “Applicant” means the party who applies for a permit listed in WC 11.080 below who is subject to SDCs because the Applicant’s Development creates the need for or increases the demands on the City’s sewer, water, stormwater drainage, parks, and/or transportation systems.

(2) “Business Days” means days of the week excluding Saturdays, Sundays, and legal holidays observed by the City.

(3) “Capital Improvement” means public facilities or assets used for the following:

(a) Water supply, treatment, and distribution;

(b) Wastewater collection, transmission, treatment, and disposal;

(c) Stormwater system for collection, treatment, drainage, transmission, and flood control;

(d) Transportation, including, but not limited to, streets, sidewalks, bicycle lanes, multi-use paths, street lights, traffic signs and signals, pavement markings, street trees, swales, public transportation, vehicle parking, and bridges; or

(e) Parks and recreation, including, but not limited to, community parks, public open space and trail systems, recreational buildings, courts, fields, and other like facilities.

(4) “Capital Improvement” does not include costs of the operation or routine maintenance of Capital Improvements.

(5) “City Manager” means the City Manager for the City of Wilsonville or the City Manager’s duly authorized representative.

(6) “Community Development Director” means the Community Development Director for the City of Wilsonville or the Community Development Director’s duly authorized representative.

(7) “Development” means all improvements on a site, including buildings, other

structures, parking and loading areas, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities, any building permit resulting in increased usage of Capital Improvements, and any new connection or increased size connection for a Capital Improvement. Development includes the redevelopment of property. Development also includes improved open areas such as plazas and walkways but does not include natural geologic forms or unimproved lands.

(8) “Qualified Public Improvement” means a Capital Improvement that is required as a condition of Development approval, identified in a plan and list adopted pursuant to WC 11.070 and either:

- (a) Not located on or continuous to property that is the subject of Development approval; or
- (b) Located in whole or in part on or contiguous to property that is the subject of Development approval and required to be built larger or with greater capacity than is necessary for the particular Development project to which the Improvement Fee is related.

(9) “System Development Charge” (“SDC”) means:

(a) A Reimbursement Fee (defined in (ii) below), an Improvement Fee (defined in (i) below), or a combination thereof, assessed or collected at the time of increased usage of a Capital Improvement or the issuance of a Development permit, building permit, or connection to the Capital Improvement.

- i. “Improvement Fee” means a SDC for costs associated with Capital Improvements to be constructed after the date the fee is adopted pursuant to Section 11.030 of this Chapter 11.
- ii. “Reimbursement Fee” means a SDC for costs associated with Capital Improvements already constructed, or under construction when the fee is established, which the City Council determines can be equally imposed.

(b) The portion of a sewer or water system connection charge that is greater than the amount necessary to reimburse the City for its average cost of inspecting and installing connections with water and sewer facilities.

(10) “System Development Charge” does not include any fees assessed or collected as part of a Local Improvement District or a charge in lieu of a local improvement district assessment, or the cost of complying with requirements or conditions imposed upon a land use decision, expedited land use decision, or limited land use decision.

11.030 System Development Charge Established.

(1) SDCs will be established and may be revised by resolution of the City Council. The resolution will set the amount of the SDC through a methodology developed pursuant to Section 11.040, the type of permit to which the charge applies, and, if the charge applies to a

geographic area smaller than the entire city, the geographic area subject to the charge. Changes in the SDCs shall also be adopted by resolution, except those changes resulting solely from inflationary cost impacts. Inflationary cost impacts shall be based on the yearly changes to the applicable index established each March 1; any changes measured and calculated by the Community Development Director will be implemented each July 1 and charged accordingly. Such calculations will be based upon Pacific Northwest Construction cost changes in the Engineering News Record Construction Cost Index (ENR Index) as represented by the City of Seattle, Washington, or other index that replaces the ENR Index. Notwithstanding the foregoing, the inflationary amount of each SDC may also be calculated as stated in the SDC methodology approved by City Council pursuant to WC 11.040.

(2) Unless otherwise exempted by the provisions of this Chapter, or by other local or state law, an SDC is hereby imposed upon all Development within the City, upon issuance of the type of permit described in Section 11.080, or upon the act of making a connection to the city water or sewer system within the City, as described in Section 11.080, and upon all Development outside the boundary of the City that connects to or otherwise uses the sewer facilities, storm sewers, or water facilities of the City. In lieu of payment being made as required under Section 11.080, the owner of the land on which the improvement will be located may enter into an agreement to pay the SDC in semiannual installments, as authorized by ORS 223.208. The obligation to pay the SDC pursuant to ORS 223.208 shall be secured by a lien against the property upon which the improvement will be located. The lien shall be entered into the City's lien docket and may be collected in the same manner as allowed by law for collection of assessment liens.

(3) When imposing a SDC for Development that requires a building permit, the date of a complete building permit application, as identified on the building permit application, is the effective date of the SDC that will be calculated, consistent with Section (1) above. For clarity, the adopted SDC methodologies that exist at the time the building permit application is deemed complete by the City will be the methodologies used to calculate SDCs. All other SDCs owed to the City will be calculated using the methodology(ies) in effect at the time the SDCs are due and payable to the City under Section 11.080.

11.040 Methodology.

(1) The methodology used to establish or modify a Reimbursement Fee shall promote the objective of future system users contributing no more than an equitable share to the cost of existing facilities and be available for public inspection. The methodology used to establish or modify a Reimbursement Fee shall, where applicable, be based on:

- (a) Ratemaking principles employed to finance publicly owned Capital Improvements;
- (b) Prior contributions by existing users;
- (c) Gifts or grants from federal or state government or private persons;
- (d) The value of unused capacity available to future system users or the cost of the existing facilities; and

(e) Other relevant factors identified by the City Council.

(2) The methodology used to establish or modify an Improvement Fee shall, where applicable, demonstrate consideration of the estimated cost of projected Capital Improvements identified in an improvement plan (*see* Section 11.070) that are needed to increase the capacity of the systems to which the fee is related. The methodology shall be calculated to obtain the cost of Capital Improvements for the projected need for available system capacity for future system users.

(3) The methodology used to establish or modify a Reimbursement Fee or Improvement Fee shall be contained in a resolution adopted by the City Council.

11.050 Authorized Expenditures.

(1) Reimbursement Fees shall be spent on Capital Improvements associated with the systems for which the fees are assessed, including expenditures relating to repayment of indebtedness.

(2) Improvement Fees shall be spent on capacity increasing Capital Improvements, including expenditures relating to repayment of debt for such improvements. An increase in system capacity may be established if a Capital Improvement increases the level of performance or service provided by existing facilities or provides new facilities. The portion of the improvements funded by Improvement Fees must be related to the need for increased capacity to provide service for future users.

11.060 Expenditure Restrictions.

(1) SDCs may not be expended for costs associated with the construction of administrative office facilities that are more than an incidental part of other Capital Improvements or for the expenses of the operation or maintenance of the facilities constructed with SDC revenues.

(2) Any Capital Improvement being funded wholly or in part with SDC revenues must be included in the plan and list adopted by the City Council pursuant to ORS 223.309 and Section 11.070 of this Chapter.

(3) SDC proceeds may only be expended on Capital Improvements included on a list of Capital Improvements that the City intends to fund, in whole or in part, with SDC revenues, including the cost of compliance with this Chapter; development of the Improvement Plans or master plans; development of methodologies; annual accounting of SDC expenditures; debt repayment; engineering, design, and construction; other administrative costs; and related expenses.

11.070 Improvement Plan.

(1) Prior to the establishment of a SDC, the City Council shall prepare a Capital Improvement plan, public facilities plan, master plan, or other comparable plan that includes:

(a) A list of the Capital Improvements that the City Council intends to fund, in whole or in part, with revenues from SDCs; and

(b) The estimated cost and time of construction of each improvement and the percentage of that cost eligible to be funded with SDCs.

(2) In adopting a plan under Section 11.070(1), the City Council may incorporate by reference all or a portion of any Capital Improvement plan, public facilities plan, master plan, or other comparable plan that contains the information required by this Section.

(3) The City Council may modify such plan and list, as described in Section 11.070(1), at any time. If a SDC will be increased by a proposed modification to the list to include a capacity increasing public improvement, the City Council will:

(a) At least thirty (30) calendar days prior to the adoption of the proposed modification, provide written notice to persons who have requested notice pursuant to Section 11.110;

(b) Hold a public hearing if a written request for a hearing is received within seven (7) Business Days of the date of the proposed modification.

(4) A change in the amount of a Reimbursement Fee or an Improvement Fee is not a modification of the SDC if the change in amount is based on:

(a) A change in the cost of materials, labor, or real property applied to projects or project capacity, as set forth on the list adopted pursuant to Section 11.070(1);

(b) The periodic application of one or more specific cost indexes or other periodic data sources. A specific cost index or periodic data source must be:

- 1) A relevant measurement of the average change in prices or costs over an identified time period for materials, labor, real property, or a combination of the three;
- 2) Published by a recognized organization or agency that produces the index or data source for reasons that are independent of the SDC methodology; and
- 3) Incorporated as part of the established methodology or identified and adopted by the City Council in a separate resolution, or if no other index is identified in the established methodology, then the index stated in Section 11.030(1).

11.080 Collection of Charge.

(1) The SDC is due and payable upon the issuance of the following:

(a) A building permit;

(b) Any other Development or connection permit not requiring the issuance of a building permit, including, but not limited to a permit or approval to connect to or upsize connection(s) related to City infrastructure; or

(c) A right-of-way access permit.

(2) If no building, Development, or connection permit is required but there is an increased impact of one or more Capital Improvement due to a new or changed use, the SDC is payable at the time the usage of the Capital Improvement is increased based on changes in the use of that property, unrelated to seasonal or ordinary fluctuations in usage.

(3) If Development is commenced or connection is made to any City systems without an appropriate permit, the SDC is immediately due and payable at the rate currently assessed by the City, and it will be unlawful for anyone to continue with the construction or associated use until the SDC has been paid.

(4) The City shall collect the applicable SDC from the permittee when a permit that allows building or Development of a parcel is issued or when a connection to any City infrastructure is made.

(5) The City shall not issue such permit or allow such connection until the charge has been paid in full or unless an exemption is granted pursuant to Section 11.090.

(6) Deferral and/or City Financing of System Development Charges. The Council, by resolution, may establish a program for the deferral and/or financing of system development charges by the City consistent with good business practices, Oregon law, and the goal of promoting economic development.

11.090 Exemptions.

(1) Additions to single-family dwellings, including Accessory Dwelling Units, as defined in Wilsonville Code Chapter 4, are exempt from all portions of the SDC.

(2) An alteration, addition, replacement, or change in use that does not increase the use of the public improvement facility are exempt from all portions of the SDC.

11.100 Credits.

(1) The City will grant to an Applicant a credit against any Improvement Fee assessed when the Applicant constructs or dedicates a Qualified Public Improvement as part of the Development. The Applicant bears the burden of evidence and persuasion in establishing entitlement to a SDC credit and the amount of SDC credit in accordance with the requirements of this Section. The initial determination on all credit requests shall be made by the City Manager or Community Development Director.

(2) SDC Credit Application. To obtain a SDC credit, the Applicant must make the request, in writing, to the Community Development Director prior to constructing or dedicating a Qualified Public Improvement. In the request, the Applicant must state the following:

- (a) Identify the improvement for which the credit will be sought;
- (b) Explain how the improvement will be a Qualified Public Improvement; and
- (c) Document, with credible evidence, the estimated value of the improvement for which credit will be sought. Applicable soft costs for engineering design, project management, permitting, and testing may be allowed as approved by

the Community Development Director.

(3) The City will evaluate a request for credit and will either approve, modify, or reject the proposed Qualified Public Improvement project as part of the Applicant's Development review approval conducted by the City pursuant to Wilsonville Code Chapter 4. The City will specify in the conditions of approval, for the Applicant's Development, any Qualified Public Improvements and will further state that the Applicant is required to submit the information stated in subsection (4) below to obtain SDC credits.

(4) SDC Credit Confirmation. Upon completion and inspection by the City accepting the Qualified Public Improvement, the Applicant must submit to the Community Development Director the following information to confirm the completion of the Qualified Public Improvement and the actual cost to the Applicant for constructing the Qualified Public Improvement:

- (a) The name of the Applicant;
- (b) The improvement for which the credit is sought;
- (c) The condition of approval contained within the City's Development approval that includes the improvement;
- (d) The date(s) the City inspected the improvement and approved the construction of the improvement;
- (e) Documentation, with supporting credible evidence, of the actual cost to the Applicant for constructing the Qualified Public Improvement;
- (f) The date of the submission along with the Applicant's signature; and
- (g) A "Certification of Completion and Payment of Subcontractors and Suppliers."

(5) SDC Credit Certificate. The City will verify the amount of credit the Applicant is entitled to receive no later than thirty (30) days after its receipt of the SDC credit confirmation documents required in subsection (4) above. The City may require, in its sole discretion, additional time if the Applicant's confirmation documents are insufficient to verify the amount of the SDC credit. Upon verification, the City will issue a credit certificate to the Applicant in the amount determined by the City.

- (a) The credit certificate shall contain, at a minimum, the following information:
 - 1) The name of the Applicant and the project to which the improvement giving rise to the credit is related;
 - 2) The SDC to which the credit may be applied;
 - 3) The issue date and the expiration date;
 - 4) The amount of the credit given;

- 5) A place for entry of reduced SDC credit amounts as the SDC credits are used by the Applicant; and
 - 6) The original signature of the City Manager, the Finance Director, and the Community Development Director.
- (b) The SDC credit shall be an amount equal to the fair market value of the improvement. Fair market value shall be determined by the City based on credible evidence of the following:
- 1) For real property, value shall be based upon a written appraisal of fair market value by a qualified Member of the Appraisal Institute (MAI) appraiser based upon comparable sales of similar property between unrelated parties in an arms-length transaction;
 - 2) For a Qualified Public Improvement already constructed, value shall be based on the actual cost of construction as verified by contract documents and receipts submitted by the Applicant;
 - 3) For a Qualified Public Improvement located on, or contiguous to, the site of the Development, only the over-capacity portion, as described in the definition of Qualified Public Improvement, is eligible for SDC credit. There is a rebuttable presumption that the over-capacity portion of such a Qualified Public Improvement is limited to the portion constructed larger, or of greater capacity, than the City's minimum standard facility capacity or size needed to serve the particular Development.

(6) Form of Credit and Limitation on Use. When given, SDC credits will be for a particular dollar value as a credit against a SDC assessed on a Development. The party named on the SDC credit certificate issued pursuant to subsection (5) above must provide the SDC credit certificate to the City at the time payment of SDCs is due to use the SDC credits. Credits may only be used to defray or pay the SDC for the particular Capital Improvement system to which the Qualified Public Improvement is related, e.g., credit from a Qualified Public Improvement for sewer may only be used to pay or defray a sewer SDC. When an Applicant utilizes the SDC credits stated in the SDC credit certificate, the City will note on the SDC credit certificate the new balance of the SDC credits and the effective date of the new balance. SDC credit certificates are not refundable for cash or any other thing of value, except as provided in subsection (6)(b) below.

- (a) SDC Credit Transfers. If the Applicant does not utilize the entire balance of the SDC credit, the Applicant may carry-forward the balance to a future project, or may transfer the SDC credit to another developer by submitting a written request with the SDC credit certificate to the City, which request must be signed by the Applicant and the other party seeking to obtain the SDC credits. If SDC credits are transferred to another party, the amount of the remaining SDC credits being transferred will be reduced by twenty-five (25) percent. The City will issue a new SDC credit certificate to the other party.

- (b) SDC Refund Check. If the City Manager requests that a developer complete a Qualified Public Improvement, the City may opt, in its sole discretion, to provide a refund of SDCs collected for the type of Qualified Public Improvement by issuing a check to the developer. Such a refund must be approved by the City Council if the refund exceeds one hundred thousand dollars (\$100,000).
- (c) SDC credit certificates are void and of no value if not redeemed with the City for payment of a SDC of the same type of Capital Improvement system for which the credit was issued within ten (10) years of the original date of issuance. Transfers of SDC credit certificates do not restart the ten (10) year term.

(7) SDC Credit Deadline. The Applicant must submit SDC credit confirmation documents pursuant to WC 11.100(4) to the Community Development Director no later than one hundred eighty (180) calendar days after acceptance of the Qualified Public Improvement by the City.

11.110 Notice.

(1) The City will maintain a list of persons who have made a written request for notification prior to adoption or modification of a methodology for any SDC. Written notice will be mailed to persons on the list at least ninety (90) calendar days prior to the first hearing to establish or modify a SDC. The methodology supporting the SDC shall be available at least sixty (60) calendar days prior to the first hearing to adopt or amend a SDC. The failure of a person on the list to receive a notice that was mailed does not invalidate the action of the City.

(2) The City may periodically delete names from the list if the name has been on the list for more than one (1) year, but at least thirty (30) calendar days prior to removing a name from the list, the City must notify the person whose name is to be deleted that a new written request for notification is required if the person wishes to remain on the notification list.

11.120 Segregation and Use of Revenue.

(1) All funds derived from a particular type of SDC are to be segregated by accounting practices from all other funds of the City. That portion of the SDC calculated and collected on account of a specific facility system shall be used for no purpose other than that set forth in Section 11.050.

(2) The Finance Director shall provide the City Council with an annual accounting, by January 1 of each year, for SDCs showing the total amount of SDC revenue collected for each type of facility and the projects funded from each account in the previous fiscal year. A list of the amount spent on each project funded, in whole or in part, with SDC revenue shall be included in the annual accounting.

11.130 Refunds.

(1) Refunds shall be given by the Finance Director upon finding by the Community Development Director that there was a clerical error in the calculation of a SDC or may be given

in accordance with WC 11.100(6)(b).

(2) Refunds shall not be allowed for failure to timely claim a credit under Section 11.100.

11.140 Implementing Regulations; Amendments. The City Council delegates to the City Manager the authority to adopt necessary procedures to implement the provisions of this Chapter 11. All rules developed pursuant to that delegated authority shall be filed with the office of the City Manager and be available for public inspection.

11.150 Appeals; Procedure.

(1) A person challenging the propriety of an expenditure of SDC revenue may appeal the decision or the expenditure to the City Council by filing a written appeal petition with the City Manager, pursuant to Subsection (4) below. An appeal of an expenditure must be filed not later than two (2) years after the expenditure of the SDCs.

(2) A person challenging the propriety of the methodology adopted by the City Council pursuant to Section 11.040 may appeal the decision or the expenditure to the City Council by filing a written appeal petition with the City Manager, pursuant to Subsection (4) below. An appeal petition challenging the adopted methodology shall be filed not later than sixty (60) calendar days from the date of adoption of the methodology.

(3) A person challenging the calculation of a SDC must file a written appeal petition regarding the calculation of the SDC with the City Manager within ten (10) Business Days of assessment of the SDC. The ten (10) Business Day period shall be measured from the date the permit is issued pursuant to WC 11.080.

(4) Any person submitting an appeal petition pursuant to Subsections (1) through (3) above, must describe, with particularity, the basis for the appeal and include:

- (a) The name and address of the appellant;
- (b) The nature of the expenditure, methodology, or calculation being appealed;
- (c) The reason the expenditure, methodology, or calculation is allegedly incorrect; and
- (d) Detailed explanation, with supporting documentation, concerning what the correct determination of the appeal should be or how the correct calculation should be derived.

(5) If the appeal petition is untimely or fails to meet the requirements of Subsection (4) above, the appeal shall be automatically and summarily dismissed by the City Council without a hearing.

(6) If the appeal petition is timely filed and submitted in accordance with Subsection (4) above, the City Council shall order an investigation and direct that within sixty (60) calendar days of receipt of the petition a written report be filed by the Community Development Director recommending appropriate action. Within sixty (60) calendar days of

receipt of said report, the City Council shall conduct a hearing to determine whether the expenditure, methodology, or calculation was proper. The City Council shall provide notice and a copy of the report to the appellant at least fourteen (14) calendar days prior to the hearing. The appellant shall have a reasonable opportunity to present appellant's position at the hearing.

(7) The appellant shall have the burden of proof. Evidence and argument shall be limited to grounds specified in the petition. The City Council shall issue a written decision stating the basis for its conclusion and directing appropriate action to be taken.

(8) The City Council shall render its decision within thirty (30) calendar days after the hearing date, and the decision of the City Council will be final. The decision will be in writing, but written findings shall not be made or required unless the City Council, in its discretion, elects to make findings for precedential purposes. If the City Council determines there was an improper expenditure of SDC funds, the City Council shall direct that a sum equal to the misspent amount be deposited within one (1) year of the date of the decision to the account of the fund from which it was spent.

(9) Any legal action contesting the City Council's decision on the appeal must be filed within sixty (60) calendar days of the City Council's decision. Review of the City Council decision shall be by writ of review pursuant to ORS 34.010 to 34.100.

11.160 Prohibited Connection. No person may connect to the water or sewer systems of the City unless the appropriate SDC has been paid.

11.170 Penalty. Violation of Section 11.160 of this Chapter 11 constitutes a violation and is punishable by a fine not to exceed \$1,000 per day.

11.180 Severability. The provisions of this Chapter 11 are severable, and it is the intention of the City Council to confer the whole or any part of the powers herein provided for. If any clause, section, or provision of this Chapter 11 is declared unconstitutional or invalid for any reason, the remaining portion of this Chapter 11 shall remain in full force and effect and be valid as if such invalid portion had not been incorporated. It is hereby declared that the City Council intends that this Chapter 11 would have been adopted had such an unconstitutional provision not been included.

11.190 Classification. The City Council hereby determines that any charges imposed by this Section (WC 11.000 through WC 11.190) of Chapter 11 are not a tax subject to the property tax limitations of Article XI, Section 11(b), of the Oregon Constitution.

CITY LIEN DOCKET SEARCH

11.200 Fee for Search of City's Lien Docket.

(1) For each certificate of lien or non-lien of the City requested by anyone and issued by the City after first searching the City's Lien Docket to determine whether or not a lot, tract or parcel of real property located within the City is subject to any City lien, there shall be paid to the City a cost recovery fee determined by the City Manager. Such fee shall accompany the request to the City for the lien search or, at the discretion of the City, shall be invoiced to the

person, firm or corporation requesting the lien search upon delivery to the requesting party of the lien or non-lien certificate, payable within thirty (30) calendar days of the invoice date.

(2) Monthly utility bills that are shown to be in arrears may be reported on lien searches for subject property.

(3) All fees received by the City under the provisions of subsection (1) above shall be deposited in the General Fund of the City.

LAND USE AND SITE DEVELOPMENT

11.300 Land Use and Site Development Fees.

(1) The purpose of the fees and charges authorized by the provisions of 11.300(1) - 11.300(3) are to defray actual costs. All such fees and charges shall be paid in full at the time of application and shall be non-refundable, except in the case of a withdrawal prior to the publication of public notice. In cases of withdrawal prior to the publication of public notice, the application fee less any actual publication costs incurred and less fifteen percent (15%) of the fee for initial administrative processing shall be refunded.

(2) Staff Consulting - When considerable staff time is required to provide detailed/or special information to professional consultants, staff time and materials will be charged at actual cost. Procedures for these fees shall be established by the Planning Director and City Manager.

(3) The City Council shall adopt by Resolution, from time to time, fees and charges to defray the City's actual costs in reviewing and processing land use and development permit(s). Such fees and charges may also include actual costs incurred by the City in employing specialized consultants, including but not limited to Traffic Engineers and Wetland Biologists.

PARK USE

11.400 Park Use Fees. The City Council shall by Resolution, from time to time, adopt fees and charges for use of the City's parks and park facilities.

ATTACHMENT B

(2) If no building, Development, or connection permit is required but there is an increased impact of one or more Capital Improvement due to a new or changed use, the SDC is payable at the time the usage of the Capital Improvement is increased based on changes in the use of that property, unrelated to seasonal or ordinary fluctuations in usage.

(3) If Development is commenced or connection is made to any City systems without an appropriate permit, the SDC is immediately due and payable at the rate currently assessed by the City, and it will be unlawful for anyone to continue with the construction or associated use until the SDC has been paid.

(4) The City shall collect the applicable SDC from the permittee when a permit that allows building or Development of a parcel is issued or when a connection to any City infrastructure is made.

(5) The City shall not issue such permit or allow such connection until the charge has been paid in full or unless an exemption is granted pursuant to Section 11.090.

~~(5)(6)~~ Deferral and/or City Financing of System Development Charges. The Council, by resolution, may establish a program for the deferral and/or financing of system development charges by the City consistent with good business practices, Oregon law, and the goal of promoting economic development.

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~~(6) Installment Payments:~~

~~(a) In lieu of payment of SDCs when due, the City Manager may, upon approval by resolution by the City Council, enter into a written agreement with the Applicant for the Applicant to pay up to \$100,000 (the amount being subject to annual adjustment for inflation in accordance with the Consumer Price Index or equivalent economic indicator) of the SDCs owed in bi-annual installment payments if the written agreement is secured by collateral satisfactory to the City Council.~~

~~(b) Interest will be charged at the same rate as the prime rate as published by the Wall Street Journal, or similar national publication in the event the Wall Street Journal no longer exists, plus two (2) percent, the day of the application.~~

~~(c) The City Manager will provide application forms for installment payments and a repayment agreement that must be signed by the Applicant and the City Manager.~~

~~(d) The Applicant for installment payments has the burden of demonstrating the Applicant's authority to assent to the imposition of a lien on the parcel and that Applicant's property interest in the parcel is adequate to secure payment of the lien. The Applicant must obtain prior written consent from any and all lenders, lien holders, and any other holder of any interest in the property.~~

~~(e) The City Manager will record the lien. From the time the lien is recorded, the City will have a lien upon the described parcel for the amount of the SDCs, together with interest on the unpaid balance. The lien will be enforceable in the manner provided in ORS 223.505 to 223.650 or any other method allowed by law.~~

~~(f) The SDCs must be paid in full within two (2) years of the date the SDCs became due and payable.~~

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11.090 Exemptions.

(1) Additions to single-family dwellings, including Accessory Dwelling Units, as defined in Wilsonville Code Chapter 4, are exempt from all portions of the SDC.

(2) An alteration, addition, replacement, or change in use that does not increase the use of the public improvement facility are exempt from all portions of the SDC.

11.100 Credits.

(1) The City will grant to an Applicant a credit against any Improvement Fee assessed when the Applicant constructs or dedicates a Qualified Public Improvement as part of the Development. The Applicant bears the burden of evidence and persuasion in establishing entitlement to a SDC credit and the amount of SDC credit in accordance with the requirements of this Section. The initial determination on all credit requests shall be made by the City Manager or Community Development Director.

(2) SDC Credit Application. To obtain a SDC credit, the Applicant must make the request, in writing, to the Community Development Director prior to constructing or dedicating a Qualified Public Improvement. In the request, the Applicant must state the following:

- (a) Identify the improvement for which the credit will be sought;
- (b) Explain how the improvement will be a Qualified Public Improvement; and
- (c) Document, with credible evidence, the estimated value of the improvement for which credit will be sought. Applicable soft costs for engineering design, project management, permitting, and testing may be allowed as approved by the Community Development Director.

(3) The City will evaluate a request for credit and will either approve, modify, or reject the proposed Qualified Public Improvement project as part of the Applicant's Development review approval conducted by the City pursuant to Wilsonville Code Chapter 4. The City will specify in the conditions of approval, for the Applicant's Development, any Qualified Public Improvements and will further state that the Applicant is required to submit the information stated in subsection (4) below to obtain SDC credits.

(4) SDC Credit Confirmation. Upon completion and inspection by the City accepting the Qualified Public Improvement, the Applicant must submit to the Community Development Director the following information to confirm the completion of the Qualified Public Improvement and the actual cost to the Applicant for constructing the Qualified Public Improvement:

- (a) The name of the Applicant;
- (b) The improvement for which the credit is sought;



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: June 17, 2019</p>	<p>Subject: Ordinance No. 836 – 2nd Reading Zone Map Amendment On Approximately 6.16 Acres Comprising Tax Lots 300 And 500 Of Section 14A, T3S, R1W, Clackamas County, Oregon, Nicoli Pacific, LLC.</p> <p>Staff Member: Cindy Luxhoj, AICP, Associate Planner</p> <p>Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input checked="" type="checkbox"/> Public Hearing Date: June 3, 2019</p> <p><input checked="" type="checkbox"/> Ordinance 1st Reading Date: June 3, 2019</p> <p><input checked="" type="checkbox"/> Ordinance 2nd Reading Date: June 17, 2019</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input type="checkbox"/> Consent Agenda</p>	<p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input type="checkbox"/> Not Applicable</p> <p>Comments: Following their review at the May 13, 2019 meeting, the Development Review Board, Panel A, recommended approval of a Zone Map Amendment for the subject property. The Development Review Board also approved a Stage I Master Plan for development of three speculative industrial/flex buildings totaling approximately 96,000 square feet that is proposed to be developed in three separate phases on the property subject to separate application for Stage II Final Plan and Site Design Review.</p>	
<p>Staff Recommendation: Staff recommends that Council adopt Ordinance No. 836 on second reading.</p>		
<p>Recommended Language for Motion: I move to approve Ordinance No. 836 on second reading.</p>		
<p>Project / Issue Relates To:</p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities</p>	<p><input type="checkbox"/> Adopted Master Plan(s)</p>	<p><input checked="" type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

Council will consider Ordinance No. 836 pertaining to approximately 6.16 acres located south of SW Boeckman Road and east of SW Boberg Road.

EXECUTIVE SUMMARY:

The subject property is designated Industrial in the Wilsonville Comprehensive Plan and currently zoned Residential Agricultural Holding (RA-H). The requested Zone Map Amendment changes the zoning to Planned Development Industrial (PDI) consistent with the Comprehensive Plan with consideration of Design Objectives of Area of Special Concern E (Area E) in which the property is located. Area E is planned for industrial uses, however, there are concerns related to continuity in design and protection of the Walnut Mobile Home Park, also located in Area E and zoned Residential Agricultural Holding (RA-H). The Comprehensive Plan states that “the life of the park can be prolonged through careful design considerations of surrounding development and doing so will help retain one of the City’s affordable housing opportunities”. The subject property is located immediately north of and shares its south property boundary with the mobile home park and, therefore, is subject to these specific design considerations.

The applicant and property owner, Nicoli Pacific, LLC, in addition to the Zone Map Amendment request, has applied for a Stage I Master Plan to develop the subject site with flexible buildings to accommodate multiple industrial users. The Stage I Master Plan is only a “bubble diagram level” of the plan for the site. Due to its speculative nature, development is proposed to occur in three phases with each phase submitted separately for Stage II Final Plan and Site Design Review by the Development Review Board (DRB). The Stage II Final Plan and Site Design Review by the DRB for each phase will look at site layout, building design, traffic, parking, landscaping, screening, and other functional and design components.

EXPECTED RESULTS:

Adoption of Ordinance No. 836.

TIMELINE:

The Zone Map Amendment will be in effect 30 days after ordinance is adoption.

CURRENT YEAR BUDGET IMPACTS:

None.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 5/29/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 5/29/2019

This ordinance only approves a zone change, not any particular development. Specific development plans still need to be presented to and approved by DRB. DRB members have already expressed concern about protection of the Mobile Home Park, as an important affordable housing option for Wilsonville.

COMMUNITY INVOLVEMENT PROCESS:

Staff sent the required public hearing notices and held the required public hearings. Staff made materials regarding the application readily available to the public.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The Zone Map Amendment enables the subject property to be developed as industrial, consistent with the Comprehensive Plan with consideration of Design Objectives of Area of Special Concern E in which the property is located. Rezoning provides more opportunity in the city for industrial office/manufacturing/warehouse use and benefits the local economy. However, rezoning to Planned Development Industrial (PDI) also allows higher intensity development that could result in impacts on residents in the Walnut Mobile Home Park to the south unless adequately landscaped, screened and buffered.

ALTERNATIVES:

The alternatives are to approve or deny the Zone Map Amendment request.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Ordinance No. 836 Zone Map Amendment
 - 1. Zoning Order DB19-0004 Including Legal Description and Sketch Depicting Zone Map Amendment
 - 2. Zone Map Amendment Findings
 - 3. Development Review Board Panel A Resolution No. 362 Recommending Approval of Zone Map Amendment

ORDINANCE NO. 836

AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE RESIDENTIAL AGRICULTURAL HOLDING (RA-H) ZONE TO THE PLANNED DEVELOPMENT INDUSTRIAL (PDI) ZONE WITH SPECIAL CONSIDERATIONS FOR SCREENING AND BUFFERING FROM THE ADJACENT EXISTING RESIDENTIAL USE ON APPROXIMATELY 6.16 ACRES COMPRISING TAX LOTS 300 AND 500 OF SECTION 14A, T3S, R1W, CLACKAMAS COUNTY, OREGON, NICOLI PACIFIC, LLC, APPLICANT/OWNER.

WHEREAS, Nicoli Pacific, LLC, (“Applicant”) has made a development application requesting, among other things, a Zone Map Amendment of the Property; and

WHEREAS, the development application form has been signed by David Nicoli, President and CEO, on behalf of Nicoli Pacific, LLC, owner of real property legally described and shown in Attachment 1, attached hereto and incorporated by reference herein (“Property”); and

WHEREAS, the City of Wilsonville desires to have the property zoned consistent with the Comprehensive Plan Map designation of “Industrial”; and

WHEREAS, the Property is within Comprehensive Plan Area of Special Concern E and, as such, is required to be carefully designed to promote continuity in design with other development in Area of Special Concern E and sufficiently buffer development to minimize disturbance for residents of the Walnut Mobile Home Park; and

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for presentation to the Development Review Board Panel ‘A’ on May 13, 2019, finding that the application met the requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment with conditions related to Comprehensive Plan Area of Special Concern E; and

WHEREAS, the Development Review Board Panel 'A' held a public hearing on the application for a Zone Map Amendment on May 13, 2019, and after taking public testimony and giving full consideration to the matter, adopted Resolution No. 362, which recommends City Council approval with conditions of the Zone Map Amendment request (Case File DB19-0004) and adopts the amended staff report with findings and recommendation, all as placed on the record at the hearing; and

WHEREAS, on June 3, 2019, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record made before the Development Review Board Panel ‘A’, including the Development Review Board Panel ‘A’ and City Council staff reports; took public testimony; and, upon deliberation, concluded that the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code;

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

1. The City Council adopts, as findings and conclusions, the forgoing Recitals and the Zone Map Amendment Findings in Attachment 2, as if fully set forth herein.
2. The official City of Wilsonville Zone Map is hereby amended by Zoning Order DB19-0004, attached hereto as Attachment 1, from the Clackamas County Residential Agricultural Holding (RA-H) Zone to the Planned Development Industrial (PDI) Zone.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the 3rd day of June, 2019, and scheduled for a second reading at a regular meeting of the Council on the 17th day of June, 2019, commencing at the hour of 7:00 P.M. at the Wilsonville City Hall.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 17th day of June, 2019 by the following votes:

Yes: ___ No: ___

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this _____ day of June, 2019.

TIM KNAPP, Mayor

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Stevens

Councilor Lehan

Councilor West

Attachments:

Attachment 1 – Zoning Order DB19-0004 Including Legal Description and Sketch
Depicting Zone Map Amendment

Attachment 2 – Zone Map Amendment Findings

Attachment 3 – Development Review Board Panel ‘A’ Resolution No. 362
recommending approval of Zone Map Amendment with Conditions

**BEFORE THE CITY COUNCIL OF
THE CITY OF WILSONVILLE,
OREGON**

In the Matter of the Application of)
Nicoli Pacific, LLC, for a Rezoning)
of Land and Amendment of the) **ZONING ORDER DB19-0004**
City of Wilsonville Zoning Map)
Incorporated in Section 4.102 of the)
Wilsonville Code.)

The above-entitled matter is before the Council to consider the application of DB19-0004, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

The Council finds that the subject property (“Property”), legally described and shown on the attached legal description and sketch, has heretofore appeared on the Clackamas County zoning map Residential Agricultural Holding (RA-H).

The Council having heard and considered all matters relevant to the application for a Zone Map Amendment, including the Development Review Board Panel ‘A’ record and recommendation, finds that the application should be approved.

THEREFORE IT IS HEREBY ORDERED that the Property, consisting of approximately 6.16 acres on the south side of SW Boeckman Road east of SW Boberg Road comprising Tax Lots 300 and 500, of Section 14A, as more particularly shown and described in the attached legal description and sketch, is hereby rezoned to Planned Development Industrial (PDI), subject to conditions detailed in this Order’s adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order.

Dated: This 17th day of June, 2019.

TIM KNAPP, MAYOR

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney

Attachment 1

ATTEST:

Kimberly Veliz, City Recorder

Attachment: Legal Description and Sketch Depicting Land/Territory to be Rezoned

Attachment 1

Legal Description

Parcel I:

Lot 4, BOBERG, in the City of Wilsonville, County of Clackamas and State of Oregon.

EXCEPTING THEREFROM that portion conveyed to Clackamas County for road purposes by deed recorded March 12, 1914, in Book 134, page 423, Deed Records; and EXCEPTING THEREFROM those portions conveyed to the State of Oregon for highway purposes by deeds recorded November 5, 1951, in Book 450, page 376, Deed Records, and March 4, 1953 in Book 466, page 188, Deed Records, Clackamas County, Oregon.

ALSO EXCEPTION THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by deed recorded March 26, 1969 as No. 69-4949

Parcel II:

Lot 5, BOBERG, in the City of Wilsonville, County of Clackamas and State of Oregon.

EXCEPTING THEREFROM that certain tract of land conveyed to the State of Oregon by deed recorded June 29, 1951 in Book 446, page 64, Deed Records of Clackamas County, Oregon.

Attachment 1

Ordinance No. 836 Attachment 2
Zone Map Amendment Findings

Industrial Focus

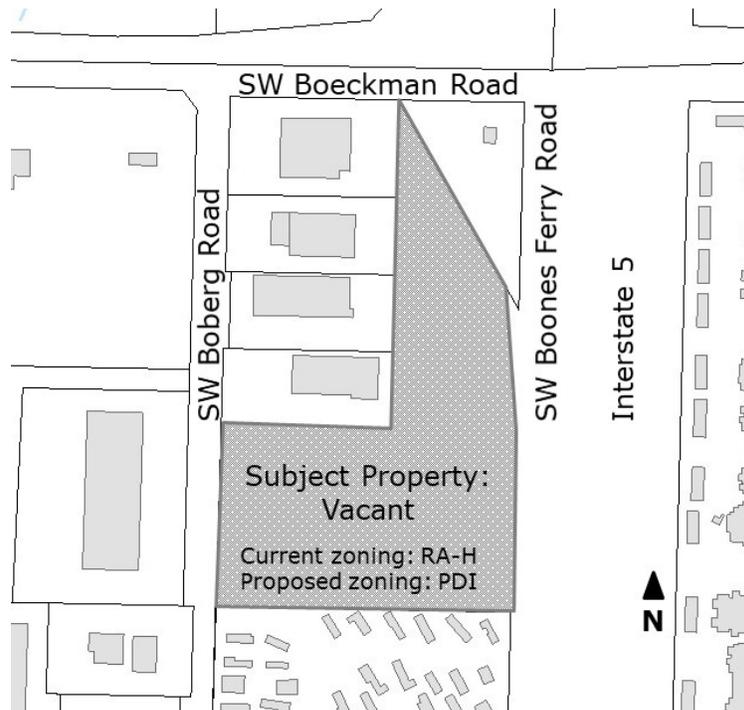
City Council
Quasi-Judicial Public Hearing

Hearing Date:	June 3, 2019
Date of Report:	May 27, 2019
Application Nos.:	DB19-0004 Zone Map Amendment
Request/Summary:	The request before the City Council is a Zone Map Amendment for approximately 6.16 acres.
Location:	Two undeveloped parcels located south of SW Boeckman Road, east of SW Boberg Road. The property is specifically known as Tax Lots 300 and 500, Section 14A, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon
Owner/Applicant:	Nicoli Pacific, LLC (Contact: David Nicoli)
Applicant's Representative:	CIDA Architects & Engineers (Contact: Gavin Russell)
Comprehensive Plan Designation:	Industrial
Zone Map Classification (Current):	RA-H (Residential Agricultural Holding)
Zone Map Classification (Proposed):	PDI (Planned Development Industrial)
Staff Reviewers:	Cindy Luxhoj AICP, Associate Planner
Staff Recommendation:	<u>Adopt</u> the requested Zone Map Amendment with Conditions.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.008	Application Procedures-In General
Section 4.009	Who May Initiate Application
Section 4.010	How to Apply
Section 4.011	How Applications are Processed
Section 4.014	Burden of Proof
Section 4.029	Zoning to be Consistent with Comprehensive Plan
Section 4.031	Authority of the Development Review Board
Section 4.033	Authority of the City Council
Subsection 4.035 (.04)	Site Development Permit Application
Subsection 4.035 (.05)	Complete Submittal Requirement
Section 4.110	Zones
Section 4.117	Standards Applying to Industrial Development in All Zones
Section 4.118	Standards Applying to Planned Development Zones
Section 4.120	Zones, RA-H Residential Agricultural Holding Zone
Section 4.135	Planned Development Industrial (PDI) Zone
Section 4.197	Zone Changes
<u>Other Planning Documents:</u>	
Wilsonville Comprehensive Plan	

Vicinity Map



Summary:

Zone Map Amendment (DB19-0004)

The subject property is designated Industrial in the Wilsonville Comprehensive Plan and currently zoned Residential Agricultural Holding (RA-H). The requested Zone Map Amendment changes the zoning to Planned Development Industrial (PDI) consistent with the Comprehensive Plan with consideration of Design Objectives of Area of Special Concern E in which the property is located. The Design Objectives relate to protection of the Walnut Mobile Home Park located immediately south of the subject site.

Conclusion and Conditions of Approval:

Staff and the Development Review Board Panel 'A' recommend approval with the following conditions:

Request A: DB19-0004 Zone Map Amendment

PDA 1.	The proposed project shall be carefully designed to promote continuity in design with other development in Comprehensive Plan Special Area of Concern E and sufficiently buffered to minimize disturbance for residents of the Walnut Mobile Home Park immediately south of the subject property. See Findings A1 and A3.
PDA 2.	The proposed project shall be designed to minimize traffic (truck) conflicts with residential activities, including pedestrians. See Finding A4.

Findings:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General
Section 4.008

The application is being processed in accordance with the applicable general procedures of this Section.

Initiating Application
Section 4.009

The application has the signatures of David Nicoli, Nicoli Pacific, LLC (property owner) and Gavin Russell, CIDA Architects & Engineers, an authorized signer for the property owner.

Pre-Application Conference

Subsection 4.010 (.02)

The City held a Pre-application conference (PA18-0007) on August 16, 2018, in accordance with this subsection.

Lien Payment before Approval

Subsection 4.011 (.02) B.

No applicable liens exist for the subject property. The application can thus move forward.

General Submission Requirements

Subsections 4.035 (.04) A. and 4.035 (.05)

The applicant has provided all of the applicable general submissions and the application was deemed complete on March 26, 2019.

Zoning-Generally

Section 4.110

The subject property is zoned Residential Agricultural Holding (RA-H). The requested Zone Map Amendment would change the zoning to Planned Development Industrial (PDI) consistent with the Comprehensive Plan designation of Industrial subject to special considerations of Area of Special Concern E.

Request A: DB19-0004 Zone Map Amendment

As described in the Findings below, the request meets the applicable criteria or will by Conditions of Approval.

Comprehensive Plan

Areas of Special Concern-Area E-Summary and Special Considerations

- A1.** The subject property is located in Area of Special Concern E (Area E), an area planned for industrial use between Boeckman Road and Barber Street, from Boones Ferry Road to the railroad tracks. Primary concerns for Area E relate to continuity in design and protection of the Walnut Mobile Home Park. The Plan states that “the life of the park can be prolonged through careful design considerations of surrounding development and doing so will help retain one of the City’s affordable housing opportunities”. The subject property is located immediately north of and shares its south property boundary with the mobile home park and, therefore, is subject to these specific design considerations. This requirement is satisfied or will be satisfied by Condition of Approval PDA 1.

Areas of Special Concern-Area E-Consolidation of Smaller Lots

Design Objective 1

- A2.** The applicant proposes to develop two smaller lots (Tax Lots 300 and 500) as one consolidated Stage I Master Plan consistent with this Design Objective.

Areas of Special Concern-Area E-Buffers to Mobile Home Park

Design Objective 2

- A3.** A condition of approval for the Zone Map Amendment is that the proposed project be carefully designed to promote continuity in design with other development in Area E and that adequate buffering be included in the site design to minimize disturbance for residents of the Walnut Mobile Home Park immediately south of the subject property. This requirement is satisfied or will be satisfied by Condition of Approval PDA 1 (see Finding A1).

Areas of Special Concern-Area E-Minimize Traffic (Truck) Conflicts

Design Objective 3

- A4.** The applicant proposes two driveway entrances on SW Boberg Road, one of which would be located within 30 feet of the south property line and adjacent to the Walnut Mobile Home Park. It is anticipated that there will be substantial truck traffic associated with the applicant's business (providing shoring equipment to the construction industry) and potentially additional traffic associated with other business that may locate in the industrial/flex buildings proposed for the site. To comply with this Design Objective, the proposed development must be designed to minimize traffic (truck) conflicts with residential activities, including pedestrians. This requirement is satisfied or will be satisfied by Condition of Approval PDA 2.

Development Code

Zoning Consistent with Comprehensive Plan

Section 4.029

- A5.** The applicant is applying for a zone change from RA-H to PDI, consistent with the Comprehensive Plan designation of Industrial, concurrently with a Stage I Master Plan for the entirety of the subject property. As discussed above, the subject property is located in Special Area of Concern E in the Comprehensive Plan, which requires special consideration to design of development surrounding the Walnut Mobile Home Park, adequate buffering, and reduced traffic (truck) conflicts with residential activities. This requirement is satisfied or will be satisfied by Conditions of Approval PDA1 and PDA2.

Base Zones

Subsection 4.110 (.01)

- A6.** The requested zoning designation of Planned Development Industrial (PDI) is among the base zones identified in this subsection.

Planned Development Industrial (PDI) Zone

Purpose of PDI

Subsection 4.135 (.01)

A7. The zoning will allow a variety of industrial operations and associated uses such as those proposed by the applicant consistent with the purpose stated in this subsection.

Uses Typically Permitted

Subsection 4.135 (.03)

A8. The proposed zoning will allow only uses such as those proposed by the applicant including office-technology, headquarters, manufacturing and warehousing, consistent with the list established in this subsection.

Zone Change Procedures

Subsection 4.197 (.02) B. and C. 1.

A9. The request for a Zone Map Amendment has been submitted as set forth in the applicable code sections including Section 4.008, Subsection 4.197 (.02) B. and C. and Section 4.140.

Conformance with Comprehensive Plan Map, etc.

Subsection 4.197 (.02) C. 2.

A10. The proposed Zone Map Amendment is consistent with the Comprehensive Map designation of Industrial with consideration given to Design Objectives for Special Area of Concern E in the Comprehensive Plan (see Findings A1 through A5 and Conditions of Approval PDA1 and PDA2).

Public Facility Concurrency

Subsection 4.197 (.02) C. 4. and C. 8.

A11. Based on existing nearby utilities and utility master plans, and the Transportation System Plan, necessary facilities are or can be made available for development of the subject property consistent with the proposed zoning. A preliminary review of the application materials appears to confirm the site can be adequately served by streets and utilities. Details of required street and utility connections and improvements will be established with review of subsequent applications.

Impact on Significant Resource Overlay Zone (SROZ) Areas

Subsection 4.197 (.02) C. 5.

A12. No SROZ areas or identified natural or geologic hazards are located within the area to be rezoned.

Development within 2 Years

Subsection 4.197 (.02) C. 6.

A13. The applicant has submitted a phasing schedule that anticipates Phase 1 development in 2019 with subsequent Phases 2 and 3 development occurring in 2024 and 2029, respectively,

depending on market demand. Thus development is expected to start within two (2) years of the initial approval of the zone change. In the scenario where the applicant or their successors do not start development within two (2) years, thus allowing related land use approvals to expire, the zone change shall remain in effect.

DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 362

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF A ZONE MAP AMENDMENT FROM RESIDENTIAL AGRICULTURAL HOLDING (RA-H) ZONE TO PLANNED DEVELOPMENT INDUSTRIAL (PDI) ZONE, AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I MASTER PLAN FOR THREE INDUSTRIAL/FLEX BUILDINGS TOTALING APPROXIMATELY 96,000 SQUARE FEET. THE SUBJECT SITE IS LOCATED ON TAX LOTS 300 AND 500 OF SECTION 14A, TOWNSHIP 3 SOUTH, RANGE 1 WEST, CLACKAMAS COUNTY, OREGON. GAVIN RUSSELL, CIDA ARCHITECTS & ENGINEERS – REPRESENTATIVE FOR DAVID NICOLI, NICOLI PACIFIC LLC – OWNER.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the Planning Staff has prepared the staff report on the above-captioned subject dated May 6, 2019, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a scheduled meeting conducted on May 13, 2019, at which time exhibits, together with findings and public testimony were entered into the public record, and

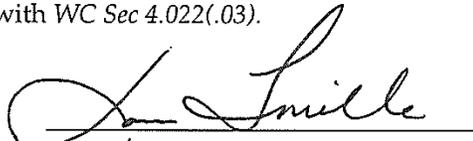
WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated May 6, 2019, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:

DB19-0004 and DB19-0005; Zone Map Amendment, and Stage I Master Plan.

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 13th day of May, 2019 and filed with the Planning Administrative Assistant on May 14, 2019. This resolution is final on the 15th calendar day after the postmarked date of the written notice of decision per WC Sec 4.022(.09) unless appealed per WC Sec 4.022(.02) or called up for review by the council in accordance with WC Sec 4.022(.03).



Joanne Linville, Chair - Panel A
Wilsonville Development Review Board

Attest:



Shelley White, Planning Administrative Assistant

2018 Environmental Impact

City of Wilsonville

You have made a positive impact on our environment through your participation in PGE's Clean WindSM program. Thank you for helping make Oregon a better place for everyone.

1,031,496 kWh

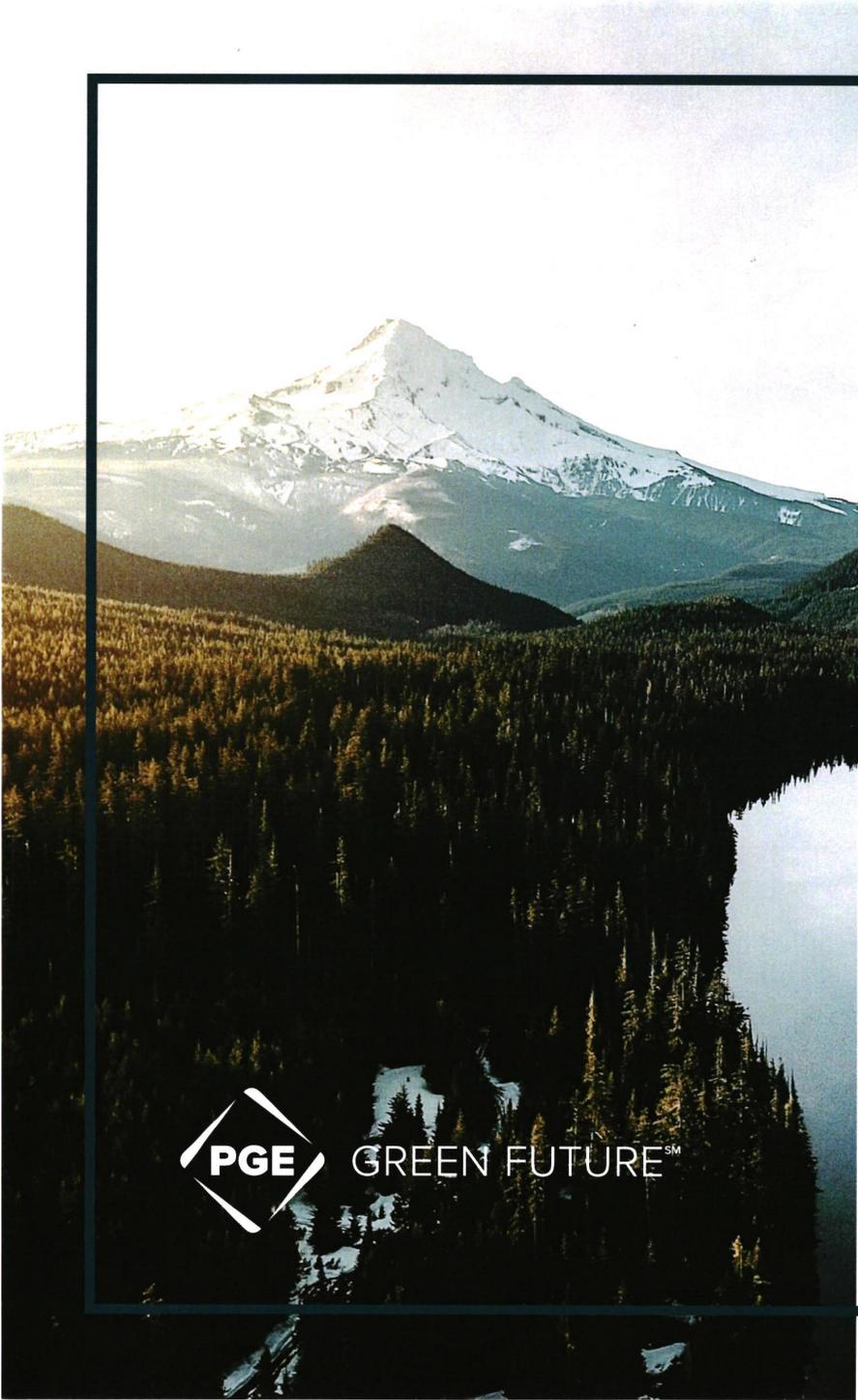
Your renewable power purchased this year

1,572,928 lbs

Pounds of CO₂ you avoided emitting into the environment

187 trees

Your impact on the environment represented in trees planted annually





MAY 2019 MONTHLY REPORT

From The Director's Office

Greetings!

As part of Building Safety Month, Building Division staff have been out in the community engaging citizens about the importance of safe buildings and the great career paths that are offered in local government in the building inspection and plan review fields. In conjunction with Story Time at the Library, Building staff worked with 40-50 kids to build custom herb boxes to take home (see right). They also engaged with the seventh and eighth grade students at Wood Middle School as part of career day. I am very proud of the Building Division team for their impressive engagement efforts.

Last month, the Community Development Department said goodbye to Development Engineering Manager Steve Adams who was a 17-year employee of the City. Steve accepted the City Engineer assignment with the City of Milwaukie. Steve has been an incredible contributor to all the work that the Department does, mainly guiding new development and the delivery of quality infrastructure associated with private development. His institutional knowledge, work ethic and dedication to the organizational mission will be sorely missed. We all wish Steve the very best in his new endeavor.

In other staffing news, I want to congratulate Daniel Pauly for his promotion to the Planning Manager position. Daniel has been a planner for the City for over a decade, demonstrating a mastery of the Development Code and the associated legal frameworks. Daniel has grown considerably over the years into a highly functioning team leader. Please join me in welcoming Daniel onto the City's management team.

Just over six months ago, City Council approved the formation of the Traffic Concerns Team (TCT). The TCT was formed with the purpose of creating a "central clearing house" for traffic complaints comprised of a multi-disciplinary team approach. The team examines incoming complaints and makes decisions on a course of action which can include things such as the installation of signage, engineering changes, speed studies, enforcement, or a combination of transportation related treatments. For a summary of activities that the traffic team has fielded and resolved over the past six months, please refer to the update later in this report.

Respectfully submitted,

Chris Neamtzu, AICP
Community Development Director



Building Division

Building Safety Month—May 2019

Across the United States the month of May was recognized as Building Safety Month. Each week featured a new theme from the International Code Council that emphasized ways in which building safety professionals contribute to a built environment that is safer, stronger, healthier, and more energy efficient.

For one of our local Wilsonville events, Building Safety staff partnered with Library staff during Library Story Time. Building Safety staff setup a building safety booth at the Library on the outdoor patio next to where Story Time was held. Building Safety Inspectors helped kids as “Jr. Inspectors” to construct wooden planters then helped each kid plant herbs in the planters.

Parents received information that focused on building safety in their homes and what types of safety features are present and how to recognize and maintain them. The event was informative and great times were had by all. Below are a few photos of the Jr. Inspectors and staff.

For questions about building safety and other construction topics, Building Inspection staff are a resource and happy to answer questions. In addition, the Building Safety Month website has some great resources available year-round at www.BuildingSafetyMonth.org.



May 1-5, 2019

May 6-12, 2019

May 13-19, 2019

May 20-26, 2019

May 27-31, 2019

WEEK 1

**PREPARING FOR DISASTERS:
BUILD STRONG,
BUILD SMART**

WEEK 2

**ENSURING A SAFER FUTURE
THROUGH TRAINING
AND EDUCATION**

WEEK 3

**SECURING CLEAN,
ABUNDANT WATER
FOR ALL COMMUNITIES**

WEEK 4

**CONSTRUCTION
PROFESSIONALS
AND HOMEOWNERS:
PARTNERS IN SAFETY**

WEEK 5

**INNOVATIONS IN
BUILDING SAFETY**

Building Division

Building Safety Month—May 2019

On May 17, the Building Division hosted a building inspection field lab for Chemeketa’s Building Inspection Technology (BIT) students. The students performed field inspections on two Polygon Homes and the new Hilton Hotel. They also toured the Street of Dreams site. Building Inspector Brian Pascoe and Building Official Dan Carlson provided tours and instruction to the class of 13 BIT students who are in the first year of a two year Associate of Applied Science degree.



Economic Development

Business Recruitment

- Corrugated box manufacturer looking for a 140,000 square foot building to expand. This project would create/retain 100 jobs.

Business Retention & Expansion

- As part of a Business Retention/Expansion effort, the Economic Development Division will be seeking input from Wilsonville based businesses about current challenges, interest in expansion, satisfaction with City services, and appetite for workforce assistance resources.
 - Wilsonville businesses are invited to complete an electronic survey by June 28 at surveymonkey.com/r/wilsonvilleecdev.
 - The Economic Development Division is also setting up conversations with many of the City's traded sector and high-growth employers to seek input and provide expansion assistance.

Coffee Creek Industrial Area

- Development: Acquisition efforts appear to be underway for numerous parcels on the eastern side of Garden Acres Road for speculative industrial development.
- Financing: The Wilsonville City Council approved the \$3.8 million bond to finance Garden Acres Road, which will be repaid with TIF revenue over time. The project went out to bid in April and construction is planned to commence in the summer.

Workforce Development

- Ribbon cutting event for Oregon Tech's new fabrication laboratory that will allow engineering students and faculty better access to sophisticated equipment where they can apply concepts learned in the classroom.



Engineering Division, Capital Projects

5th to Kinsman Road Extension (4196)

Nine contractors have been pre-qualified to bid on this project. City staff have been working with the consultant team on next steps. With the acquisition process, staff are working on review of appraisals.

Charbonneau Utility Repairs – French Prairie Drive Phase II and Old Farm Road Phase I (1500/2500/4500/7500)

This project involves repair and replacement of deficient storm, sewer, and water pipe lines in the Charbonneau District, as identified in the Charbonneau Consolidated Improvement Plan. The design was finalized in mid-May with construction beginning in summer 2019 (for French Prairie). Old Farm Road Phase 1 project will be designed later in 2019 and early 2020, with construction in spring/summer 2020.

Coffee Creek Industrial Area Regional Stormwater Facility Project (7060)

This project involves modeling of current and buildout stormwater runoff conditions within portions of the Coffee Creek and Basalt Creek basins and will design and construct improvements to alleviate existing seasonal flooding to allow for future development within both the Coffee Creek Industrial Area and the Basalt Creek Concept Area. The draft Alternative Report was submitted in April followed by the Alternatives Review Meeting in mid-May 2019. Once a preferred alternative is determined, preliminary design work will begin.

Elligsen Well Upgrade and Maintenance (1128)

This project involves correcting well casing and water chemistry deficiencies in the existing Elligsen well to maintain it as a backup supply for emergencies. Capacity analysis of the stormwater system downstream of the well house which carries pump-to-waste flows will continue through June 2019. Identifying and quantifying well deficiencies and improvements to the well casing, redevelopment of well capacity, and other improvements will occur in fiscal year 2019-2020.

French Prairie Bridge (9137)



See the following page for more information about the French Prairie Bridge project and visit <http://frenchprairiebridgeproject.org/> to take a survey on the two remaining bridge designs (shown here).



Engineering Division, Capital Projects

French Prairie Bridge (9137)

This project will determine the final location, alignment, and design type and includes preparation of preliminary construction and environmental documents for a new pedestrian, bike, and emergency vehicle bridge over the Willamette River in the vicinity of Boones Ferry Road. An online survey gathering public input on the two remaining bridge designs, cable stayed and suspension, wrapped up on May 8. The project Task Force will use the public feedback at their meeting on June 4 to make a recommendation on the preferred bridge design for consideration by City Council and the Clackamas Board of County Commissioners.

Garden Acres Road (4201)

The project involves the design and construction of Garden Acres Road from a rural local access road to an urban industrial roadway as part of the Coffee Creek Industrial Area plan and includes Willamette Water Supply Program segment PLM_1.2 of the 66" water transmission pipe. The project went out for construction bid, with a bid opening date of May 30. Construction is anticipated to begin in July.



Gesellschaft Well Facility and Upgrade (1083)

This project addresses upgrades and repairs needed to correct deficiencies in the Gesellschaft well house, including piping, electrical, and mechanical systems. Design will be finalized in spring 2019 and will be constructed in summer 2019.

I-5 Pedestrian Bridge (4202)

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. Council approved purchase of the Town Center Pad A property for use as the east bridge landing and Town Center gateway at the May 6. Staff is preparing Request for Proposal documents to solicit design proposals from qualified consulting firms, expected to begin in July.

Memorial Drive Splitter Manhole Replacement (2085)

This project involves the replacement of an existing sanitary sewer manhole at the intersection of Parkway Avenue and Memorial Drive with a new flow diversion manhole. The purpose of the project is to maintain equalized flows between two parallel sewer lines under I-5 and to avoid potential overflows. Construction is anticipated to begin in June.

Memorial Park Pump Station (2065)

60% design review meeting is complete. The consultant team is working on incorporating comments and finishing up the packet for the land use submittal.

Engineering Division, Capital Projects

Willamette River Storm Outfalls (7053)

A low bid was received from Moore Excavation, Inc. in the amount of \$1,022,919. Construction work is expected to start in June.

WTP Surge Tank (1111)

Construction continues at the Water Treatment Plant for installation of the new surge tanks and new meter and vault. The WTP was shut down on May 8 for the installation of the meter and connection of the surge tank pipelines. Work progressed as planned and service to customers was not disrupted.



WWSP Coordination (1127)

Ongoing coordination efforts continue with the Willamette Water Supply Program. Here are the updates on their major elements of work within Wilsonville:

- **WWSP Pipeline:** Ongoing coordination efforts are occurring for the Garden Acres Road project (4201), the Kinsman/Wilsonville Road truck turning improvements. WWSP is preparing to submit final construction drawings for pipeline 1.1, a 66" raw water pipeline between Arrowhead Creek Lane and Wilsonville Road, for construction this summer.
- **Raw Water Facility:** Ongoing coordination efforts are occurring for the WWSP Raw Water Facility including coordination with the 5th/Kinsman project (4196), WTP Expansion to 20 MGD (1144) and the City's water treatment plant operations and the Parks Department. LU application has been submitted and being reviewed. Construction will be completed in two phases. Phase 1 is pipeline work and ground improvements beginning in summer 2020. Phase 2 is mechanical and upper site construction in 2022.

Engineering Division, Private Developments

Fir Commons

Construction work has started for this nine home condominium development near Fir Avenue and 4th Street in Old Town.

Frog Pond Meadows

Plans have been submitted and are under review for this 74-lot subdivision located north of Stafford Meadows and adjacent to Stafford Road.

Frog Pond—Morgan Farm Phase 2

Plans have been submitted and are under review for this 42-lot subdivision located north of Morgan Farm Phase 1.

Grace Chapel

Plans have been received and are under review for this remodel and expansion of the south building of the former Pioneer Pacific College.

Hilton Garden Inn

Construction work has started for this new, four story hotel at Memorial Drive and Parkway Avenue.

Northstar Contractor Establishment—Day Road

Construction work has started for street frontage improvements for this project.

Natural Resources

“Free” Native Tree Program

To help reduce stream temperatures and pollutants, the City offers up to five native tree seedlings for any resident or business within City limits to install on their property. Residents or businesses receive a tree coupon, which allows them to redeem the native plants at Bosky Dell Natives nursery. Plantings along streams, riparian corridors, or other water bodies are encouraged, but regardless of the location, tree plantings enhance the City’s “urban forest” and contribute to a healthier environment. The incentive program is part of the strategy to address the City’s NPDES stormwater permit requirements.



Stormwater System Annual Inspection and Maintenance Report

The City has stormwater maintenance agreements with property owners for the operation and maintenance of private stormwater systems. By May 1 of each year, an annual inspection and maintenance report is due from the owner or responsible party (e.g. management company, HOA, etc.). In March, City staff mailed letters to property owners or responsible parties, including a report form, reminding them to submit their annual report. The required information includes the inspection date and any maintenance, repair, or replanting activities that were completed. After receiving the reports, City staff conducts an inspection to verify the information in the report.

Planning Division, Current

Administrative Land Use Decisions Issued

- Architectural and Site Modifications for Bullwinkle's Expansion
- Greenhouse at CREST adjacent to Boones Ferry Primary School
- 3 Zoning Verification Letters
- 1 Final Partition Plat
- 4 Temporary Use Permits
- 9 Type A Tree Permits
- 2 Type B Tree Permits
- 2 Class I Sign Permits
- New Single-family and row house building permits

Board and Commission Updates

Development Review Board (DRB)

During their May 13 meeting, DRB Panel A unanimously forwarded a recommendation to the City Council to approve a zone map amendment from RA-H to Planned Development Industrial for an industrial property between Boones Ferry Road and Boberg Road just south of Boeckman Road. Concurrently, the Panel approved with conditions a Stage I Master Plan for the property for a multi-phased industrial office/warehouse/flex space development. In addition, the Panel unanimously approved a five year temporary use permit for a model home with associated parking for the Morgan Farm Subdivision in Frog Pond.

During their May 30 meeting, DRB Panel B considered a request for a five year temporary use permit for a four classroom modular building at Boeckman Creek Primary School. The board continued the hearing to their next meeting on June 24 to hear additional information on the proposal from the school district.

Planning Commission

Planning Commission did not meet in May. The next regular Planning Commission Meeting is Wednesday, June 12. The scheduled topics are a work session on the Equitable Housing Strategic Plan and an informational update on the Clackamas County Housing Needs Analysis project.

Planning Division, Long Range

Basalt Creek Concept Plan

On May 10, Peter O. Watts filed a Notice of Intent to Appeal the land use decision made by City of Tualatin Ordinance No. 1418-19 which involves approving the Basalt Creek Comprehensive Plan Amendments implementing the Basalt Creek Concept Plan. Wilsonville City Attorney prepared a Motion to Intervene in the matter consistent with the Inter-governmental Agreement between the Cities, Washington County, and Metro.



General project information is available on the City's project web page <https://www.ci.wilsonville.or.us/planning/page/basalt-creek>.

Equitable Housing Strategic Plan

The project team (City staff, Metro staff, and the consultant team) held a project kickoff meeting to confirm project milestones, deliverables, and schedule. Initial data is being gathered in partnership with the Clackamas County Housing Needs analysis, and the project team is outlining plans for community engagement and establishing the project task force. Staff is preparing for initial updates to the Planning Commission and City Council in June to share the project scope and schedule and confirm project objectives. Meetings later in summer and fall will focus on the market findings and public outreach results in order to prepare for discussions on various policies and programs for the City to consider.

Wilsonville Town Center Plan

Staff presented the Town Center Plan at the May 6 City Council Public Hearing for Second Reading of Ordinance No. 835, Adopting the Wilsonville Town Center Plan and related amendments to the Comprehensive Plan Map and Text, Zoning Map, and Development Code. After considering the information and public testimony, the City Council unanimously passed a motion to approve Ordinance No. 835.

For additional information about the Town Center Plan project, visit the project website www.wilsonvilletowncenter.com.



Traffic Concern Team

Six Month Report

Approximately six months ago, City Council approved the formation of the Traffic Concern Team (TCT). The TCT was formed with the purpose of creating a “central clearing house” for traffic complaints and is comprised of a multi-disciplinary team approach to problem solving. The team is made up of three staff members from Engineering, one from Public Works, one from the Police Department, and one from Code Compliance.

The team examines incoming complaints that are not easily resolved and require the multi-disciplinary team to evaluate the situation and make recommendations on a course of action. If citizens have a traffic related complaint, it is best to guide them to the City’s online [Citizen Request Module](#) (CRM), as it provides a centralized place for fielding, tracking, and resolving traffic related complaints.

The Team meets monthly. The first meeting was held on December 6, 2018. There have been six meetings held to date. Since December 2018, 26 complaints have been received. They include:

- Request for stop signs at the intersection of Barber Street and Villebois Drive.
- Request for traffic control device at Barber Street and Yosemite Way.
- Request for a “School Bus Stop Ahead” sign on Day Road.
- Request for a “No Left Turn” sign or barrier on Boones Ferry Road by The Ram.
- Report of speeding on Town Center Loop W., which makes it difficult to get out of Starbucks, Chipotle, etc.
- Concerns for pedestrian safety and visibility at the intersection of Parkway Avenue and Ash Creek Road.
- Request for new “No Parking” signage on St. Helens Drive.
- Request for a “No Outlet” street sign to be added to Ashton Circle cul-de-sac at Montebello.
- Speed Reader Board location requests (ongoing)
- Request for additional “No Parking” signs on Fairway Drive.

Key Accomplishments

- Moved “No Parking” signs on Churchill further back to allow for a larger sight distance.
- Installation of reflector buttons and more signage on all islands citywide as a result of concerns regarding visibility. This work will be ongoing in between other Public Works projects.
- “No Parking” signs installed on St. Helens Drive.
- Crack seal installed on a large area (4’x8’) of 95th Avenue towards Boeckman Road
- Purchased a new compact Speed Reader Board on May 15 to allow for easy relocations of the board.
- Created a monthly rotation for the Speed Reader to be reviewed at each TCT meeting.





MAY

MONTHLY REPORT

From the Director:

Greetings from Finance,

The month of May was very busy for the Finance Department as we prepared for the Budget Committee meetings. Now that the budget has been approved, we can start the preparation for the closing of for Fiscal Year ending June 30. We are scheduled to have the auditors' first field visit next week in which they will spend time reviewing accounting processes and procedures. Typically, they will choose one particular area to focus on such as our Municipal Court, Utility Billing or Permit Processing. They will return in late October for the final audit and review of our financial statements.

One way that the Finance Department keeps up with the ever changing world of governmental accounting is by attending conferences and workshops. During the month of May, Keith Katko attended the national Government Finance Officer's Association conference in Los Angeles. The conference provided Keith an opportunity for sharing ideas, sharpening skills, discovering new tools and technologies, as well as networking with peers from across the country. He was able to attend important sessions including accounting standards updates, best practices in capital assets, debt issuance, leveraging the value of the public procurement function, using credit rating agencies, new trends in electronic receipting, strategies for electronic reporting (including incorporating XBRL), and the potential future use of Blockchain technology in local government, particularly as the infrastructure of archives.

As the saying goes, "Adventure is worthwhile"! All of us in Finance would like to wish Councilor Stevens the very best and safe travels.

-Cathy Rodocker

By the Numbers:

Finance Statistics for the period of July 1, 2018-May 31, 2019

Please Note: Utility Billing is reported with a one month lag

Utility Billing:

Total Monthly Bills	65,909
New Customers	895
New Service Locations	127

Accounts Payable:

Invoices Processed	6,374
Payments Processed	3,414

Municipal Court:

Total Citations Issued	2,045
Total Suspensions Issued	443
Ticket Revenue	\$295,135

Fund Updates:

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Intergovernmental	2,141,825	1,961,411	92%
Licenses and Permits	176,510	178,835	101%
Charges for Services	753,480	645,041	86%
Fines	315,000	295,135	94%
Investment Revenue	206,000	355,531	173%
Other Revenues	3,557,120	3,501,177	98%
Transfers	3,369,303	2,913,179	86%
Total Revenue	21,732,725	20,421,669	94%
Personal Services	8,390,218	7,095,199	85%
Materials and Services	12,441,145	8,978,732	72%
Capital Outlay	129,300	117,626	91%
Transfers	4,552,000	1,663,374	37%
Total Expense	25,512,663	17,854,930	70%
Fund 210 Fleet Fund:			
Charges for Services	1,343,601	1,231,626	92%
Investment Revenue	23,690	29,484	124%
Other Revenues	0	9,900	-%
Total Revenue	1,367,291	1,271,010	93%
Personal Services	750,366	585,200	78%
Materials and Services	613,305	586,176	96%
Capital Outlay	188,000	89,374	48%
Transfers	2,400	1,800	75%
Total Expense	1,554,071	1,262,549	81%
Fund 230 Building Fund:			
Licenses and Permits	588,000	501,660	85%
Licenses and Permits-Villebois	547,000	248,436	45%
Charges for Services	8,600	7,876	92%
Investment Revenue	56,650	70,557	125%
Other Revenues	0	532	-%
Transfers	37,701	34,892	93%
Total Revenue	1,237,951	863,951	70%
Personal Services	1,030,960	839,706	81%
Materials and Services	186,691	115,632	62%
Transfers	900,660	346,225	38%
Total Expense	2,118,311	1,301,563	61%
Fund 235 Community Development Fund:			
Intergovernmental	62,500	0	-%
Licenses and Permits	563,413	1,066,981	189%
Licenses and Permits-Villebois	45,567	151,736	333%
Charges for Services	974,732	685,760	70%
Investment Revenue	39,140	66,972	171%
Other Revenues	200	863	431%
Transfers	3,225,167	1,574,380	49%
Total Revenue	4,910,719	3,546,692	72%
Personal Services	3,177,336	2,319,617	73%
Materials and Services	703,913	389,614	55%
Capital Outlay	28,000	28,508	102%
Transfers	551,172	505,241	92%
Total Expense	4,460,421	3,242,981	73%
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Intergovernmental	1,642,800	1,382,114	84%
Investment Revenue	17,510	31,868	182%
Other Revenues	2,000	3,459	173%
Total Revenue	1,662,310	1,417,440	85%
Personal Services	412,651	321,623	78%
Materials and Services	490,632	359,070	73%
Capital Outlay	51,500	73,874	143%
Debt Service	82,000	81,446	99%
Transfers	696,851	249,865	36%
Total Expense	1,733,634	1,085,877	63%

	Budget	Activity	% Used
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Charges for Services	1,792,369	1,702,237	95%
Investment Revenue	27,268	64,166	235%
Total Revenue	1,819,637	1,766,403	97%
Transfers	2,946,935	236,642	8%
Total Expense	2,946,935	236,642	8%
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Charges for Services	7,996,145	7,527,470	94%
Fines	0	97,342	-%
Investment Revenue	127,602	276,869	217%
Other Revenues	27,000	19,392	72%
Transfers	600,000	600,000	100%
Total Revenue	8,750,747	8,521,072	97%
Personal Services	383,530	300,589	78%
Materials and Services	3,391,874	2,623,169	77%
Capital Outlay	29,833	18,683	63%
Debt Service	3,030,000	546,131	18%
Transfers	2,714,974	1,044,728	38%
Total Expense	9,550,211	4,533,299	47%
Fund 350 Street Lighting Fund:			
Charges for Services	518,250	478,344	92%
Investment Revenue	16,789	27,732	165%
Total Revenue	535,039	506,076	95%
Materials and Services	359,651	300,606	84%
Transfers	442,270	610	-%
Total Expense	801,921	301,216	38%
Fund 370 Storm Water Operating Fund:			
Charges for Services	2,928,917	2,706,279	92%
Investment Revenue	30,900	55,762	180%
Total Revenue	2,959,817	2,762,041	93%
Personal Services	259,270	178,535	69%
Materials and Services	473,780	354,223	75%
Capital Outlay	161,964	4,443	3%
Debt Service	508,500	507,827	100%
Transfers	2,169,419	1,339,552	62%
Total Expense	3,572,933	2,384,580	67%



MAY

MONTHLY REPORT

From the Director:

Greetings from Finance,

The month of May was very busy for the Finance Department as we prepared for the Budget Committee meetings. Now that the budget has been approved, we can start the preparation for the closing of for Fiscal Year ending June 30. We are scheduled to have the auditors' first field visit next week in which they will spend time reviewing accounting processes and procedures. Typically, they will choose one particular area to focus on such as our Municipal Court, Utility Billing or Permit Processing. They will return in late October for the final audit and review of our financial statements.

One way that the Finance Department keeps up with the ever changing world of governmental accounting is by attending conferences and workshops. During the month of May, Keith Katko attended the national Government Finance Officer's Association conference in Los Angeles. The conference provided Keith an opportunity for sharing ideas, sharpening skills, discovering new tools and technologies, as well as networking with peers from across the country. He was able to attend important sessions including accounting standards updates, best practices in capital assets, debt issuance, leveraging the value of the public procurement function, using credit rating agencies, new trends in electronic receipting, strategies for electronic reporting (including incorporating XBRL), and the potential future use of Blockchain technology in local government, particularly as the infrastructure of archives.

As the saying goes, "Adventure is worthwhile"! All of us in Finance would like to wish Councilor Stevens the very best and safe travels.

-Cathy Rodocker

By the Numbers:

Finance Statistics for the period of July 1, 2018-May 31, 2019

Please Note: Utility Billing is reported with a one month lag

Utility Billing:

Total Monthly Bills	65,909
New Customers	895
New Service Locations	127

Accounts Payable:

Invoices Processed	6,374
Payments Processed	3,414

Municipal Court:

Total Citations Issued	2,045
Total Suspensions Issued	443
Ticket Revenue	\$295,135

Fund Updates:

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MAY 2019 MONTHLY REPORT

From the IT Director:

I hope everyone had a great Memorial Day weekend! The long weekend was a nice way to recharge and reflect on all of the projects that the IT department is working on and what is on the horizon.

The IT department started off May with a trip to City Council to receive approval of the contract for the new phone system. After going through an RFP process and evaluating several companies and their phone systems, the City choose to go with Structured Communications and a Mitel phone system. The plan is to implement the new system in October of this year.

An update to Wilsonville Maps has been moving forward this month. Dan Stark, the City's GIS Manager has been working on revamping the mapping website that originally debuted in 2007. He and the team will be refreshing the look and the feel of the site, adding functionality and increasing its usability on mobile devices. The new design should be rolled out to the public by July.

Beth Wolf has been working in conjunction with the City Recorder, Kim Veliz to implement a document management system across the City. Their hard work has seen a lot of traction this month in several departments, including our own. Beth worked extensively with Dan to move the documents in Wilsonville Maps to Laserfiche. The overall project is enormous and Beth and Kim have identified an action plan that continues the project through 2021.

We are also busy behind the scenes improving the internal infrastructure for the City. Richard Gross, our Network Administrator is working on changing out the hardware that underpins the City's virtual environment. The changes that he is working on will add greater capacity, speed, and redundancy to the City's network in anticipation of the ERP upgrade that will begin later this year. The ERP (which stands for Enterprise Resource Planning) software provides the foundation to many of the departments around the City including Finance, Planning, Building, Engineering, Human Resources, and Utility Billing. It's an exciting project that is expected to take three years to fully implement.

Speaking of which, much of May involved contract negotiations with Tyler Technologies,



Richard Gross, Network Administrator, working in the server room at City Hall.

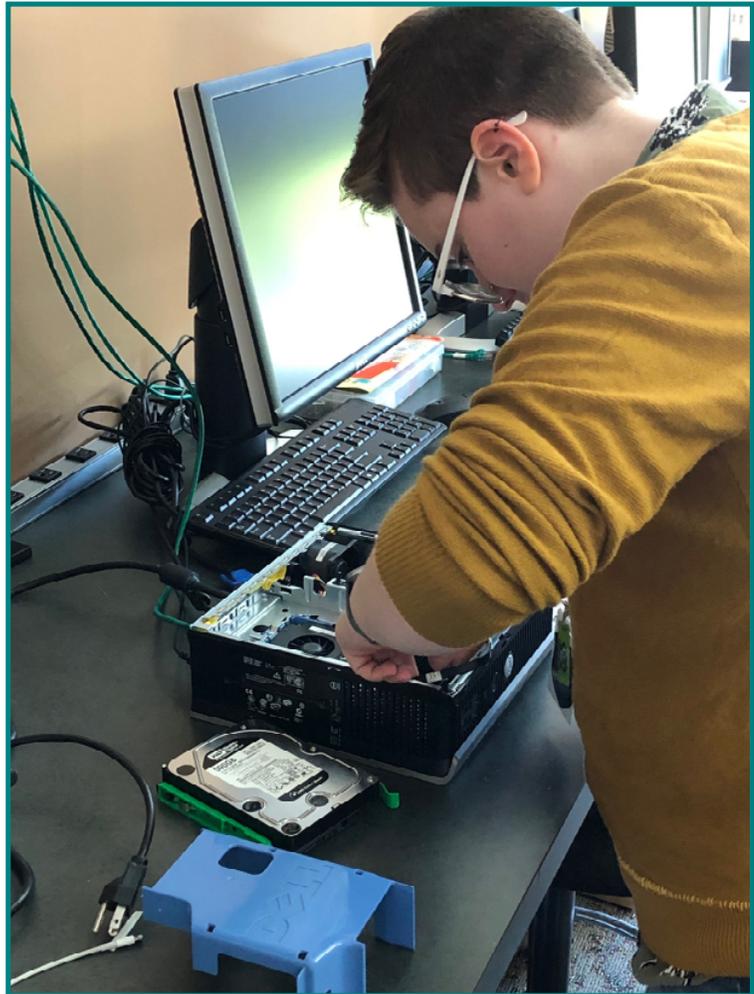
the selected ERP vendor for the City. As you can imagine, the contract for a software product as large as this is very complex and a lot of time has been put into the process. A special thanks needs to go out to the City's Legal department for helping out with this process. Their assistance has been invaluable! We anticipate that the contract will be ready to be signed in July.

Brody Lemons rounds out our crew taking care of the help desk and various other projects. In addition to helping the rest of us with everything from hardware updates to meeting setups, Brody is getting ready for the installation of new computers in July and August. They will be spending a lot of time setting up and testing computer images in preparation of the roll out. Brody even broke out the soldering iron to help out the water crew with a small electrical component.

A number of exciting projects are on the horizon. In addition to implementation of the ERP and the Phone system, the IT department will be working with several other departments to roll out a Community Engagement software platform. This software will allow City Staff to engage and work with Wilsonville citizens like never before. Look for information about this software in coming months!

IT will also be involved in implementing Volunteer Management and Legal software, as well as, helping boost cell signal for patrons of the Library.

As you can see, IT staff has been very busy and continues to be moving forward. The only way we can achieve this is with incredibly high work ethic and attention to detail that the IT staff provides on a day to day basis. I'm extremely proud of what we are accomplishing here at the City!



Brody Lemons, Information Systems Assistant I, working on a computer at the IT workbench.

Until next time,

Andy Stone

IT Director



MAY 2019 MONTHLY REPORT



Building Official Dan Carlson assists a young builder with her wooden toolbox at "Building Safety Day" at the library on May 10.

Manager's Report

May was a busy month at the library. Spring programs wrapped up as we prepared for the Summer Reading Program, which starts in June.

Overall library circulation remains steady, with visible growth in downloads of e-books and e-audiobooks at a rate of 16% over this time last year. In addition, we had the largest number of new library card borrowers this fiscal year since last October, with 247 people signing up in May.

Also in May, the Youth Services staff visited local schools to promote the Summer Reading Program. They performed a 30-minute skit to the delight of the students and staff. Photos are on our Facebook page.

Attached is the June edition of the library's newsletter, "Check Out," which lists upcoming programs and events at the library.

-Pat Duke, Library Director



Check Out!

Wilsonville Public Library news & events

June 2019

8200 SW Wilsonville Road
Wilsonville, OR 97070

Phone: 503-682-2744
Fax: 503-682-8685
E-mail:
info@wilsonvillelibrary.org

Hours & Days of Operation

Mon.- Thurs.: 10am–8pm
Fri. - Sat.: 10am–6pm
Sun.: 1–6pm

Find us online at:
www.WilsonvilleLibrary.org
Facebook (WilsonvilleLibrary)
Twitter (@wvlibrary)

Summer Reading Program starts June 10

Celebrate the 50th anniversary of the first manned moon landing with this summer's theme "A Universe of Stories."

KIDS who read for at least 20 minutes a day for 20 days receive a free book and other prizes. Parents are welcome to read to their pre-reading child to complete the goal. All readers qualify for a chance to win an annual pass to the Oregon Zoo.

Children who complete 10 science explorations receive a science prize. All science



finishers qualify for a chance to win an annual pass to OMSI.

TEENS (6th–12th grade students) who read at least 20 minutes a day for 20 days win a free book and qualify for fun prize drawings. Teen

special programs on Thursdays start June 20. Programs include trivia and escape rooms, star gazing, games, and an epic water fight.

ADULTS (ages 18 and over) who complete a Bingo Card or a Reading Log (or both) will qualify for the Grand Prize Drawing. Prizes include movie tickets and gift certificates to local businesses. Think you're too busy? Reading to your child counts, too!

www.WilsonvilleLibrary.org
/SRP

Get early literacy tips on our Facebook page



Starting early this spring, Community Outreach Librarian Deborah Gitliz has

been working to meet one of our goals of posting an Early Literacy Tip regularly to the library's Facebook page.

Tips have included:

*Keep reading to older kids.

*Talking before, during, and after reading helps kids develop comprehension skills.

*Asking kids open-ended questions helps them develop critical thinking and communication skills.

You can find them all by clicking on their tag: #WVEarlyLit.

www.WilsonvilleLibrary.org



Library Artist of the Month:

Ron Reimann

Check Out!

Youth Programs

Birth to Age 5

Baby Time

For ages 0-12 months
Rhymes, songs, and special bonding time with your baby.

Monday mornings
10:30 am–11:15 am
(including playtime)
Oak Room
June 17 through July 22

Toddler Time

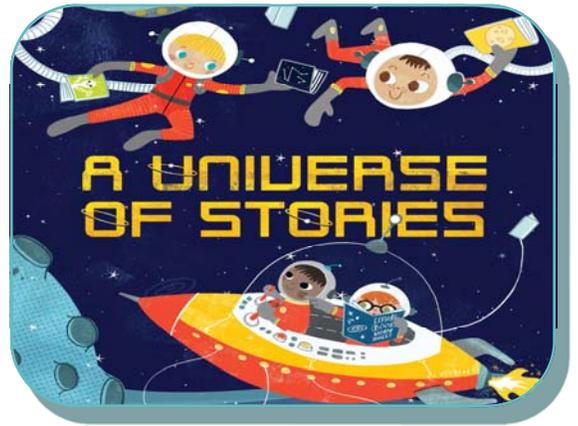
For ages 1 & 2
Stories, songs, and puppets with your toddler.

Tuesday mornings
10:00 am–10:30 am
11:00 am–11:30 am
Oak Room
June 18 through July 23

Family Stories & Science

For ages 3 and up
Enjoy a story, a science demonstration, and hands-on activities.

Tues. evenings: 6:30–7:15 pm
Wed. mornings: 10:30–11:15 am
Wed. afternoons: 1:00–1:45 pm
Oak Room
June 18 through July 24



Grades K–5

Summer Fun Shows

These FREE performances are geared for school-age children. Seating is limited, so come early to get your seat!

Thursday, June 20:
Juggler Rhys Thomas
Rhys Thomas keeps his audience guessing and laughing with improbable juggling, unique comedy, and amazing acrobatics.
11:00 am, 12:30 pm, 2:00 pm

Thursday, June 27:
Red Yarn
Enjoy exciting stories told with puppets and live folk and rock songs.
11:00 am, 12:30 pm, 2:00 pm

Science classes sign-ups start July 8

Get your science fill with free science classes for kids in grades Pre-K to 5th grade from July 29 through August 2.

Classes will be taught by OMSI and the University of Oregon Museum of Natural & Cultural History.



Find out more:
www.WilsonvilleLibrary.org/science

Did you know?

Library2Go has 100 “always available” downloadable audiobook titles.

Among the titles are classics, like *Mary Poppins* and *Man’s Search for Meaning*, as well as more recent titles, like *Astrophysics for People in a Hurry* and *The Life-Changing Magic of Tidying Up*.

Find out more:
www.WilsonvilleLibrary.org



Teen Programs

June 2019

Grades 6–12

Join us for FREE movies, games, food, and more with monthly events just for 6th–12th graders.



LIBRARY AFTER DARK

Thursday, June 20

9:00 pm–11:00 pm

Trivia, karaoke, games, and drinks. Your glow-in-the-dark attire welcome!

ESCAPE IN SPACE

Thursday, June 27

4:00 pm–5:30 pm

Space-themed escape room challenge! Bring your squad or join one of ours.

Find out more on our website:
www.WilsonvilleLibrary.org/TSRP

TAB wants you!

The Teen Advisory Board (TAB) is made up of 6th through 12th graders like you who meet to:

- Hang out, eat, & have fun
- Help choose books, music, and movies for the library
- Plan events

If you're interested, send us an e-mail or call Brad at 503-570-1592, or just show up at our next meeting.

Teen E-mail List

Want to come to an event, but need a little reminder? Enter your email address at

www.WilsonvilleLibrary.org/subscribe

to get added to our eNotify list.

Or become a Facebook friend of "Wilsonville Library" to get event updates!

Adult Programs

Classes, Lectures, & Workshops



Space Talk: Apollo 11

The first manned landing on our moon is one of the most significant

events to happen in the 20th century. What was it like? How did we do it?

Presented by Donn Anderson, Evergreen Aviation & Space Museum docent

Saturday, June 22

1:00 pm–2:00 pm
No charge

www.WilsonvilleLibrary.org/classes

History Pub

Monthly programs focusing on Oregon's rich history.

Tuesday, June 25

6:30 pm–8:00 pm
Wilsonville McMenemy
Doors open at 5 pm
No charge



**New free classes
start in July!**

Classic Space Stories

Beginning Spanish

Sign up now to save
your seat!

Find out more:
www.WilsonvilleLibrary.org/classes

Clubs & Groups

Book Club

New members welcome!

Thursday, June 27

6:00 pm–8:00 pm
No charge

English Conversation Group

Informal practice for non-native English speakers.

Monday evenings

6:00 pm–7:30 pm
No charge

Great Books Discussion Group

Round table discussion of great Western classics.

Tuesday, June 11

6:00 pm–8:00 pm
No charge

Genealogy Club

Open to beginner and seasoned genealogists.

Monday, June 17

6:00 pm–7:00 pm
No charge

Entertainment



First Friday Film

A female dog travels four hundred miles in search of her owner throughout a Colorado wilderness.

Friday, June 7

6:00 pm–8:00 pm
No charge



Book Notes Concert

Monthly live music in the library stacks on the 2nd Saturday of the month.

Opera on Tap

Name that tune! Featuring those songs that you may have heard in movies, TV shows, or commercials.

Saturday, June 8

2:00 pm–3:00 pm
No charge



English class

Learn English for free at the library. All levels welcome.

**Thursday
afternoons**

1:00 pm–2:30 pm
No charge—Drop in!

www.WilsonvilleLibrary.org/classes

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 ● Mexican Folk Dancing for Kids 10:30-11:30 am
	2 ● English Conversation Group 6-7:30 pm	3 ● Mexican Folk Dancing for Kids Final Student Performance 6:30-7:30 pm	4 ● English Class 1-2:30 pm	5 ● First Friday Films A Dog's Way Home (PG) 2019 6-8 pm	6	7
8	9 STARTS MONDAY, JUNE 10th	10 ● Summer Reading Sign up starts today! All ages. ● English Conversation Group 6-7:30 pm	11 ● Great Books Discussion Group <i>The Education of Henry Adams</i> by Henry Adams 6-8 pm	12 ● English Class 1-2:30 pm	13	14
15	16	17 ● Baby Time 10:30-11:15 am ● Genealogy Club 1-2:30 pm ● English Conversation Group 6-7:30 pm	18 ● Toddler Time 10-10:30 am 11-11:30 am ● Stories & Science 6:30-7 pm	19 ● Stories & Science 10:30-11:15 am 1-1:45 pm	20 ● Thursday Fun Show Juggler Rhys Thomas 11 am 12:30 pm 2 pm ● English Class 1-2:30 pm ● Teen Event Library After Dark 9-11 pm	21 ● Space Talk: Apollo 11 with Don Anderson, Docent at Evergreen Aviation & Space Museum 1-2 pm
22	23	24 ● Baby Time 10:30-11:15 am ● Blood Drive 12-5 pm ● English Conversation Group 6-7:30 pm	25 ● Toddler Time 10-10:30 am 11-11:30 am ● Stories & Science 6:30-7 pm ● History Pub 6:30 pm Doors open at 5 pm	26 ● Stories & Science 10:30-11:15 am 1-1:45 pm	27 ● Thursday Fun Show Red Yarn 11 am 12:30 pm 2 pm ● English Class 1-2:30 pm ● Teen Escape in Space 4-5:30 pm ● Book Club 6-8 pm	28
29	30					



A UNIVERSE of Stories

JUNE

- PROGRAM TYPE
- Children
 - Teen
 - Adult





Summer has arrived! Along with the beautiful weather comes organized activities in parks, youngsters playing whiffle ball, pickle ball games, families having picnics and our youth having a blast at the water features located at Murase Plaza and Town Center Park.

Ground-breaking for Villebois, Regional Parks 7 & 8 (also known as Oulanka and Tivoli Parks) will begin in June with the goal of having the entire site completed by end of this calendar year. Many new amenities for the community will be included at these parks. Speaking of parks, the City has taken on the responsibility for Landover, Willow Creek and Hathaway Parks with three new playground structures coming in July.

The amazing parks staff will be hiring an additional full time maintenance employee in June which, combined with our five excellent seasonal staff members, gives us the ability to provide safe, enjoyable and beautiful areas for the citizens of Wilsonville.

A Night Amongst the Stars is a new event being offered on Saturday, June 22 at Memorial Park Ballfields at 9:15PM. Joining the Parks and Recreation Staff will be the Rose City Astronomers for a night amongst the stars. With real telescopes being provided for people of ALL ages, attendees will have the opportunity to not only see the stars but learn about constellations and more. Bring a blanket or chair and come have fun at this FREE activity including Hot Cocoa and Tea. *The Mother & Son Night of Fun* will be held on June 21, 6-8PM at the Memorial Park River Shelter. For just \$20 (only 50 spots are available) everyone can enjoy Tie-Dye (bring one piece of white clothing), pizza, lawn games ,music, and BUBBLE SOCCER.

In closing, the entire Parks and Recreation Department would like to give a HUGE thank you to Councilor Susie Stevens who is stepping down from her City Council position after 6+ years. Councilor Stevens has been a big part of the Parks and Recreation Department's success and she will be missed. We do hope that Councilor Stevens will still come volunteer in our parks as she has done for years. THANK YOU COUNCILOR STEVENS. Have a great summer!

-Mike McCarty

Recreation Updates:

Wood Middle School Career Fair

Recreation Coordinator, Erica Behler, joined fellow City staff at the Wood Middle School Career Fair to talk about working for Parks and Recreation. Students got to choose which careers they wanted to learn about– it was no surprise that local government didn't have quite as many kids as the professional musicians, but it was a learning experience for all nonetheless.



Wilsonville Wellness Fair

May was a month of preparations for the upcoming Wellness Fair on Saturday, July 20 in Town Center Park. Vendor applications were accepted and reviewed. More than 30 vendors were selected to participate at the event, along with a schedule of live performances and demonstrations. This year's proceeds (which come from vendor fees) will benefit the Wilsonville Community Seniors Inc. A total of \$800 has been raised to date for the organization.

Block Party Planning

May was a big planning month for the upcoming Community Block Party on Thursday, August 15 in Town Center Park. Musical entertainment will be provided by American Idol finalist, Britnee Kellogg. Sound will be provided by Aloha Sound. A 'Build your own burger bar' and chips will be served by Wilsonville Catering and will be available for the public free of charge while supplies last (provided by the City). Additional entertainment will include various lawn games and activities by several city departments, as well as a 3D chalk artist commissioned by the Parks and Recreation department (see examples below).



Recreation Updates:

Baby Liam!

Our extended department family grew by one in May! Baby Liam James Stevenson was born on May 26 at 8 lbs. 3 oz. and 20.5" long. When asked about this silly face, his dad said Baby Liam was mad he couldn't go to the Timbers game with dad. Congratulations to our Program Manager, Brian Stevenson and his wife Carolyn on their beautiful baby boy! We can't wait to meet him!



Upcoming Events:

Mother and Son Night of Fun– June 21
A Night Among the Stars– June 22



Board Updates:

Parks and Recreation Board: The board met on May 9 to go over the 2019/2020 proposed budget. The board also wanted to explore ideas for more teen programming in the future, as well as the opportunity to potentially hire part time teen recreation staff during summer months.

Wilsonville Community Seniors Inc.: WCSI trips continue to be popular and often fill up the first day of registration. WCSI is also preparing for their board elections which will be on Friday, June 14 at noon at the Community Center.

Parks Maintenance Updates:

- Hired 5 new seasonal park maintenance employees
- Addressed and fixed water leaks at the community garden
- Continued work on the community garden parking lot
- Continued work on rock crushing for new dog park
- Hosted Memorial Day ceremony in Town Center Park
- Opened water features for the season
- Prepped shelters for rentals
- Took over Piccadilly Park





MAY 2019 MONTHLY REPORT

From The Director's Office:

National Public Works Week May 19—25, 2019

IT STARTS HERE



Public Works, Parks and Engineering staff members came together to celebrate National Public Works Week. To show staff our appreciation, the City hosted a barbeque lunch at the Grove Shelter.



From The Director's Office:

Public Works Operations Complex

We continue to make substantial progress on the development of the Public Works Operations Complex (PW Ops Complex) Master Plan with several milestone activities completed in May.

Sustainability Workshop: The city Project Management Team (PMT) met with SEA Architects to discuss our approach to sustainability for the PW Ops Complex. The group agreed the PW Ops Complex will be designed to meet a combination of the best elements of the Leadership in Energy and Environmental Design (LEED) and the Green Building Initiative – Green Globe Certifications. Utilizing these integrated design processes will assure this project is both environmentally responsible and resource-efficient throughout the facility's life-cycle. A customized "Sustainable Approach" goal and achievement document unique to the PW Ops Complex will be created and used as guidance during design of the Complex.

Concept Workshop #1: On May 17, the SEA team presented five conceptual site layouts showing potential structure locations and traffic flow routes. The configurations also identified potential locations for property ingress and egress, exterior storage areas, guest/employee parking lots and stormwater facilities. The best ideas from the various alternatives were then coalesced into one preferred site layout.



Concept Workshop #2: After enjoying the Public Works Week celebration lunch, the PMT and all PW staff had an opportunity to view and comment on preliminary building space allocations. SEA Architecture presented to unique configurations for the administrative building and the warehouse structure, respectively. Based on the feedback from staff, the architects will modify the drawings and present revised building layouts to the project management team for further refinement.

Next steps: Second review of preferred layouts by the project management team; analyze geotechnical and civil engineering issues, if any; develop preliminary stormwater design; estimate costs of preferred alternatives; and create a financing plan.

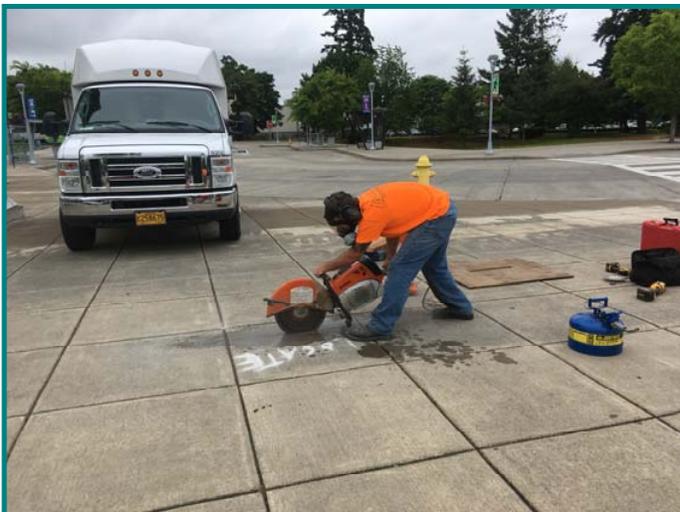
Facilities Division

A Day in the Life of a Facilities Worker

The Facilities crew assisted the Smart/Transit department with the installation of a solar powered reader board at the SMART Transit Station. At first look, you might think no big deal, however, there is a lot of work that goes into the project before the actual bolt down that most people know little about. The Facilities department would like to take this opportunity to walk you through the multiple steps needed to complete this small project.



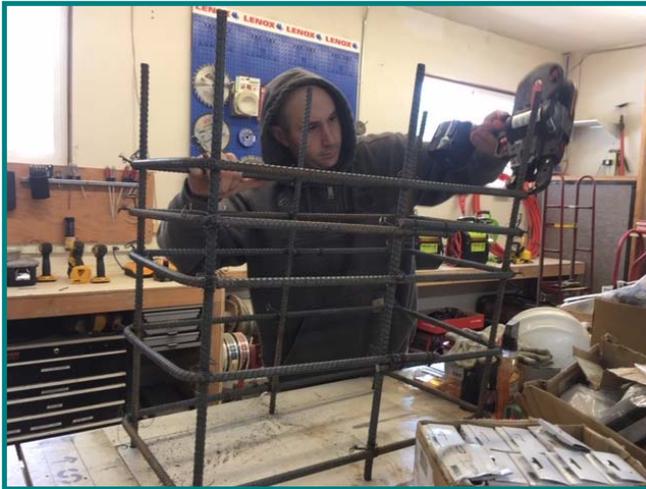
Crew members first met with the Smart/Transit staff on site to discuss the best placement and orientation of the reader board. Once the placement was agreed upon, the facility crew requested utility locates in order to ensure that the preferred location would work for the 36 inch deep footing required by the engineered drawings.



While waiting for the delivery of the reader board and the completion of utility locates, crew members began gathering materials needed for the construction of the footing. Reinforcement rebar, anchor bolts, and 20 bags of concrete mix made up the majority of the supplies. Once the locates were complete, Facility Technicians Ivan Crumrine and Javid Yamin, started laying out the area of the footing and cutting the existing concrete.

Facilities Division

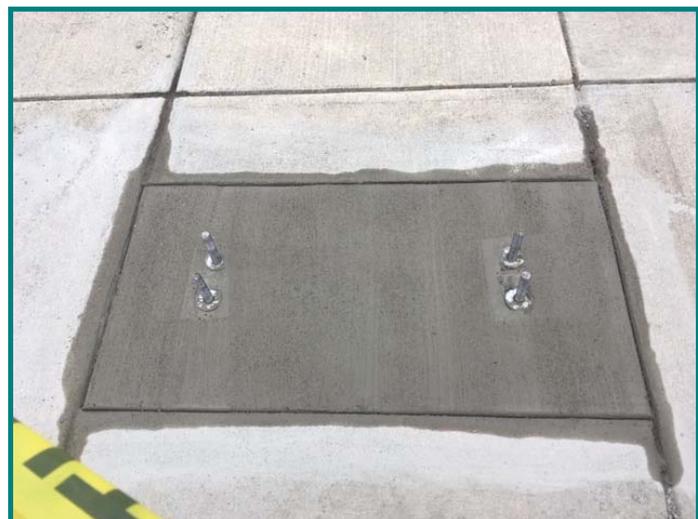
A Day in the Life of a Facilities Worker, cont.



Back at the maintenance shop, crew members cut rebar and built the reinforcement cage to be installed during the concrete pour of the footing.

The vacuum trailer was used to excavate the 2.5 foot x 1.5 foot foundation area to a depth of just over three feet.

Once staff found time in their schedule, Maintenance Specialist Daniel Morena and Facilities Technician Ivan Crumrine, proceeded with mixing concrete, securing the rebar and bolts, pouring concrete, and then putting a final finish on the concrete.



Facilities Division

A Day in the Life of a Facilities Worker, cont.

After the concrete had sufficient time to cure, Facilities Technician Javid Yamin and Facilities Supervisor Matt Baker transported the reader board to the site for installation. The unit was carefully placed over the bolts and securely bolted to the footing.



Next the solar panel had to be attached to the top of the reader board, wires inside of the unit were plugged into the appropriate terminals and the back panel was fastened to the unit with tamper proof screws. Finally, crew members called the vendor to confirm that the reader board was powered up and working properly.



Four days and 24 labor hours later...voila!!!

The project is complete.



Roads and Stormwater Division

Clean up After The Fire



Staff cleaning a stormwater inlet and installing BMP devices

Within 48 hours of being allowed onto the fire site in Villebois, the Roads and Stormwater Crew worked together to inspect the stormwater system, install Best Management Practice devices (BMP), and repair a broken flow control device.

BMP such as straw swaddle, biobags, and catch basin bags were used to protect the stormwater inlets, catch basins, and ditches from sediment and floating debris.

Where appropriate, the crew installed float booms, on the natural drainage ways to collect any petroleum products or other chemicals released into the storm system by the fire.

Staff performed inspections of the stormwater system to determine what portions may have been affected by the Villebois fire. Staff quickly located the water quality manholes downstream of the fire site and proceeded to have them cleaned out. Additional cleanings, up to five times in select locations, occurred over the next three weeks. This was an important task to complete, since the excess amount of debris from the fire could prohibit the stormwater structures and basins from working properly and allowing pollutants to exit the system. Additionally, a flow control device in one of the manholes along the Tonquin Trail was repaired.

Fortunately, all the work was completed prior to any rainfall thereby minimizing the chance for any contaminants to reach Legacy Creek or ultimately the Willamette River.



Staff entry into a stormwater manhole



Equipment boom aids in accessing manhole

Utilities Division

Clackamas Community College Student Visit

The Utilities Division hosted a field trip for a group of students that are enrolled in the Water and Environmental Technology Program at the Clackamas Community College. The students received a glimpse of some of the roles and tools involved in the Utilities Division of Public Works. Randy Watson gave a presentation about our Industrial Pretreatment program. Andy Sheehan presented about GIS and how our asset management tool Cartegraph works. The Water Crew gave a tour of the “B” Level reservoirs and the Elligsen Well. The Sewer Crew performed an action packed demonstration of the capabilities of the Combination Cleaning Truck.



Jetting Demonstration



Paul Walker demonstrates the power of the high pressure hydro excavation wand by cutting through a piece of plywood.



Vacuum Demonstration