



City Council Meeting April 20, 2020

**Work Session: 5:00pm
Council Meeting: 7 pm**

Urban Renewal Agency following Council Meeting (all held in Council Chambers)

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

- Councilors are participating virtually, via Zoom videoconferencing
- Anyone experiencing fever or flu-like symptoms should not attend
 - Council Chambers capacity is limited to 10 people

To Provide Public Comment

- 1) Email cityrecorder@ci.wilsonville.or.us for Zoom login information.
- 2) Email testimony to cityrecorder@ci.wilsonville.or.us by 3 pm on April 20.
- 3) In-person testimony is discouraged, but can be accommodated.

To Watch the Meeting Online

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

City of Wilsonville

City Council Meeting

April 20, 2020



7:00 P.M. CALL TO ORDER

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

7:05 P.M. MAYOR'S BUSINESS

- A. Upcoming Meetings

7:10 P.M. COMMUNICATIONS

- A. Measure 26-210 for Supportive Housing Services (Dirksen)

7:25 P.M. CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

7:30 P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

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

7:40 P.M. CONSENT AGENDA

A. **Resolution No. 2787**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Goods And Services Contract With Pipeline Video Inspection, LLC (DBA Aims Companies) For The Closed Circuit TV (CCTV) Inspection Services Project. (Montalvo)

B. **Resolution No. 2800**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Goods And Services Contract With HMI Oregon Dealership, Inc. For The Library Furniture Project. (Duke)

C. **Resolution No. 2806**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute The First Amendment To Construction Contract With Moore Excavation, Inc. For The Garden Acres Road & PLM_1.2 Water Transmission Line Project. (Weigel)

D. **Resolution No. 2810**

A Resolution Of The City Of Wilsonville Authorizing A Second Amendment To Wilsonville Community Sharing Support Grant Agreement. (Rodocker)

7:50 P.M. NEW BUSINESS

A. Resolution No. 2811 (Urban Renewal Program Income Funds)

A Resolution Of The City Of Wilsonville Authorizing A City Of Wilsonville Small Business COVID-19 Grant Program. (Vance)

B. Resolution No. 2812 (Transient Lodging Tax Funds)

A Resolution Of The City Of Wilsonville Authorizing A City Of Wilsonville Small Business COVID-19 Grant Program. (Vance)

8:10 P.M. CONTINUING BUSINESS

A. None.

8:10 P.M. PUBLIC HEARING

A. Resolution No. 2809 (Legislative Hearing)

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2019-20. (Rodocker)

B. Ordinance No. 841 – 1st Reading (Legislative Hearing)

An Ordinance Of The City Of Wilsonville Adopting Text Amendments To The Wilsonville Comprehensive Plan And Development Code Regarding The Planned Development Residential (PDR) And Residential (R) Zones. (Pauly)

8:30 P.M. CITY MANAGER'S BUSINESS

8:35 P.M. LEGAL BUSINESS

8:40 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.



Wilsonville Small Business COVID Relief Grant Proposal

April 20, 2020

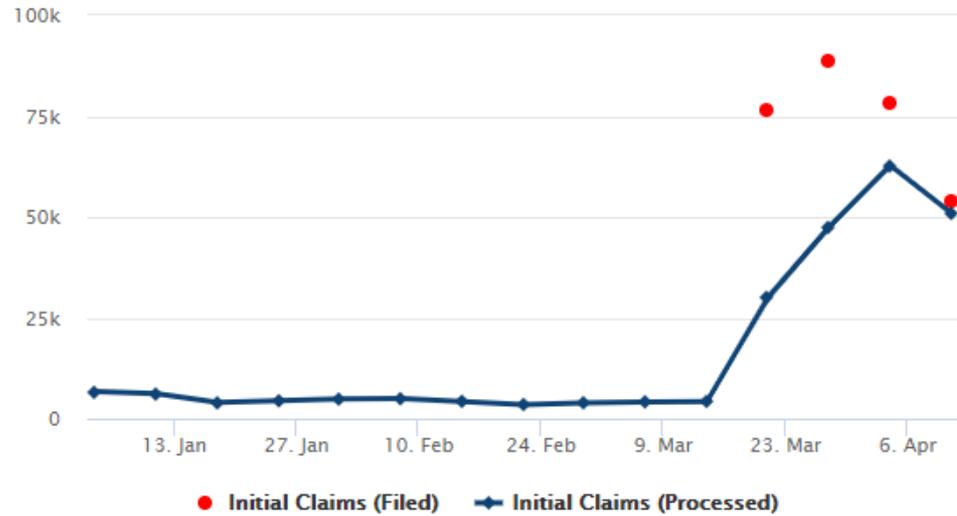




We're in this together

Oregon Initial Claims for Unemployment Insurance, Weekly

Gray = recession as defined by National Bureau of Economic Research



Source: U.S. Department of Labor, Oregon Employment Department



Economic Phases of COVID-19

Exhibit 1: Phases of the Coronavirus Pandemic

Source: UO Institute for Policy Research & Engagement and ECONorthwest



March - June
(optimistically), when we may see loosening of stay-at-home orders.

June through, perhaps, December, as businesses seek to resume operations. Intermittent or targeted partial shutdowns might continue.

December through the dissemination of a vaccine and perhaps beyond (1 - 3 years).

How soon businesses reopen and people can start spending will largely determine the length and depth of the recovery phase.



\$400K City Grant Relief Program



Overview of City Assistance Programs in Response to COVID-19

Program	Budget
City Utility Relief (WCS)	\$10,000
Gift Card Program	\$20,000+
Rent and Utility Assistance	\$50,000
Small Business Relief Grants – Hospitality (TLT)	\$200,000
Small Business Relief Grants – General Business (URA)	\$200,000
Total	\$480,000



Metric	Count	Percent	Note
TOTAL	1,066	100%	Total number of licenses
No or 0 FTE	304	29%	Includes out-of-town registrations, sole-proprietorships and home-based businesses
1 FTE	103	10%	
2 FTE	83	8%	
3 FTE	70	7%	
4 FTE	64	6%	
5 FTE	43	4%	
Total 1-5 FTE	363	34%	Total above of 1 to 5 FTE
>6 FTE	399	37%	Total below of 6 to 101+ FTE
6-10 FTE	145	14%	
11-20 FTE	112	11%	
21-49 FTE	82	8%	
50-100 FTE	30	3%	
101+ FTE	30	3%	
Address in 97070	888	83%	
Address not in 97070	178	17%	Business or corporate parent/HQ/HR/AR office located outside of Wilsonville-area zip code



Funding & Impact Trade-Offs

Funding	Grant Size	Grants Distributed	% of Wilsonville Business Receive Grants
\$200,000	\$1,000	200	19%
	\$2,000	100	9%
	\$3,000	67	6%
	\$4,000	50	5%
	\$5,000	40	4%
	\$6,000	33	3%
	\$7,000	29	3%
	\$8,000	25	2%
	\$9,000	22	2%
	\$10,000	20	2%



Portland Area Relief Programs

Jurisdiction	Relief Type	Population	Budget	Grant Size	Funding Source
Beaverton	Grants	100,000	\$250K	<\$2.5K	General Fund
Hillsboro	Grants	108,000	\$1M	<\$3K Lowered amount from \$5k to \$3k to reach more businesses	Enterprise Zone, Revenue's from Oregon's Strategic Investment Program, or SIP.
Tualatin	Grants	28,000	\$250K	<\$10K	URA Program Income
Tigard	Grants/Loans	55,000	\$300K	<\$1.5K grants \$10-50K low interest loans (administered through local non-profit lender)	Business License Fees
Portland	Grants/Loans (0% interest)	653,000	\$2M	<\$10K grants <\$50K loans	General Fund, Enterprise Zone
Sherwood	Grants	200,000	\$100K	<\$2.5K	General Fund
Gresham	Grants	110,000	\$400K	<\$1K	Community Service Fees through Enterprise Fund



Wilsonville Grant Program Overview

- 3 person task force
- \$400K budget
 - \$200K from URA Income
 - \$200K from TLT (\$170K after hotels)
- Two Tier Program
 - \$2K Grants for micro-businesses (0-5 FTE, 93 grants)
 - \$5K grants to small businesses (6-20 FTE, 37 grants)
- Hotel Grants
 - \$10K grants to 3 Clackamas Hotels



Mandatory Criteria

- ✓ Businesses must have a current City of Wilsonville business license.
- ✓ Owner or managing entity based within 25 miles of Wilsonville and within the State of Oregon (applies to local independent businesses and franchises).
- ✓ If the business is part of a chain, the franchise of the business is owned by an individual
- ✓ Business must have a brick and mortar/physical facility located in the City of Wilsonville.
- ✓ If selected, the business will need to submit a W-9, Federal Tax ID number, and their City of Wilsonville business license number.
- ✓ Micro and small businesses with 0-20 FTE (full-time employees), including sole-proprietors.



Additional Considerations (Tie Breakers)

- Equity and Inclusion
 - Minority/Women Business Enterprise (M/WBE) (1 point)
 - Disadvantaged Business Enterprise (DBE and ACDBE) (1 point)
 - Service Disabled Veteran (SDV) (1 point)
- Legacy Wilsonville businesses that have been operating in the city for a longer time period.
 - Less than 3 years (1 point)
 - 4 - 8 years (2 point)
 - 9+ years (3 points)
- Wilsonville businesses that have not received Federal, State or County relief funding yet. (1 point)



Excluded

- Non-profits excluded.
- Virtual- and home-based businesses excluded.



Grant Application Experience

Wilsonville Small Business COVID-19 Relief Grants Program

1. Business Information

Please provide the following information on the business applying for emergency financial assistance; all information is public record subject to disclosure.

* 1. **Applicant Business Name** (as it appears on federal W-9 form) 

Test Business

* 2. **Upload the Business Federal W-9 Form** (Click on button to upload image file; 16 MB limit) 

Choose File No file chosen

* 3. **Contact Information** 

First Name
Last Name
Title
Email Address
Phone Number

* 4. **Street Address** (Physical location; home-based businesses are not eligible) 

Address *
Address 2
City/Town *
State/Province *
ZIP/Postal Code *



Hotels and Lodging

- **Did Not Receive County Relief Grant**
 - Snooze Inn
 - Guesthouse Wilsonville
 - Best Western Wilsonville
- **Received \$10K Relief Grant from Washington County**
 - Holiday Inn
 - Motel 6
 - La Quinta



Timeline Scenarios

Accelerated

- April 21: Marketing campaign to promote program
- April 22-24: Grant Application Period
- April 27: Evaluation of Applications
- April 30: Dispersal of grant awards

Realistic

- April 22-24: Marketing campaign to promote program
- April 27-29: Grant Application Period
- April 30-May 1: Evaluation of Applications
- May 4: Dispersal of grant awards



Questions for Council Input

- In the travel tourism category, do we increase cap to 80 FTE to include larger employee-count restaurants and tourism attractions?
- How do we incorporate lodging/hotel establishments?
- Is there other weighted criteria we should consider for tie-breakers (randomized approval, date of submission, other factors like revenue, etc.)?



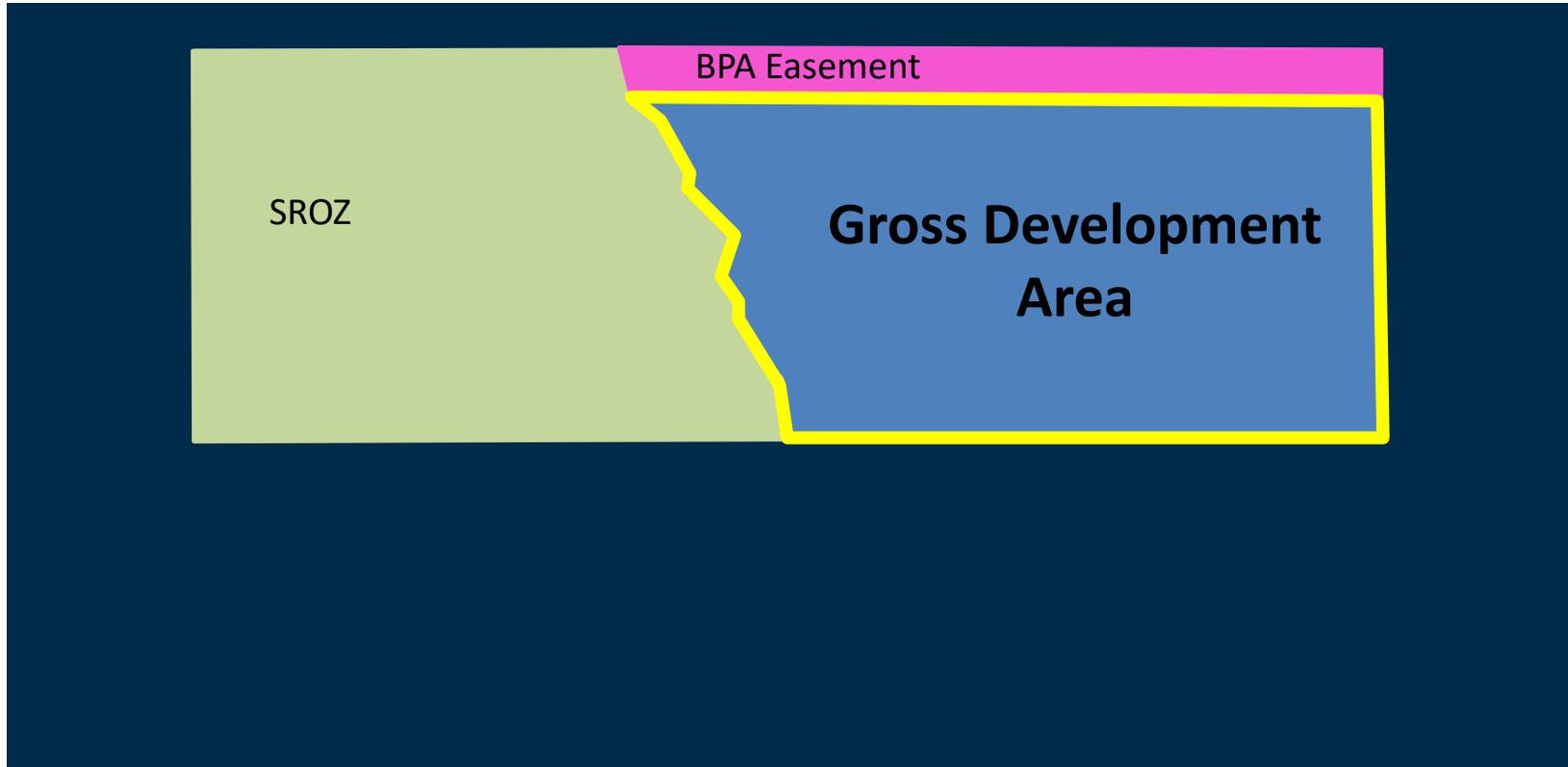
Residential Code Modernization Project

City Council Work Session

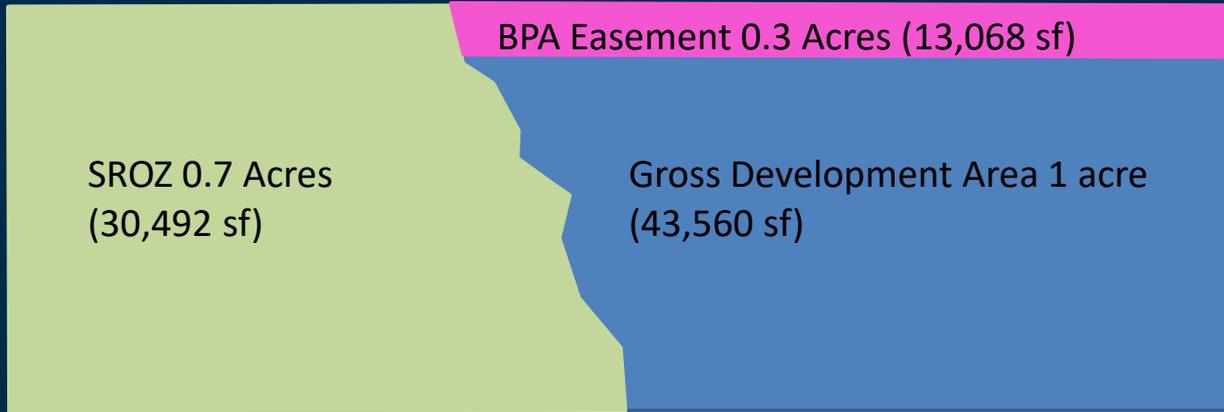
April 6, 2020

Presented by Daniel Pauly AICP, Planning Manager

Calculating Density



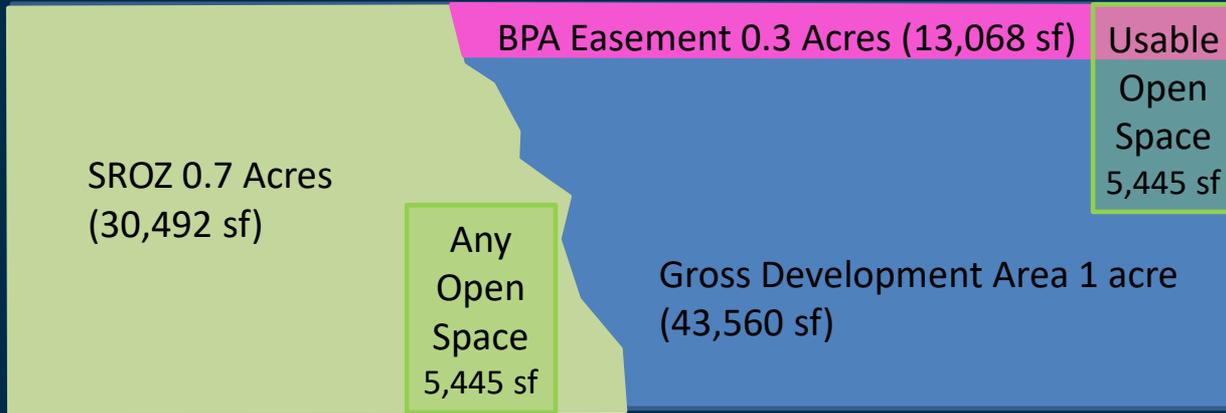
Amount of Open Space



Total open space required equal to 25% of Gross Development Area
 $1 \text{ acre} * 25\% = 0.25 \text{ acres (10,890 sf)}$

Half of open space required to be usable
 $0.25 \text{ acre} * 0.5 = 0.125 \text{ acres (5,445 sf)}$

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CITY COUNCIL MEETING STAFF REPORT

Meeting Date: April 20, 2020	Subject: Commercial Recreation in Planned Development Industrial Zones Staff Member: Philip Bradford, Associate Planner Department: Community Development, Planning Division	
Action Required	Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Provide initial input on the project.		
Recommended Language for Motion: N/A		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities: Organizational Excellence and Continuous Improvement; Thoughtful, Inclusive Built Environment.	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Consider the information presented regarding the expansion of commercial recreation uses within the Planned Development Industrial zone and provide direction on preferred next steps for potential Development Code revisions.

EXECUTIVE SUMMARY:

The City receives regular inquiries about allowing more area for commercial recreation uses in the Planned Development Industrial (PDI) zone. In response to those inquiries, Council previously directed staff to investigate the feasibility of expanding the allowance for these uses. Examples of commercial recreation uses include gymnastic studios, gyms, indoor playfields, and sports courts. Commercial recreation uses tend to have broad community support as the uses provide enrichment activities for residents and their families and space for sports during inclement weather.

Commercial recreation uses seek out industrial space over commercial retail or office space for several reasons including high ceilings and larger floor spaces without frequent support columns found in commercial structures. Currently, the city limits commercial recreation uses in the PDI zone the same as other retail or commercial office uses (5,000 sf per building, or 20,000 sf in a multi-building complex). Commercial uses in the PDI zone are limited to these commercial space allowance standards or have commercial spaces grandfathered under older zoning standards. The number of large grandfathered commercial spaces in the PDI zone is limited.

In response to inquiries and continued interest in the topic, the City hired Angelo Planning Group (APG) to perform a development code audit and write a white paper. APG provided the final draft of their White Paper in October 2019 (Attachment 1). The white paper explores the question of what extent commercial recreation uses should be allowed in the PDI zone. It notes that some commercial recreation users seek more than 5,000 square feet currently restricted by city standards. The paper also suggests several parameters and conditions to ensure compatibility with adjacent industrial users such as how to handle traffic impacts, how to address on-site parking impacts, and how to mitigate conflict between passenger vehicles and industrial truck traffic. The white paper begins by introducing the topic of commercial recreation in the PDI zone, then summarizes the code audit findings, providing examples of regulations from other jurisdictions in the Portland area, and concludes with recommendations for potential development code changes.

The white paper was presented to the Planning Commission during the January 8, 2020 work session. The Planning Commission provided initial feedback and direction on allowing commercial recreation uses in the PDI zone. Comments and requests from the Planning Commission are as follows:

- Trip generation, parking, and traffic impacts should not negatively impact industrial uses.
- Information on how much space in PDI developments is currently being used by commercial recreation uses would be helpful.
- Desire to better understand Metro's Title 4 restrictions and how much industrial land in the City is subject to those limitations. Title 4 is a component of Metro's Urban Growth Management Plan intended to preserve and protect industrial and employment lands from non-industrial uses.

Since the January 8th Planning Commission work session, staff has worked to address the feedback and requests received from Commissioners as follows:

- Planning staff worked with the GIS Department to create maps (Attachment 2) to illustrate the City's industrial areas and where commercial recreation square footage limits could be expanded.
 - The first map shows the City's industrially-zoned lands and areas identified on Metro's Title 4 Map: Industrial and Other Employment Areas. Title 4 has three

employment type designations, and the allowance of commercial uses varies based on designation, with Regionally Significant Industrial Areas (RSIA) being the most restrictive, Industrial Areas mildly less restrictive, and Employment Areas being the least restrictive.

- Current City PDI standards are consistent with the restrictions outlined for Title 4 Industrial Areas. If standards are changed to increase the square footage allowance for commercial recreation uses that would only apply in areas designated as Employment Area by Metro Title 4, not Industrial or RSIA, in order to remain compliant with regional regulations. The second map shows these areas in the City: land both zoned PDI and designated Employment by Metro Title 4.
- Outreach was conducted surveying industrial landholders and commercial real estate brokers to assess issues that may arise with commercial recreation uses in industrial multi-tenant developments. Additional information regarding the outcome of the stakeholder outreach can be found in in the Outreach Summary (Attachment 3).
- The Outreach Summary also outlines additional outreach conducted with Commercial Recreation business owners to determine size needs and how their non-industrial business coexists with adjacent industrial users.

Based on the Planning Commission feedback and the stakeholder outreach conducted staff sees the potential of expanding Commercial Recreation uses, possibly through the creation of a conditional use permit process, with limits on size and location within the PDI zone. Prior to moving forward staff would specifically like the following direction from City Council:

- After reviewing this new information, does Council want staff to proceed to expand Commercial Recreation uses within PDI zones in the City?
- Are there any code concepts posed by the APG white paper that Council specifically wants staff to pursue?
- What guidance does Council have on square footage limitations?
- What additional feedback or questions does Council have for staff?

EXPECTED RESULTS:

City Council input and guidance on the extent of expanding size limits to commercial recreation uses within the Planned Development Industrial (PDI) Zone. Such guidance will allow staff to return to additional Planning Commission work sessions for additional input and feedback on draft development code changes.

TIMELINE:

City Council Work Session: April 20, 2020
Planning Commission Work Session: June 10, 2020
Draft Development Code Changes: Late Summer 2020

CURRENT YEAR BUDGET IMPACTS:

This project is using funded internal staff resources.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 4/8/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 4/15/2020

COMMUNITY INVOLVEMENT PROCESS:

The project includes outreach to the community with targeted outreach to potential commercial recreation tenants and their potential industrial neighbors along with industrial property owners and commercial real estate brokerage firms.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Improved regulatory climate for commercial recreation uses, more indoor recreation options for residents and visitors.

ALTERNATIVES:

Council has the opportunity to provide feedback with a range of potential alternative outcomes on this policy topic.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. City of Wilsonville Code Audit – Angelo Planning Group – October 15, 2019
2. Maps (2) illustrating Commercial Recreation Opportunities and Constraints
3. Stakeholder Outreach Summary – Commercial Recreation in PDI



City of Wilsonville Code Audit

To: City of Wilsonville Project Management Team
From: Cathy Corliss and Brandon Crawford, Angelo Planning Group
Date: October 15, 2019
Re: **WHITE PAPER – COMMERCIAL RECREATION IN INDUSTRIAL ZONES**

Introduction

The City of Wilsonville currently doesn't have provisions to allow large format commercial recreation (such as indoor sports facilities or gymnastic studios) in Planned Development Industrial (PDI) Zones. These uses typically benefit from the large floor area and high ceilings more readily available in existing industrial buildings more than commercial developments. This project explores:

- ✓ To what extent these uses should be allowed in PDI zones, and
- ✓ What parameters or conditions should be included, if allowed, to ensure compatibility with neighboring industrial uses, including:
 - How to handle additional traffic impacts?
 - How to mitigate potential conflicts between users of and traffic from recreational commercial from industrial truck traffic and other industrial operations?

Our analysis included two steps - a code audit and a white paper. The code audit provided an initial review of the City's Comprehensive Plan and Development Code to identify potential policy or technical issues in the City's current commercial recreation standards. This white paper:

- Briefly summarizes the findings of the audit
- Highlights examples from other cities
- Identifies potential solutions (code concepts) in response to the issues identified in the audit

The findings from the audit and white paper are intended to assist the City in modernizing its commercial recreation standards while also reducing barriers toward achieving other City policies or goals.

Summary of Code Audit Findings

POLICIES. The Comprehensive Plan recognizes the importance of protecting the viability of industrial uses within the PDI zones but does suggest that non-industrial uses can be sited in industrial areas. However, there are several Comprehensive Plan measures which are intended to limit non-industrial uses in industrial area. While compliance with (or amendment of) these measures will need to be evaluated when considering regulatory changes to allow larger or additional commercial recreation uses in PDI zones.

ATTACHMENT 1

City of Wilsonville White Paper – Commercial Recreation Uses

DEFINITION. The City’s Development Code (Section 4.001) includes the following definitions:

54. Commercial: Development having to do with retail, service, commercial recreation, and/or office uses.

61. Commercial Recreation: “A planned development commercial center or complex of recreational and complimentary uses. Typical uses include miniature golf courses, bowling alleys, theaters, tennis and racquetball clubs, health spas, swim centers, pool halls and sports complexes. Appropriate complimentary uses would include restaurants and sporting goods stores.”

The Development Code’s current system of listing uses individually without providing definitions for all listed uses creates some ambiguity. A use classification system could address this issue.

The terms “retail,” “service” and “service commercial” are not defined in the Development Code. However, Commercial Recreation is generally considered by the City as a commercial use catering to daily customers similar to retail and commercial office. The current definition does not make distinction between indoor and outdoor facilities or the intensity of the use. For example, high occupancy per square foot uses such as theaters and low occupancy per square foot uses such as tennis clubs are both included in the definition of “commercial recreation.”

SIZE LIMIT. As a retail use “commercial recreation” is allowed with limitations within PDI zones (up to 5000 square feet for a single building and 20,000 square feet for multiple buildings and to a lesser degree (up to 3000 sf) in Planned Development Industrial – Regionally Significant Industrial Area. These size limits are consistent with the Title 4 requirements of the Metro Urban Growth Management Functional Plan (UGMFP, Sections 3.07.420 and .430) for designated Industrial Areas and Regionally Significant Industrial Areas. Designated employment areas may have up to 60,000 sf of commercial retail use. However, the size limit of 5,000 sf would significantly limit the ability for a gymnasium or similar use to be sited in a PDI zone. A USA Gymnastics 2013 Survey of the Member Clubs identified a Medium Gym as 10,000 to 16,000 sf with between 325 and 650 students.¹ According to the 2016 USA Gymnastics Survey of the Member Clubs, many gym owners have moved away from getting large warehouse facilities in industrial areas and are now operating their businesses in facilities closer to the communities they want to serve.² Even so, the typical sizes described for gymnasiums are still 12,000 to 15,000 sf.

PARKING. In addition to the size limit, parking may be a barrier to allowing the use within the PDI zones, especially if the use is proposed within an existing industrial building with existing parking based on the industrial standard of 1.6 spaces per 1,000 sf. If gymnasiums are classified as “retail”, the parking requirement would be 4.1 spaces per 1,000 sf.

IMPACTS. The performance standards in Section 4.135.05 apply to all industrial properties and sites within the PDI Zone. The standards are geared toward the impacts associated with industrial uses such as vibration, odors and noise. A gymnasium or similar use would typically not have the types of impacts that

¹ <https://usagym.org/PDFs/Member%20Services/Member%20Club%20Site/SurveyMmbrClubs2013.pdf>

² https://usagym.org/pages/memclub/biztips/articles/2017_1109.html

are addressed by these standards. Traffic impacts and compatibility (with industrial uses), which would be a concern, are not required to be addressed by Section 4.135.05.

The Site Plan Review approval criteria in Section 4.421.01 address the issue to some degree by requiring consideration of the placement of drives, parking and circulation and their impact on neighboring properties. Similarly, the standards applicable to all Planned Development Zones in Section 4.118.03.E provide the ability through the PD process to modify the proposed development in order to prevent congestion of streets and/or to facilitate transportation. However, these criteria and standards do not directly address the City’s concern about traffic impacts and mitigation.

Examples from Other Jurisdictions

The following is a summary of code requirements from cities in Oregon and elsewhere as they relate to the definition of indoor commercial recreation uses and the industrial zones in which such uses are permitted. These represent a range of options – not all are necessarily “best practices.” Because State and regional policy frameworks related to the preservation of industrial land for industrial uses are unique, the research emphasizes other Oregon cities within the Metro region.

Uses and Zones

Beaverton

The definition of “recreational facilities” makes no distinction between private or public facilities or indoor or outdoor. Recreation facilities are listed in the use tables under “Civic Uses/Recreation”

Recreational Facilities. Facilities that are intended to provide amusement to the user, with limited allowance for spectators. This use includes, but is not limited to: theaters, health clubs, golf courses, non-motorized bicycle tracks, skateboard parks, swimming clubs or pools, tennis or handball or racquet clubs, bowling alleys, dance halls, skating rinks, indoor soccer fields, laser tag, paintball, or other similar uses.

Office Industrial (OI) zone is the City’s primary employment zone and Industrial (Ind) is the primary industrial zone. The both zones allow “privately owned facilities, such as fitness clubs, racquetball or handball clubs, tennis courts or swimming pools exclusive of spectator sports facilities” subject to footnote (1):

(1) Ancillary showrooms and retail area are Permitted if comprising not more than 10% of gross building floor area, and provided that no individual retail use exceeds 2,000 square feet of gross building floor area. Ancillary showrooms and retail area are Conditional if use is between 10% and 20% of gross building floor area and no individual retail business use exceeds 5,000 square feet of gross building floor area.

If classified as a retail or service business up to 30,000 sf would be allowed in the OI zone with a conditional use permit. The conditional use approval criteria require compatibility but there do not appear to be any use specific approval criteria. It’s not clear which threshold the City applied when approving the existing facilities noted below.

ATTACHMENT 1

City of Wilsonville White Paper – Commercial Recreation Uses

Existing Indoor Commercial Uses	Zoning
Stoneworks Climbing Gym, 6775 SW 111th Ave	Industrial zone (use in location since 1993)
Oregon Gymnastics Academy, 16305 NW Bethany Ct.	Office Industrial zone
Pump It Up Beaverton Kids Birthdays and More, 9665 SW Allen Blvd	Office Industrial zone

Hillsboro

Hillsboro uses a use classification system which provides a detailed description of Commercial Recreation, which is fairly broad and includes both indoor and outdoor facilities. The use is permitted in General Industrial, although the Code notes that certain retail uses may be subject to square footage limitations based on Metro Title 4 requirements.

A. Characteristics. Commercial Recreation uses are sports-oriented facilities used for a variety of health, recreational, or social activities. Activities are primarily by and for participants; spectators are incidental and present on a non-recurring basis. Activities may be conducted within an enclosed building or in open facilities.

B. Examples of Outdoor Commercial Recreation Uses....

C. Examples of Indoor Commercial Recreation Uses.

- *Sports courts*
- *Bowling alleys*
- *Skating rinks*
- *Game arcades, pool halls, and billiards halls*
- *Indoor firing ranges*
- *Clubs and gymnasiums with weight rooms, indoor pools or tracks, and similar facilities*

D. Examples of Accessory Uses.

- *Caretaker’s quarters*
- *Concessions or incidental retail sales*
- *Restaurants and banquet facilities*
- *Conference rooms*
- *Child care facilities*
- *Maintenance facilities*
- *Parking for customers and employees*

E. Exceptions. Uses which draw large numbers of people to periodic events are classified as Major Assembly Facilities.

In Industrial Park, indoor Commercial Recreation requires conditional use (CU) approval; outdoor facilities are not permitted. In Station Community Business Park, indoor facilities are permitted; outdoor facilities not permitted. Commercial Recreation is not permitted in the following industrial zones: Industrial Sanctuary; Station Community Industrial; Shute

ATTACHMENT 1

Road Special Industrial District; Evergreen Area Special Industrial District; and Helvetia Area Special Industrial District. Our initial review identified only one commercial recreation facility in an industrial zone and it may pre-date the code requirements.

Existing Indoor Commercial Uses	Zoning
Park Lanes Family Entertainment Center, 6360 SE Alexander St	Industrial Park zone. (Indoor Commercial Recreation requires CU although this use may pre-date the requirement)
Topgolf, 5505 NE Huffman St	Industrial Park zone. This project was approved through CU. Topgolf will occupy about 20 percent of the property and no other commercial recreation facilities will be allowed on the remainder of the 75-acre site.

Sherwood

Sherwood provides two possible definitions for uses such as gymnastic studios.

Commercial - Entertainment/recreation

Indoor recreation facilities such as arcades, mini-golf, or bounce house facilities 2,3

2 If use is mixed with another, such as a restaurant, it is considered secondary to that use and permitted, provided it occupies less than fifty (50) percent of the total area.

3 Limited in size to five thousand (5,000) square feet in a single outlet and no more than twenty thousand (20,000) square feet in multiple outlets in the same development project

Personal Services

Health clubs and studios less than 5,000 square feet in size

Sherwood has three employment/industrial zones: Employment Industrial, Light Industrial (LI), General Industrial (GI). Health clubs less than 5000 sf are permitted in all zones except that within the Tonquin Employment Area (TEA), only commercial uses that directly support industrial uses located within the TEA are permitted as conditional uses. Indoor recreation facilities are a conditional use in all zones with no size limit specified. The existing gymnastics studio would be allowed with conditional use approval.

Existing Indoor Commercial Uses	Zoning
Tumblebears Children's Gymnastics, 14997 SW Tualatin Sherwood Rd	Light Industrial zone.

Tigard

Tigard uses a use classification system which provides two possible categories for uses such as climbing gyms.

C. Community Services.

ATTACHMENT 1

1. *Characteristics: Community Services uses are public or non-profit recreational, social and multipurpose facilities of an indoor or outdoor nature.*

2. *Accessory uses: Accessory uses commonly found are parking, offices, athletic facilities, clubhouses, picnic shelters, maintenance facilities, and concessions.*

3. *Examples: Examples include community centers, senior centers, indoor and outdoor tennis, racquetball, and soccer clubs, indoor and outdoor swimming pools, parks, playgrounds, picnic areas, and golf courses.*

G. Indoor Entertainment.

1. *Characteristics: Indoor Entertainment consists of for-profit facilities providing active recreational uses of a primarily indoor nature.*

2. *Accessory uses: Accessory uses commonly found include parking, offices, limited retail, and concessions.*

3. *Examples: Examples include health/fitness clubs, tennis, racquetball and soccer centers, recreational centers, skating rinks, bowling alleys, arcades, shooting ranges, and movie theaters.*

Tigard has three employment/industrial zones: Industrial Park, Light Industrial, Heavy Industrial. “Community Services” require conditional use approval in all three zones and is limited to either temporary uses or outdoor uses within the floodplain. Indoor Entertainment is allowed in Industrial Park with no size limit but prohibited in the other two zones. The existing climbing gym identified below would have been classified as “community service” if the applicant had been a public or non-profit agency, and conditional use approval (CU) would have been required. It’s unclear from the code why the City makes this distinction.

Existing Indoor Commercial Uses	Zoning
The Circuit Bouldering Gym Tigard, 16255 SW Upper Boones Ferry Rd	Industrial Park zone. The use was classified as “indoor entertainment.” A CU was not required.

Tualatin

Tualatin recently amended its code to a use classification system; however, it retained a number of specific use limitations. There are three categories that could be applicable to an indoor recreation facility.

Commercial Recreation.

(1) Characteristics. Commercial Recreation uses are facilities used for a variety of health, recreational, entertainment, or social activities, usually operated by a for-profit business or membership organization, but may be conducted by a non-profit or public entity. Activities are primarily by and for participants; spectators are incidental and present on a non-recurring basis. Activities may be conducted within an enclosed building or in open facilities. (2) Examples of Uses.

- *Amusement enterprise, including pool hall, bowling alley, dance hall or skating rink.*

ATTACHMENT 1

City of Wilsonville White Paper – Commercial Recreation Uses

- *Boat dock, marina, or boat rental.*
- *Family recreation center (as defined in TDC 39.115).*
- *Health or fitness facility (as defined in TDC 39.115).*
- *Private meeting hall, club or lodge hall, or fraternal organizations.*
- *Public or private camping grounds, including recreational vehicle parking.*

Other Educational and Vocational Services.

(1) Characteristics. Other Educational and Vocational Services provide specialized training or instruction not regulated by the Higher Education Coordinating Commission (HECC) or state mandated. These services may be provided to children or adults. Training or instruction may be provided for fine arts, recreational or athletic activities, professional, or academic tutorial instruction. (2) Examples of Uses.

- *Martial arts or gymnastics instruction.*
- *Music or dance instruction.*
- *Arts and crafts schools.*
- *Tutoring services (freestanding, not provided within a residential dwelling).*
- *Vocational training.*

Community Services.

(1) Characteristics. Community Services are uses of a public, nonprofit, or charitable nature generally providing continuous, on-site social, cultural, or recreational services provided to residents of the community. (2) Examples of Uses.

- *Community centers, youth or senior centers, open to the general public.*
- *Community aquatic centers, open to the general public.*
- *Community recreation buildings or facilities.*
- *Cultural centers.*
- *Libraries, museums, and related cultural facilities.*

Tualatin has three employment/industrial zones: Light Manufacturing, General Manufacturing, Manufacturing Park, Manufacturing Business Park.

Light Manufacturing (General Manufacturing and Manufacturing Park zones have similar limitations)

Commercial Recreation - Permitted uses limited to health or fitness facility if within 60 feet of the CO district and subject to TDC 60.210(5) which includes a trip generation cap; or, as a limited use in all other locations, subject to TDC 60.210(2) which requires commercial uses be located on the same site as a permitted

ATTACHMENT 1

industrial use. The site must be used primarily for industrial purposes and the commercial use is subject to the following limitations.

(i) Maximum Size. The use must not exceed 5,000 square feet for any individual use or a total of 20,000 square feet of all retail or service uses on the site.

(ii) Spacing Standard. Uses must not be located within 80 feet from any Residential Planning District and from the right-of-way of SW Tualatin-Sherwood Road.

(iii) Access Standard. If located in a standalone building, the uses must not have direct access onto any arterial or collector street.

Other Educational and Vocational Services - limited to: Correspondence, trade, or vocational school as a secondary use subject to TDC 60.210(2); and Trade or industrial school and subject to TDC 60.210(3).

Community Services - not permitted

Manufacturing Business Park - Commercial Recreation, Other Educational and Vocational Services and Community Services uses are not permitted

The existing indoor commercial uses identified in our initial review could pre-date the code requirements. It's also possible that Tilton's Gymnastics is below the 5,000 sf threshold and thus would be a permitted use in ML zone.

Existing Indoor Commercial Uses	Zoning
Tilton's Gymnastics, 19356 SW Mohave Ct	Light Manufacturing zone
Tualatin Indoor Soccer, 11883 SW Itel St	General Manufacturing zone

Longmont, CO

Longmont has two related uses (NOTE: it's not clear why they make a distinction).

Commercial health facility or club. Any private use or development providing facilities for exercise or sport that is operated or carried on primarily for financial gain. This use type does not include indoor or outdoor commercial recreation facilities or indoor shooting ranges.

Commercial recreation facility, indoor. Any private use or development providing amusement or sport that is operated or carried on primarily for financial gain. Indoor commercial recreation means commercial recreation conducted entirely within an enclosed structure; including but not limited to, bowling alleys, skating rinks, pool halls, and video and pinball parlors. This use type does not include outdoor commercial recreation facilities or indoor shooting ranges.

Both require conditional use approval (CU) in the City's Employment (industrial) zone. There is a maximum size limit of 15,000 sf for commercial health facilities and a 25,000 sf indoor commercial recreation facilities.

Seattle, WA

Seattle's code makes an interesting (and somewhat blurry) distinction between "sports and recreation, indoor" and "community club or center."

ATTACHMENT 1

City of Wilsonville White Paper – Commercial Recreation Uses

"Sports and recreation, indoor" means an entertainment use in which facilities for engaging in sports and recreation are provided within an enclosed structure, and in which any spectators are incidental and are not charged admission. Examples include but are not limited to bowling alleys, roller and ice skating rinks, dance halls, racquetball courts, physical fitness centers and gyms, and videogame parlors.

"Community club or center" means an institution used for athletic, social, civic or recreational purposes, operated by a nonprofit organization, and open to the general public on an equal basis. Activities in a community club or center may include classes and events sponsored by nonprofit organizations, community programs for the elderly, and other similar activities.

The code appears to be much stricter regarding the placement of community clubs in industrial zones. "Sports and recreation, indoor" is classified as a commercial "entertainment use" and is permitted in all industrial zones (IB, IC, IG1 and IG2 (general), and IG2 in the Duwamish M/I Center) except IG1 in the Duwamish M/I Center. A size limit of 75,000 sf applies in industrial zones except in IG1 and IG2 which have a 10,000 sf size limit. "Community clubs" are classified as an "institutional use" and are permitted only in a building existing on October 7, 1987 in most industrial zones.

Seattle provides an exception to enable the reuse of older industrial buildings.

F. Special Exception to Size-of-Use Limits for Reuse of Certain Buildings. 1. Special Exception to Size-of-Use Limits. If a building meets all of the conditions in subsection 23.50.027.F.2, then pursuant to the procedures in Chapter 23.76, the Director may grant a special exception to the size limits in Table A for 23.50.027 for one or more uses in that building and any other buildings on the lot, based upon the criteria in subsection 23.50.027.F.3.

3. Special Exception Criteria. The Director may grant the special exception when all of the following are met:

a. At least 75 percent of the building that is eligible under subsection 23.50.027.F.2, existing as of January 1, 2009, remains intact after reuse, except to the extent structural alterations are necessary to comply with other applicable codes;

b. The proposed use will not directly or indirectly lead to changes in traffic volumes, traffic patterns or right-of-way improvements that would interfere with adjacent industrial uses, such as by impeding freight access and freight movement; and

c. The proposed use will not contribute to a pattern or density of non-industrial uses to an extent that will conflict with the viability of industrial uses or development on adjacent industrially zoned property.

ATTACHMENT 1

Parking

The following table summarizes parking requirements for commercial recreation uses in cities within the region.

Jurisdiction and Use	Min. Parking Spaces Required
Beaverton	
<ul style="list-style-type: none"> Sports Clubs / Recreational Facilities Tennis / Racquetball Courts 	<p>4.3 per 1000 sf</p> <p>1.0 per 1000 sf</p>
Hillsboro	
<ul style="list-style-type: none"> Indoor facilities Court sports 	<p>3 per 1000 sf</p> <p>2/court</p>
Sherwood	
<ul style="list-style-type: none"> Sports club/recreation facility General retail or personal service Tennis racquetball court 	<p>4.3 per 1000 sf</p> <p>4.1 per 1000 sf</p> <p>1.0 per 1000 sf</p>
Tigard	
<ul style="list-style-type: none"> Community Services Indoor Entertainment 	<p>2.0 per 1000 sf</p> <p>4.3 per 1000 sf</p>
Tualatin	
<ul style="list-style-type: none"> Bowling alley Dance hall, skating rink Racquet court, health club 	<p>5.00 spaces per lane</p> <p>4.3 per 1000 sf</p> <p>1.00 per 1000 sf</p>
Portland - Health clubs, gyms, lodges, meeting rooms, and similar. Continuous entertainment such as arcades and bowling alleys	1 per 330 sq. ft. of net building area

Approval Criteria

Portland

Portland allows certain commercial uses in Industrial Zones Commercial Outdoor Recreation subject to conditional use approval. Section 33.815.125 provides specific approval criteria for these uses. However, these criteria (especially “D” may make it difficult to site the types of commercial recreation uses Wilsonville is exploring.

These approval criteria promote preservation of land for industry while allowing other uses when they are supportive of the industrial area or not detrimental to the character of the industrial area. The approval criteria are:

A. The proposed use will not have significant adverse effects on nearby industrial firms, and on truck and freight movement;

B. Transportation system:

1. The transportation system is capable of supporting the proposed use in addition to the existing uses in the area. Evaluation factors include safety, street capacity, level of service, connectivity, transit availability, availability of pedestrian and bicycle networks, on-street parking impacts,

ATTACHMENT 1

access restrictions, neighborhood impacts, impacts on pedestrian, bicycle, and transit circulation. Evaluation factors may be balanced; a finding of failure in one or more factors may be acceptable if the failure is not a result of the proposed development, and any additional impacts on the system from the proposed development are mitigated;

2. Measures proportional to the impacts of the proposed use are proposed to mitigate on- and off-site transportation impacts. on- and off-site transportation impacts. Measures may include transportation improvements to on-site circulation, public street dedication and improvement, private street improvements, intersection improvements, signal or other traffic management improvements, additional transportation and parking demand management actions, street crossing improvements, improvements to the local pedestrian and bicycle networks, and transit improvements.

3. Transportation improvements adjacent to the development and in the vicinity needed to support the development are available or will be made available when the development is complete or, if the development is phased, will be available as each phase of the development is completed.

C. The proposed use will not significantly alter the overall industrial character of the area, based on the existing proportion of industrial and non-industrial uses and the effects of incremental changes;

D. The proposed use needs to be located in an industrial area or building because industrial firms or their employees constitute the primary market of the proposed use; and

E. City-designated scenic resources are preserved.

Metro UGMFP

Title 4 requires consideration of the criteria in Section 3.07.450(c) when a city or county wishes to amend its comprehensive plan or zoning regulations to change its designation of land on the Employment and Industrial Areas Map in order to allow uses not allowed by Title 4. However, several of these criteria could be useful when evaluating conditional uses as well.

(4) The amendment would not allow uses that would reduce off-peak performance on Main Roadway Routes and Roadway Connectors shown on the Regional Freight Network Map in the RTP below volume-to-capacity standards in the plan, unless mitigating action is taken that will restore performance to RTP standards within two years after approval of uses;

(5) The amendment would not diminish the intended function of the Central City or Regional or Town Centers as the principal locations of retail, cultural and civic services in their market areas;

...

Code Concepts

DEFINITION. The City’s current definition of “commercial recreation” is quite broad. Clarify and potentially narrow the description of the types of commercial recreation uses that are appropriate in the Planned Development Industrial Zones. Potential considerations or factors that could become elements of an updated definition(s) (or use category) include:

- Whether the facility is entirely indoor rather than all or partially outdoor.

ATTACHMENT 1

City of Wilsonville White Paper – Commercial Recreation Uses

- The nature or intensity of the use. For example, sport/athletic (sport courts, pools, gyms, bowling, ice skating – i.e., activities with specialized facilities where a change of clothes or shoes is typically required) vs. recreation/amusement (pool halls, theaters, video and pinball parlors).
- Whether the use is a commercial “for profit” enterprise vs. non-profit (civic) [NOTE: This seems unlikely to affect the impact of the use on surrounding industrial uses; however, some jurisdictions make this distinction].

STANDARDS. Standards could further limit commercial recreation uses in the Planned Development Industrial Zones. Potential consideration that could be addressed by the standards include:

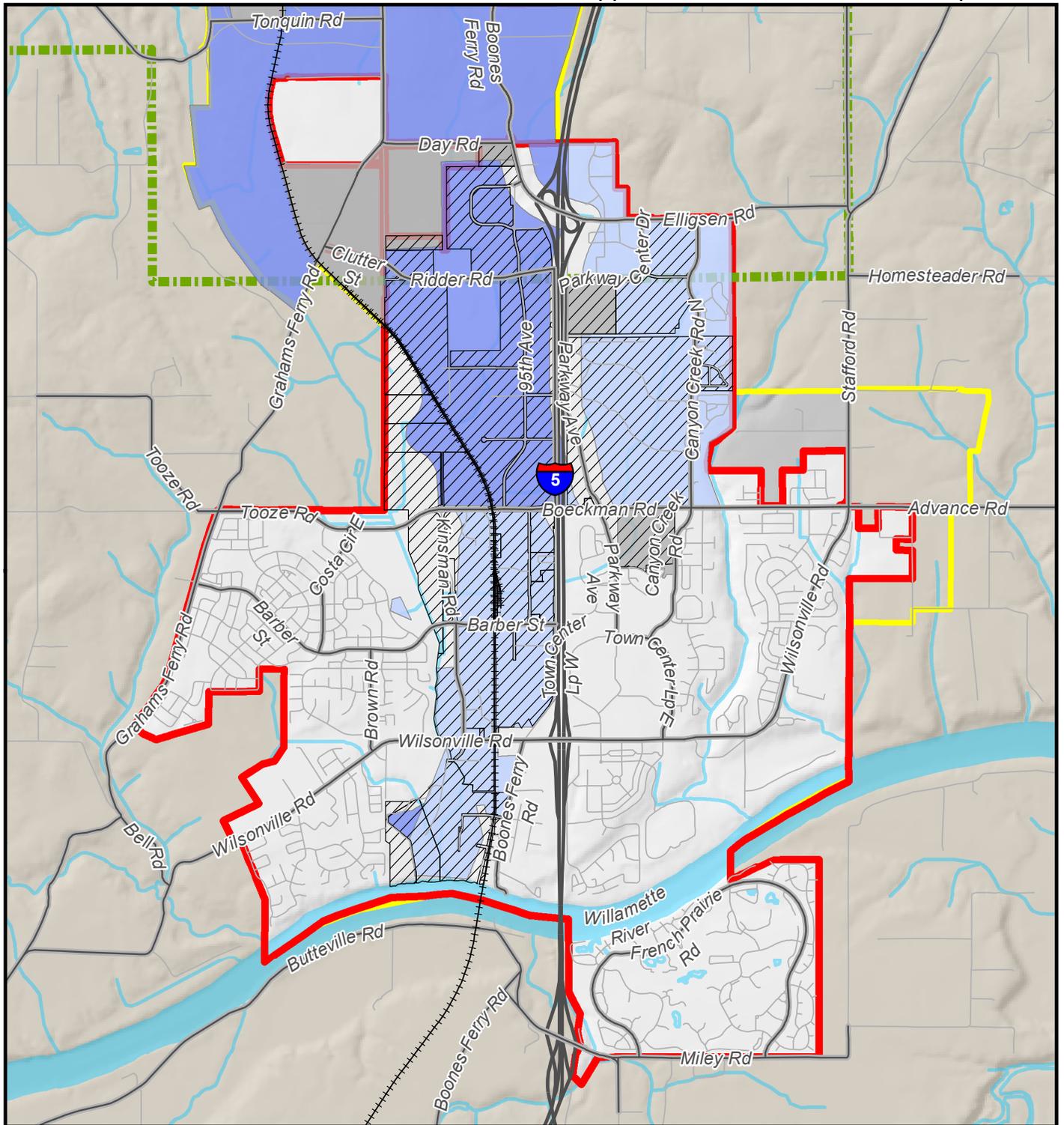
- Establishing size thresholds for permitted and conditional uses
- Requiring use be on a site with an existing industrial use (required mixed use)
- Varying the allowance in existing buildings (vs new purpose-built buildings)
- Setting limit on trip generation (e.g., relative to industrial uses)
- Limiting the location and/or access to arterials or key freight routes
- Reducing parking requirements for uses where the density of the patrons and employees per square foot is relatively low (e.g., gyms with sport courts) or allow applicants to submit parking study.

APPROVAL CRITERIA. If larger indoor commercial recreation facilities were permitted in the Planned Development Industrial Zones up as a conditional use, the City may wish to consider use-specific conditional use approval criteria similar to those in Portland and potentially incorporating the “freight route” and “town center” criteria in UGMFP Section 3.07.450(c).

Conclusion

This paper is intended as a starting place for discussion. There are broad policy questions regarding the use of industrial land for non-industrial uses which the City of Wilsonville will wish to consider. Should the City choose to amend its Development Code to allow large format commercial recreation (such as indoor sports facilities or gymnastic studios) in Planned Development Industrial (PDI) Zones, a robust public outreach effort will be needed to engage property owners and existing businesses in the PDI zones as well as potential recreation facility operators and users. It’s important that the definitions and standards adopted clearly describe and prescribe a type and scale of commercial recreation appropriate for the PDI Zones. To ensure that impacts on adjacent industrial uses are limited, the standards should be “impacts-based,” with a focus on measurable factors including, but not limited to, issues such as traffic and parking.

ATTACHMENT 2: Commercial Recreation Opportunities and Constraints Maps



The City of Wilsonville, Oregon
Clackamas and Washington Counties



Industrial Areas in Wilsonville

METRO Title 4

-  Employment Areas
-  Industrial Areas
-  Regionally Significant Industrial Area

 Wilsonville "I" Zoning

 City Limits

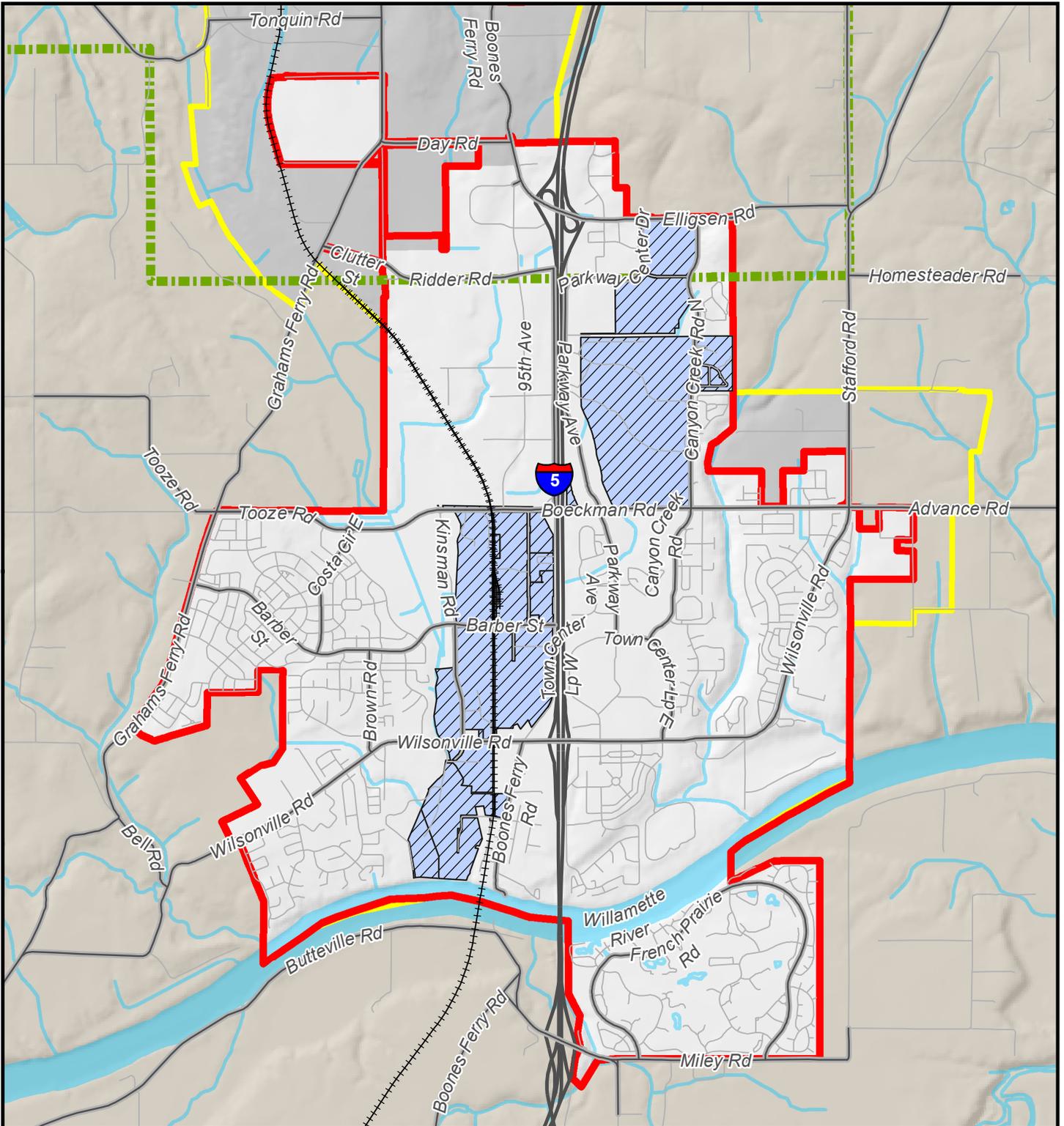
 County Boundary

 UGB



1/29/2020

0 Miles 0.5



The City of Wilsonville, Oregon
 Clackamas and Washington Counties



Applicable Industrial Areas in Wilsonville

-  Land with both City Industrial and Metro Employment Designations
-  City Limits
-  County Boundary
-  UGB



1/30/2020

0 Miles 0.5



ATTACHMENT 3

Stakeholder Outreach Summary – Commercial Recreation in PDI

Staff conducted stakeholder outreach to get more information on the topic of Commercial Recreation uses in the Planned Development Industrial zone. Representatives of regional industrial landowners and commercial real estate brokerage firms were contacted and asked questions regarding what extent commercial recreation uses would be allowed, what square footage would be appropriate, and if there are any traffic, parking or other concerns worth noting.

Much of the feedback received was positive with many emphasizing that any additional flexibility is beneficial to multi-tenant developments. Multiple stakeholders noted that 5,000 – 10,000 square feet is size that met most commercial recreation uses needs. Larger facilities such as indoor soccer may be 15,000 to 30,000, however those types of indoor commercial recreation uses tend to locate in new construction buildings custom tailored to their needs.

Respondents noted that parking issues are avoided through multiple ways. The peak demand times for commercial recreation uses are early in the morning, in the early evening, and on weekends. The industrial users adjacent to commercial recreation tenants are active during standard working hours and do not overlap with the commercial recreation tenants. Industrial landholders are reluctant to lease space to commercial recreation users as they tend not to have a large financial backing and industrial users can pay more for the space and offer longer term stability as a tenant from the perspective of the landlord. In order to keep industrial and warehouse tenants happy, landlords will also limit the amount of retail and commercial recreation uses they allow in a multi-tenant facility to avoid parking and traffic issues.

Other stakeholders noted that while additional flexibility is welcome, due to the scarcity of industrial land throughout the region, the City should be careful in increasing the size limit for commercial recreation in the PDI zone in order to preserve land for industrial uses. Several methods were suggested through the outreach including making any use in excess of the current size limits obtain a conditional use permit and including language that would prohibit the construction of purpose-built commercial recreation facilities allowing them only in existing multi-tenant industrial warehouse developments

Planning Commission members requested more data on specific sites within Wilsonville to have more insight on the tenant mix of existing multi-tenant industrial buildings to better gauge how many service commercial uses are already located in these developments. Staff conducted a site visit to observe the tenant mix in Wilsonville Road Business Park and worked with the



ATTACHMENT 3

property manager, Pacific Northwest Properties, to obtain tenant sizes in order to see what percentage of the development consists of service commercial uses. 74% of the development is occupied by industrial / warehouse uses while 26% is occupied by service commercial. Jewart's Gymnastics is located within Wilsonville Road Business Park and is the only commercial recreation use located on site with a tenant space of 7,000 square feet.

Additional outreach was conducted to gain input from commercial recreation businesses outside the City of Wilsonville to determine whether parking and traffic flow was an issue in multi-tenant industrial developments. This phase of stakeholder outreach was also used to ask users about their current size and whether or not their current square footage is meeting their needs. Much of the feedback received confirmed information contained in the APG White Paper and statements from Industrial landowners and real estate brokers. Uses such as indoor soccer and indoor go-karts range from 30,000 to 40,000 square feet and were purpose built with their own parking lot meeting code requirements. The indoor soccer facility, Tualatin Indoor Soccer, zoned GM – General Manufacturing, was allowed by conditional use.

Smaller commercial recreation uses were 10,000 square feet and under such as CrossFit Wilsonville, Revolution Parkour, and Shoot 360 (Indoor Basketball). CrossFit Wilsonville noted that 5,000 square feet can work well for CrossFit uses and their old space within Canyon Creek Business Park was 3,500 square feet. The current space occupied by CrossFit Wilsonville is 10,000 square feet, which works well for their needs. The business owner was able to share that CrossFit industry guidelines suggest 100 square feet per customer for ideal functionality. Each representative from the commercial recreation businesses surveyed stated that traffic, parking and collocating with industrial users have not been an issue due to the difference in peak occupancy times for industrial and warehouse businesses.



Commercial Recreation in PDI Zone

City Council Work Session

April 20, 2020

Presented by: Philip Bradford, Associate Planner

Commercial Recreation in PDI Zone

- Direction from Council to explore topic
- APG White Paper October 2019
- Planning Commission Work Session January 8, 2020
- Staff seeking initial feedback and direction



Commercial Recreation in PDI: Canyon Creek Business Park

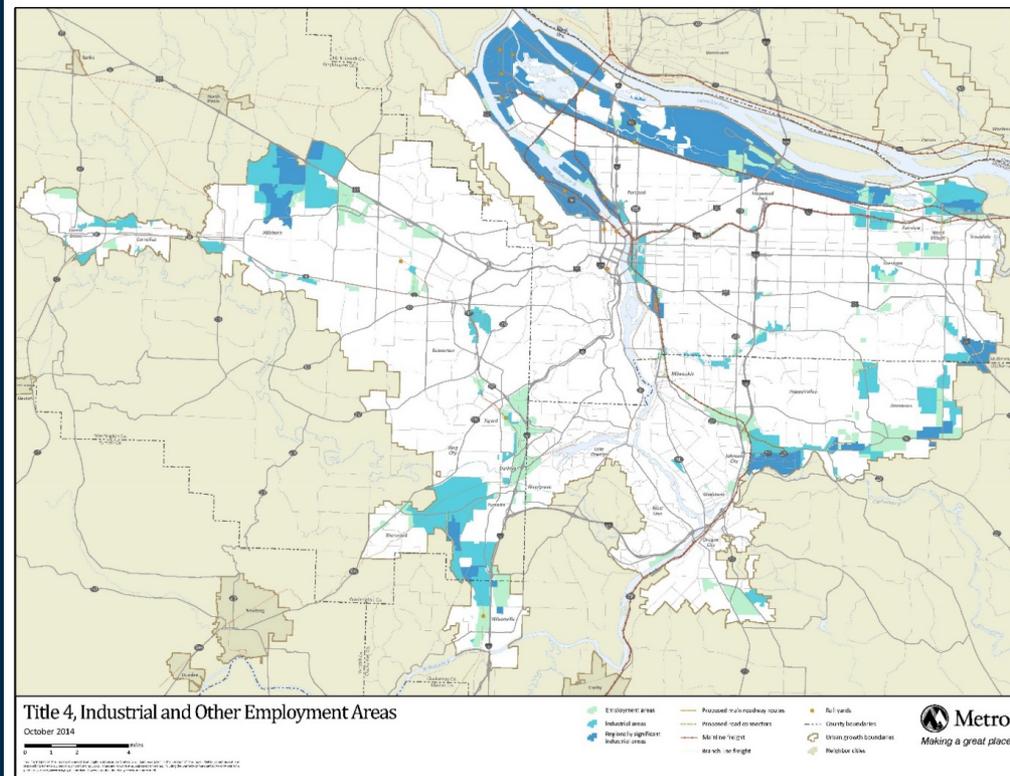


Stakeholder Outreach

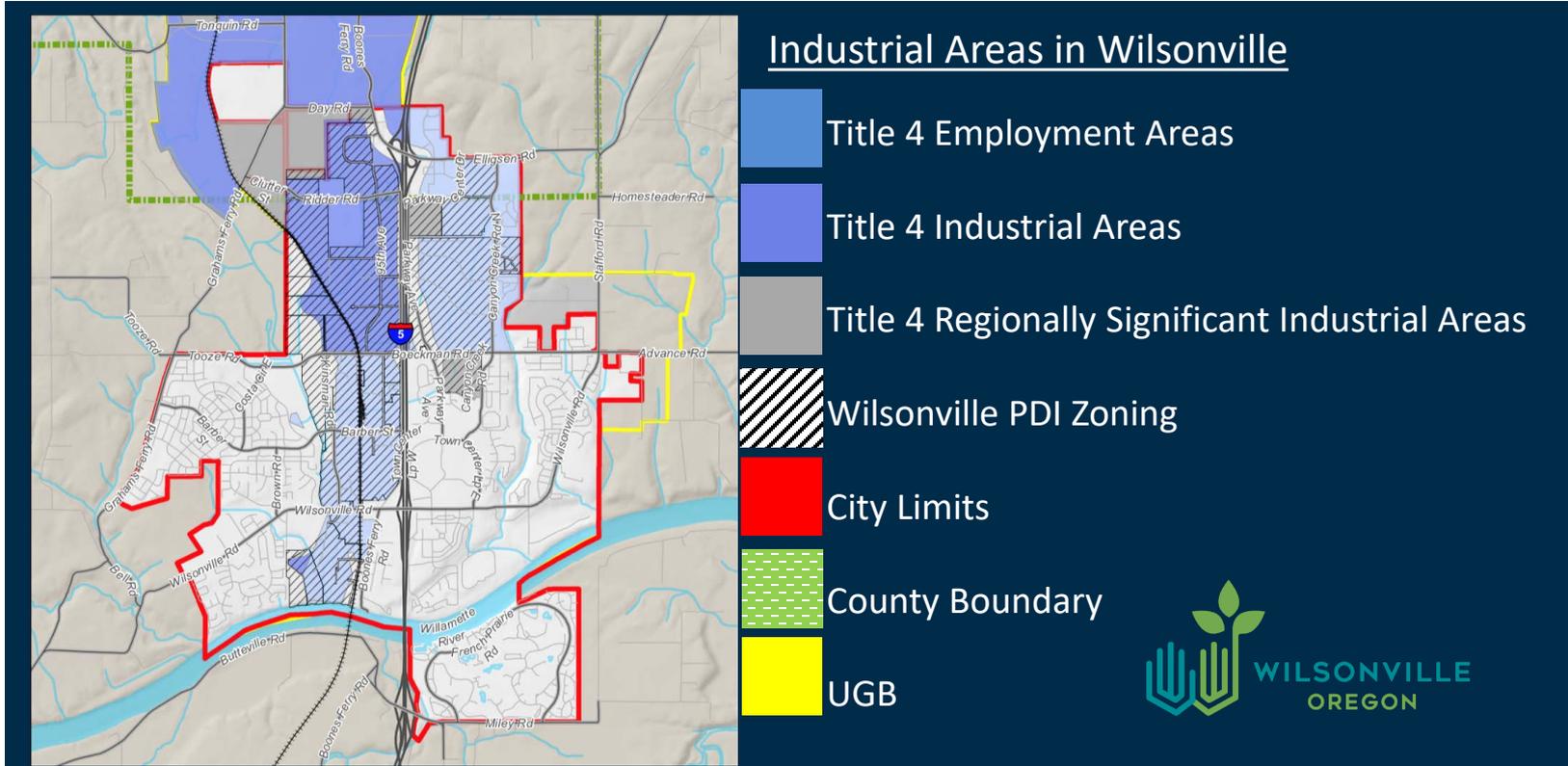
- Additional flexibility is beneficial
- Preference for Conditional Use Permit
- Peak use times mitigate parking concerns
- Commercial Rec average size: 10,000-15,000 SQ FT



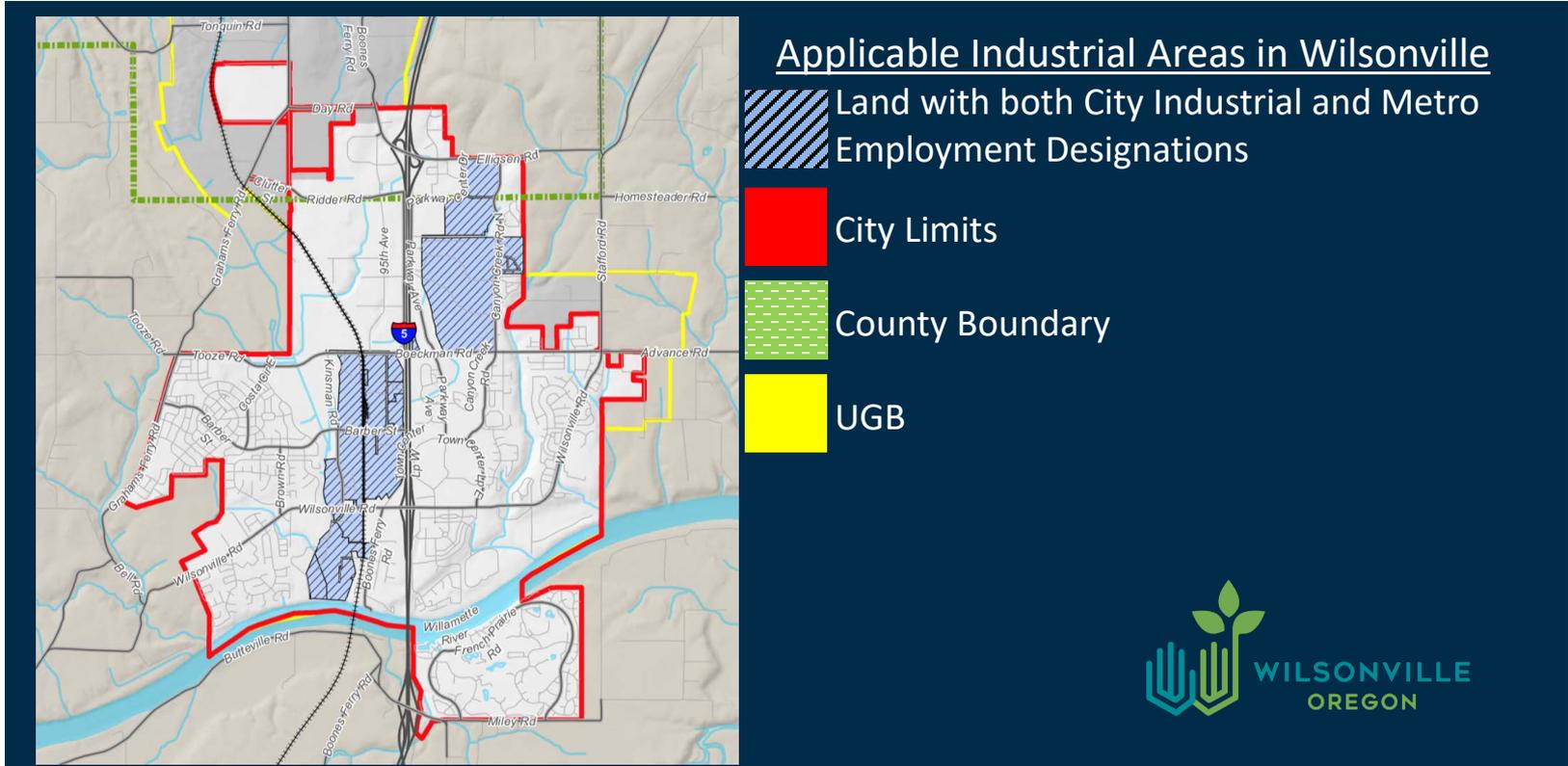
Metro Title 4



Commercial Recreation Opportunities and Constraints



Commercial Recreation Opportunities and Constraints



Feedback and Direction from City Council

- Should staff proceed with project?
- Ideas in white paper preferred?
- Guidance on square footage limitations?
- Additional feedback or questions?





Commercial Recreation in PDI Zone

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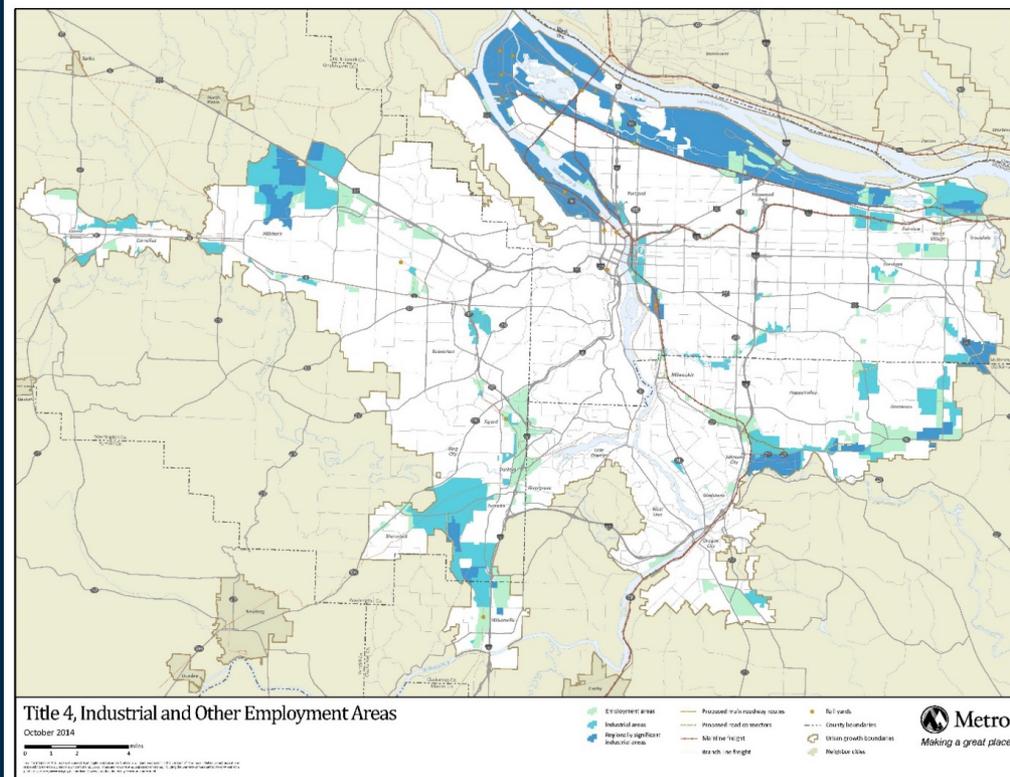


Stakeholder Outreach

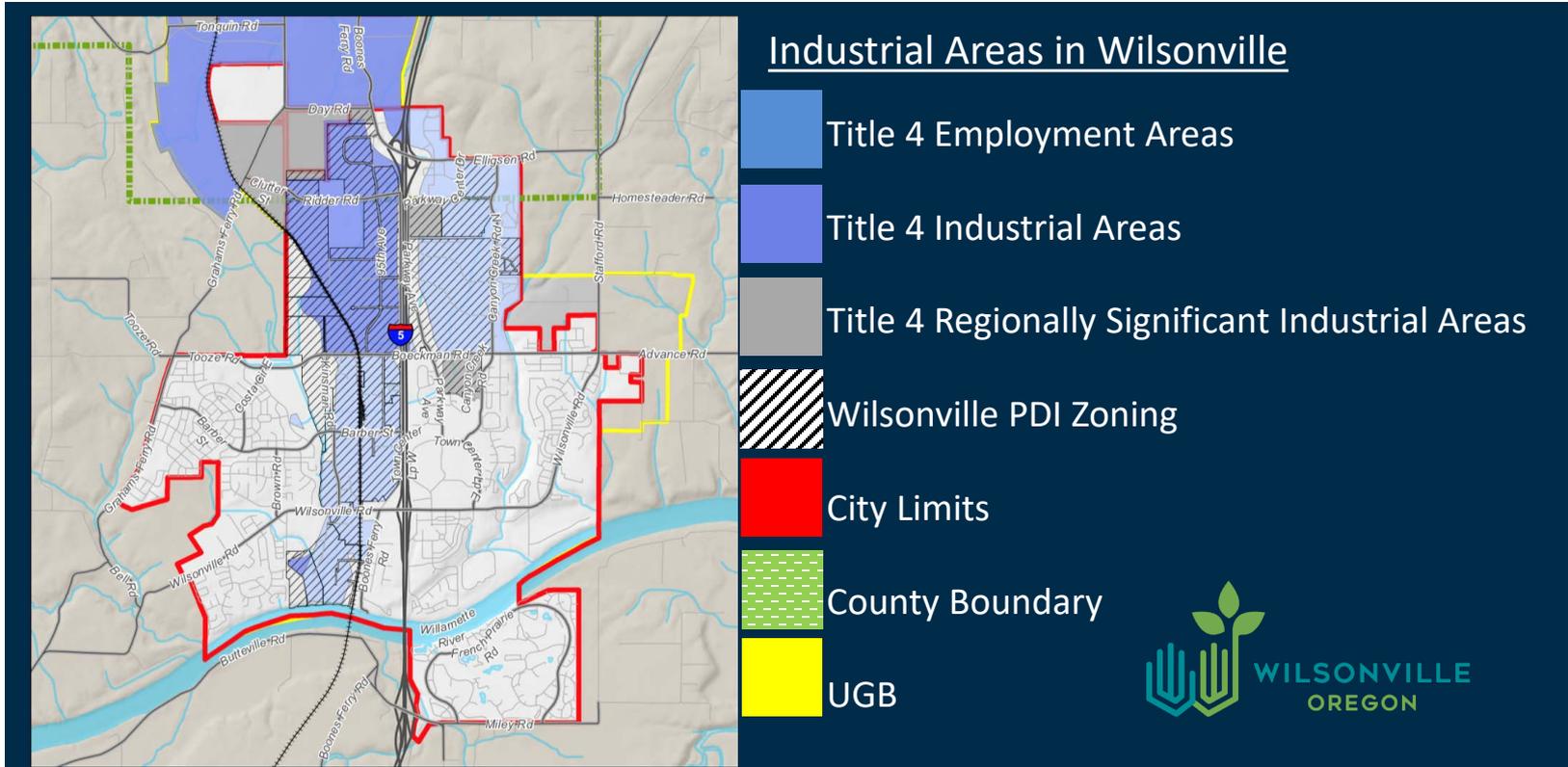
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Metro Title 4



Commercial Recreation Opportunities and Constraints



Feedback and Direction from City Council

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CITY COUNCIL ROLLING SCHEDULE Board and Commission Meetings 2020

Items known as of 04/15/20

April

DATE	DAY	TIME	EVENT	LOCATION
4/22	Wednesday	6:30 p.m.	Library Board - Cancelled	Library
4/27	Monday	6:30 p.m.	DRB Panel B	Council Chambers

May

DATE	DAY	TIME	EVENT	LOCATION
5/4	Monday	7:00 p.m.	City Council Meeting	Council Chambers
5/11	Monday	6:30 p.m.	DRB Panel A	Council Chambers
5/13	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
5/14	Thursday	4:30 p.m.	Parks and Recreation Advisory Board Meeting	Council Chambers
5/18	Monday	7:00 p.m.	City Council Meeting	Council Chambers
5/20	Wednesday	6:00 p.m.	Budget Committee	Council Chambers
5/21	Thursday	6:00 p.m.	Budget Committee	Council Chambers
5/25	Monday	6:30 p.m.	DRB Panel A - TBD	Council Chambers
5/27	Wednesday	6:00 p.m.	Budget Committee	Council Chambers
5/27	Wednesday	6:30 p.m.	Library Board	Library

Community Events:

- 4/21** Toddler Time; 10:30 a.m. to 11:00 a.m. online at:
<https://www.facebook.com/WilsonvilleLibrary/>
- 4/23** Stories to Go!; 10:30 a.m. to 11:00 a.m. online at:
<https://www.facebook.com/WilsonvilleLibrary/>
- 4/22** Guided Meditation Meetup; 5:30 p.m. to 6:00 p.m. online at:
<https://www.facebook.com/WilsonvilleParksandRec/>
- 4/28** Toddler Time; 10:30 a.m. to 11:00 a.m. online at:
<https://www.facebook.com/WilsonvilleLibrary/>
- 4/29** Guided Meditation Meetup; 5:30 p.m. to 6:00 p.m. online at:
<https://www.facebook.com/WilsonvilleParksandRec/>
- 4/30** Stories to Go!; 10:30 a.m. to 11:00 a.m. online at:
<https://www.facebook.com/WilsonvilleLibrary/>
- 5/25** City offices closed in observance of Memorial Day

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

We are HereTogether



[WeAreHereTogether.org](https://www.WeAreHereTogether.org)



[@HereTogetherOR](https://www.facebook.com/HereTogetherOR)

Support Homeless Services
 **HERE TOGETHER**

The region's homeless crisis
demands our attention.

5,200

Adults and children in the region sleep outside or in a homeless shelter.

Thousands more are sleeping in their car, or are doubled-up on a friend's couch.

7,200+

K-12 children are experiencing homelessness in the Portland Metro region.
Oregon is #1 in the nation for child homelessness.

56,000

Households in the Portland metro region are one medical bill, car wreck, or missed paycheck away from homelessness.

Proven solutions already exist.

Housing First

Prioritize equity. No preconditions.

Stability is needed to address individual issues.

+

Flexible Services

Meet people where they are.

Offer a culturally-appropriate spectrum of services for a range of needs.



Client-centered,
wraparound,
proven solutions
that prioritize equity

Why a \$250,000,000 Solution

This is what is required to **effectively address chronic homelessness, prioritizing those at extreme risk:**

- People of Color
- Children
- Women escaping domestic violence
- Seniors
- People with disabilities
- LGBTQIA+



Region wide
revenue measure

High income earners

1% marginal tax on taxable income over
\$200,000 (household) or
\$125,000 (single)

90% of individuals
are exempt

Large businesses

1% business net profits tax exempts
small and medium size businesses
with gross income up to \$5 million

94% of businesses
are exempt

How the measure works

Funding flows through Metro for equitable distribution and accountability purposes.

Metro



Clackamas County
21.3% share of funds
18% share of population



Multnomah County
45.3% share of funds
49% share of population



Washington County
33.3% share of funds
34% share of population

Here Together
is engaging voters
during a pandemic.

Here's what engagement looks like



Pledge to vote yes commitments



Endorsements for the website



Sharing content to social media



Online trainings and info sessions

How you can get involved



Signs and building an identity

- Fill out our volunteer form for your own.
- Sign up to help us distribute at your workplace, to your neighbors, and to your networks!



Phone and Text Banks

- Sign up as a sponsor organization to organize your staff, friends and family to do it with you. We provide the training and the list -- all you need is a phone and an Internet connection.

Be part of the solution

- Endorse the measure
- Pledge to vote YES by May 19
- Make a contribution or volunteer to support the campaign
- Spread the word



info@heretogetheroregon.org



WeAreHereTogether.org



[@HereTogetherOR](https://www.instagram.com/HereTogetherOR)

Support Homeless Services —————
 **HERETOGETHER**



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: April 20, 2020		Subject: Resolution No. 2787 Closed Circuit TV (CCTV) Contract with Pipeline Video Inspection Inc. (dba AIMS Company)	
		Staff Member: Martin Montalvo, Operations Manager	
		Department: Public Works	
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: <ul style="list-style-type: none"> • Stewardship of the Environment and Natural Resources. • Expand and Maintain High Quality Infrastructure. 	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

To approve or deny the bid process, accepting the preferred bidder and awarding a service contract to Pipeline Video Inspection Inc. (dba AIMS Company)

EXECUTIVE SUMMARY:

Closed Circuit TV inspection (CCTV) is needed to assess the condition of sanitary sewer and stormwater piping and structures. CCTV inspection is crucial for identifying defects that need to be immediately addressed and aid in the planning of future pipe replacements. CCTV inspection is a key Best Management Practice used in the operation and maintenance of the City’s sewer and stormwater systems.

This service contract provides for CCTV inspection of the City’s 85 miles of sanitary sewer collection mains and 75 miles of stormwater collection mains with the goal of inspecting 20% of each respective system annually.

This contract is a two-year contract, which includes an option to extend the contract for three (3) additional one (1) year periods for (CCTV) inspection services.

Provisions in the contract require the rates to be held constant for the initial two years. At the beginning of each subsequent contract renewal, contract rates may be escalated based on West Coast Consumer Price Index-Urban (CPI-U) for all items, not seasonally adjusted for the 12-month period ending in June.

On January 31, 2020, an invitation to bid to provide CCTV pipe inspection services was advertised in The Daily Journal of Commerce. On February 28, 2020, the City received five sealed bid packages. The packages were scored for acceptance and found to have met the requirements of the Request for Proposals.

Inspection of the condition of sanitary sewer and stormwater piping and structures are provided by a contractor, as it is cost prohibitive and not feasible to use City staff and resources for the services. Inspection of the City’s underground infrastructure is necessary and prudent to ensure that City infrastructure does not reach the point of failure before repairs are identified. The contracted inspection work, as proposed in this contract, is an industry-accepted practice for assessing and monitoring the health of the City’s underground infrastructure. The City does not own the specialized equipment necessary to perform the inspection of the underground equipment. To purchase such equipment would cost the City in excess of \$360,000, more than the cost of the proposed contract. Moreover, City staff do not have the specialized training and certifications needed to perform the proposed services.

EXPECTED RESULTS:

This contract will assist the City in identifying defects in the storm and sanitary sewer systems and aide in the planning of future pipe replacements. It will also satisfy requirements for the National Pollutant Discharge Elimination System (NPDES) and the Municipal Separate Storm Sewer System (MS4) permits.

TIMELINE:

N/A

CURRENT YEAR BUDGET IMPACTS:

The contract is a Time and Materials (T&M) Contract with an annual not-to-exceed contract price for CCTV Inspection Services of \$133,484.00. The contractor will only be reimbursed for T&M cost for Task issued by City Staff as part of the programmed work. The overall contract cost can be controlled by reducing the amount of Task issued to the contractor.

Funding is currently allocated within both the Stormwater and Sanitary Sewer operating funds. Additional funding can be allocated through individual Capital Improvement Projects that require CCTV Inspection Services as part of their research and design phases.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 4/14/2020

LEGAL REVIEW / COMMENT:

Reviewed by: ARGH Date: 4/15/2020

COMMUNITY INVOLVEMENT PROCESS:

This contract was publicly advertised and competitively bid in accordance with the provisions of Oregon Revised Statutes, Chapter 279, Public Bids and Contracting; Wilsonville Code 2.3.14, Contracts with the City; and the Attorney General’s Model Rules, which the City has adopted as its contracting rules.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

This contract will help assess the condition of the sewer and stormwater collection systems, in compliance with the City’s NPDES and the MS4 permits.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Resolution No. 2787
 - 1. Closed Circuit TV (CCTV) Inspection Goods and Services Contract

RESOLUTION NO. 2787

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A GOODS AND SERVICES CONTRACT WITH PIPELINE VIDEO INSPECTION, LLC (DBA AIMS COMPANIES) FOR THE CLOSED CIRCUIT TV (CCTV) INSPECTION SERVICES PROJECT.

WHEREAS, the City of Wilsonville needs (CCTV) inspection services provided by a contractor with particular training, ability, knowledge, and experience; and

WHEREAS, inspection of the City's underground infrastructure is necessary and prudent to ensure that City infrastructure does not reach the point of failure before repairs are identified; and

WHEREAS, the City does not own the specialized equipment necessary to perform the inspection of the underground equipment, which equipment costs in excess of \$360,000, more than the contract amount; and

WHEREAS, City staff do not have the specialized training and certifications needed to perform the proposed services; and

WHEREAS, the contracted inspection work, as proposed in this contract, is an industry-accepted practice for assessing and monitoring the health of the City's underground infrastructure; and

WHEREAS, public contracts for such services must comply with Oregon competitive bid laws in accordance with Oregon Revised Statutes, Chapter 279B, Public Bids and Contracting; Wilsonville Code 2.3.14, Contracts with the City; and the Attorney General's Model Rules, which the City has adopted as its contracting rules; and the Wilsonville City Council serves as the City's Contract Review Board; and

WHEREAS, the City of Wilsonville went through such a formal competitive process for CCTV inspection services; and

WHEREAS, a Request for Proposals for CCTV Inspection Services was advertised on January 31, 2020 in the Daily Journal of Commerce; and

WHEREAS, five proposals were submitted for consideration on February 28, 2020; and

WHEREAS, five proposals met the requirements established in the Request for Proposals and were scored for acceptance; and

WHEREAS, Pipeline Video Inspection, LLC (dba AIMS Company) received the highest rating score; and

WHEREAS, in the public interest, the City Council, acting as the Local Contract Review Board, has determined that Pipeline Video Inspection, LLC (dba AIMS Company) is qualified and capable of performing the services as required, under the terms and conditions set forth; and

WHEREAS, there is funding included in the current fiscal year to cover the cost of these services; and

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

1. The City Council, acting as the Local Contract Review Board, finds and concludes:
 - a. The recitals of findings above are incorporated by reference herein; and
 - b. The proposal by Pipeline Video Inspection, LLC (dba AIMS Companies) is deemed the preferred responsible/responsive bid and is in the best interest of the City.
2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Goods and Services Contract with Pipeline Video Inspection, LLC (dba AIMS Companies), in a form substantially similar to **Exhibit A** attached hereto, for an annual not-to-exceed amount of \$133,483.50 for the two-year contract term, with the option to extend the contract for three (3) additional one-year terms. If the City Manager elects to exercise the option(s) to renew the contract, at the beginning of each subsequent contract renewal, contract rates may be escalated based on West Coast Consumer Price Index-Urban (CPI-U) for all items, not seasonally adjusted for the 12-month period ending in June.
3. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of April 2020, 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 Lehan

Councilor West

Councilor Linville

EXHIBIT:

1. Closed Circuit TV (CCTV) Inspection Goods and Services Contract

**CITY OF WILSONVILLE
GOODS AND SERVICES CONTRACT**

This Goods and Services Contract (“Contract”) for the Closed Circuit TV (CCTV) Inspection Services Project (“Project”) is made and entered into on this ____ day of _____ 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Pipeline Video Inspection, L.L.C.**, an Arizona limited liability company, doing business as **AIMS Companies** (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Contractor will perform the closed circuit television inspection services, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”).

Section 2. Term

Unless earlier terminated in accordance herewith, the term of this Agreement shall be from the Effective Date, for a period of two (2) years (“Initial Term”), with three (3) one-year extension options (“Extension Term”), which may be exercised in the City’s sole discretion. If option(s) are exercised by the City, the Annual Contract Amount (defined herein) may be escalated based on the West Coast Consumer Price Index-Urban (CPI-U) for all items, not seasonally adjusted for the 12 month period ending in June.

Section 3. Contract Sum/Project Scope

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor a not to exceed amount of ONE HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED EIGHTY-THREE DOLLARS AND FIFTY CENTS (\$133,483.50) for performance of the Work

(“Annual Contract Sum”) per year for each of the two (2) years for a Total Contract Sum of \$266,967. Any compensation in excess of the Total Contract Sum will require express written agreement between the City and Contractor.

3.2. Contractor’s Total 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, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

3.3. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. 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.

Section 4. City’s Rights and Responsibilities

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

4.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2019-20. 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 12**.

Section 5. Project Managers

The City’s Project Manager is Martin Montalvo. Contractor’s Project Manager is David Alonzo.

Section 6. Subcontractors and Assignments

Contractor shall not subcontract with others for any of the Services prescribed herein. Contractor shall not assign any of Contractor’s rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City’s sole discretion.

Section 7. Contractor Is Independent Contractor

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. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Total Contract Sum provided for under **Section 3** 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. Contractor hereby represents that no subcontractors will be used on the Project.

Section 8. Contractor Responsibilities

8.1. Contractor must comply with all applicable Oregon and federal wage and hour laws. 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, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

8.3. No person shall be discriminated against by Contractor 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.

8.4. 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.

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

8.6. 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:

8.6.1. 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

8.6.2. 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

8.6.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

8.7. 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.

8.8. The hourly rate of wage to be paid by any Contractor 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.

8.9. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

8.10. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing 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. If new or amended statutes, ordinances, 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 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.

8.11. 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 suppliers.

Section 9. Indemnity

9.1. 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 9.2.** 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.

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

Section 10. Insurance

10.1. 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. 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:

10.1.1. Commercial General Liability Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of

\$2,000,000 per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

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

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

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

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

10.1.6. 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 shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An

endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder.

10.1.7. 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.

10.2. 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 11. Suspension

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to 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 Services performed by any subcontractors after notice of suspension is given by the City to Contractor.

Section 12. Early Termination; Default

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

12.1.1. By mutual written consent of the parties;

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

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

12.2. 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 three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) 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.

12.3. 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.

12.4. Termination under any provision of this **Section 12** 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, for which Contractor has received payment or the City has made payment.

Section 13. 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.

Section 14. 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: Martin Montalvo, Public Works Operations Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: Pipeline Video Inspection, L.L.C., dba AIMS Companies
Attn: David Alonzo
6110 NE Croeni Avenue, Suite 150
Hillsboro, OR 97124

Section 15. Miscellaneous Provisions

15.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral

discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control.

15.2. 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.

15.3. 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.

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

15.5. Governing Law. This Contract 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 Contract as if fully set forth herein.

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

15.7. 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.

15.8. 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.

15.9. 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.

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

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

15.12. 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.

15.13. 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.

15.14. 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.

15.15. 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.”

15.16. 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.

15.17. 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.

15.18. 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.

15.19. 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.

15.20. 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:

PIPELINE VIDEO INSPECTION, L.L.C.,
dba AIMS Companies

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

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

EXHIBIT A

SCOPE OF WORK

TECHNICAL SPECIFICATIONS

PART 1 – GENERAL

- 1.1 SCOPE OF SERVICES AND WORK PHASING
- 1.2 TELEVISION INSPECTION AND COMPUTERIZED EQUIPMENT
- 1.3 PACP REQUIREMENTS
- 1.4 CITY
- 1.5 TIME OF PERFORMANCE, SCHEDULING AND LIQUIDATED DAMAGES
- 1.6 COMPLIANCE AND ACCEPTANCE
- 1.7 REFERENCED DOCUMENTS
- 1.8 LIABILITIES AND ASSUMPTIONS
- 1.9 SUBMITTALS UPON CONTRACT AWARD

PART 2 - SPECIAL PROVISIONS

- 2.1 CITY RIGHTS
- 2.2 EMERGENCY RESPONSE
- 2.3 WORKING HOURS
- 2.4 DECREASE/INCREASE IN SERVICE/STOP WORK DUE TO INCLEMENT WEATHER
- 2.5 MONTHLY COORDINATION MEETING
- 2.6 CLOSE-OUT PROCEDURES

PART 3 - GENERAL PROVISIONS

- 3.1 MAINTENANCE OF TRAFFIC
- 3.2 EXISTING UTILITIES
- 3.3 REQUEST FOR SUPPLEMENTARY INFORMATION
- 3.4 USE OF PREMISES
- 3.5 PROTECTION OF TREES
- 3.6 FENCING
- 3.7 RESTORATION
- 3.8 CLEANUP
- 3.9 PROPERTY DAMAGE

PART 4 - EXECUTION

- 4.1 GENERAL

PART 5 - PAYMENT FOR WORK

- 5.1 MEASUREMENT AND PAYMENT

APPENDIX A: HEADER FIELD CHECKLIST

PART 1 - GENERAL

1) SCOPE OF SERVICES AND WORK PHASING

- a) The purpose of this bid is to obtain competitive unit prices for all labor, material, and equipment necessary to inspect via closed-circuit television (CCTV) existing sewers. The work includes remote televising and recording of the sewer. All project locations will be within the CITY's service area.
- b) The work to be completed on each section of sewer will be performed in phases as defined in the following:
 - i) Phase 1: Inspection. a. Sewer sections shall be inspected by means of remote CCTV. If a blockage hampers the inspection of the sewer in one direction, then the Contractor shall attempt to complete the section by televising from the other manhole to complete the section. The Contractor must immediately report the obstruction to the CITY or his representative (hereinafter referred to as "CITY"). All CCTV work shall conform to Current NASSCO-PACP standards.
 - (1) Phase 1 work will be reimbursed at the bid unit price.
 - (2) Television Inspection
 - (a) All CCTV inspections will be delivered entirely in electronic format.
 - (b) All CCTV work shall conform to the most current NASSCO PACP standards including condition and critically index scoring. The documentation of the work shall consist of NASSCO PACP CCTV Reports, NASSCO PACP database, logs, electronic reports, etc. noting defects and observations encountered during the inspection. The documentation of the work shall consist of PACP CCTV Reports, PACP database, logs, electronic reports, etc. noting important features encountered during the inspection.
 - (i) All deliverables must be in a non-proprietary data format (i.e. PDF, MOV formats).
 - (c) All PACP Header information shall be completed in accordance with PACP Guidelines. In addition to mandatory Header fields, additional fields are required as noted on the attached Appendix B: Header Field Matrix.
 - (d) The speed of travel shall be slow enough to inspect each pipe joint, tee connection, structural deterioration, infiltration and inflow sources, and deposits, but should not, at any time, be faster than 30 feet per minute, except as noted otherwise in this document.
 - (e) The camera must be centered in the pipe to provide accurate distance measurements to provide locations of features in the sewer and these footage measurements shall be displayed and documented on the video. All PACP Observations shall be identified by audio and on PACP log. All video must be continuously metered from manhole. The pipe should be clean

enough to ensure all defects, features and observations are seen and logged. If cleaning is required, the City is to be advised in order to schedule the cleaning.

- (f) The recorded video must show the entire circumference of the sewer. Any flow control to remove standing water and debris shall be incidental to the contract. It is not the intent of this specification to require bypass pumping to control heavy flow; however, the Contractor must, at a minimum, make reasonable effort to control the flow. The Contractor must also consider weather conditions to obtain the best video image of the sewer. This may require the Contractor to delay any video work after major rain events until the system can return to lower dry weather flow. The Contractor shall submit PACP data to include the electronic video reports, logs, etc. for the CITY's review
- (g) The sections of sewer to be televised through this contract will be located primarily within the paved areas of the public right-of-way; however, there may be some sewer sections that are located within public easements on private property. The successful bidder will be responsible to coordinate with the CITY to gain access to any and all sewer sections and will be responsible for any restoration in accordance with Part 3 Section 6 RESTORATION.
- ii) Phase 2: Based on the CITY's review of the Phase 1 work, the CITY will determine if additional inspection work will be required. The CITY, at its sole discretion, will either declare the work on the particular sewer section complete or notify the Contractor of additional work (i.e. Phase 3: Post Light Sewer Cleaning CONDUCTED BY CITY, Post Heavy Cleaning, Deposit Cut, Root Cut Medium, Root Cut Ball, or Lateral Cut).
- iii) Phase 3: Post Additional Cleaning Inspection. Final televising of the sewer section to evaluate the condition of the sewer section after all additional cleaning or repair has been performed from Phase 2 information. ALL CLEANING AND REPAIR ARE TO BE CONDUCTED BY CITY
 - (1) Phase 3 will be required to be performed and will be reimbursed at the bid unit price.
- c) The Contractor shall furnish all labor, components, materials, tools, and appurtenances necessary for the performance and completion of the contract.
- d) Award of the contract will be determined through an evaluation of bids and in the best interest of the CITY.
- e) The Contractor will be held fully liable for any damages incurred that are caused by his or her negligence.
- f) Patents, Trade Secrets, and Copyrights: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights, trade secrets protection rights, or copyrights held by others.

The Contractor shall indemnify and hold harmless the CITY and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees and court and arbitration costs) arising out of any infringement of patent rights, trade secret protection rights, or copyright incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

2) TELEVISION INSPECTION AND COMPUTERIZED EQUIPMENT

- a) The Contractor shall use a color pan and tilt camera or a side wall scanning (panoramic) camera specifically designed and constructed for sewer inspection. Each sewer to be televised shall be suitably isolated to control flow during the inspection. The Contractor shall provide a recording of the televised sewer inspection, locating each sewer service connection entering the sewer.
- b) Lighting for the pan and tilt camera or side wall scanning camera shall provide a clear picture of the entire periphery of the existing sewer.
- c) The pan and tilt camera shall pause, pan, and visually inspect all service connections, pipe ends, and maintenance or structural defects. If utilizing a camera with side wall scanning capabilities, pausing and panning of each lateral is not necessary during the inspection if the image clearly depicts the inside of the lateral for post processing. If a blockage cannot be removed and hampers the televising of the sewer in one direction then the Contractor shall attempt to complete the section by televising from the other manhole to complete the section, this reversal should immediately follow the initial direction. The Contractor must immediately report the obstruction to the CITY.
- d) Side wall scanning inspection systems are imaging cameras that are capable of a continuous 360-degree image capture of the wall of the pipeline being inspected. These systems may have one or multiple cameras to capture the complete interior view of the pipeline. Due to the high resolution of the image quality, the inspections may be conducted at a higher speed than color pan and tilt CCTV method. Once the pipeline inspections are completed, the captured images can be linked with a companion software package that allows for identifying and coding defects and features in the pipeline. Typically, these systems provide a fold flat view and a perspective view (typical of CCTV) of the pipeline.
- e) If the image quality is not adequate for post-inspection coding, the Contractor shall be required to repeat the survey at the Contractor's expense.
- f) The Contractor shall perform all CCTV inspections in accordance with NASSCO's Pipeline Assessment Certification Program (PACP). CCTV inspections will be delivered entirely in electronic format. The entire survey shall be recorded in an approved electronic format submitted with electronic links between the data and the video. All television inspection reports shall be with-in +/- two (2) feet of the measured linear footage between manholes along the existing sewer centerline from the start of pipe to

end of pipe. All CITY and PACP required header information must be fully and accurately entered on all CCTV reports. Work not following these specifications may be rejected for payment and the Contractor may be required to re do the work.

- g) The Contractor shall provide a PACP certified operator on site at all times during the entire survey. If video is to be coded separately from the actual recording, both the onsite Operator and the individual performing the PACP coding shall be PACP certified. The Contractor shall provide proof of certification prior to commencement of work, prior to a change in personnel involved in data collection, and as requested by the CITY
- h) CCTV Reports, logs, electronic reports, and worksheets must include the following information and conform to the applicable guidelines:
 - i) CCTV Reports, NASSCO PACP Certified Database, and electronic worksheets must accompany all inspection work.
 - ii) All CITY and NASSCO PACP required header information must be fully and accurately entered on all CCTV reports.

3) PACP Requirements

- a) Current NASSCO PACP certification of all CCTV operators, working on this project, will be required for all CCTV work.
- b) Database shall be an NASSCO-PACP (Current Version) Certified Database.
- c) CCTV Software shall be NASSCO-PACP (Current Version) certified.
- d) CCTV inspections (Video and Data Collected) will be delivered entirely in digital NON-PROPRIETARY format.

4) CITY

- a) This contract will be administered and performed under the direction and inspection of the CITY or its designated representative. Questions pertaining to this contract, before and after award, should be directed to the CITY's project manager Martin Montalvo, Operations Manager, Public Works Department at 503-570-1560 and montalvo@ci.wilsonville.or.us

5) TIME OF PERFORMANCE AND SCHEDULING

- a) Upon award of the contract, the Contractor shall CCTV at least three (3) segments or 1,000 feet of pipe and submit the data to the CITY to verify that the CCTV database is compatible with the CITY's PACP Database, and the deliverables are acceptable to the CITY. The CITY shall verify acceptability of the deliverables within five (5) business days of receipt. After the CITY verifies compatibility of the inspection deliverables including the database, the CITY shall then issue to the Contractor a written "Notice to Proceed" including a date for commencement of work. The Contractor shall begin work on the date stated in the written "Notice To Proceed" (but no later than 10 calendar days after receipt) with an adequate force and sufficient resources to demonstrate due diligence in the performance of the contract.

- b) It is understood that the bidder may have other contracts with the CITY during the period of this contract. By bidding this work, the bidder is agreeing to provide an adequate number of crews in order to perform the work concurrently with due diligence and as specified in his approved schedule.

6) COMPLIANCE AND ACCEPTANCE

- a) Compliance with this contract shall be complete when all conditions set forth in these specifications have been met.

7) REFERENCED DOCUMENTS

- a) All work must also conform to the latest edition of the following specifications (as required in advance by the CITY)
 - i) NASSCO PACP Standards
 - ii) Oregon Department of Transportation, Construction and Materials Specification
 - iii) City of Wilsonville Rules and Regulations and Standard Drawings
 - iv) Public Works Standards of the City of Wilsonville's City Engineer
 - v) Others, as required

8) LIABILITY AND ASSUMPTIONS

In order to minimize and appropriately allocate costs and risks, it is in the best interest of all contracted parties (CITY and Contractor) and prospective parties (i.e. Bidders) to understand thoroughly the risks associated with any particular project. For that reason, we will define herein, what is standard practice in the procurement and completion of sewer inspection so that everyone involved can effectively assess their obligations, risks and duties. (i.e Liability for removal of equipment that becomes stuck in the sewer)

- (1) Negligence Caused – Contractor
- (2) CITY Decision to proceed after concerns raised – CITY
- (3) Unforeseen Hazard (I.E. hole in pipe under flow line and not visible) – To be discussed in advance to mutually agree upon liability based on the CCTV leading up to the hazard.

a) Assumptions

- i) It is reasonable and customary to assume the following, unless otherwise detailed in writing:
 - (1) The CITY has provided the Parties (Contractor and/or Bidders), in writing, with all of the information that the CITYs possess that would allow the Parties to accurately and fully assess the entire scope of the project.
 - (2) The CITY possesses or has contracted the services of a person or entity who possesses the knowledge, expertise and experience to fully understand the scope of the service for which they are attempting to contract with the Parties.

- (3) The Parties are knowledgeable, capable and legally authorized to contract for the services in question.
- (4) The infrastructure for which the services are requested are in suitable condition to allow for the activities which are usual and customary for the services requested without undue risk to the Parties equipment or personnel, unless otherwise described by the CITY in writing.

b) Liabilities

- i) Should it be found during initial investigation and/or during the course of performance that conditions are different than those which are typical and customary and outside of the assumptions listed above, the Contractor may negotiate a reasonable change in terms. If the CITY and the Contractor cannot agree on a change in terms, the CITY reserves the right to re-bid or cancel such work.

c) Notification

- i) If observed defects are believed to be such that further operations may compromise the structural integrity and/or cause the pipe to become unusable, the Contractor must provide written communication to the CITY's designee of the observed condition(s) and reason to believe that continued operations may cause substantial damage. The CITY will then direct the Contractor as to what services, precautions, etc., the CITY will require of the Contractor. If the contract documents do not address this potential, then the CITY and Contractor will negotiate in good faith, the conditions under which the work is to continue or cease to continue.
- ii) This exception may only be used to prevent asset damage and shall not be used to eliminate difficult or adverse areas that were previously documented in these documents or by prior written communication with the CITY.

9) SUBMITTALS UPON CONTRACT AWARD

- a) All submittals are due as scheduled. Work will not proceed until all submittals are received and approved. The CITY reserves the right to adjust the due dates of the submittals based on Contractor performance. The Contractor shall label each submittal indicating what is represented, name of Contractor, and project number. All submittals identified as being in error shall be re-performed and corrected at the Contractor's expense.
- b) Submittals required of the Successful Bidder within seven (7) days prior to the Pre-Construction Meeting
 - i) Name of the project supervisor and resumes
 - ii) Documentation of NASSCO PACP certification for all CCTV operators, database and software
 - iii) Documentation of State Flagger or MUTCD Traffic Control Training. Documentation of Confined Space Entry Training.

- iv) Sample inspection CCTV data and video or data from other approved inspection method
- c) Submittals Required for the Project Kick Off Meeting
 - i) Management Organization: Provide an organization chart depicting the essential organizational elements and senior personnel of the proposed Contractor and the functions and interrelationships of the personnel proposed to provide technical support, project management and supervision for this project. Provide succinct resumes of the personnel proposed to provide technical support and project management for this project. The personnel designated in the management summary for essential positions shall not be changed except with the permission of CITY. The CITY will only approve such a change when, in its opinion, the substitute personnel have equal or greater qualifications and experience to those intended to be replaced
- d) Submittals Required One Week Prior to Any televising Work
 - i) Site specific site safety plan addenda
 - ii) Entry releases, if applicable
- e) Weekly Submittals
 - i) Detailed updates to the work schedule will be provided to the CITY no later than 1:00 p.m. on the Friday preceding the next week's televising work
 - ii) Electronic data and video/scan submittals, logs, and / or electronic worksheets submitted seven (7) days prior to work. All field paperwork must be submitted before the Contractor's invoice will be processed for payment
 - iii) Corrections to punch list items as required by the CITY to fulfill the requirements of this specification
- f) Final Submittals Prior to Payment
 - i) Corrections to punch list items as required by the CITY to fulfill the requirements of this specification

PART 2 - SPECIAL PROVISIONS

1) CITY RIGHTS

- a) The CITY reserves the right to stop the work when in the CITY's judgment the Contractor's work or activities are threatening the health and safety of the public or endangering the environment or endangering the waters of the state. Work shall not proceed until a satisfactory resolution has been achieved, according to the CITY.
- b) No Contractor or Subcontractor will perform any work not specifically identified in the work schedule unless approved by the CITY. Notification of such work must be received no later than 8:00 a.m. on the day the work is to be performed. A list of persons available to be notified will be given at the pre-construction meeting.

2) EMERGENCY RESPONSE

- a) The Contractor shall provide direct contact information to the CITY. These numbers are intended for the CITY's use in contacting the evening/weekend/holiday emergency work crew for emergencies resulting from the Contractor's actions or lack thereof during this project. This crew shall be responsible for contacting the CITY within one-half hour after the first verbal and electronic notification. If the Contractor's crew has not responded to the site of the emergency within one hour of the first contact, verbal and electronic, the CITY will make all necessary repairs and bill the Contractor for all work performed. Costs related to the emergency response will be incidental to the contract and not measured for payment.

3) WORKING HOURS

- a) The Contractor must complete all work such that no homeowner is without sewer service, unless otherwise directed by the CITY.
- b) The City's pre-approved standard work hours are 7:00 AM to 4:30 PM, Monday thru Friday
- c) The Contractor may be required to work nights or weekends to in order achieve the lowest depth flows in the sewer pipes and not conflict with public events.
 - i) Work required to be completed on non-standard hours are to be approved by the City in advance.
 - ii) Work required to be completed during nonstandard hours will be reimbursed at the pre-approved standard bid rate.
- d) No work will be allowed on weekends or holidays except at the discretion of the CITY.

4) DECREASE/INCREASE IN SERVICE AND STOP WORK DUE TO INCLEMENT WEATHER

- a) The CITY, at its option, may increase or decrease any or all service requirements provided for under this contract. The CITY further reserves the right to suspend or

stop the performance of any or all of the work of this contract due to inclement weather conditions.

5) MONTHLY COORDINATION MEETING

- a) Following award of the contract and before starting any work the Contractor, Job Superintendent/Project Manager, and Crew Leader shall meet with the CITY. The Contractor will be notified of the date, time, and place of the meeting.
- b) Attendance:
 - i) CITY
 - ii) CITY's Inspector
 - iii) Contractor's Representative(s)
 - iv) Others, as appropriate
- c) Agenda:
 - i) Distribution and Discussion
 - (1) Projected Cleaning Schedules (CITY)
 - (2) Projected Inspection Schedule (Contractor)
 - ii) Critical Work Sequencing
 - iii) Project Coordination
 - (1) Designation of responsible personnel
 - iv) Procedures and Processing
 - (1) Field decisions
 - (2) Requests for Information
 - (3) Submittals
 - (4) Deliverables
 - (5) Change Orders
 - (6) Applications for Payment
 - v) Procedures for Maintaining Record Documents
 - vi) Use of Premises
 - (1) Office, work and storage areas
 - (2) CITY's requirements
 - vii) Traffic control
 - viii) Procedures for reporting Sanitary Sewer Overflows (SSOs)
 - ix) Temporary Utilities

6) CLOSE-OUT PROCEDURES

- a) Progress Meetings: Project closeout will be completed in monthly phases by project. The CITY will hold progress meetings at predetermined monthly intervals, or as determined necessary by the CITY. Items covered in the meetings include the following.
 - i) Punch List: This list will detail all items requiring correction, repair, or improvements in order to be accepted. The Contractor will address these items within 7 calendar days or as specified by the CITY. Failure to complete punch list items will result in a stop work notice and delay of payment until completed to the satisfaction of the CITY.
 - ii) Reports and Submittals: Final reports, post-tapes and other submittals previously described will be finalized and submitted.
 - iii) Review of the status of pay estimates.
 - iv) Issue project worksheets, as necessary.
 - v) Work scheduling issues.

PART 3 - GENERAL PROVISIONS

1) MAINTENANCE OF TRAFFIC

- a) The Contractor shall be responsible for maintaining "local" traffic at all times and for notifying the proper authorities regarding the closing of the roads. The Contractor will be responsible for obtaining all permits required for maintenance of traffic.
- b) The Contractor shall not begin work until standard barricades and warning signs are in an acceptable position and the markers and signs conform to the Federal Highway Administration (FHWA) "Manual of Uniform Traffic Control Devices for Streets and Highways" and all applicable state and local requirements. The Contractor assumes all responsibilities and liabilities regarding strict adherence to applicable sections for the maintenance of traffic and public safety as set forth in the FHWA "Manual of Uniform Traffic Control Devices for Streets and Highways", and other applicable regulations. All traffic control devices must be in place prior to starting work.
- c) The cost of all traffic control devices shall not be paid separately, but shall be included in the other price items in the contract.
- d) The Contractor shall maintain local traffic at all times during all phases of this project in a manner causing the least amount of inconvenience to the abutting property CITYs. Temporary driveways, temporary roadways, or run around as may be necessary to provide vehicular access to and from the abutting properties shall be constructed, maintained, and subsequently removed by the Contractor as directed by the CITY.
- e) The portion of the pavement not affected by the work shall be kept clear of all material and equipment.
- f) The Contractor shall hold harmless the CITY and all its representation from all suits, actions, of claims of any character brought on account of any injuries or damages sustained by any person or persons or property in the performance of this contract.
- g) If at any time traffic has to be blocked (emergencies only), the Contractor shall notify the nearest fire, police departments and service departments.
- h) The cost of maintenance of traffic shall be incidental to the contract and not measured for payment.

2) EXISTING UTILITIES

- a) The Contractor must take the necessary precautions for the protection of any utility encountered on the project or the restoration of any utility damaged during the work.
- b) If an excavation is required, the Contractor shall notify, at least 48 hours before breaking ground, all public or private service corporations having wire, poles, pipes, conduit, manholes, or other structures that may be affected by this operation, including all structures which are affected and not shown on these plans. CITYs of underground utilities, which are members of the state's one call service, can be notified by calling. Non-member underground utility CITYs must be called directly.

- c) All maintenance, repair, and replacement of existing utilities shall be in accordance with the rules and regulations of the various utility companies having jurisdiction.
- d) All existing storm sewers, driveway drains, surface drain pipes and other property, removed or damaged during construction shall be repaired and reconnected by the Contractor as directed by the CITY at no additional cost to the CITY.

3) REQUEST FOR SUPPLEMENTARY INFORMATION

- a) It shall be the responsibility of the Contractor to make timely requests of the CITY for supplemental information, which should be furnished by the CITY under the terms of this contract, and as required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved to avoid delay.
- b) Each request shall be in writing, and list the various items and the latest day by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after contract award and shall be as complete as possible at that time. The Contractor shall, if required, furnish promptly any assistance and information the CITY may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for all delays arising from failure to comply with this section.

4) USE OF PREMISES

- a) The Contractor shall not trespass upon or in any way disturb private property without first obtaining written permission from the property owner and/or CITY as appropriate to do so. A copy of such written permission shall be furnished to the CITY prior to accessing the site.
- b) It shall be the Contractor's responsibility to work equipment around poles, trees, or other obstructions and to do so at his own expense.
- c) If the Contractor finds it necessary to obtain additional working area, it shall be the Contractor's responsibility for its acquisition.
- d) The Contractor shall, at no additional expense, restore such property to the original condition in the sole and unfettered opinion of the system CITY. The Contractor must take photographs and/or videos of existing properties prior to disturbance of each property, and make a copy available to the system CITY.
- e) All items within the street right-of-way or sewer easement shall be removed, or removed and replaced, or restored as directed by the CITY.
- f) The Contractor shall ensure all employees have a badge or visible identification during any time that they on the project site or within private property. This identification must be worn so that it is readily recognized and readable to the public.

5) PROTECTION OF TREES

- a) The Contractor shall avoid any unnecessary damage to trees. Branches which overhang the project limits and which interfere with the operation of equipment shall

be tied back to avoid damage, if possible. Where injury to branches is unavoidable, the branches shall be sawed off neatly at the trunk or main branch, and the cut area shall be protected with approved pruning spray immediately. The Contractor at no additional expense shall remove any trees damaged beyond saving, and make restitution to the CITY (public or private).

6) RESTORATION

- a) All roadway berms and drainage ditches disturbed by the work shall be restored, reshaped, and graded to drain.
- b) Pavement restoration, if necessary, shall conform to the CITY's regulations, or the CITY's Specifications depending upon who has jurisdiction for the street. Trench backfill and compaction shall be in conformance with the local street restoration jurisdiction.
- c) The remediation of sunken trenches caused by activities conducted in this contract shall be the Contractor's responsibility. Sunken areas shall be backfilled and compacted to meet adjoining grades; the surface shall be re-seeded or resurfaced with asphalt or concrete matching the existing surfacing.
- d) The Contractor shall restore unpaved areas by seeding and mulching. No direct payment will be made for seeding and mulching.
- e) Driveways shall be restored in accordance with CITY's regulations, or the CITY's Specifications depending upon who has jurisdiction for the driveway.
- f) All disturbed areas shall be restored as nearly as possible to their original condition.
- g) All restoration shall be completed in strict accordance with the appropriate items of the specifications as directed by the CITY.
- h) The cost of all restoration of streets, drives, walks; sod, etc. shall be incidental to the contract and not measured for payment.
- i) Restoration shall be kept current with the project work. Failure to keep restoration of these items completed reasonably close shall result in a stop work notice and delay of payment until such restoration is completed to the satisfaction of the CITY.

7) CLEANUP

- a) The Contractor shall keep the work area in an uncluttered condition by the frequent removal of debris. The Contractor shall remove all debris and unused material and leave the area in a condition similar to the condition of the area before any work was performed.

8) PROPERTY DAMAGE

- a) The Contractor shall immediately investigate any and all reports of sewage backing up into fixtures served by the sewer section that is being cleaned or televised.
- b) The Contractor will be required to notify the CITY immediately if he causes any damage to private or public property caused by activities related to this contract. The

Contractor shall make repairs and/or clean the property immediately in a timeframe that is acceptable to the CITY.

PART 4 - EXECUTION

1) GENERAL

- a) The Contractor shall furnish and maintain, in good condition, all televising equipment necessary for proper execution of the work.
- b) Maintaining Flow: It will be the responsibility of the Contractor, throughout the tenure of this contract, to provide and maintain sufficient flow at all times to pass any flash of storm flow of drainage ditches and prevent any backwater flooding due to obstruction caused by CCTV equipment.
- c) Retrieval of Materials and Equipment: It shall be the Contractor's responsibility to remove materials and equipment that has been lodged in the sewer from television inspection.
- d) Work Schedule.
 - i) At the onset of each month the CITY shall inform the Contractor of the work intended to be completed.
 - ii) The general outline of work for the month for both parties shall be as follows
 - (1) Week 1 Activities
 - (a) CITY to define:
 - (i) Lines that will be cleaned and prepared for inspection by CITY and relative date to be conducted.
 - (ii) Working days for the month based on City staffing
 - (b) Monthly Coordination meeting to occur to define Phase 1 work areas and expectations
 - (c) Contractor to identify locations of concern based on operational considerations (access, traffic control, depth, etc...)
 - (d) City to commence cleaning activities
 - (2) Week 2 Activities
 - (a) CITY to continue cleaning as needed
 - (b) Contractor to:
 - (i) Commence Phase 1 CCTV inspection for areas outlined.
 - (ii) Coordinate with CITY to have Inspector present as needed for work.
 - (iii) Identify field issues that require rectification (Phase 2 work) prior to completing inspection(s) (i.e. root damage, blockages, areas for additional cleaning).
 - (3) Week 3 Activities
 - (a) Contractor to provide preliminary reports and videos for review.

(b) CITY to review and approve/deny/request additional work of work submitted. (Phase 3 Work)

(c) Contractor to re-inspect areas identified by the CITY based on initial reviews

(4) Week 4 Activities

(a) Contractor to submit final deliverables and invoices for month's work completed work.

(b) CITY to approve and process invoices for payment

- e) Original and updated schedules must be provided to the CITY in writing. The software used for producing the schedules must have the capability to tailor the form and format of schedules, and accompanying reports, to the CITY's requirements.
- f) The CITY may require additional updates to the schedule as changes occur. These additional updates will be submitted to the CITY within 24 hours of the request. Changes to the schedule are subject to approval of the CITY.

PART 5 - PAYMENT FOR WORK

1) MEASUREMENT AND PAYMENT

- a) In cases where the sewer is entirely inspected manhole-to-manhole, payments will be based on the measured linear footage between manholes along the existing sewer centerline from manhole wall to manhole wall at the unit price submitted on the unit price page.
- b) All invoicing will be by sewer segment, and payment will be made when all punch list items and rework are completed for each Sewer Segment. Additional work shall be invoiced and paid upon completion.
- c) The following items of work will not be measured for payment but the cost thereof will be considered as incidental to the contract:
 - i) Data entry, computerized equipment, software, and hardware to submit the required electronic submittals, including the DVDs, records, and logs.
 - ii) Completion of all electronic forms.
 - iii) Photographic equipment and supplies used to show sewer pipe and manhole defects.
 - iv) Bypass pumping and flow control where required by the Contractor to perform his or her work.
 - v) Providing temporary and final paving at any proposed excavations.
 - vi) Providing temporary and final restoration of grass areas.
 - vii) Emergency after-hours response.
 - viii) Demobilization and mobilization because of suspension of work.
 - ix) Updates to the schedule as required by the CITY.
 - x) Right of entry access to private property.
 - xi) Set up and maintenance of Traffic Control
- d) In order for the CITY to properly and accurately track costs of the contract, the Contractor shall submit the final invoice on each project within 30 days after the completion of the project.

APPENDIX A: HEADER FIELD CHECKLIST

The following is an example of a Header Field Checklist requiring non-mandatory PACP fields within the specification. The specification writer is responsible for determining which additional fields are required.

HEADER FIELD CHECKLIST Field #			
Field #	Header Field	Mandatory	Required for this Project
1	Surveyed By	X	
1a	Certificate No.	X	
2	CITY		
3	Customer		
4	Drainage Area		
5	Sheet Number	X	
6	P/O Number		
7	Pipe Segment Ref.		X
8	Date	X	
9	Time		
10	Street	X	
10a	City	X	
11	Location Details		
12	Upstream MH No.	X	
13	Upstream MH Rim to Invert		X
14	Upstream MH Grade to Invert		X
15	Upstream MH Rim to Grade		X
16	Downstream MH No.	X	
17	Downstream MH Rim to Invert		X
18	Downstream MH Grade to Invert		X
19	Downstream MH Rim to Grade		X
20	Sewer Use	X	
21	Direction	X	
22	Flow Control		
23	Height	X	
24	Width	X	
25	Shape	X	
26	Material	X	
27	Lining Method		
28	Pipe Joint Length		X
29	Total Length		X
30	Length Surveyed		X
31	Year Laid		
32	Year Renewed		
33	Media Label		
34	Purpose		
35	Sewer Category		
36	Pre-Cleaning	X	
36a	Date Cleaned	X	
37	Weather		
38	Location		
39	Additional Info.		
40	W/O #		
41	Project		
42	Pressure V		

UNIT PRICING SHEET

SANITARY SEWER CCTV CONDITION SURVEY BID SHEET

WORK TYPE	PIPE SIZE	ESTIMATED FOOTAGE	PRICE PER FOOT	TOTAL PRICE
INSPECTION	6" TO 12"	350,948	\$0.80	\$280,758.40
INSPECTION	13" TO 24"	43,760	\$0.85	\$37,196.00
INSPECTION	25" TO 30"	6,574	\$1.05	\$6,902.70
INSPECTION	Over 30"	1,284	\$1.20	\$1,200.00
Total Bid				\$326,057.10
20% ANNUAL COST NOT TO EXCEED (multiply Total Bid by 20%)				\$65,211.42

STORM SEWER CCTV CONDITION SURVEY BID SHEET

WORK TYPE	PIPE SIZE	ESTIMATED FOOTAGE	PRICE PER FOOT	TOTAL PRICE
INSPECTION	6" TO 12"	197,951	\$0.85	\$168,258.35
INSPECTION	13" TO 24"	146,527	\$0.85	\$124,547.95
INSPECTION	25" TO 30"	24,186	\$0.90	\$21,767.40
INSPECTION	Over 30"	29,763	\$0.90	\$26,786.70
Total Bid				\$341,360.40
20% ANNUAL COST NOT TO EXCEED (multiply Total Bid by 20%)				\$68,272.08



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: April 20, 2020</p>	<p>Subject: Resolution No. 2800 A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Goods And Services Contract With HMI-Oregon Dealership, Inc. For The Library Furniture Project.</p> <p>Staff Member: Patrick Duke, Library Director</p> <p>Department: Library</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1st Reading Date: <input type="checkbox"/> Ordinance 2nd 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</p>	<p><input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <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:

Staff is seeking Council to authorize the City Manager to Execute a Contract with HMI-Oregon Dealership, Inc., doing business as PacificWRO to purchase furniture for the Library.

EXECUTIVE SUMMARY:

The library remodel was completed in 2019. The current furniture throughout the library was purchased in 2002, and is in need of replacement. A budget was approved for some new library furniture and a Request for Proposal was issued to select a supplier and installer. The Request for Proposal was advertised on December 16, 2019. The Library received three proposals on January 23, 2020. We selected PacificWRO as the successful proposal.

The new furniture will help to create comfortable community spaces where residents can work, read, and connect with each other. The contract includes the purchase of new chairs, sofas, and tables, and emphasizes providing power to users for laptops and phones. The design focuses on the different needs for users in different areas of the library.

For the Children’s Room, the design provides comfortable seating for parents to talk to each other while they watch their children play with interactive toys. The central area of the library, from the front door to the north windows, will emphasize seating and reading in comfortable chairs that allow adults to talk and to work. This is not a quiet area as it is near the service desks and the public computers. The teen area will emphasize space for teens to gather and use computers, while surrounded by books and other materials. The “quiet area,” located to the east of the nonfiction collection, will focus on powered tables that allow users to work and read, usually individually.

EXPECTED RESULTS:

Upon Council approval, staff will work with PacificWRO to purchase and receive the furniture.

TIMELINE:

We anticipate the furniture will be installed and received by June 30, 2020.

CURRENT YEAR BUDGET IMPACTS:

CIP #8098 Library Renovation (Furniture) of \$240,472 was included on the Supplement Budget Adjustment on October 7, 2019. This contract for furniture at \$210,215.30 will be covered by the funds available.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 4/14/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/30/2020

COMMUNITY INVOLVEMENT PROCESS:

The Library Board has been kept updated on each part of the Library’s renovation and selection of the furniture.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Residents will have a Library that encourages their needs to work and meet in a pleasant, comfortable environment.

ALTERNATIVES:

If Council chooses to not authorize the contract, the Library will not replace its outdated and worn furniture. Staff does not recommend this alternative.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2800
 - A. Goods and Services Contract with HMI-Oregon Dealership, Inc. HMI-Oregon Dealership, Inc., DBA PacificWRO

RESOLUTION NO. 2800

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A GOODS AND SERVICES CONTRACT WITH HMI-OREGON DEALERSHIP, INC. FOR THE LIBRARY FURNITURE PROJECT.

WHEREAS, the City of Wilsonville library staff has planned, designed, and budgeted for new furnishing for the recently remodeled Wilsonville Library, referred to as the Library Furniture Project (Project); and

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

WHEREAS, three (3) bids were received and HMI-Oregon Dealership, Inc., doing business as PacificWRO, submitted a bid for \$210,215.30 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid;

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

1. The 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 Goods and Services Contract with HMI-Oregon Dealership, Inc., in a form substantially similar to **Exhibit A** attached hereto, for a not-to-exceed amount of \$210,215.30.
2. This Resolution becomes effective upon the date of adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of April 2020, 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 Lehan

Councilor West

Councilor Linville

ATTACHMENT:

- A. Goods and Services Contract with HMI-Oregon Dealership, Inc., DBA PacificWRO

**CITY OF WILSONVILLE
GOODS AND SERVICES CONTRACT**

This Goods and Services Contract (“Contract”) for the Library Furniture Project (“Project”) is made and entered into on this ____ day of _____ 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **HMI-Oregon Dealership, Inc.**, a Michigan corporation, dba **PacificWRO** (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Contractor will procure, deliver and install the selected furniture for the Wilsonville Public Library, as more particularly described in the Request for Proposal Response submitted by Contractor, attached hereto as **Exhibit A** and incorporated by reference herein. Said document is referred to herein as the “Scope of Work.”

Section 2. Term

The term of this Contract shall be from the Effective Date until all furniture is delivered, inspected, placed, and installed (“Work”) and accepted by Wilsonville, which must all occur no later than June 30, 2020. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

Section 3. Contract Sum/Project Scope

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor for all Work, in accordance with the Scope of Work, an amount not to exceed Two Hundred Ten Thousand Two Hundred Fifteen Dollars and Thirty Cents (\$210,215.30) (“Contract Sum”). Provided however, the City may elect to reduce this amount by deleting some of the furnishing shown in the Scope of Work or choosing lower finish grades than those proposed in the Scope of

Work. Those decisions will be made during the Project Process schedule set forth on page 4 of the Scope of Work. Any compensation in excess of the Contract Sum will require express written agreement between the City and Contractor.

3.2. 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.

3.3. Contractor will be paid for the furniture upon delivery and inspection of the furniture. Contractor shall provide an invoice detailing all furniture delivered. Contractor will be paid upon completion of the Work and receipt of an itemized invoice of Work performed, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. 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.

Section 4. City's Rights and Responsibilities

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

4.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2019-20. 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 14**.

Section 5. Project Managers

The City's Project Manager is Pat Duke. Contractor's Project Manager is Scott Fraunfelder.

Section 6. Subcontractors and Assignments

6.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 8.2**, 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). Contractor shall provide the City with the names and contact information for any approved subcontractor and for all furniture suppliers.

6.2. 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.

Section 7. Contractor Is Independent Contractor

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. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 3** 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. Contractor hereby represents that no subcontractors will be used on the Project.

Section 8. Contractor Responsibilities

8.1. 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.

8.2. Contractor must comply with all applicable Oregon and federal wage and hour laws. 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, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

8.4. No person shall be discriminated against by Contractor 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.

8.5. 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.

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

8.7. 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:

8.7.1. 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

8.7.2. 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

8.7.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

8.8. 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.

8.9. The hourly rate of wage to be paid by any Contractor 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.

8.10. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

8.11. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing 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. If new or amended statutes, ordinances, 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 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.

8.12. 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 suppliers.

Section 9. Indemnity

9.1. 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 9.2**. 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.

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

Section 10. Insurance

10.1. 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. 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:

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

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

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

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

10.1.5. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its

equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder.

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

10.2. 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 11. Bonding Requirements and Lien Waivers

11.1. 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.

11.2. Lien Waivers. Contractor shall provide proof of payment for all furniture on lien waivers signed by all furniture suppliers before Contractor is paid for the furniture. In the alternative, the City may issue a joint check to the Contractor and the Supplier.

Section 12. Warranty

12.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work and materials for a period of one (1) year 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 or materials occurring within one (1) year following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing his/her duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty

period. The one (1) year warranty period shall, with relation to such required repair, be extended one (1) year from the date of completion of such repair.

12.2. Contractor warrants to the City that any materials and equipment furnished under this Contract will be new and of good quality, unless otherwise required or permitted by this Contract, that the Services will be free from defects, and that the Services will conform to the requirements of this Contract. Services not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

Section 13. Suspension

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to 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 Services performed by any subcontractors after notice of suspension is given by the City to Contractor.

Section 14. Early Termination; Default

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

14.1.1. By mutual written consent of the parties;

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

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

14.2. 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 three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) 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.

14.3. 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.

14.4. Termination under any provision of this **Section 14** 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, for which Contractor has received payment or the City has made payment.

Section 15. 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.

Section 16. 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: Pat Duke, Library Director
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Contractor: HMI-Oregon Dealership, Inc.
 dba PacificWRO
 Attn: Scott Fraunfelder
 825 NE Multnomah, Suite 270
 Portland, OR 97232

Section 17. Miscellaneous Provisions

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

17.2. 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.

17.3. 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.

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

17.5. Governing Law. This Contract 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 Contract as if fully set forth herein.

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

17.7. 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.

17.8. 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.

17.9. 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.

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

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

17.12. 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.

17.13. 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.

17.14. 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.

17.15. 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.”

17.16. 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.

17.17. 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.

17.18. 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.

17.19. 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.

17.20. 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:

HMI-OREGON DEALERSHIP, INC.
dba PacificWRO

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Bryan Cosgrove

As Its: City Manager

APPROVED AS TO FORM:

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

SCOPE OF WORK

The Greatest Value Is an Extraordinary Partner

PacificWRO for Wilsonville Library
PacificWRO Response / Wilsonville Library





Dear Wilsonville Library,

Thank you for the opportunity to participate in the City of Wilsonville request for proposal for the Wilsonville Library. We recognize the City of Wilsonville's investment must be in quality furniture for long term use that also provides an atmosphere conducive to learning, community development, recreation, and inspiration. As your partner, you have our commitment and expertise in planning and delivering an inspiring space. You also have our commitment that your team can rely on ours long after the last book is filed back on the shelves. We've assembled a highly experienced team to support your project with 110 years of collective furniture and project experience. We're confident we can deliver your project on time, on budget and provide value throughout the process.

Thank you again for your consideration. On behalf of everyone at PacificWRO we want you to know we're ready to work for you, now and into your future.

Regards,

Sincerely,
Scott Fraunfelder
Account Manager
PacificWRO

Project Approach

Project Process

Project Kick-off	Programming & Review	Final Selection & Verification	Sign Off & Order Placement	Project Implementation	Manufacturing, Shipping & Receiving	Delivery & Installation	Day 2 & Beyond
Project Team Meeting, including Sales, Design & Project Management	Determine work styles and settings Create preliminary typicals and space plan	Create final typicals and space plan Create specifications and pricing for verification	Submit Herman Miller quote using custom Quote Tool Obtain proposal sign-off	Confirm project fundamentals and milestones, set cadence for updates Coordinate execution details with larger project team, including trades	Just-in-Time manufacturing Loading/shipping plan to accommodate concurrent installations and Last Mile approach	Deliberate receiving of product; kitted & staged on carts by area Just-in-Time installation	Complete move, add, change requests as needed Inventory to support customer needs
Confirm project fundamentals, roles & responsibilities, set cadence for meetings and communication	Coordinate power and data requirements Assist in fabric and finish selection	Approve all drawings, fabrics and finishes	Construct and place Just-In-Time order to support Last Mile activities	Complete pre-install site visits	Schedule shipments and deliveries Minimal and bulk packaging to support reduced impact to environment	Supervision for concurrent installations Continual punch completion	Rapid Response for issues that arise Repair and Warranty as needed
Identify key milestones and checkpoints			Develop install-ready plans that support Last-Mile activities Begin product acknowledging and tracking		Punch prevention stock shipped		

Note: any unanticipated issues are immediately addressed with both the client and design firm via either phone or email depending on specifics. The Account Manager will be responsible for any and all primary communications throughout the project process.

Pricing Approach

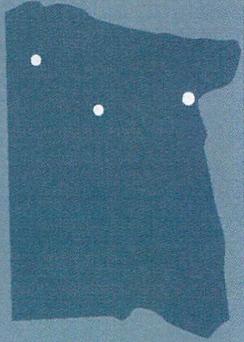
As in any industry, there are economies of scale in manufacturing which allow for higher discounting based on order volume. That said, there are benefits to maximizing order volume with any one manufacturer, however ultimately the product solution needs to be the right one for the client and should be the main driver in deciding such.

Many manufacturers participate in national purchasing contracts for government and nonprofit agencies. These contracts are used first for any product quotes. When such contracts are not applicable, a manufacturer and dealer partner. A manufacturer and dealer partner assesses total "list" price volume with a particular product and then assigns additional discounting normally and above standard discounting normally associated with small "one off" types of orders. That additional discounting is reflected in the bid response accordingly.

In addition, this project discounting is typically held for a period of time after the project installation so as to give the client the opportunity to benefit from the project pricing for any follow up orders that may be needed realized after they put the project order into use. This additional period is typically 30-90 days and is finalized with the client during the project order process.



Why PacificWRO | About Us



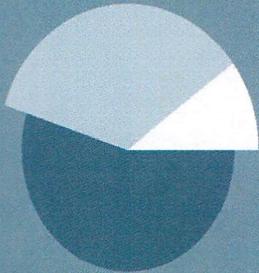
BORN IN OREGON

PacificWRO's roots are in Oregon. With Headquarters in Portland, and operations in Bend, and Medford, our team is locally based to serve our customers in the PNW.



WAREHOUSE AND SERVICE

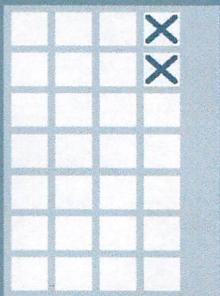
Projects large and small, we have a team to address every customer's installation and service needs. From contracting with Oregon's top warehouse and installation subcontractors, to using our own inhouse warehouse and service team, our local teams can handle your initial installation and any service needs beyond.



CUSTOMER SATISFACTION

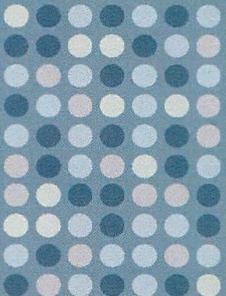
At PacificWRO, we survey our customers to help us connect and quantify our service value.

- Here are relevant proof points based on feedback from 218 customers over the last 15 months:
- 98.98% of our customers would recommend us to other business associates.
- 99.75% of our customers would do business with us again.
- 97.95% of our customers said that they would rate our overall performance as excellent or good.



DAY 2

After the installation is complete, problems may arise. PacificWRO handles all service and warranty needs ensuring everything works flawlessly for years to come.



BRANDS WE REPRESENT

PacificWRO represents 200+ suppliers and assures that each one meets the highest standards.

Contractor Experience

Partnerships | WDI Co. of Oregon Inc.

WDI is one of the leading providers of local furniture warehousing, distribution, installation, logistics and moving in the Pacific Northwest. They have been supporting companies in the Pacific Northwest since 1977. Workplace Resource of Oregon and WDI have been partnered for over 20 years. WDI and PacificWRO have teamed up on numerous project installations and have gained a reputation for providing outstanding customer service, timely and efficient project completion and exceptional communication with all team members including Project Managers, General Contractors and Warehouse team members.

WDI's office and warehouse is located in Portland, OR.
7342 SW Kable Lane
Portland, Oregon 97224

WDI employs 10 office staff and 28 installers:

- Senior Lead Installers with 15-25 years' experience
- Installation team average is 16 years' experience

WDI is working towards Women Owned status.



Project References

Oregon City Public Library

Location: Oregon City, OR

Contact: Maureen Cole

mcole@orcitv.org

P: 503.657.8269

Project Size: \$365,000

**Team Member: Sarah Jo- Project Manager
Spring 2016 Completion**

Complete renovation and add to existing building. Provided all ancillary furniture including circulation desk, kiosks, children and teen areas, community room, private offices, and custom shelving.

Fort Vancouver Regional Library District

Location: Vancouver, WA

Contact: Sisvy E. Giffuni

sgiffuni@fvrl.org

P: 360.906.4931

Project Size: \$285,000

**Team Member: Scott Fraunfelder- Account
Manager
Summer 2018 Completion**

Provided furniture for Staff Lounge, circulation desk, children and teen areas, computer area, private offices, and public lounge spaces.

Salem Public Library

Location: Salem, OR

Contact: Danny Smith

dsmith@cityofsalem.net

P: 503.588.6064

Project Size: \$325,000

**Team Member: Scott Fraunfelder- Account
Manager
Ongoing**

Over the last 4 years WRO has worked with City of Salem developing furniture standards for workstations, seating and lounge furniture.



Project Team Experience

Project Team | Leadership

Scott Fraunfelder

Account Manager

scott_fraunfelder@pacificwro.com

As Account Manager at PacificWRO, Scott will serve as your primary point of contact for any and all communications between the client, design firm, and any subcontractors of the client.

Will Eichelberger

Herman Miller Territory Manager

will_eichelberger@hermannmiller.com

Will is a resource to PacificWRO as a direct link to the manufacturing and marketing teams at Herman Miller as well as connection to global account managers, sister companies, and subject matter experts. He shares information regarding new products, research, and programs, and works integrally on the team as a direct representative of Herman Miller. Will brings over 8 years of experience in the commercial furniture industry.

Anthony Pepe

Director of Business Development

anthony_pepe@pacificwro.com

Anthony is responsible for Sales & Customer Engagement. He provides clients with knowledge and insights on various types of spaces across industries.

Heather Dawson

Designer & Product Application Specialist

heather_dawson@pacificwro.com

Heather graduated from Oregon State University with a Bachelor of Science Degree in Interior Design & Merchandising. Heather has been in the industry for over 20 years and with PacificWRO for 14 of those years. On this project, Heather will support the Wilsonville Library by providing the detailed product design and layouts as well as all technical drawings and specifications. The Wilsonville Library will benefit from her years of experience in furniture selection, interior finish schedules and overall coordination of commercial interior spaces.

His responsibilities include the strategic planning of any project that leads to its successful execution, including attending meetings, coordinating quotations with manufacturers, order entry and follow up and scheduling of the installation. Promptness in responding to inquiries is always a trait of working with Scott.

Note: Account Manager and Design Specialist time investment is roughly estimated at 4 hours ea. per week during specification and order process/entry phase.

Project Team | Support

Ryan Cook

Project Coordinator
ryan_cook@pacificwro.com

As the Project Coordinator, Ryan provides internal support to the Project Team by coordinating and verifying all order details and managing schedules with the client and vendors.

She regularly engages with customers, vendors, and subcontractors to ensure a smooth transition between all phases of the project's life-cycle.

As a graduate of the Art Institutes Interior Design Program, Ryan brings additional design expertise to the WRO team and our clients.

Sarah Jo Galbraith

Project Manager
sarah_galbraith@pacificwro.com

Sarah Jo has managed projects from creation to completion with WRO for three years, and has 6 years of experience in project management and project coordination.

Sarah Jo is responsible for the accurate planning, executing, coordinating, and closing of details and tasks that go into delivering a quality project on schedule. She provides clear and timely communication, and coordinates critical details with appropriate subcontractors and thorough post-project follow-up and assistance.

Penny Mitchell

Project Manager, WDI Co.
pnmitchell@wdico.com

Penny has over 20 years of experience as a project manager in the furniture installation business. She has worked on both the dealer and installation side of projects. Her role has been to work alongside PacificWRO's internal project managers and oversee all lead installers to make delivery, installation and punch a seamless process. Penny is involved from the beginning of the project all the way to the last warranty replacement issue. She reviews the detail specifications of each order, coordinates complicated deliveries for multiple vendors, stays up to date on the construction site conditions and constantly communicates with all team members.

Penny has over 20 years of experience as a project manager in the furniture installation business. She has worked on both the dealer and installation side of projects. Her role has been to work alongside PacificWRO's internal project managers and oversee all lead installers to make delivery, installation and punch a seamless process. Penny is involved from the beginning of the project all the way to the last warranty replacement issue. She reviews the detail specifications of each order, coordinates complicated deliveries for multiple vendors, stays up to date on the construction site conditions and constantly communicates with all team members.

John McKiernan

WRO Installation Manager
john_mckiernan@pacificwro.com

John has been in the furniture installation industry for 17 years. He has managed and supervised a variety of complex installation projects ranging from large workstation reconfigurations to new projects planned in multiple phases.

With his teams, he has recently successfully installed more than 3,000 workstations and private offices in a variety of working conditions—from free and clear spaces to environments that utilized a combination of trade efforts to meet critical client deadlines.

Note: Project Manager time investment is roughly estimated at 2-3 hours per week in the two weeks prior to installation, and 2-3 hours per day on site during installation, which is estimated at 3 business days. Punchlist follow up work is TBD but could be estimated at 9-10 hours through closure of project.

Proposal



Hemamiller Certified Dealer

www.pacificwro.com

Prepared by:

Page 1 of 11
1/21/2020

Line #	Tag	Location	Part Description	Product Website Links	Qty	Sell Price	Extended
1	S-1	North Reading Room 127 (10)	ARCADIA 6100-C ARCADIA, DOMO LOUNGE CHAIR, CASTERS 31"Wx26 1/2"Dx31"H FABRIC GRADE 5 (PULL HANDLE +\$50)	https://www.arcadiacontract.com/products/detail.php?id=6100	22	\$1,064.55	\$23,420.10
2	S-2	North Reading Room 127 Audio / Visual 138	ARCADIA ARCADIA, LEAF LOUNGE CHAIR, CLEAN OUT, RIGHT HANDED TABLET ARM 5 1/2"Wx12 1/2"Dx3/4" BEECH WOOD LEGS (MOISTURE BARRIER ADD +\$95)	http://www.arcadiacontract.com/products/detail.php?id=3720	10	\$1,155.95	\$11,559.50
3	S-2	North Reading Room 127 Audio / Visual 138	ARCADIA ARCADIA, LEAF LOUNGE CHAIR, CLEAN OUT, LEFT HANDED TABLET ARM 5 1/2"Wx12 1/2"Dx3/4" BEECH WOOD LEGS (MOISTURE BARRIER ADD +\$95)	http://www.arcadiacontract.com/products/detail.php?id=3720	2	\$1,155.95	\$2,311.90
4	S-3	Reference Area 125 (8)	SANDLER SEATING SANDLER LOUNGE CHAIR 2 5.2"W x 23.2"D x 32.7"H, 18.5"SH FABRIC GRADE 2 STEEL SLED BASE	https://www.sandlerseating.com/product/altea-2-1	8	\$1,006.10	\$8,048.80
5	S-4A	Reference 125 - 54a: (1)	HIGHTOWER HIGHTOWER, FOUR CAST CHAIR	https://hightoweraccess.com/	32	\$213.41	\$6,829.12

Prepared by:

Page 2 of 11
1/21/2020

Line #	Tag	Location	Part Description	Product Website Links	Qty	Sell Price	Extended
6	S-4B	North Reading Room 127 - S-4b: (12) East Reading	HIGHTOWER, FOUR CAST CHAIR 20.25"W x 20"D x 33.5"H, 18"SH POLYPROPYLENE SHELL UPHOLSTERED SEAT PAD, GRADE 5 CHROME BASE(POWDER COAT+40)	https://hightoweraccess.com/products/four-cast-stack	36	\$333.54	\$12,007.44
7	S-4D	Computer lab - S-4d: (12)	HIGHTOWER, FOUR CAST 2 WHEELER CHAIR, CASTERS 20.25"W x 20"D x 33.5"H, 18"SH POLYPROPYLENE SHELL ARMLESS	https://hightoweraccess.com/products/four-cast-wheeler	19	\$289.63	\$5,502.97
8	S-4A	Reference 125 - S4a: (1)	HIGHTOWER TROLLEY CARTS FOR STACKING CHAIRS	https://hightoweraccess.com/products/four-cast-stack	2	\$1,033.54	\$2,067.08
9	S-5	Children's Room 119a (16)	ARCADIA, LEAFLETTE OTTOMAN 28 1/4"W x 21 1/2"D x 15"SH FABRIC GRADE 5	http://www.arcadiacontract.com/products/detail.php?id=3771	16	\$569.64	\$9,114.24
10	S-6	Children's Room, Play Area 119c (6)	ARCADIA, LEAF FULL SIZE OTTOMAN 37"W x 27 1/4"D x 18 1/2"SH FABRIC GRADE 5	http://www.arcadiacontract.com/products/detail.php?id=3771	6	\$667.11	\$4,002.66
11	S-7	Children's Room, Early Reader Area 119a: (16)	OFS Boost+ Mini, Round Ottoman 16.75"D x 16.75"W x 12.75"H	https://ofs.com/product/s/seating/benchothoman/boost-mini	16	\$307.86	\$4,925.76

Line #	Tag	Location	Part Description	Product Website Links	Qty	Sell Price	Extended
13	S-8	Children's Room, Play Area 119c (1)	DAVIS	https://www.davisfurniture.com/product_detail/davis/name/q6	1	\$2,528.39	\$2,528.39
			DAVIS, Q6 MODULAR LOUNGE SEATING 78 1/2"W x 28"D x 30 1/8"H FABRIC GRADE D				
14	S-9	TEEN ROOM 122 (5)	ORF	https://ofs.com/product/s/seating/modular-lounge/coact	2	\$1,593.06	\$3,186.12
			Coact, Loveseat, Midback Armless 45"W X 28"D X 35.75"H FABRIC GRADE 10				
15	S-9	TEEN ROOM 122 (5)	ORF	https://ofs.com/product/s/seating/modular-lounge/coact	1	\$949.62	\$949.62
			Coact, Lounge Chair, Midback Armless 22.5"W X 28"D X 35.75"H FABRIC GRADE 10				
16	S-10	TEEN ROOM 122 (2)	ARCADIA	http://www.arcadiacontent.com/products/detail/ls.php?id=2551	2	\$1,008.99	\$2,017.98
			2553 Nios Mid-Back Lounge Chair with Steel Base & Book Rack Fabric Grade 5				
17	B-1	Reference 125 (1) Circulation 118 (2); connecting	DAVIS	https://www.davisfurniture.com/product_detail/davis/name/Q5	5	\$2,085.86	\$10,429.30
			DAVIS Q5 LOUNGE SERIES 66 5/8"Wx33 5/8"Dx16 3/4"H Fabric Grade D				
18	B-1	Reference 125 (1) Circulation 118 (2); connecting	DAVIS	https://www.davisfurniture.com/product_detail/davis/name/Q5	1	\$443.67	\$443.67
			DAVIS Q5 CONNECTING TABLE OAK TABLE FINISH - WHITE ACRYLIC NOT AVAILABLE				
19							

Line #	Tag	Location	Part Description	Product Website Links	Qty	Sell Price	Extended
20	D-1	Exhibit Area 114 (1) Circulation 118 (2)	DEMCO	https://www.demco.co	4	\$462.20	\$1,848.80
			DEMCO, DISPLAY TABLE 42"Wx60"Lx42"H OAK FINISH (STANDARD FINISHES/DIMENSIONS ONLY)	m/3-tier-oval-feature-di splay-table			
21	D-2	Children's Room 119 (3)	DEMCO	https://www.demco.co	1	\$1,998.78	\$1,998.78
			DEMCO, CHILDREN'S ROOM DISPLAY 48"Wx48"Dx42"H NATURAL OAK FINISH (STANDARD FINISHES/ DIMENSIONS ONLY)	m/octagon-bookstore-ta bles?simpleProduct=43 562			
22	SCR-1	Teen Room 122 Entry (1)	EGAN	https://egan.com/produ ct/ite-mobile/	2	\$598.82	\$1,197.64
			Mobile Markboards, Egan Lite, Egan Lite Mobles, Glide Base, Glide Bases, 30"W x 60"H x 19"D				
23	MBC-1	Teen Room 122 (3)	DEMCO	https://www.demco.co	3	\$3,510.98	\$10,532.94
			DEMCO MOBILE BOOKSHELF 21-22"D x 42-48"W x 60-66 "H SILVER METALLIC FINISH, MAPLE LAMINATE END	<a href="https://www.demco.co/m/mobile-large-steel-frame-feature-display-islan
d-with-end-panels">m/mobile-large-steel-tra me-feature-display-islan d-with-end-panels			
24	BC-1	Reference Area 125 (1) Children's Room 122 (1)	OFS	<a href="https://ofs.com/product/casegoods/private-offi
ce/impulse-g2?search=1">https://ofs.com/product s/casegoods/private-offi ce/impulse-g2?search=1	2	\$3,543.54	\$7,087.08
			IMPULSE CREDENZA STORAGE 108"W x 22"D x 42"H THREE 36"W STORAGE SECTIONS SPECIFICATIONS TO MATCH REQUESTED IN DRAWING HPL FINISH: TO MATCH EXISTING	<a href="https://ofs.com/product/casegoods/private-offi
ce/impulse-g2?search=1">https://ofs.com/product s/casegoods/private-offi ce/impulse-g2?search=1			
25	L-1A	Teen Room 122 - Zone 3 (1)	WATSON	https://www.watsonfur niture.com/products/ zo-storage#zone	1	\$886.28	\$886.28
			ZONE THREE STORAGE LOCKER, 20"D x 15"W x 78 "H, LEFT HAND				

Line #	Tag	Location	Part Description	Product Website Links	Qty	Sell Price	Extended
27	PS-1	Throughout Library	 Vesta Mobile Charger Body: Fog, Insert/Cond: White Top Ports: 1 Power Outlets, 1 Dual Charging USB-A, 1 Charging USB-C Lower Faceplate: 2 Power Outlets Cord: Solid White 120" Product Type: Corded Product Number: BE05100-00004130	https://vesta.byrne.com/	5	\$500.90	\$2,504.50
28	PS-1	Throughout Library	 Vesta Mobile Charger Body: Fog, Insert: White Top Ports: 3 Dual Charging USB-A, 1 Charging USB-C Product Type: Battery Product Number: BE05288-00000020	https://vesta.byrne.com/	5	\$766.44	\$3,832.20
29	XX	North Reading Room	 @Logic Reach Floor Start, Circ a HERMAN MILLER	https://www.hermannmiller.com/products/accessories/power-access/logic-reach/	3	\$260.82	\$782.46
30	XX	North Reading Room	 @Logic Reach Under Carpet Track, Circ a, Pwr & rnd data trk, 84" l HERMAN MILLER	https://www.hermannmiller.com/products/accessories/power-access/logic-reach/	6	\$238.28	\$1,429.68
31	XX	North Reading Room	 @Logic Reach Electrical Hub, Circ a HERMAN MILLER	https://www.hermannmiller.com/products/accessories/power-access/logic-reach/	6	\$156.86	\$941.16
32	T-1	North Reading Room 127 (3)	 Modern Amenity 22x46x17, 25 Oval Cocktail Table OFS	https://carolina.ofs.com/products/tables/occasional/modern-amenity?search=MODERN%20AMENITY&_ga=2.163343740.152608800.157920	3	\$585.06	\$1,755.18
33							

Line #	Tag	Location	Part Description	Product Website Links	Qty	Sell Price	Extended
34	T-2		Felt Wire Manager. Use to achieve Desk Height	https://ofs.com/product/s/tables/cafe/dining/elev-en-wood?search=ELEV-EN%20WOOD&_ga=2.163343740.152608800.1579203716-63726274	3	\$18.06	\$54.18
35	T-2		Felt Wire Manager. Use with EW-C7236RTE	https://ofs.com/product/s/tables/cafe/dining/elev-en-wood?search=ELEV-EN%20WOOD&_ga=2.163343740.152608800.1579203716-63726274	3	\$31.50	\$94.50
36	T-2		Power Supply (white), 10' Cord, (1) Power Outlet, (1) USB-A Charging Port, (1) USB-C Charging Port	https://ofs.com/product/s/tables/cafe/dining/elev-en-wood?search=ELEV-EN%20WOOD&_ga=2.163343740.152608800.1579203716-63726274	2	\$105.84	\$211.68
37	T-3	North Reading Room 127 (2) Children's Room 119e (1)	OFS, MODERN AMENITY ROUND COFFEE TABLE 30"DIA.X17.75"H TOP FINISH ASH VENEER	https://carolina.ofs.com/products/tables/occasional/modern-amenity?search=MODERN%20AMENITY&_ga=2.163343740.152608800.1579203716-63726274	4	\$533.40	\$2,133.60
38	T-4	DVD & Study 128 (1) East Reading Room 135 (3)	OFS, MODERN AMENITY ROUND COFFEE TABLE 22"Wx22"Dx22.25"H TOP FINISH ASH VENEER	https://carolina.ofs.com/products/tables/occasional/modern-amenity?search=MODERN%20AMENITY&_ga=2.163343740.152608800.1579203716-63726274	7	\$417.48	\$2,922.36
39	T-5	East Reading Room 135 (10) Southeast Reading Room	HERMAN MILLER @Everywhere Round Table, Squared Edge,Lam Top/The rmo Edge,Single-Column Base 36Dia	https://www.hermanmiller.com/products/works-paces/collaborative-furniture/everywhere-tables/	12	\$357.06	\$4,284.72
40							

Line #	Tag	Location	Part Description	Product Website Links	Qty	Sell Price	Extended
41							
T-6		Rose Room 108 (16)	SURFACEWORKS SURFACEWORKS, RAPPORT BASIC FLIP TOP TABLES 24"Wx60"L EDGE PROFILE: AB FLAT GROUP 1 OR 2 LAMINATE	https://www.surfaceworks.us/product/Rapport-Training	16	\$613.44	\$9,815.04
42							
T-7		Teen Room 122 (2) Quiet Study 129 (1)	SURFACEWORKS SURFACEWORKS, RAPPORT BASIC 30"Wx30"L SQUIRREL TOP SURFACE FINISH: DESIGNER WHITE 348, GROUP 1 X BASE: 431 METALLIC SILVER	https://www.surfaceworks.us/product/Rapport-Basic	6	\$287.04	\$1,722.24
43							
T-8		Computer Lab 120 (2)	HERMAN MILLER @Headway, Rectangle Shape, Y-Base, Seated Ht Table, sq-edge, 28.5" h, 54" d, 120" w, lam top/universal edge, 2 cut, lf cut, rt cut	https://www.hermanniller.com/products/tables/conference-tables/hea-dway-conference-tables/	1	\$2,357.52	\$2,357.52
44							
T-8		Computer Lab 120 (2)	HERMAN MILLER @Pair Of Oval Power Modules, 4 Simplex Rqpt Per Distributor, 4ft Cord	https://www.hermanniller.com/products/tables/conference-tables/	1	\$628.99	\$628.99
45							
T-8		Computer Lab 120	HERMAN MILLER @LOOP Adj CPU Holder Assembly, 5" track (CPU SUPPORT)	https://www.hermanniller.com/products/accessories/technology-support/loop-cpu-support/	8	\$96.60	\$772.80
46							
T-9		Computer Lab 120 (1)	HERMAN MILLER @Headway, Rectangle Shape, Y-Base, Standing Ht Table, sq-edge, 42" h, 36" d, 96" w, lam top/universal edge, no cut	https://www.hermanniller.com/products/tables/conference-tables/	1	\$1,171.50	\$1,171.50
47							

Prepared by:

Page 8 of 11
1/21/2020

Line #	Tag	Location	Part Description	Product Website Links	Qty	Sell Price	Extended
48	T-10	Teen Room 122 (4) Reference 125 (1)	SURFACEWORKS UNIVERSAL WIRE RACEWAY, 1inx2-1/2in-J-C HANNEL, 4FT SECTION		6	\$30.72	\$184.32
49	T-11	Children's Room 129 (2)	SURFACEWORKS RAPPORT COMPUTER TABLE 24"Wx36"Lx42"H STRANDING HEIGHT SURFACE FINISH: GROUP 1 OR 2 LAMINATE X BASE: 431 METALLIC SILVER	https://www.surfaceworks.us/product/RapportBasic	2	\$271.68	\$543.36
50	T-12	Teen Room 122 (1)	SURFACEWORKS RAPPORT MOBILE TABLE 30"Wx42"L SURFACE FINISH: GROUP 1 OR 2 LAMINATE EDGE PROFILE: EB THICK	https://www.surfaceworks.us/product/RapportTraining	1	\$385.92	\$385.92
51	T-13	Throughout Library	HERMAN MILLER +Plex Fixed Work Table, Lam, Exposed Plywood Edge 17Dia	https://www.hermanniller.com/products/seatn/g/lounge-seating/plex-lounge-furniture/	10	\$425.00	\$4,250.00
52		WATSON	FOB WATSON		1	\$297.00	\$297.00
53		ARCADIA	ARCADIA 3% List Tariff Surchage		1	\$5,842.50	\$5,842.50

Prepared by:

Page 9 of 11
1/21/2020

Line #	Tag	Location	Part Description	Product Website Links	Qty	Sell Price	Extended
55			EGAN	EGAN FREIGHT	1	\$123.75	\$123.75
56			BYRNE	BYRNE FREIGHT	1	\$437	\$437
57			DEMCO	DEMCO FREIGHT	1	\$3,371.25	\$3,371.25
58			WDI	RECEIVE, DELIVER, INSTALL STANDARD HOURS	1	\$9,603.20	\$9,603.20
Grand Total:							210,215.30



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: April 20, 2020		Subject: Resolution No. 2806 A Resolution of the City of Wilsonville Authorizing the City Manager to Execute A First Amendment to the 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: Expand and Maintain High Quality Infrastructure	<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 First Amendment in the amount of \$2,157,060.00 to the Construction Contract with Moore Excavation, Inc. for the Garden Acres Road and PLM_1.2 Water Transmission Line project.

EXECUTIVE SUMMARY:

In June 2019, Council approved Resolution No. 2757, entering into a construction contract in the amount of \$10,782,928.00 with Moore Excavation Inc. for the construction of Garden Acres Road and PLM_1.2 Water Transmission Line project (Project). The Project, currently under construction, upgrades approximately 2800 feet of a two-lane Country road to an urban industrial Minor Arterial standard and 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 the 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, ending just south of Day Road within Garden Acres Road.

As part of the recently completed Washington County 124th Avenue and Basalt Creek Parkway project, a section of WWSP water transmission pipeline, referred to as PLM_3.0, was installed just north of the Day Road intersection within Grahams Ferry Road. Due to the timing of the Garden Acres Road construction and the complexity involved with designing the water transmission pipeline crossing Day Road, the connection between the PLM_1.2 pipeline and the PLM_3.0 pipeline (Attachment 1) was not included as part of the Garden Acres Road project.

WWSP has since completed design of the PLM_1.2/PLM_3.0 pipeline connection and crossing of Day Road and have negotiated an acceptable price to perform the work with the Garden Acres Road contractor, Moore Excavation, Inc. (the “Contractor”). The City, as owner of the Project Construction Contract, must authorize a contract amendment before adding the proposed pipeline work to the Project construction.

The additional WWSP pipeline work (Attachment 2) consists of an approximately 145-foot long 80” diameter bore crossing beneath Day Road and installation of an additional 540 feet of 66” welded steel raw water transmission pipe, completing the connection between the two pipe segments. The pipeline boring work will preserve the large 58-inch diameter big leaf maple on the south side of Day Road, but will require removal of the dense grove of 13 mature Douglas fir and big leaf maple trees on the northeast corner of Day Road and Grahams Ferry Road.

EXPECTED RESULTS:

Install a 145-foot long, 80” diameter bore crossing of Day Road and an additional 540 feet of WWSP 66” raw water transmission pipeline connecting the PLM_1.2 and PLM_3.0 pipe segments as part of the Garden Acres and PLM_1.2 Water Transmission Line project. The added pipeline work will be installed in accordance with the Ground Lease for Raw Water Pipeline Agreement (Resolution No. 2628).

TIMELINE:

Construction of the Project is currently underway, with a final completion date scheduled for January 10, 2021. The added water transmission pipeline crossing of Day Road and connection to PLM_3.0 is scheduled to be constructed with the PLM_1.2 pipeline segment beginning May 2020 and continuing through August 2020.

CURRENT YEAR BUDGET IMPACTS:

This Contract Amendment does not impact the current fiscal year budget. According to the Garden Acres Road and PLM_1.2 Garden Acres to 124th Pipeline Projects Intergovernmental Agreement, WWSP is responsible for all construction costs associated with the PLM_1.2 Water Transmission Pipeline work. The entirety of this First Contract Amendment will be paid for by WWSP. Thus far, WWSP's portion of the total construction contract amount is estimated to be \$7,290,750.08, including the work authorized by this First Amendment.

Wilsonville Code Section 2.312(2) allows for Contracting Agency approval of change orders and contract amendments up to fifteen percent of the initial contract price. Thus, far, two change orders have been issued, totaling \$73,671.83, and out of that total, \$50,794.72 is to Wilsonville's account and the rest to WWSP. The First Amendment exceeds the fifteen percent threshold and, upon approval, would necessitate all future change orders and contract amendments, no matter the value, to be approved by the Contract Review Board (City Council).

This particular situation is unusual because the City and WWSP are jointly performing work in Garden Acres Road, using the same contractor, but the Contract is only between the City and the Contractor. The City and WWSP entered into an IGA, which outlines what WWSP must pay for under the Contract. Thus, although WWSP is fully responsible to pay the entire amount set forth in this First Amendment, the City is the responsible party to pay the Contractor all authorized payments because there is no privity of contract between the Contractor and WWSP. In order to make future change orders on behalf of WWSP and the City in the field, without having to come back to City Council again, City staff requests Council authorize the Construction Contract amount be adjusted to up to \$14,557,427.20. If, however, any change order or combination of change orders cause the City's share of the original Contract Sum to exceed 15%, staff will come back to City Council for additional authorization, as is required by City Code. The increase to the Contract Sum is included in the Resolution.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 4/8/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 4/13/2020

COMMUNITY INVOLVEMENT PROCESS:

WWSP staff met directly with representatives from the properties adjacent to the added work location to discuss project impacts and the procurement of pipeline easements.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Addition of the WWSP pipeline crossing of Day Road and connection to PLM_3.0 pipeline to the Garden Acres Road and PLM_1.2 Water Transmission Pipeline project will minimize construction impacts to surrounding residents and vehicle traffic travelling through the Day/Grahams Ferry Road intersection than if the two projects were to be constructed independently. Roadway improvements installed as part of the Garden Acres Road project would have to be removed and reinstalled should the added WWSP pipeline work be constructed independently.

As part of the contract amendment negotiation, the Contractor has agreed to modify the construction schedule to overlap construction of the WWSP pipeline and Garden Acres roadway work. This change is a significant benefit to the community, allowing for earlier construction of the weather-dependent roadway work and reducing risk of construction delay due to adverse weather conditions.

ALTERNATIVES:

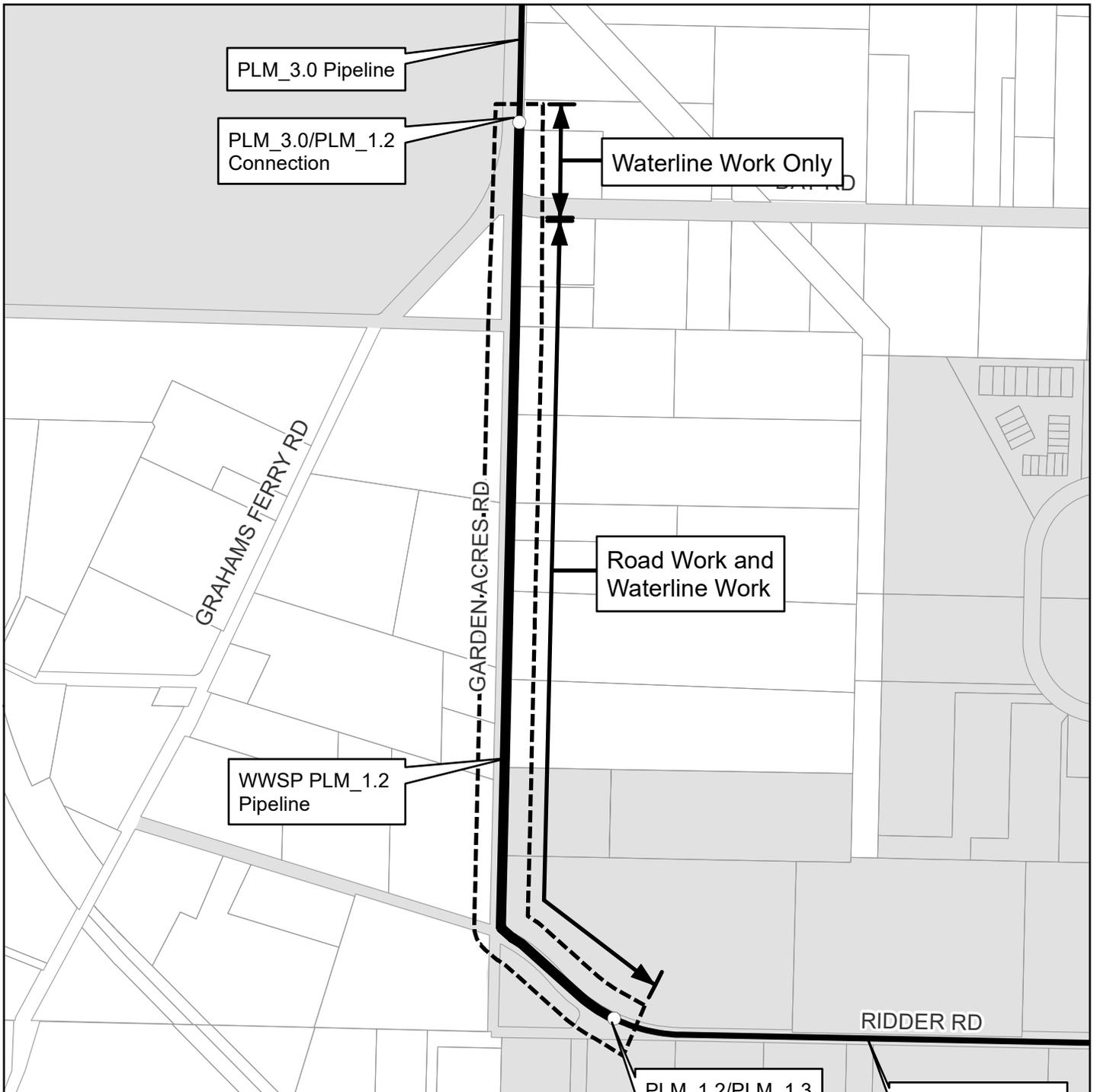
A number of pipeline alignments and construction method alternatives were considered in design of the WWSP pipeline crossing of Day Road and connection to PLM_3.0 pipeline. The selected alignment and boring installation results in the preservation of the large 58-inch diameter big leaf maple on the south side of Day Road, while maintaining uninterrupted utility service to the Coffee Creek Correctional Facility and an acceptable level of traffic disruption on Day Road and Grahams Ferry Road.

CITY MANAGER COMMENT:

N/A

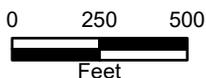
ATTACHMENTS:

1. Project Location Map
2. First Amendment Project Work Location Map
3. Willamette Water Supply System Board of Commissioners Approval of PLM_1.2 Construction Contract Amendment Letter
4. Resolution No. 2806
 - A. First Amendment to Garden Acres Road & PLM_1.2 Water Transmission Line Construction Contract



Legend

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

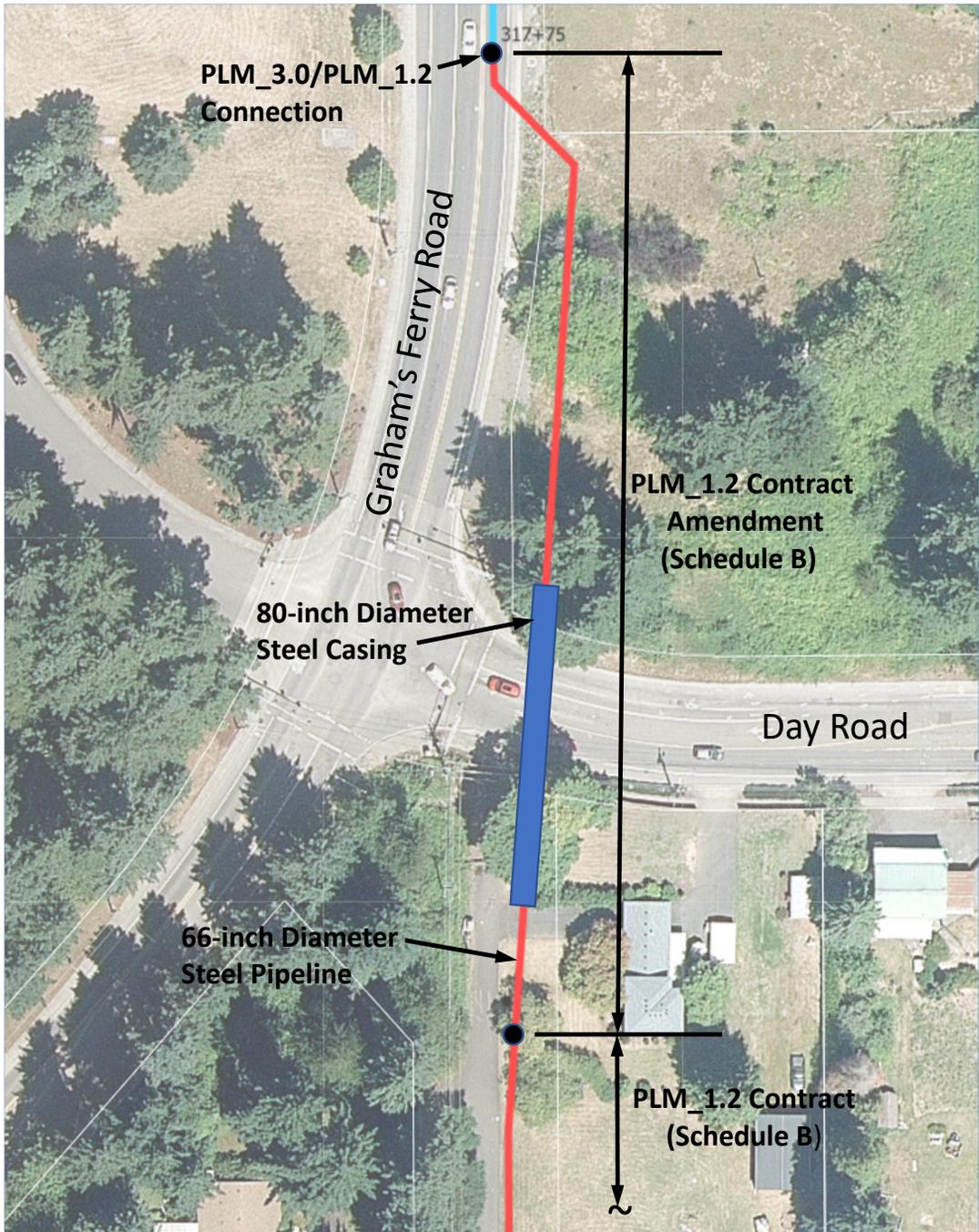


NOTE: WWSP Pipeline Alignment is approximate

Date: 09/06/2018

Garden Acres Road And PLM_1.2 Projects

ATTACHMENT 2



WWSP PLM_1.2 Pipeline (Schedule B)
Day Road Crossing and Connection to PLM_1.3



ATTACHMENT

April 2, 2020

Zach Weigel, P.E.
City of Wilsonville Capital Projects Engineering Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070
weigel@ci.wilsonville.or.us

[transmitted via email only]

Subject: Willamette Water Supply System Board of Commissioners Approval of PLM_1.2 Construction Contract Amendment

During their April 2, 2020 meeting, the Willamette Water Supply System (WWSS) Board of Commissioners approved the proposed Garden Acres Road/PLM_1.2 Water Transmission Pipeline Project contract amendment submitted by the project construction contractor, Moore Excavation, Inc (MEI). The contract amendment entails an additional 540 feet of 66-inch steel pipeline and 145 feet of bore-and-jack pipeline casing. The value of the contract amendment, as submitted by MEI, is \$2,157,060.00. The costs associated with the amendment apply only to the PLM_1.2 (Schedule B) portion of the contract. The impact to the overall construction schedule is an extension of 4 days to the contract term.

We understand that the proposed contract amendment will be brought to the Wilsonville City Council for consideration. If approved by the Wilsonville City Council, the City of Wilsonville (City) will issue the amendment as a change order to the contractor for signature with subsequent signatures by the WWSS and the City. Additionally, in accordance with the Intergovernmental Agreement between the City and the WWSS, an amount equal to the change order value, plus ten percent for construction contingency, would be deposited into the Local Government Investment Pool account.

We have appreciated your involvement and consideration as we worked with MEI to finalize their proposal for the contract amendment. Please contact Mike Britch, WWSP Engineering & Construction Manager (503-941-4565; mike.britch@tvwd.org) with any information requests as you prepare for the City Council meeting.

Sincerely,

David Kraska, P.E.,
Willamette Water Supply System General Manager

cc: Mike Britch, P.E., WWSP Engineering & Construction Manager
Eric Ward, P.E, WWSP Project Manager

RESOLUTION NO. 2806

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO CONSTRUCTION CONTRACT WITH MOORE EXCAVATION, INC. FOR THE GARDEN ACRES ROAD & PLM_1.2 WATER TRANSMISSION LINE PROJECT.

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #1127, 2103, 4201, and 7061, known as the 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 the Willamette Water Supply Program (WWSP), to jointly design and construct the Garden Acres Road project and Willamette Water Supply PLM_1.2 Garden Acres to 124th Pipeline project; and

WHEREAS, the City authorized a Construction Contract (Resolution No. 2757) with Moore Excavation, Inc. (“Contractor”) to construct the Project in the amount of \$10,782,928.00 on June 17, 2019; and

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

WHEREAS, pursuant to an Intergovernmental Agreement between the City and WWSP, 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, WWSP desires to connect the PLM_1.2 Water Transmission Line to the PLM_3.0 Water Transmission Line (Added Work) as part of the Project and has negotiated an acceptable price with Moore Excavation, Inc.; and

WHEREAS, the City desires to amend the Construction Contract with Moore Excavation, Inc. to construct the Added Work described above, at WWSP’s sole cost.

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Moore Excavation, Inc. has provided an acceptable cost proposal to construct the Added Work.
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 amendment with Moore Excavation, Inc. for a stated value of \$2,157,060.00.
3. The Amendment will also incorporate two earlier Change Orders to the Construction Contract (totaling \$73,671.83). The Change Orders, which include changes to be paid in part by the City (\$50,794.72) and in part by WWSP (\$22,877.11), plus the additional \$2,157,060 to be paid solely by WWSP, bring the amended Construction Contract total to \$13,013,659.83.
4. In order to allow future change orders, if needed, to occur in the field without having to come back to City Council, the authorized Construction Contract total is hereby adjusted to up to \$14,557,427.20, allowing for continued Contracting Agency approval of change orders and contract amendments that exceed this adjusted amount by fifteen percent (15%), in accordance with City Code requirement.
5. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of April 2020, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

RESOLUTION NO. 2806

Page 2 of 3

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

- A. First Amendment to Garden Acres Road and PLM_1.2 Water Transmission Line Construction Contract

CITY OF WILSONVILLE
FIRST AMENDMENT TO CONSTRUCTION CONTRACT (CIP# 4201)
Moore Excavation, Inc. – Garden Acres Road and Pipeline Project

This is the First Amendment to the City of Wilsonville Construction Contract (CIP# 4201) between the City of Wilsonville (City) and Moore Excavation, Inc., dated June 27, 2019 (“First Amendment”). This First Amendment is effective on April _____, 2020 (“Effective Date”).

FIRST AMENDMENT

Section 1. Previous Contract Change Orders

Since construction began, the City and Contractor have agreed to and issued Change Order No. 1 for \$8,882.64 and Change Order No. 2 for \$64,789.19. Change Order No. 2 added an additional six (6) days to the time of Contract completion. These Change Orders are already in effect and are incorporated by reference herein.

Section 2. Additional Work

Although the Contract is between the City and Contractor, Work under the Contract is also being performed on behalf of the Willamette Water Supply Program (WWSP). WWSP has requested additional Work in the amount of \$2,157,060 (“Additional WWSP Work”). The Scope of Work for the Additional WWSP Work is attached hereto as **Exhibit 1** (which includes labels of Exhibits A through C). Because of the amount of this Additional WWSP Work that is being added to this Contract, under City public contracting rules, the City must obtain City Council approval to add the sum for the Additional WWSP Work to the City Contract.

Section 3. New Contract Amount

Combining the two already approved Change Orders, along with the Additional WWSP Work, the Contract Sum is hereby amended to a total sum of THIRTEEN MILLION THIRTEEN THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND EIGHTY-THREE CENTS (\$13,013,659.83).

Section 4. Additional Time

Four (4) days will be added to the Contract Term, for both Substantial Completion and Final Completion to accommodate this Additional WWSP Work. These four (4) days are in addition to the six (6) days already added by Change Order No. 2.

Section 5 Other Contract Provisions

Except as provided herein, all other provisions of the Contract remain as written.

CONTRACTOR:

MOORE EXCAVATION, INC.

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. 93-0583943

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

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

ACCEPTED AND AGREED TO BY:

WILLAMETTE WATER SUPPLY PROGRAM

By: _____

Dave Kraska

As Its: Director

Exhibit A - Contract Amendment #01
Pay Item Adjustment

New Pay Items

ITEM	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST
B-300	Mobilization and Demobilization Sta.310+80.00 to Sta. 315+56.24	LS	\$ 42,000.00	1	\$ 42,000.00
B-301	Construction Entrance near Sta. 314+00	LS	\$ 12,250.00	1	\$ 12,250.00
B-302	Health and Safety Sta.310+80.00 to Sta. 315+56.24	LS	\$ 5,000.00	1	\$ 5,000.00
B-303	Erosion Control Sta.310+80.00 to Sta. 315+56.24	LS	\$ 30,000.00	1	\$ 30,000.00
B-304	Sediment Fencing Sta.310+80.00 to Sta. 315+56.24	LS	\$ 4,000.00	1	\$ 4,000.00
B-305	Tree Protection Fence Sta.310+80.00 to Sta. 315+56.24	LS	\$ 400.00	1	\$ 400.00
B-306	Clearing and Grubbing Sta.310+80.00 to Sta. 315+56.24	LS	\$ 41,000.00	1	\$ 41,000.00
B-307	Construction Survey Work Sta.310+80.00 to Sta. 315+56.24	LS	\$ 66,000.00	1	\$ 66,000.00
B-308	Geotechnical Consultant Sta.310+80.00 to Sta. 315+56.24	LS	\$ 37,000.00	1	\$ 37,000.00
B-309	Furnish 66-inch ID MLPCSP, Welded Steel Pipe, min t=0.313-inch wall Sta.310+80.00 to Sta. 315+56.24	LS	\$ 370,000.00	1	\$ 370,000.00
B-310	Install of 66-inch ID MLPCSP, Welded Steel Pipe, min t=0.313-inch wall Sta. 310+80.00 to Sta. 311+28.00 and Sta. 312+73 to Sta. 315+56.24	LS	\$ 237,600.00	1	\$ 237,600.00
B-311	Blowoff – Type I Sta. 315+45.00	LS	\$ 40,000.00	1	\$ 40,000.00
B-312	Trench Cutoff Walls between Sta.310+80.00 to Sta. 315+56.24	LS	\$ 15,000.00	1	\$ 15,000.00
B-313	Trenchless Launch Shaft (North Shaft)	LS	\$ 255,000.00	1	\$ 255,000.00
B-314	Trenchless Reception Shaft (South Shaft)	LS	\$ 176,000.00	1	\$ 176,000.00
B-315	80-inch (min) ID Casing Sta. 311+28.00 to Sta. 312+73, Trenchless Crossing, and Installation of 66-inch Pipe in Casing	LS	\$ 710,000.00	1	\$ 710,000.00
B-316	PLM 1.2 to PLM 3.0 Closure Spool	LS	\$ 44,000.00	1	\$ 44,000.00
B-317	Cathodic Protection System between Sta.310+80.00 to Sta. 315+56.24	LS	\$ 28,000.00	1	\$ 28,000.00
B-318	Pipeline Cleaning and Testing between Sta.310+80.00 to Sta. 315+56.24	LS	\$ 19,000.00	1	\$ 19,000.00
B-319	Traffic Control between Sta.310+80.00 to Sta. 315+56.24	LS	\$ 18,000.00	1	\$ 18,000.00
B-320	3/4"-0 Aggregate Base Sta.310+80.00 to Sta. 315+56.24	LS	\$ 4,410.00	1	\$ 4,410.00
B-321	Level 3, 1/2 Inch ACP Mixture Sta.310+80.00 to Sta. 315+56.24	LS	\$ 2,400.00	1	\$ 2,400.00
Total					\$ 2,157,060.00

Fund Estimate Amendment

FUND NUMBER		CURRENT ESTIMATE	AMENDED ESTIMATE	CHANGE
#2103-30	Garden Acres Sewer Extension	\$ 1,249,990.78	\$ 1,249,990.78	\$ -
#4201-39	Garden Acres Road Improvement	\$ 3,859,390.01	\$ 3,859,390.01	\$ -
#4201-80	WWSP Pipeline & Garden Acres Share	\$ 5,133,690.08	\$ 7,290,750.08	\$ 2,157,060.00
#7061-30	Garden Acres Offsite Storm System	\$ 613,528.96	\$ 613,528.96	\$ -
Total		\$ 10,856,599.83	\$ 13,013,659.83	\$ 2,157,060.00

Exhibit B - Contract Amendment #01
Pay Item Detailed Description
Garden Acres / PLM_1.2

SECTION 01 22 13 - UNIT PRICE MEASUREMENT AND PAYMENT, Paragraph 1.3 after the last item on page III-126 as previously amended ADD:

No.	Item	Description	Measurement	Payment
B-200	Mobilization and Demobilization Sta. 310+80.00 to Sta. 315+56.24	The item shall include all costs for preparing for construction activities between Sta. 310+80 to 513+56.24. These costs may include, but are not limited to: moving equipment to the project site, moving personnel and supplies, acquiring bonds and submitting them to the City for approval, submitting certificates of insurance acceptable to the City, applying for and securing local permits as may be required, setting up administrative items, pre-construction meetings, and other preparatory activities associated with the project. This item also includes materials, labor, and equipment to install private property temporary fencing; complete site restoration; and other incidentals to complete work between Sta. 310+80 through 315+56.24 as shown on the drawings.	Measurement for this item will be Lump Sum based on 50% after completion of mobilization and 50% after demobilization.	Payment shall on 50% after completion of mobilization and 50% after demobilization.
B-201	Construction Entrance near Sta. 314+00	The Lump sum price shall include all costs for materials, equipment and labor to install the gravel construction entrance as shown on the approved plans. This also includes any and all maintenance required to keep the entrance in proper condition to perform as designed and restoration as shown on the drawings after construction completion.	Measurement for this item will be Lump Sum based on the percent complete for this item during the period for each monthly progress payment.	Payment shall be made based on the percent of work complete.
B-202	Health and Safety Sta. 310+80.00 to Sta. 315+56.24	Lump sum price includes labor, equipment, and materials necessary to prepare, implement, monitor, and modify (as necessary) the Health and Safety Plan; attend Owner's health and safety meetings; participation in Owner's safety orientation training; placing a full-time health and safety representative on-site; and preparing required monitoring reports.	Measurement for this item will be based on the percent of work complete (percentage of total activities complete) during the period for each monthly progress payment.	Payment shall be made based on the percent of work complete.
B-203	Erosion Control Sta. 310+80.00 to Sta. 315+56.24	The Lump sum price shall include all cost for materials, equipment, and labor to install, maintain, and remove the erosion control for the project between Sta. 310+80.00 to Sta. 315+56.24. This lump sum price includes restoration per Plan and Profile Drawings.	Measurement for this item will be based on the percent of work complete (percentage of total activities complete) during the period for each monthly progress payment.	Payment shall be made based on the percent of work complete.
B-204	Sediment Fencing Sta. 310+80.00 to Sta. 315+56.24	The Lump sum price shall include all cost for materials, equipment, and labor to install sediment fencing as shown on the drawings. This includes the maintenance during construction to keep the fence performing as designed and remove after completion of construction.	Measurement for this item will be Lump Sum based on the percent complete for this item during the period for each monthly progress payment.	Payment shall be made based on the percent of work complete.

No.	Item	Description	Measurement	Payment
B-205	Tree Protection Fence Sta. 310+80.00 to Sta. 315+56.24	The Lump sum price shall include all cost for materials, equipment, and labor to install tree protection fence. This includes the maintenance during construction to keep the fence performing as designed and remove after completion of construction.	Measurement for this item will be based on the percent of work complete (percentage of total activities complete) during the period for each monthly progress payment.	Payment shall be made based on the percent of work complete.
B-206	Clearing and Grubbing Sta. 310+80.00 to Sta. 315+56.24	The Lump sum price shall include all cost for materials, equipment, and labor for clearing and grubbing as defined in section 00320 of the specifications and Design Clarification No. 4.	Measurement for this item will be Lump Sum based on the percent complete for this item during the period for each monthly progress payment.	Payment shall be made based on the percent of work complete.
B-207	Construction Survey Work Sta. 310+80.00 to Sta. 315+56.24	The Lump sum price shall include all cost for materials, equipment, and labor to provide Construction Survey Work per section 00305 and 01 73 23 of the specifications.	Measurement for this item will be based on the percent of work complete (percentage of total activities complete) during the period for each monthly progress payment.	Payment shall be made based on the percent of work complete.
B-208	Geotechnical Consultant Sta. 310+80.00 to Sta. 315+56.24	The Lump Sum price shall include all costs for materials, equipment and labor to design, monitor, maintain, and remove (as applicable) shaft shoring system; design and monitor the trenchless crossing; and all other activities per Design Clarification #4 for work between Sta. 310+80.00 to Sta. 315+56.24.	Measurement for this item will be Lump Sum based on the percent complete for this item during the period for each monthly progress payment.	Payment shall be made based on the percent of work complete.
B-209	Furnish 66-inch ID MLPCSP, Welded Steel Pipe, min t=0.313-inch wall Sta. 310+80.00 to Sta. 315+56.24	The Lump Sum price includes, but not limited to, furnishing 66-inch Nominal ID steel pipe, fittings, and dished heads, cement mortar-lined and polyurethane-coated, with pipe wall thickness as shown on the Plans.	Measurement for this item will be Lump Sum based on the percent complete for this item during the period for each monthly progress payment.	Payment shall be made based on the percent of work complete.

No.	Item	Description	Measurement	Payment
B-210	Install of 66-inch ID MLPCSP, Welded Steel Pipe, min t=0.313-inch wall Sta. 310+80.00 to Sta. 311+28.00 and Sta. 312+73 to Sta. 315+56.24	<p>The Lump Sum price includes, but not limited to, furnishing all materials (excluding pipe), equipment, labor, and incidentals for construction and installation of the 66-inch pipe, complete in accordance with the Contract Documents, including, offloading and temporary storage, joint welding, welding leads, and quality control testing, bends, outlets, fittings, common excavation, bedding, backfill, dewatering, compaction, cathodic protection system joint bonding and heat shrinkable polyolefin coatings, finishing interior and exterior joints, pipe locator ribbon and locate wires along the transmission pipeline, trench shoring design and systems, record drawings, locating and potholing of utilities crossing pipeline, protection and support of adjacent and crossing utilities. Furnish and install all applicable hardware including, but not limited to, nuts, bolts, washers, gaskets and isolation kits for a complete pipe installation.</p> <p>This Lump sum price also includes furnishing all materials, labor, and incidentals to install, test, and certify the pipe locate system, including assemblies, wiring, connections, and surface boxes. Furnish and install all pipe monumentation, including curb and markers posts for the stations indicated.</p>	Measurement for this item will be Lump Sum based on the percent complete for this item during the period for each monthly progress payment.	Payment shall be made based on the percent of work complete.
B-211	Blowoff – Type I Sta. 315+45.00	<p>The Lump Sum price includes furnishing all materials, equipment, labor, and incidentals for construction of Type I Blow-off; including; Flex- tend fitting, pipe, pipe installation, butterfly and gate valves, excavation, bedding, backfilling, compaction, testing, vault, cathodic protection and any other work and appurtenances needed to extend the discharge pipe from the tangential outlet connection to the blow-off structure, flange and bolts, complete, and any other work and appurtenances needed to construct the blow-off</p>	Measurement for this item will be Lump Sum based on the percent complete for this item during the period for each monthly progress payment.	Payment shall be made based on the percent of work complete.
B-212	Trench Cutoff Walls between Sta. 310+80.00 to Sta. 315+56.24	<p>The Lump Sum price includes excavation beyond trench walls and bottom, furnishing and installing controlled low strength material (CLSM), within the bedding, pipe zone and trench zone, complete, as indicated on the Plans and details for all trench cutoff walls from Sta. 310+80.00 to Sta. 315+56.24.</p>	Measurement for this item will be Lump Sum based on the percent complete for this item during the period for each monthly progress payment.	Payment shall be made based on the percent of work complete.
B-213	Trenchless Launch Shaft (North Shaft)	<p>The Lump Sum price includes all materials, equipment, labor, and incidentals for the installation of launch shaft north of the Day Road, complete, including, but not limited to, excavation in soil, disposal of excess excavation material, shoring, instrumentation and monitoring, shaft construction, and bottom work slab (concrete) installation.</p> <p>This pay item also includes development of a dewatering plan and preparing submittals for review, implementation of the dewatering plan for trench less shafts and casing/piping installation, conducting required monitoring and testing of the water quality from the dewatering operation, disposal for all water removed from excavations, and performing all other work required for a complete system in accordance with the Contract Documents.</p>	Measurement for this item will be based on the percent of work complete (percentage of total activities complete) at the time of each monthly progress payment, as determined by the Owners.	Payment shall be made based on the percent of work complete.

No.	Item	Description	Measurement	Payment
B-214	Trenchless Reception Shaft (South Shaft)	<p>The Lump Sum price includes all materials, equipment, labor, and incidentals for the installation of the reception shaft south of the Day Road, complete, including, but not limited to, excavation in soil, disposal of excess excavation material, shoring, instrumentation and settlement monitoring, shaft construction, and bottom work slab (concrete) installation.</p> <p>This pay item also includes development of a dewatering plan and preparing submittals for review, implementation of the dewatering plan for trenchless shafts and casing/piping installation, conducting required monitoring and testing of the water quality from the dewatering operation, disposal for all water removed from excavations, and performing all other work required for a complete system in accordance with the Contract Documents.</p>	Measurement for this item will be based on the percent of work complete (percentage of total activities complete) at the time of each monthly progress payment, as determined by the Owners.	Payment shall be made based on the percent of work complete.
B-215	80-inch (min) ID Casing Sta. 311+28.00 to Sta. 312+73, Trenchless Crossing, and Installation of 66-inch Pipe in Casing	<p>Lump sum price includes all materials, equipment, labor, and incidentals for the tunneled crossing at Day Road, complete, including, but not limited to, trenchless construction, furnishing and installing the 80-inch ID (min), steel casing with wall thickness as specified under the road; casing pipe joint welding, trenchless construction method selection and plan; contractor-obtained permits; ventilation; spoils removal and disposal; noise-abatement compliance; dewatering, protection of adjacent utilities; contact grouting; records; and quality control testing.</p> <p>Lump sum price also includes furnishing all materials (excluding pipe), equipment, labor, and incidentals for installation of the 66-inch ID steel water transmission pipeline (carrier pipe) to be installed inside the casing, lined and coated, including, but not limited to, joint welding, and weld leads; placing the water transmission pipeline inside the casing, annular space grouting, casing spacers and end seals; furnishing and installing all applicable hardware for a complete pipe installation; record drawings; and quality control testing.</p> <p>This Lump sum price also includes furnishing all materials, labor, and incidentals to install, test, and certify the pipe locate system, including assemblies, wiring, connections, and surface boxes. Furnish and install all pipe monumentation, including curb and markers posts for the stations indicated.</p>	Measurement for this item will be based on the percent of work complete (percentage of total activities complete) at the time of each monthly progress payment, as determined by the Owners.	Payment shall be made based on the percent of work complete.
B-216	PLM 1.2 to PLM 3.0 Closure Spool	Lump sum price includes all materials, equipment, labor, and incidentals for all work required to excavate the trench between the dished heads, drain the pipeline as required to allow for removal of the dished head, remove the dished head, furnish and install a spool piece, furnish and install butt straps, repair the lining and coating at the joints, disinfect the spool piece, and backfill the trench.	Measurement for this item will be based on the percent of work complete at the time of each monthly progress payment, as determined by the Owners.	Payment shall be made based on the percent of work complete.

No.	Item	Description	Measurement	Payment
B-217	Cathodic Protection System between Sta. 310+80.00 to Sta. 315+56.24	Lump Sum Price includes furnishing, installing and testing the cathodic protection system, complete, including test stations, anodes, insulating kits, reference cells, thermite welds, appurtenances, boards, labeling, field measurements, commissioning, preparation and submittal of initial and final test results and reports and all other work to make the system functional for project work associated with Sta. 310+80.00 to Sta. 315+56.24.	Measurement for this item will be based on the percent of work complete (percentage of total activities complete) at the time of each monthly progress payment, as determined by the Owners.	Payment shall be made based on the percent of work complete.
B-218	Pipeline Cleaning and Testing between Sta. 310+80.00 to Sta. 315+56.24	Lump Sum Price includes all materials, equipment, labor, and incidentals for all work required to successfully clean, disinfect, and test the pipeline and appurtenances for project work associated with Sta. 310+80.00 to Sta. 315+56.24. Work includes, complete installation and removal of temporary bulkheads, cleaning debris from pipeline, supplying, treating, and discharging test water, hydrostatic pressure testing. Water quality testing and discharge and disposal, in compliance with permits, and draining the pipe in accordance with the specifications shall also	Measurement for this item will be based on the percent of work complete (percentage of total activities complete) at the time of each monthly progress payment, as determined by the Owners.	Payment shall be made based on the percent of work complete.
B-219	Traffic Control between Sta. 310+80.00 to Sta. 315+56.24	Lump Sum Price includes all materials, equipment, labor, and incidentals for coordination with local agencies and all work required for installation, maintenance, and removal of traffic control measures for project work associated with Sta. 310+80.00 to Sta. 315+56.24. This is inclusive of traffic controls permits and permit fee.	Measurement for this item will be based on the percent of work complete (percentage of total activities complete) at the time of each monthly progress payment, as determined by the Owners.	Payment shall be made based on the percent of work complete.
B-220	3/4"-0 Aggregate Base Sta. 310+80.00 to Sta. 315+56.24	The unit price item shall include all cost for materials, equipment, and labor to place and compact the Aggregate. The limits of this item are measured as the neat line to the back of the curb for project work associated with Sta. 310+80.00 to Sta. 315+56.24.	Measurement for this item will be based on field cubic yards.	Payment shall be made based unit price per \$40/CY.
B-221	Level 3, 1/2 Inch ACP Mixture Sta. 310+80.00 to Sta. 315+56.24	The unit price item shall include all cost for materials, equipment, and labor to place and compact the ACP for project work associated with Sta. 310+80.00 to Sta. 315+56.24.	Measurement for this item will be based on field tons.	Payment shall be made based on unit price \$98/TN.

**Exhibit C - Contract Amendment #01
Plans & Specifications Modifications
Garden Acres / PLM_1.2**

SHEET INDEX		
SHEET NUMBER	DRAWING NUMBER	DESCRIPTION
GENERAL		
01	G-01	COVER SHEET
02	G-02	INDEX OF DRAWINGS
03	G-03	GENERAL LEGEND
04	G-04	GENERAL ABBREVIATIONS
05	G-05	OVERALL SITE PLAN
06	G-06	GEOTECHNICAL BOREHOLES PLAN
07	G-07	OVERALL PROFILE, APPURTENANCES, AND GENERAL NOTES
08	G-08	HYDRAULIC PROFILE
PLAN AND PROFILE		
09	PP-01	KEY PLAN SOUTH
10	PP-02	PLAN AND PROFILE STA: 280+00 TO 284+00
11	PP-03	PLAN AND PROFILE STA: 284+00 TO 288+00
12	PP-04	PLAN AND PROFILE STA: 288+00 TO 293+00
13	PP-05	PLAN AND PROFILE STA: 293+00 TO 298+00
14	PP-06	PLAN AND PROFILE STA: 298+00 TO 303+00
15	PP-07	PLAN AND PROFILE STA: 303+00 TO 308+00
16	PP-08	PLAN AND PROFILE STA: 308+00 TO 313+00
16A	PP-09	PLAN AND PROFILE STA: 313+00 TO 315+56
16B	PP-10	DAY ROAD TRENCHLESS CROSSING PLAN AND PROFILE STA: 309+50 TO 314+50
PIPELINE DETAILS		
17	D-01	PIPELINE DETAILS I
18	D-02	PIPELINE DETAILS II
18A	D-03	PIPELINE DETAILS III
18B	D-04	PIPELINE DETAILS IV
SPECIAL PLANS		
19	SP-01	BLOW OFF AND AIR VALVE ASSEMBLY PLANS AND SECTION
19A	SP-02	BLOW OFF AND AIR VALVE ASSEMBLY PLANS AND SECTION II
CATHODIC PROTECTION		
20	CP-01	CATHODIC PROTECTION GENERAL NOTES, ABBREVIATIONS, AND SCHEDULE
21	CP-02	CATHODIC PROTECTION DETAILS I
22	CP-03	CATHODIC PROTECTION DETAILS II
23	CP-04	CATHODIC PROTECTION DETAILS III
24	CP-05	CATHODIC PROTECTION DETAILS IV
25	CP-06	CATHODIC PROTECTION DETAILS V

SHEET INDEX		
SHEET NUMBER	DRAWING NUMBER	DESCRIPTION
STANDARD DETAILS		
26	SD-01	PIPE STANDARD DETAILS I
27	SD-02	PIPE STANDARD DETAILS II
28	SD-03	PIPE STANDARD DETAILS III
29	SD-04	PIPE STANDARD DETAILS IV
30	SD-05	PIPE STANDARD DETAILS V
31	SD-06	PIPE STANDARD DETAILS VI
32	SD-07	PIPE STANDARD DETAILS VII
33	SD-08	PIPE STANDARD DETAILS VIII
34	SD-09	PIPE STANDARD DETAILS IX
35	SD-10	PIPE STANDARD DETAILS X
36	SD-11	APPURTENANCE STANDARD DETAILS I
37	SD-12	APPURTENANCE STANDARD DETAILS II
38	SD-13	APPURTENANCE STANDARD DETAILS III
39	SD-14	APPURTENANCE STANDARD DETAILS IV
40	SD-15	APPURTENANCE STANDARD DETAILS V
TRAFFIC CONTROL PLANS (TCP)		
41	TC-01	TRAFFIC CONTROL PLANS VICINITY MAP AND HAUL ROUTE
42	TC-02	TRAFFIC CONTROL PLANS LEGEND AND GENERAL NOTES
43	TC-03	SW DAY ROAD TCP STAGE 1
EROSION CONTROL AND FENCING		
44	EC-01	EROSION AND SEDIMENT CONTROL PLAN
45	EC-02	CITY OF WILSONVILLE STANDARD EROSION CONTROL DETAILS

DISCIPLINE DESIGNATOR	
DISCIPLINE	DESIGNATOR
GENERAL	G
CIVIL	C
PLAN AND PROFILES	PP
PIPELINE DETAILS	D
CATHODIC PROTECTION	CP
GRADING	GR
SPECIAL PLANS	SP
RESTORATION AND LANDSCAPING	RL
EROSION CONTROL AND FENCING	EC
DRAINAGE	DR
TRAFFIC CONTROL PLANS (TCP)	TC
STANDARD DETAILS	SD



KNOW WHAT'S BELOW. CALL BEFORE YOU DIG. 811
"LOOK UP AND LIVE"

DSGN	D. Johnston				
DR	S. Kuhns				
CHK	A. Stevens	4	03/20		
APVD	E. Hadler	0	07/19		
		NO.	DATE	REVISION	BY

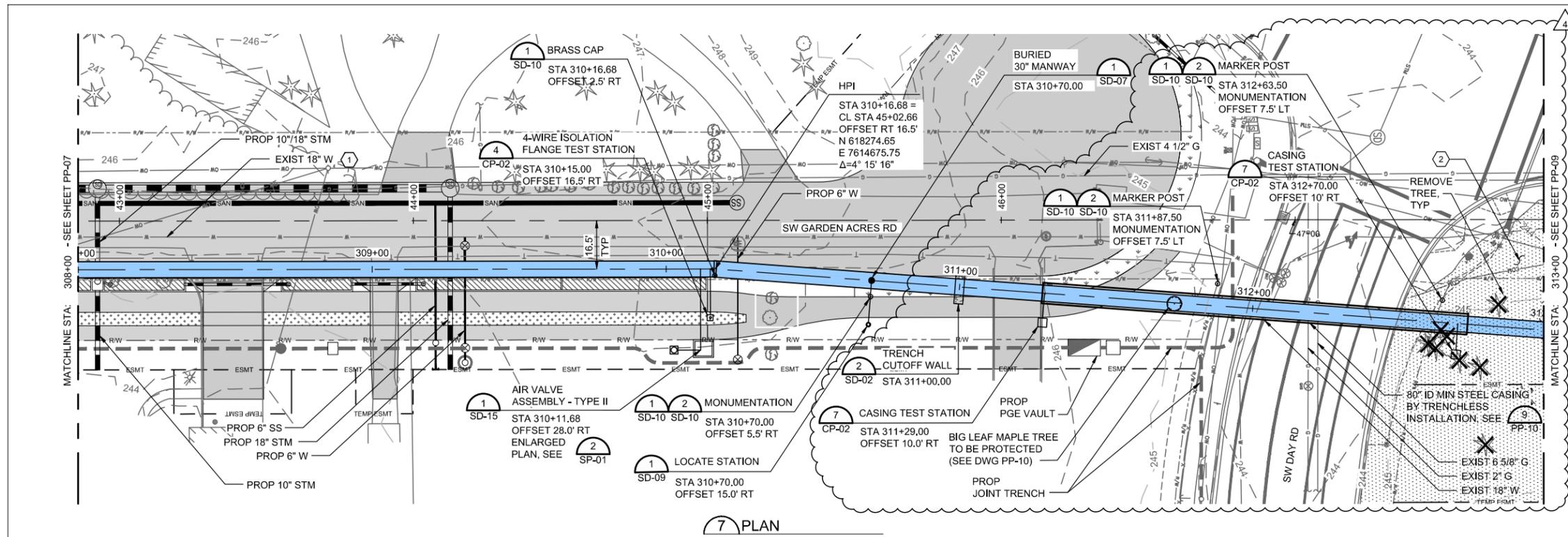
VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



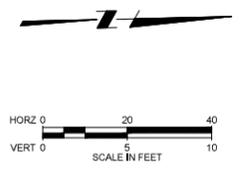
PLM_1.2
 Water Transmission Line
 Schedule B

GENERAL
 INDEX OF DRAWINGS

SHEET	02
DWG	G-02
DATE	03/06/2020
PROJ	PROJ



7 PLAN

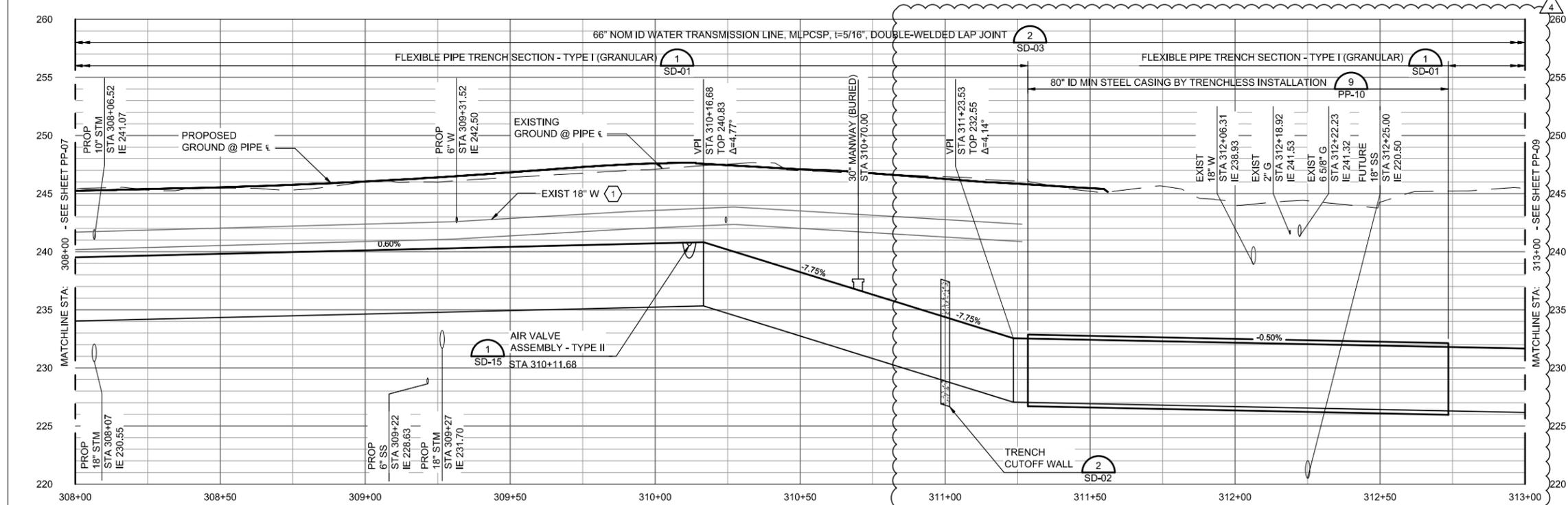


NOTES:

- REFER TO ROADWAY DESIGN PLANS (SCHEDULE A) FOR SURVEY INFORMATION AND PROJECT CONTROLS.
- REFER TO SCHEDULE A DRAWINGS FOR INFORMATION PERTAINING TO THE ROADWAY DESIGN AND ASSOCIATED DRAINAGE, UTILITIES, SIGNAGE, UTILITY RELOCATIONS, LIGHTING, STRIPING, LANDSCAPING, IRRIGATION, EROSION AND SEDIMENTATION CONTROL, AND MAINTENANCE OF TRAFFIC.
- PIPELINE CURVE RADII SHOWN ON THE PLANS REQUIRES THE USE OF JOINT DEFLECTION THROUGH PULLED JOINTS, AND/OR BEVELED JOINTS. SEE THE SPECIFICATIONS FOR JOINT DESIGN REQUIREMENTS.
- CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF THE EXISTING WATER SERVICES (NOT SHOWN). CONTRACTOR SHALL PROTECT THE EXISTING WATER SERVICES AND THE PROPOSED JOINT TRENCH IN ORDER TO MAINTAIN SERVICES THROUGHOUT CONSTRUCTION.

KEY NOTES:

- CONTRACTOR SHALL PROTECT THE EXISTING 18" DIP WATER MAIN AS NEEDED IN ORDER TO MAINTAIN SERVICES THROUGHOUT CONSTRUCTION. VERTICAL ELEVATION APPROXIMATED FROM "COFFEE CREEK CORRECTIONAL FACILITY INFRASTRUCTURE PHASE 2 SANITARY SEWER MAIN AND 18" WATER MAIN" AS-BUILT DRAWINGS DATED APRIL 2001.
- PLANT PERMANENT SEEDING - 0.14 ACRES.



7 PROFILE

KNOW WHAT'S BELOW. CALL BEFORE YOU DIG. 811
"LOOK UP AND LIVE"

NO.	DATE	REVISION	BY	APVD
4	03/20	DESIGN CLARIFICATION DC-04	D. Applegate	
1	09/19	DESIGN CLARIFICATION 01	S. Kuhns	
0	07/19	CONFORMED CONSTRUCTION DRAWINGS	A. Stevens	
			E. Hadler	

VERIFY SCALE
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



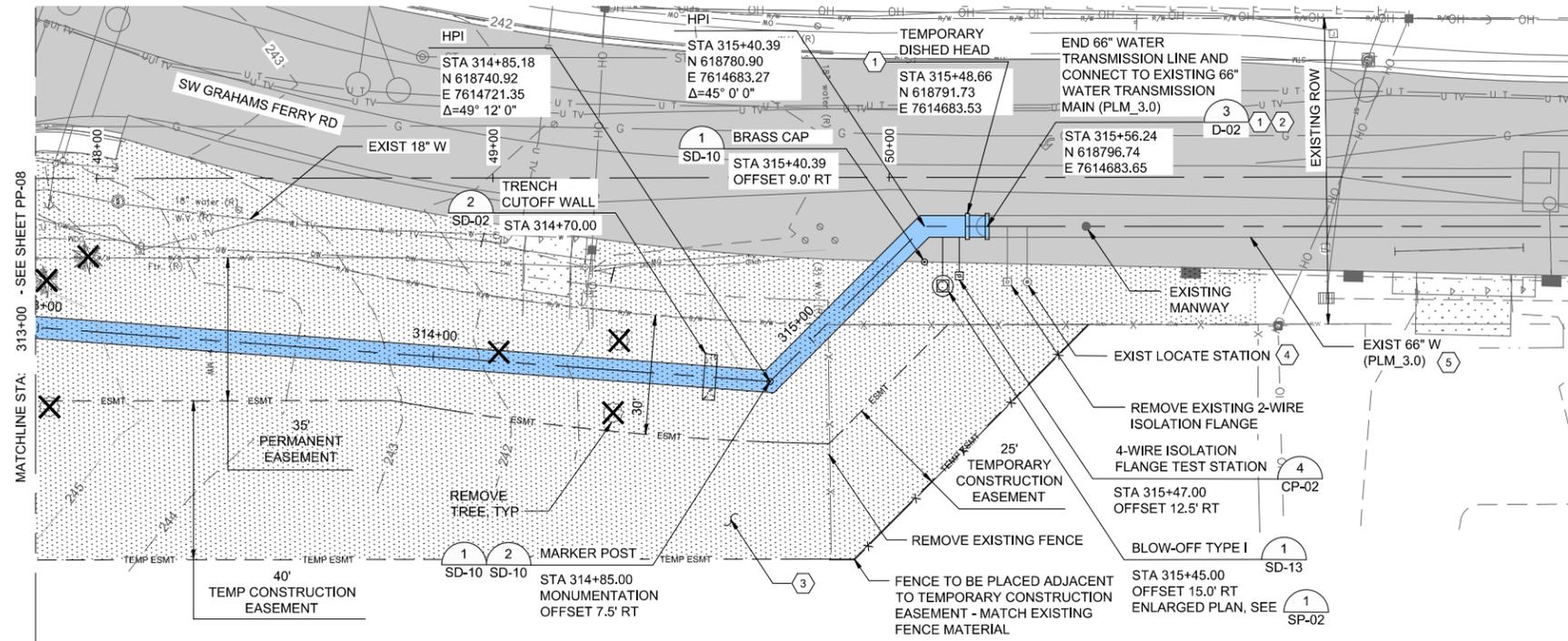
Willamette Water Supply
Our Reliable Water

PLM_1.2
Water Transmission Line
Schedule B

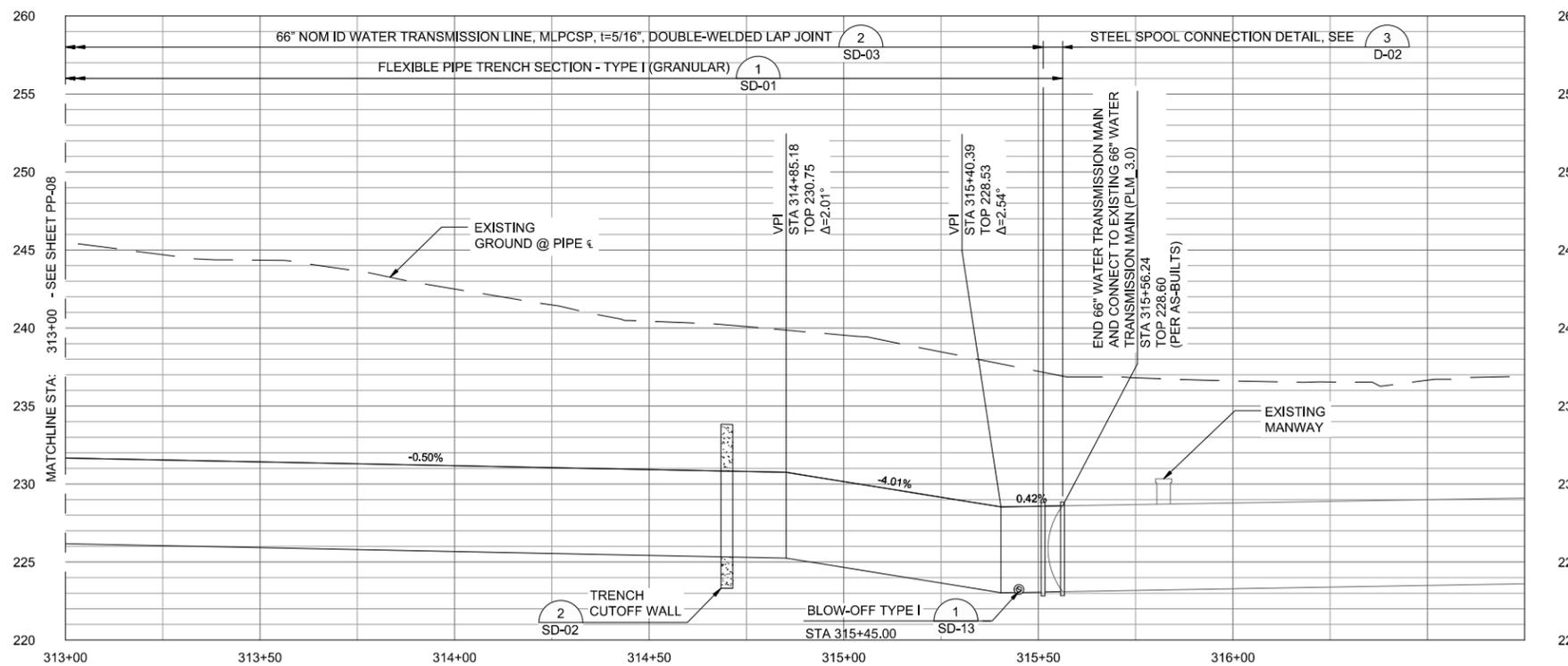
CIVIL
PLAN AND PROFILE
STA: 308+00 TO 313+00

SHEET 16
DWG PP-08
DATE 03/06/2020
PROJ PROJ





8 PLAN



8 PROFILE

NOTES:

- REFER TO ROADWAY DESIGN PLANS (SCHEDULE A) FOR SURVEY INFORMATION AND PROJECT CONTROLS.
- REFER TO SCHEDULE A DRAWINGS FOR INFORMATION PERTAINING TO THE ROADWAY DESIGN AND ASSOCIATED DRAINAGE, UTILITIES, SIGNAGE, UTILITY RELOCATIONS, LIGHTING, STRIPING, LANDSCAPING, IRRIGATION, EROSION AND SEDIMENTATION CONTROL, AND MAINTENANCE OF TRAFFIC.
- PIPELINE CURVE RADII SHOWN ON THE PLANS REQUIRES THE USE OF JOINT DEFLECTION THROUGH PULLED JOINTS, AND/OR BEVELED JOINTS. SEE THE SPECIFICATIONS FOR JOINT DESIGN REQUIREMENTS.
- CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF THE EXISTING WATER SERVICES (NOT SHOWN). CONTRACTOR SHALL PROTECT THE EXISTING WATER SERVICES AND THE PROPOSED JOINT TRENCH IN ORDER TO MAINTAIN SERVICES THROUGHOUT CONSTRUCTION.

KEY NOTES:

- INSTALL TEMPORARY DISHED HEAD FOR HYDROSTATIC TESTING OF NEW MAIN. AFTER SUCCESSFUL COMPLETION AND ACCEPTANCE BY THE OWNER, CONTRACTOR SHALL REMOVE NEW AND EXISTING DISHED HEAD SECTION AND ALL COMPONENTS ASSOCIATED WITH 8" BLOW-OFF VALVE AND TEMPORARY MANHOLE. VALVE STEM EXTENSION SHALL BE SALVAGED.
- PAVEMENT RESTORATION TO MATCH EXISTING THICKNESS AND MATERIAL OR MIN. 8" ASPHALT OVER 13" AGGREGATE BASE COURSE, WHICHEVER IS GREATER. RESTORE PAVEMENT, CURB, AND GUTTER DISTURBED BY CONSTRUCTION IN ACCORDANCE WITH JURISDICTIONAL REQUIREMENTS.
- PLANT PERMANENT SEEDING - 0.49 ACRES
- PROTECT EXISTING LOCATE STATION AND LOCATE WIRES. CONNECT NEW LOCATING WIRE TO EXISTING LOCATE STATION.
- THE EXISTING PLM 3.0 66" WATER MAIN WAS DRAINED IN 2019, BUT MAY STILL CONTAIN A SMALL VOLUME OF HIGH PH WATER. PRIOR TO CONNECTION, PROVIDE CONTRACTOR SAFETY, WATER TREATMENT, AND WATER DISCHARGE PLAN FOR REVIEW. PROVIDE TESTING, TREATMENT, AND DISCHARGE OF WATER IN ACCORDANCE WITH WWSP AND PERMITTING REQUIREMENTS. EXISTING PLM 3.0 66" WATER MAIN PARAMETERS:
 OUTSIDE DIAMETER = 67.875"
 STEEL CYLINDER WALL THICKNESS = 0.375"
 CEMENT MORTAR LINED
 POLYURETHANE COATED

KNOW WHAT'S BELOW.
CALL BEFORE YOU DIG. **811**
"LOOK UP AND LIVE"

DSGN	D. Applegate		
DR	S. Kuhns		
CHK	A. Stevens	4	03/20
APVD	E. Hadler	0	07/19
		NO.	DATE

DESIGN CLARIFICATION DC-04
CONFORMED CONSTRUCTION DRAWINGS

VERIFY SCALE
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

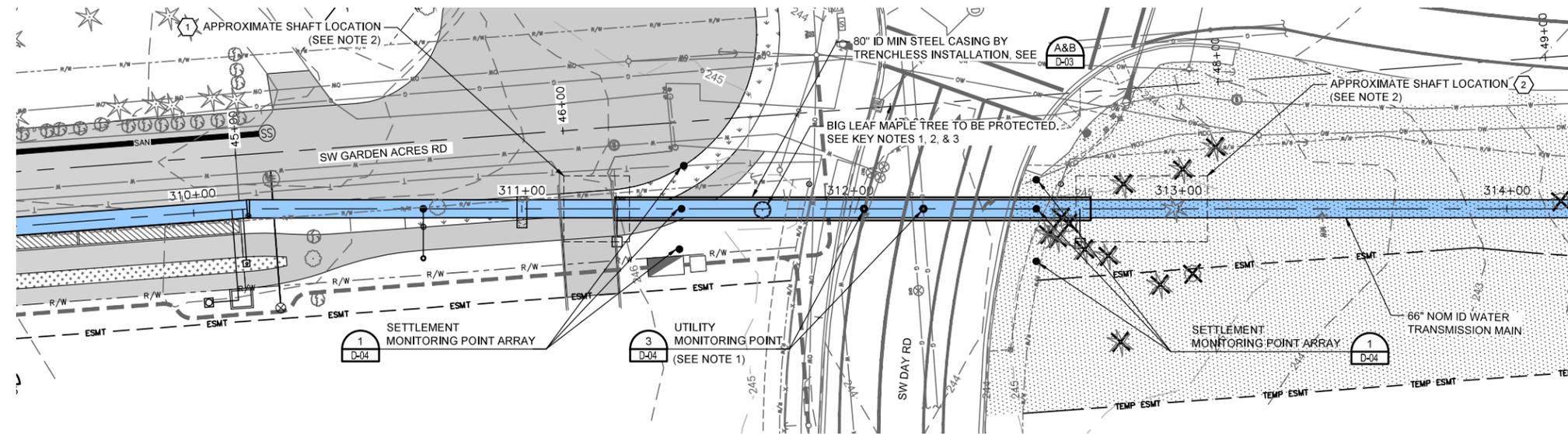


PLM_1.2
Water Transmission Line
Schedule B

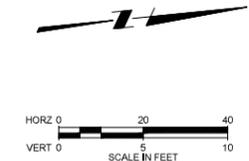
CIVIL
PLAN AND PROFILE
STA: 313+00 TO 315+56

SHEET	16A
DWG	PP-09
DATE	03/06/2020
PROJ	PROJ





9 PLAN



LEGEND:

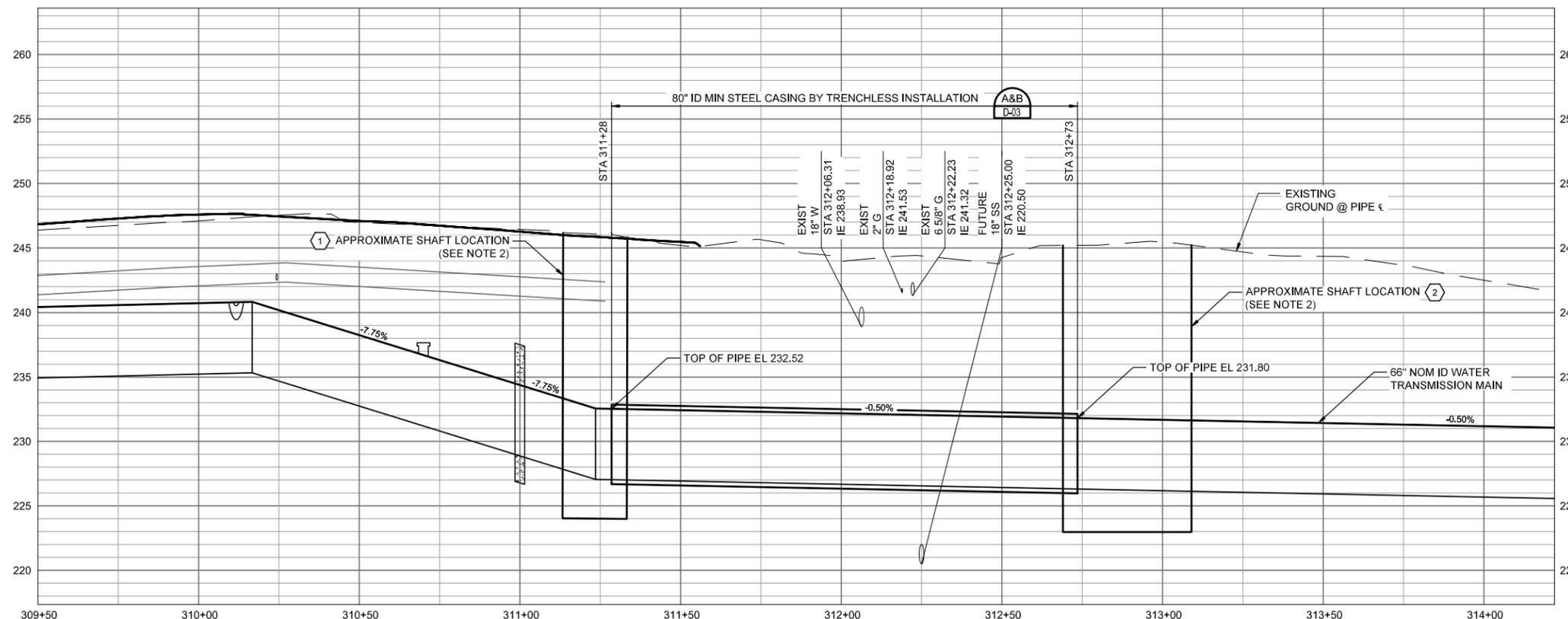
- SETTLEMENT MONITORING POINT
- UTILITY MONITORING POINT

NOTES:

1. CONTACT AND COORDINATE WITH UTILITY OWNER BEFORE CONSTRUCTING UTILITY MONITORING POINTS.
2. SHAFT LOCATION AND SIZE IS APPROXIMATE AND IS SHOWN FOR REFERENCE PURPOSES ONLY.

KEY NOTES:

1. LOCATE SHAFT BASED ON AVOIDANCE OF TREE CANOPY WHICH EXTENDS 38- FEET SOUTH OF BIGLEAF MAPLE TREE TRUNK PER PLM_1.2-MAPLE TREE EVALUATION.
2. LOCATE SHAFT BASED ON MAINTAINING A MINIMUM OF 2- FEET FROM EDGE OF SHAFT TO SW DAY ROAD ROW LINE AND BURIED COMMUNICATION LINES.
3. CONTACT AND COORDINATE WITH ARBORIST A MINIMUM OF 1 WEEK PRIOR TO CONSTRUCTION TO SUPERVISE TREE PROTECTION PRIOR TO AND DURING CONSTRUCTION. SEE CITY OF WILSONVILLE PUBLIC WORKS STANDARD DETAIL RD-1230 TREE PROTECTION FENCING ON SHEET EC-02.



9 PROFILE



KNOW WHAT'S BELOW. CALL BEFORE YOU DIG. 811
"LOOK UP AND LIVE"

DSGN	L. Erickson				
DR	R. Carpenter				
CHK	L. Erickson	4	03/20	DESIGN CLARIFICATION DC-04	
APVD	Y. Lang	NO.	DATE	REVISION	BY

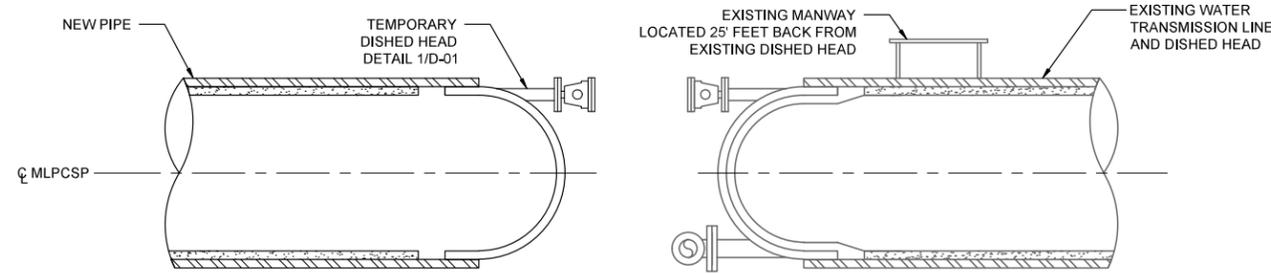
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



PLM_1.2
Water Transmission Line
Schedule B

CIVIL
DAY ROAD TRENCHLESS CROSSING
PLAN AND PROFILE
STA: 309+50 TO 314+50

SHEET	16B
DWG	PP-10
DATE	03/06/2020
PROJ	PROJ



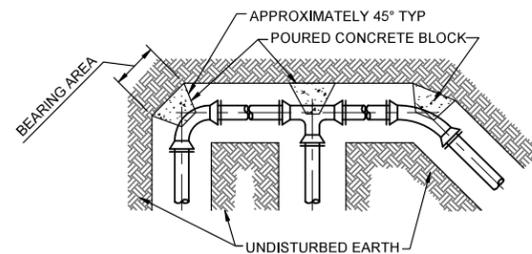
SECTION ARRANGEMENT FOR HYDROSTATIC TESTING

SECTION FINAL ARRANGEMENT

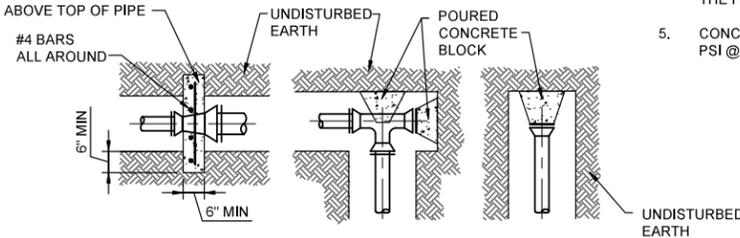
CONNECTION DETAIL

NOTES:

- AS PART OF PRESSURE TESTING PLAN PER SPECIFICATION 33 13 05, PROVIDE A WORKPLAN AND DESIGN FOR THE TEMPORARY DISHED HEAD, ASSOCIATED TESTING APPARATUS, AND CLOSURE SPOOL. DESIGN TO BE CONSISTENT WITH THE PROPOSED STEEL PIPE SHOP DRAWINGS. SITE FINAL LOCATION OF THE PERMANENT BLOW-OFF AT THE LOW POINT. PROVIDE FITTINGS AND TESTING APPARATUS AS NECESSARY TO FACILITATE THE WORK.
- AFTER WELDING, FIELD COAT AND FIELD LINE HOLDBACK AREA AT JOINTS PER DETAIL 1/SD-04.
- STEEL SPOOL PIECE PARAMETERS:
PER SPECIFICATION 40 20 13, STEEL PIPE (AWWA C200, MODIFIED)
MATCH PHYSICAL PARAMETERS OF PLM 3.0 PIPE.
OUTSIDE DIAMETER = 67.875"
STEEL CYLINDER WALL THICKNESS = 0.375"
CEMENT MORTAR LINED
POLYURETHANE COATED



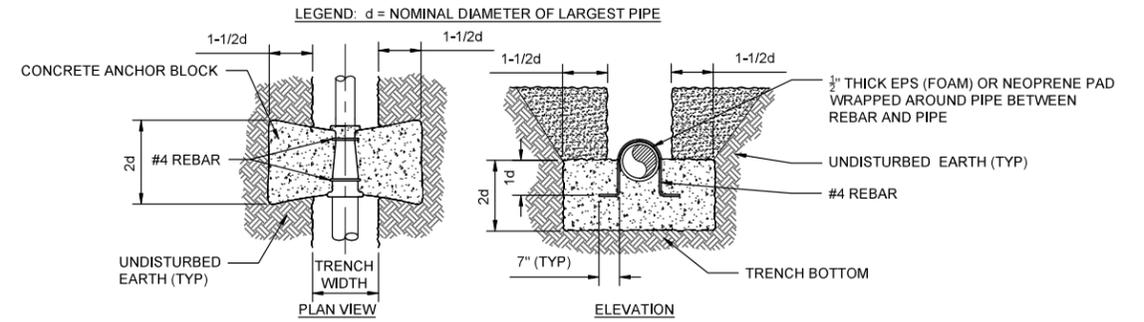
EXTEND THRUST BLOCK 12" BELOW TRENCH BOTTOM AND 6" ABOVE TOP OF PIPE



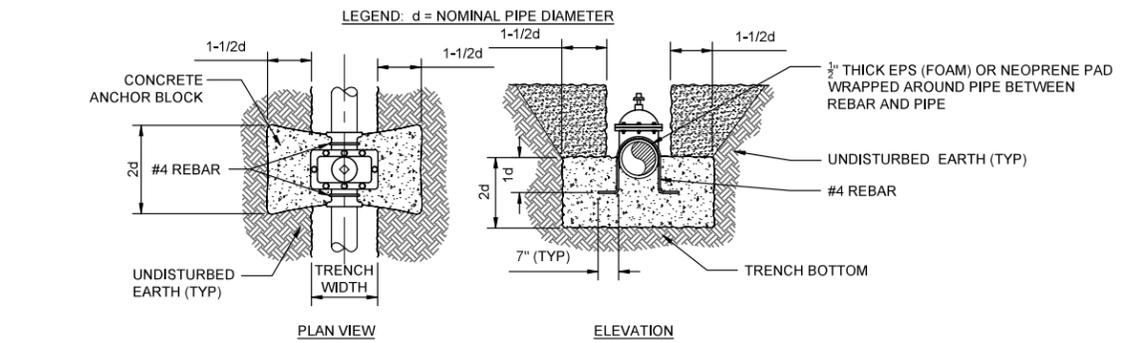
NOTES:

- WAX TAPE WRAP FITTINGS (LENGTH + 6" MIN OVERLAP), CONSTRUCT BLOCK SUCH THAT CONCRETE DOES NOT INTERFERE WITH THE ADJACENT PIPE JOINT.
- THE HEIGHT (h) OF THE BLOCK SHALL BE EQUAL TO OR LESS THAN 1/2 THE TOTAL DEPTH FROM FINISHED GRADE TO THE BOTTOM THE BLOCK BUT NOT LESS THAN THE PIPE DIAMETER.
- THE HORIZONTAL DIMENSION OF THE BEARING AREA SHALL BE BETWEEN 1 AND 2 TIMES THE VERTICAL DIMENSION.
- THRUST BLOCK ORIENTATION SHALL BE SUCH THAT THE CENTER OF THE FITTING CORRESPONDS WITH THE CENTER OF THE THRUST BLOCK.
- CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI @ 28 DAYS.

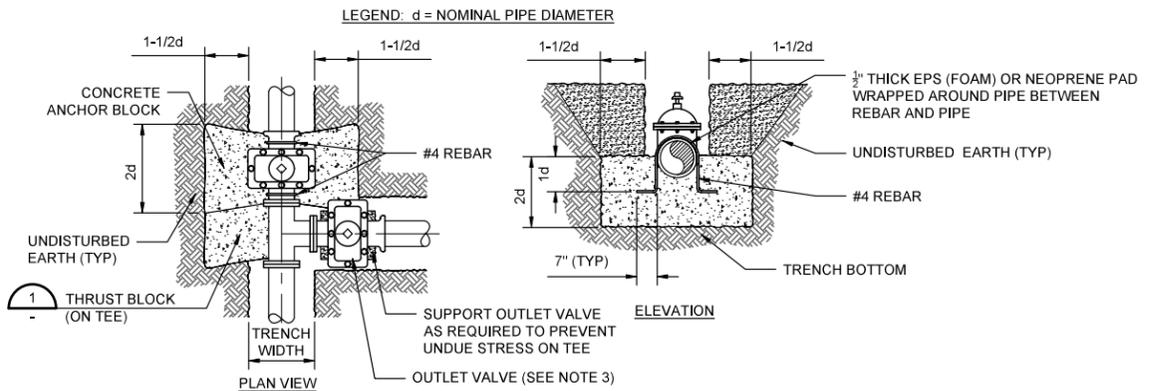
THRUST BLOCK



IN-LINE REDUCERS



IN-LINE VALVES



TEE VALVES

NOTES:

- ALL CONCRETE SHALL BE MIN 4000 PSI @ 28 DAYS COMPRESSIVE STRENGTH.
- EXPOSED REBAR TO BE COATED IN ACCORDANCE WITH THE SPECIFICATIONS. WRAP ALL VALVES WITH WAX TAPE WRAPPING (LENGTH + 6" MIN OVERLAP).
- WHEN PIPE IS INSTALLED BETWEEN TEE AND OUTLET VALVE AN ADDITIONAL CONCRETE ANCHOR BLOCK WILL BE REQUIRED ON THE OUTLET VALVE.

ANCHOR BLOCK FOR REDUCERS, GATE VALVES, AND BUTTERFLY VALVES



DSGN	D. Johnston					
DR	S. Kuhns					
CHK	A. Stevens	4	03/20			
APVD	E. Hadler	0	07/19			
		NO.	DATE	REVISION	BY	APVD

VERIFY SCALE
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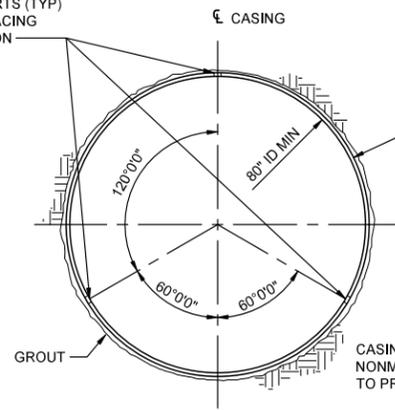


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Our Reliable Water

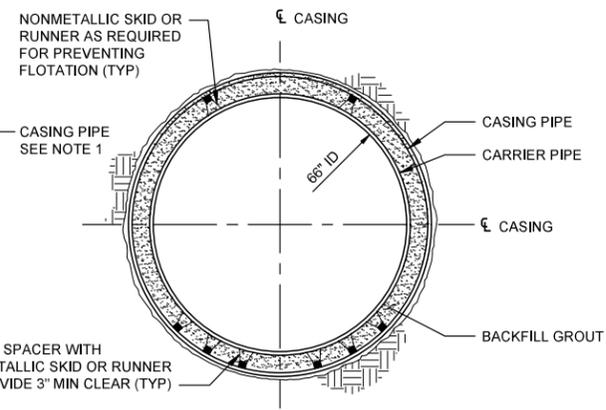
PLM_1.2
Water Transmission Line
Schedule B

PIPELINE DETAILS
PIPELINE DETAILS II

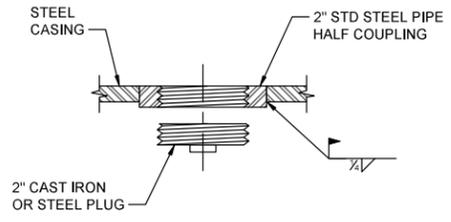
SHEET	18
DWG	D-02
DATE	03/06/2020
PROJ	PROJ



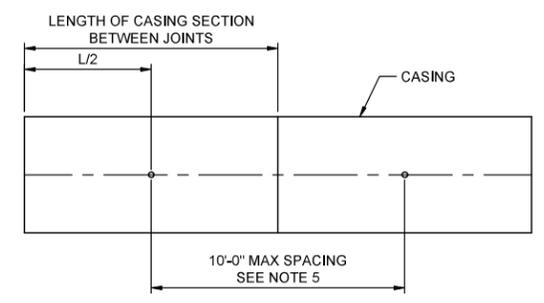
STEEL CASING SECTION
SCALE: NTS



STEEL CASING AND CARRIER PIPE SECTION
SCALE: NTS

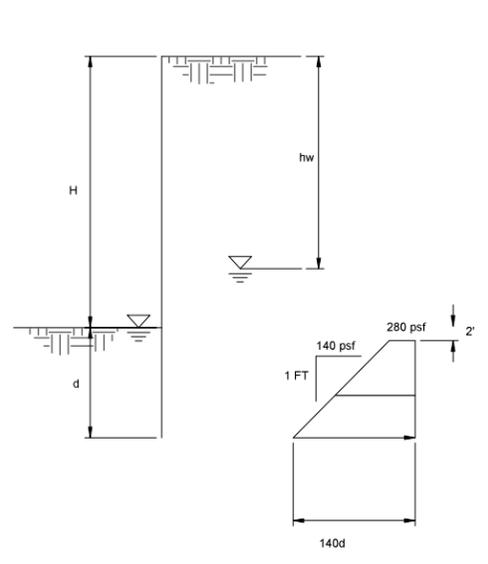


STEEL CASING GROUT PORT DETAIL
SCALE: NTS

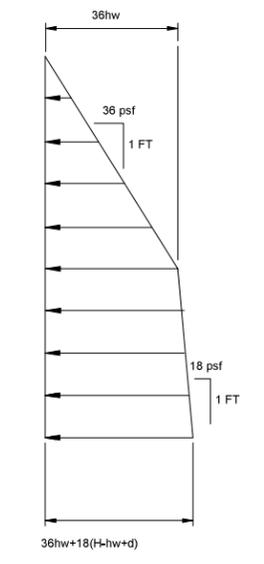


GROUT PORT SPACING DETAIL
SCALE: NTS

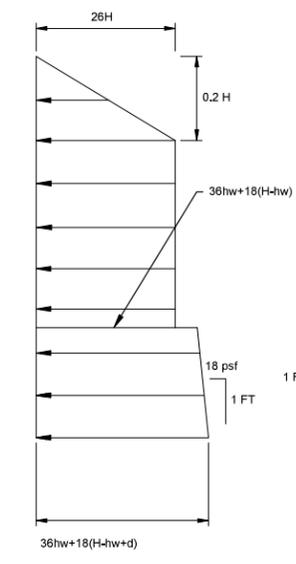
- NOTES:**
1. STEEL CASING SHALL HAVE A MINIMUM WALL THICKNESS OF 1/2".
 2. SEE SPECIFICATION 33 05 23.20 FOR STEEL CASING REQUIREMENTS.
 3. SEE SPECIFICATIONS 33 05 23.16 FOR STEEL CASING INSTALLATION USING TRENCHLESS CONSTRUCTION METHODS.
 4. MINIMUM ANNULAR CLEARANCE BETWEEN CASING AND CARRIER PIPE SHALL BE 3".
 5. PROVIDE ONE SET OF 3 GROUT PORTS PER CASING SECTION OR 10' ON CENTER WHICHEVER RESULTS IN A CLOSER SPACING.
 6. CONTACT GROUT ANNULAR SPACE OUTSIDE CASING PER REQUIREMENTS IN SPECIFICATION 33 05 23.16.



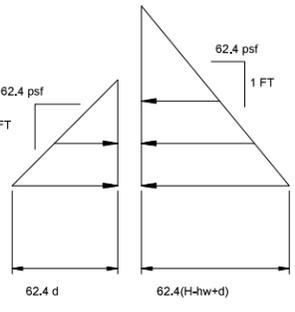
PASSIVE PRESSURE



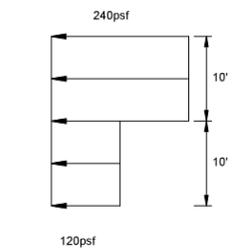
ACTIVE EARTH PRESSURE FOR CANTILEVER WALLS (NOTE 2)



APPARENT EARTH PRESSURE FOR BRACED WALLS (NOTE 2)



HYDROSTATIC PRESSURE



MINIMUM SURCHARGE PRESSURE

- NOTES:**
1. THE ACTIVE AND APPARENT EARTH PRESSURES ARE THE MINIMUM TO BE USED FOR DESIGN OF THE TRENCHLESS CROSSING ENTRY AND EXIT SHAFT EXCAVATION SUPPORT SYSTEMS. THE LOADS DO NOT INCLUDE ANY FACTOR OF SAFETY THAT MUST BE APPLIED IN THE EXCAVATION SUPPORT SYSTEM DESIGN. CONTRACTOR IS RESPONSIBLE FOR EVALUATING ACTUAL LOADS, BUT IN NO CASE SHALL BE LESS THEN THAT SHOWN.
 2. DEPENDING ON SUPPORT OF EXCAVATION DESIGN, USE EITHER ACTIVE PRESSURE OR APPARENT PRESSURE. USING BOTH SIMULTANEOUSLY IS NOT REQUIRED.
 3. THE TEMPORARY SURCHARGE LOAD SHOWN IS BASED ON A 20' WIDE STRIP LOAD OF 600 PSF FROM THE EDGE OF SHORING. IF CONTRACTOR SURCHARGE IS HIGHER, LOADING MUST BE INCREASED.

- LEGEND:**
- H HEIGHT OF EXCAVATION (TEMPORARY) IN FEET
 - hw DISTANCE FROM GROUND SURFACE TO WATER LEVEL
 - d DEPTH OF EMBEDMENT

LATERAL EARTH PRESSURES FOR TEMPORARY EXCAVATION SHORING
SCALE: NOT TO SCALE



KNOW WHAT'S BELOW. CALL BEFORE YOU DIG. 811 "LOOK UP AND LIVE"

DSGN	L. Erickson				
DR	R. Carpenter				
CHK	L. Erickson	4	03/20		
		3	12/19		
APVD	Y. Lang				
		NO.	DATE	REVISION	BY

VERIFY SCALE
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0 1"
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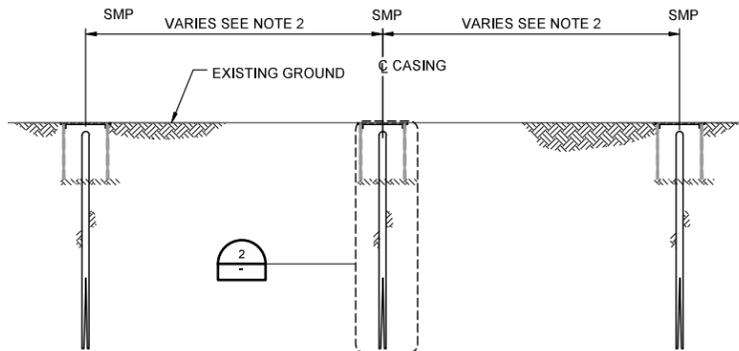
PLM_1.2
Water Transmission Line
Schedule B

CIVIL
PIPELINE DETAILS III

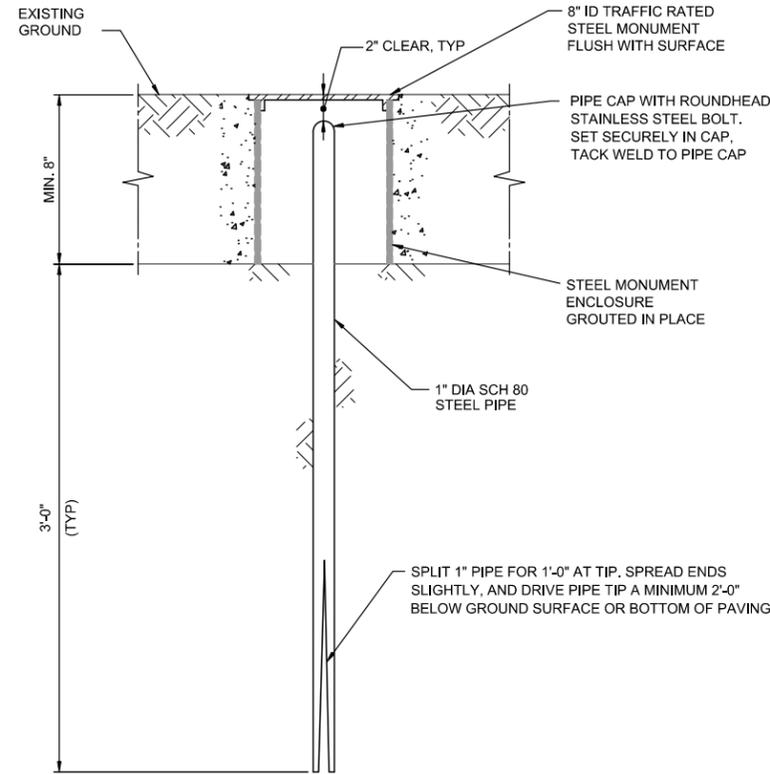
SHEET	18A
DWG	D-03
DATE	03/06/2020
PROJ	PROJ

NOTES:

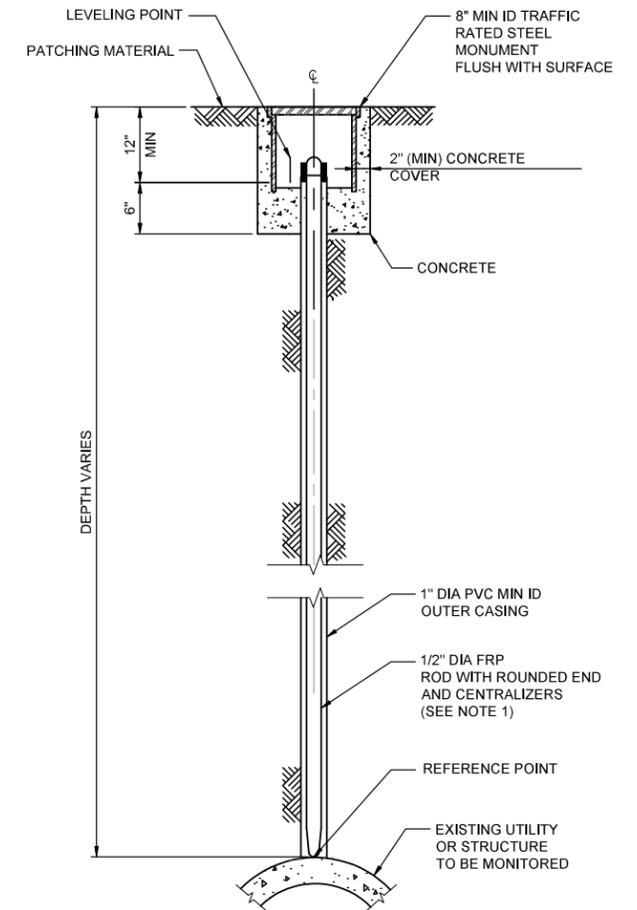
1. INSTRUMENTATION INSTALLATION METHODS, EQUIPMENT, MATERIALS, TIMING, TOLERANCES AND INSTRUMENTATION MONITORING, AND THE REPORTING RESULTS SHALL COMPLY WITH THE REQUIREMENTS OF SPECIFICATION 31 09 00.
2. SPACING OF SETTLEMENT MONITORING POINTS IS SHOWN ON DWG PP-10. ADJUST INSTRUMENT AND MONITORING LOCATIONS AS APPROVED OR DIRECTED BY THE OWNER'S REPRESENTATIVE TO AVOID EXISTING UTILITIES AND MINIMIZE CONFLICTS WITH CONSTRUCTION OPERATIONS.
3. PRIOR TO CONSTRUCTION, OBTAIN PERMITS AND COMPLY WITH REQUIREMENTS OF THE AGENCIES, OWNERS, UTILITIES, AND OTHER ENTITIES WITH JURISDICTION OVER ACCESS AND INSTALLATION OF THE INSTRUMENTATION.



SETTLEMENT MONITORING POINT ARRAY DETAIL
SCALE: NTS



SETTLEMENT MONITORING POINT (SMP) WITH SURFACE MONUMENT
SCALE: NTS



NOTES:

1. ROD WITH STABILIZERS NOT REQUIRED FOR GAS LINE UTILITY MONITORING POINT.

UTILITY MONITORING POINT
SCALE: NTS



KNOW WHAT'S BELOW. CALL BEFORE YOU DIG. 811
"LOOK UP AND LIVE"

DSGN	L. Erickson						
DR	R. Carpenter						
CHK	L. Erickson	4	03/20	DESIGN CHANGE DC-04			
APVD	Y. Lang	NO.	DATE	REVISION	BY	APVD	

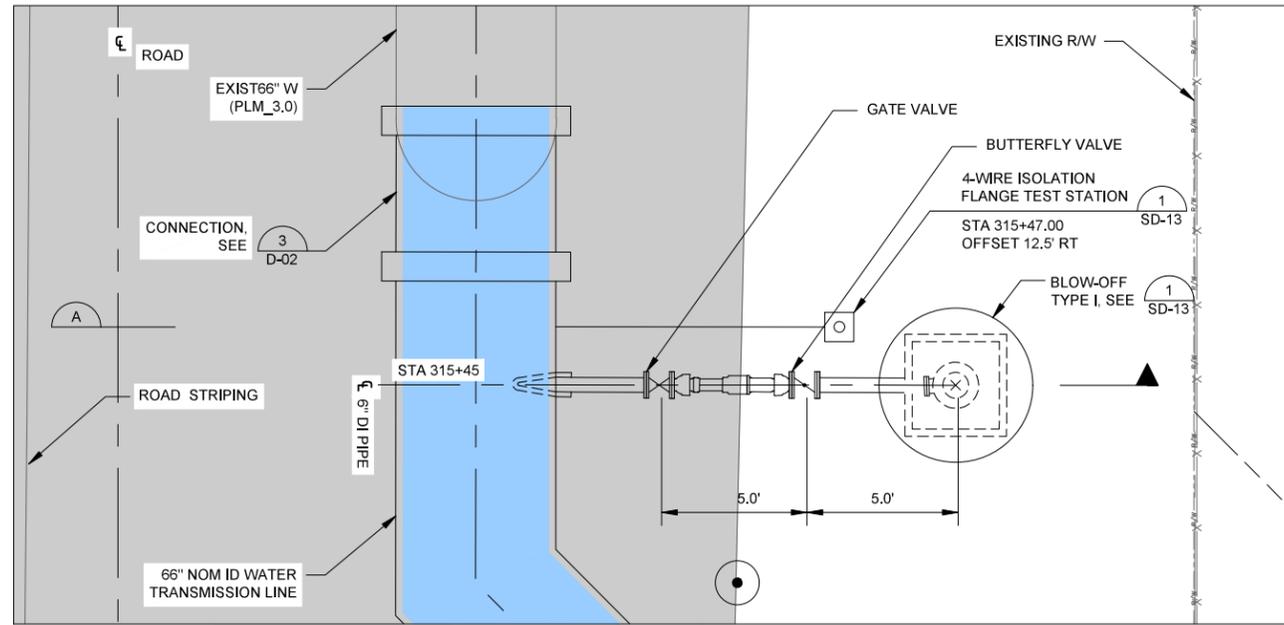
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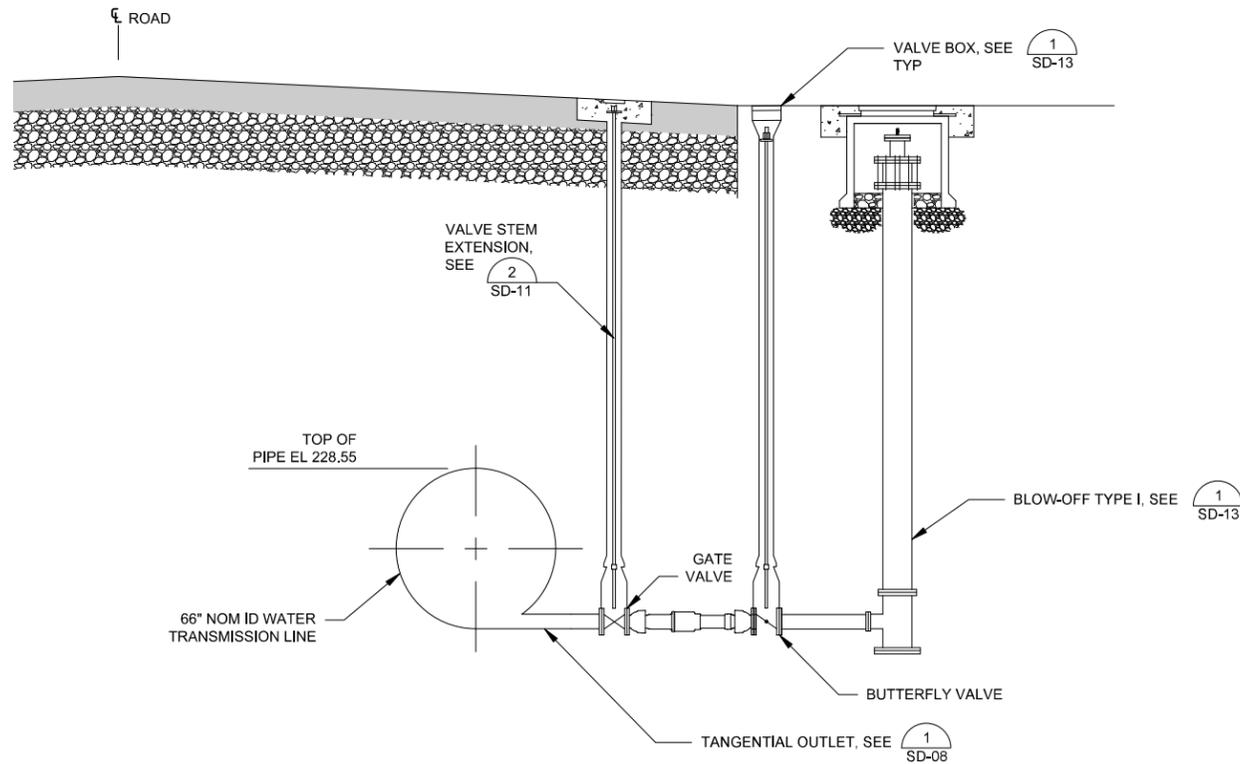
PLM_1.2
Water Transmission Line
Schedule B

CIVIL
PIPELINE DETAILS IV

SHEET	18B
DWG	D-04
DATE	03/06/2020
PROJ	PROJ



1 PLAN - STA 315+45.00
PP-09



A SECTION
SCALE: 1" = 3'-0"



DSGN	D. Applegate				
DR	S. Kuhns				
CHK	A. Stevens	4	03/20		
APVD	E. Hadler	0	07/19		
		NO.	DATE	REVISION	BY APVD

DESIGN CLARIFICATION DC-04
CONFORMED CONSTRUCTION DRAWINGS

VERIFY SCALE
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Our Reliable Water

PLM_1.2
Water Transmission Line
Schedule B

CIVIL
BLOW OFF AND AIR VALVE ASSEMBLY
PLANS AND SECTION II

SHEET	19A
DWG	SP-02
DATE	03/06/2020
PROJ	PROJ

GENERAL NOTES

1. ALL MATERIALS AND INSTALLATION METHODS SHALL BE IN ACCORDANCE WITH THESE DRAWINGS AND TECHNICAL SPECIFICATIONS.
2. UNLESS OTHERWISE NOTED DRAWINGS ARE NOT SHOWN TO SCALE.
3. CORROSION TEST STATIONS:
 - A. INSTALL TEST STATION BOXES AS SHOWN IN THE PLANS AND PERPENDICULAR TO THE TEST WIRE CONNECTION POINT. TEST STATION LOCATIONS MAY BE MOVED ±5' FROM THE STATIONS SHOWN TO AVOID DRIVEWAYS OR INTERFERENCE WITH OTHER STRUCTURES. COORDINATE INSTALLATION OF TEST STATION CONDUIT WITH POSTS AND OTHER FIXTURES TO AVOID DAMAGE TO CONDUIT. INSTALL TEST STATION BOXES A MINIMUM OF 4' FROM EOP OR BOC.
 - B. PROVIDE 24" SLACK WIRE AT WELD TO PIPE AND COILED IN TEST BOX.
 - C. INSTALL REINFORCED CONCRETE PAD (24" SQ. x 6" THICK) AROUND TEST BOXES IN UNPAVED AREAS. USE No. 4 REBAR. SEE 
 - D. IDENTIFY TEST LEADS WITH HEAT SHRINK SLEEVE.
 - E. WIRE SIZE, INSULATION, AND COLORS SCHEDULE
 - PROJECT PIPE LEADS = No.8 AWG STRANDED THWN BLK (FOR 2-WIRE AND UP STATION WIRES OF 4-WIRE TEST STATION)
 - PROJECT PIPE LEADS = No.8 AWG STRANDED THWN BLUE (DOWN STATION WIRES OF 4-WIRE TEST STATION)
 - CASING LEADS - No.8 AWG STRANDED THWN WHITE
 - ANODE LEAD - No.12 AWG STRANDED THWN RED
 - REFERENCE ELECTRODE - No. 14 AWG RHH-RHW YELLOW
 - COUPON WIRES - No. 12 AWG THHN-THWN GREEN
 - BOND WIRE - No.4 AWG STRANDED HMWPE
 - INSULATING JOINT - NO.8 AWG THWN BLUE (FOR UNPROTECTED) BLACK (PROTECTED)
 - FOREIGN PIPELINE - NO.8 AWG THWN PURPLE
 - COUPON WIRE - NO.12 AWG-THWN GREEN
 - REFERENCE ELECTRODE WIRE - NO.14 RHH-RHW YELLOW
 - **PHASE TAPING OF WIRES FOR COLOR CODING IS NOT ALLOWED.
 - F. PLACE ALL WIRE RUNS IN SCH 80 PVC CONDUIT WITH SOLVENT WELDED JOINTS @ A MIN OF 3 FEET BELOW FINISHED GRADE. ENCASE IN RED CONCRETE WITH MINIMUM 3" CLEARANCE. CONDUIT AND WIRES NOT SHOWN IN ALL DETAILS FOR CLARITY.
4. ANODE INSTALLATION NOTES:
 - A. INSTALL ANODES ACCORDING TO THE PLANS AND SPECIFICATIONS.
 - B. INSTALL PLASTIC WARNING TAPE ALONG ENTIRE HORIZONTAL RUN OF WIRES. USE 6" WIDE 4 MIL THICK INERT PLASTIC TAPE PRINTED WITH "CAUTION CATHODIC PROTECTION CABLE BELOW."
 - C. PLACE ALL HORIZONTAL AND VERTICAL WIRE RUNS IN SCH 80 PVC CONDUIT WITH SOLVENT WELDED JOINTS @ A MIN OF 3 FEET BELOW FINISHED GRADE. ENCASE IN RED CONCRETE WITH MINIMUM 3" CLEARANCE. CONDUIT NOT SHOWN IN ALL DETAILS FOR CLARITY.
 - D. NUMBER OF ANODES AND TYPE VARIES. ANODES MAY BE INSTALLED ON EITHER SIDE OF THE PIPE MINIMUM 2' AND MAXIMUM 5' FROM PIPE. DO NOT EXCEED THE BOUNDS OF TVWD RIGHT-OF-WAY.
 - E. BACKFILL ANODES WITH CLEAN NATIVE SOIL IN 6-INCH LIFTS. BACKFILL SHALL BE SCREENED AND FREE OF ROCKS LARGER THAN 2 INCHES IN DIAMETER.
 - F. AT CASINGS PLACE ANODES ADJACENT TO NON-ENCASED CARRIER PIPE.
5. BURIED MECHANICAL JOINTS, I.E., VALVES, FLANGES OR COUPLINGS, EXCEPT INSULATING FLANGES, MUST BE BONDED PER DETAILS THIS SET AND WAX TAPED. PER AWWA C217 AND SPECIFICATION.
6. NO WIRE OR CABLE SPLICES ARE PERMITTED.
7. WIRE CONNECTIONS TO PIPE SHALL BE MADE BY THE EXOTHERMIC WELD OR PIN BRAZING PROCESS. ATTACH 1 WIRE PER ATTACHMENT POINT. ALL WELDS MUST BE SEPARATED BY 6" MINIMUM. SEE DETAIL 
8. COORDINATE AND OBTAIN APPROVAL FROM THE OWNER FOR FOREIGN PIPELINE WIRE ATTACHMENT PRIOR TO INSTALLING FOREIGN TEST STATIONS.
9. CONTRACTOR SHALL DOCUMENT ALL CHANGES FROM THESE DRAWINGS AND SUBMIT "AS-BUILT" DRAWINGS TO THE OWNERS REPRESENTATIVE PRIOR TO COMPLETION OF WORK.

ABBREVIATIONS:

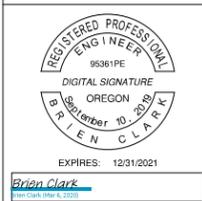
#	NUMBER
AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY TRANSPORTATION OFFICIALS
BLK	BLACK
BLU	BLUE
BOC	BACK OF CURB
BOV	BLOWOFF VALVE
CARV	COMBINATION AIR RELEASE VALVE
cm	CENTIMETER
CML&TW	CEMENT-MORTAR LINE AND TAPE WRAPPED
CP	CATHODIC PROTECTION
CTS	CORROSION TEST STATION
Cu	COPPER
DW	DOMESTIC WATER
EOP	EDGE OF PAVEMENT
ELEC	ELECTRICAL
EXIST	EXISTING
Fe	IRON
HMWPE	HIGH MOLECULAR WEIGHT POLYETHYLENE
IJ	ISOLATION JOINT
INSUL	INSULATING
LP	LIGHT POLE
Mg	MAGNESIUM
Mn	MANGANESE
MOV	MOTOR OPERATED VALVE
Ni	NICKEL
No	NUMBER
PE	POLYETHYLENE ENCASEMENT
PLCS	PLACES
PB	PULLBOX
PW	POTABLE WATER
QTY.	QUANTITY
RECT	RECTANGULAR
REQ	REQUIRED
RHH-RHW	RUBBER INSULATED HIGH HEAT, AND RUBBER INSULATED HEAT AND WATER RESISTANT
RT	RIGHT
RW	RECYCLED WATER
SPECS	SPECIFICATIONS
SQ.	SQUARE
STA	STATION
STRD	STRANDED
THWN	THERMOPLASTIC HEAT AND WATER RESISTANT NYLON COATED
T.O.P	TOP OF PIPE
VAR	VARIOUS
VV	VALVE VAULT
YLW	YELLOW

STATION	OFFSET	DRAWING	TYPE OF TEST STATION	CP DETAIL/ SHEET	BRASS CAP DETAIL/ SHEET	NO. ANODES	COUPON
280+05	21.0' RT	PP-02	2-WIRE TEST STATION	1/CP-02	1/SD-10	-	X
281+33	24.0' RT	PP-02	4-WIRE ISOLATION FLANGE TEST STATION	4/CP/02	1/SD-10	-	X
285+00	16.5' RT	PP-03	2-WIRE TEST STATION WITH ANODE BED	2/CP-02	1/SD-10	3	X
290+25	16.5' RT	PP-04	2-WIRE TEST STATION WITH ANODE BED	2/CP-02	1/SD-10	3	X
295+50	16.5' RT	PP-05	2-WIRE TEST STATION WITH ANODE BED	2/CP-02	1/SD-10	3	X
298+25	16.5' RT	PP-06	4-WIRE LINE CURRENT TEST STATION	3/CP-02	1/SD-10	-	X
300+75	16.5' RT	PP-06	2-WIRE TEST STATION WITH ANODE BED	2/CP-02	1/SD-10	3	X
306+00	16.5' RT	PP-07	2-WIRE TEST STATION WITH ANODE BED	2/CP-02	1/SD-10	3	X
310+15	16.5' RT	PP-08	4-WIRE ISOLATION FLANGE TEST STATION	4/CP-02	1/SD-10	-	X
311+29	10.0' RT	PP-08	CASING TEST STATION	7/CP-02	1/SD-10	2	X
312+70	10.0' RT	PP-08	CASING TEST STATION	7/CP-02	1/SD-10	2	X
315+47	12.5' RT	PP-09	4-WIRE ISOLATION FLANGE	4/CP-02	1/SD-10	-	X

CATHODIC PROTECTION GENERAL NOTES

CATHODIC PROTECTION ABBREVIATIONS

CATHODIC PROTECTION EQUIPMENT INSTALLATION SCHEDULE



KNOW WHAT'S BELOW. CALL BEFORE YOU DIG. 811
"LOOK UP AND LIVE"

DSGN	B. Clark				
DR	S. Kuhns				
CHK	A. Stevens	4	03/20		
		0	07/19		
APVD	E. Hadler	NO.	DATE	REVISION	BY

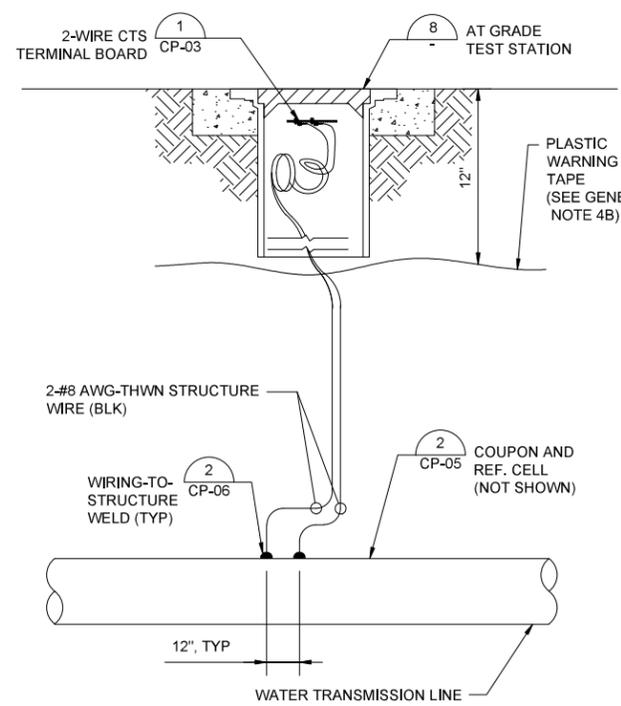
VERIFY SCALE
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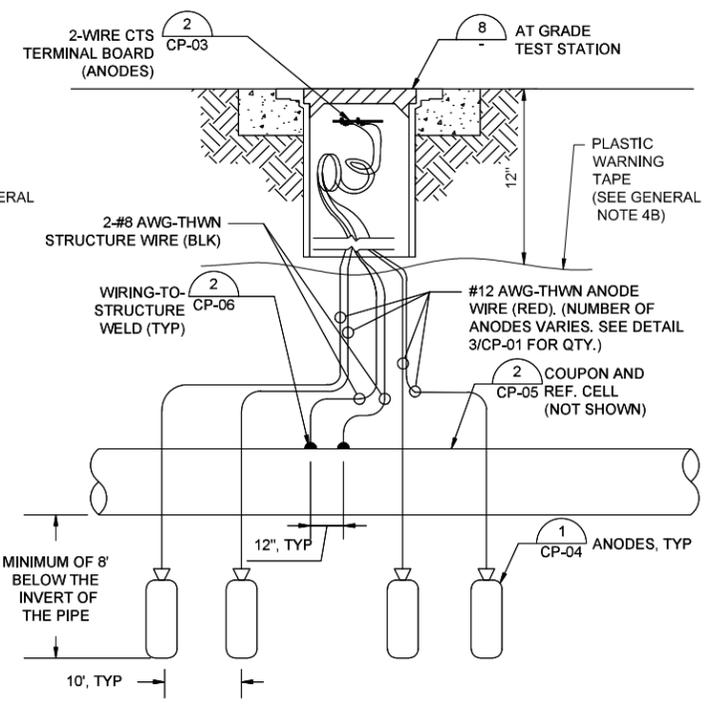
PLM_1.2
Water Transmission Line
Schedule B

CATHODIC PROTECTION
CATHODIC PROTECTION GENERAL NOTES,
ABBREVIATIONS, AND SCHEDULE

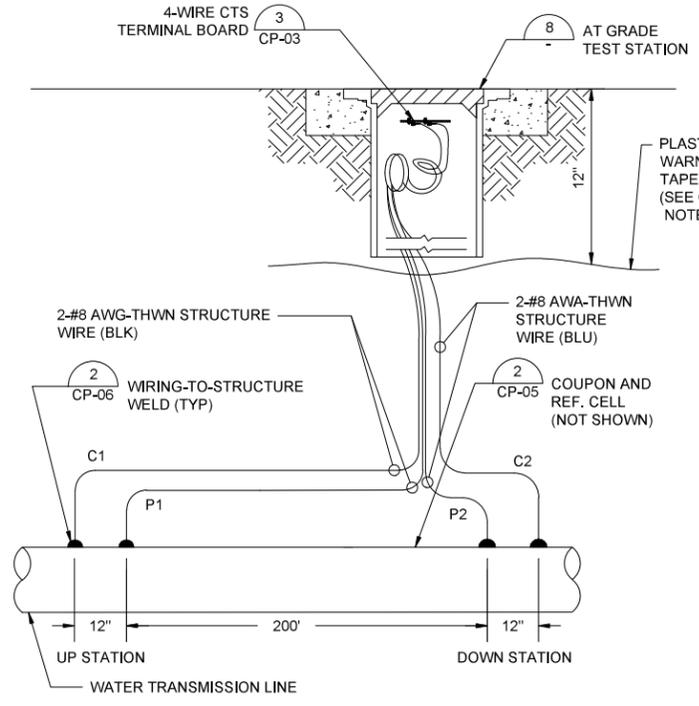
SHEET	20
DWG	CP-01
DATE	03/06/2020
PROJ	PROJ



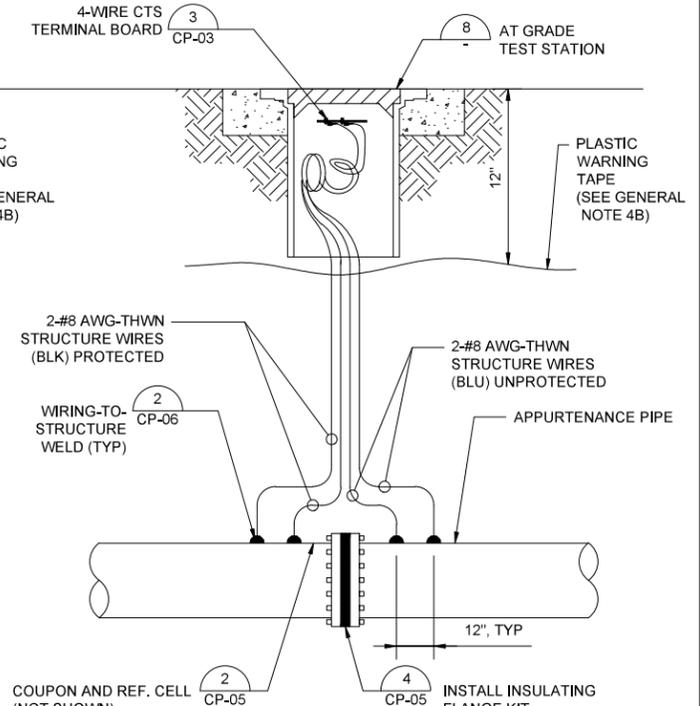
2-WIRE AT GRADE TEST STATION NTS



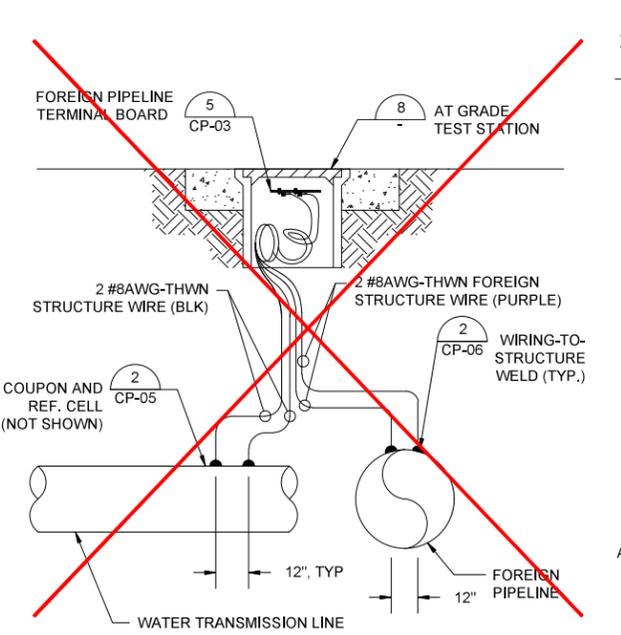
2-WIRE AT GRADE TEST STATION WITH ANODE BED NTS



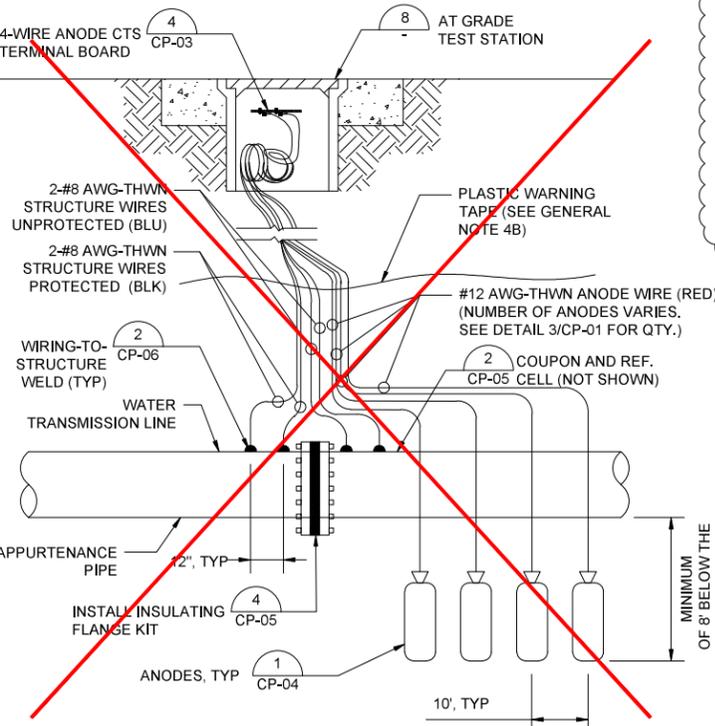
4-WIRE LINE CURRENT TEST STATION NTS



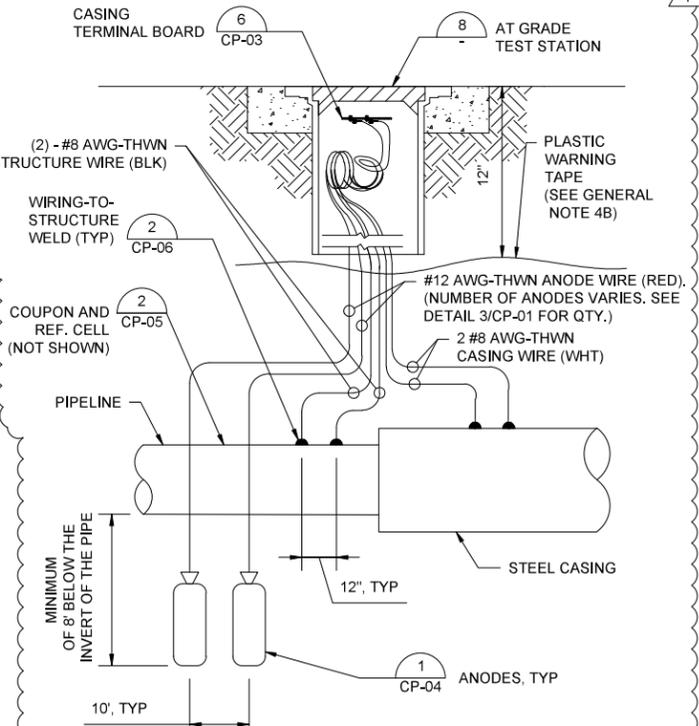
4-WIRE ISOLATION FLANGE TEST STATION NTS



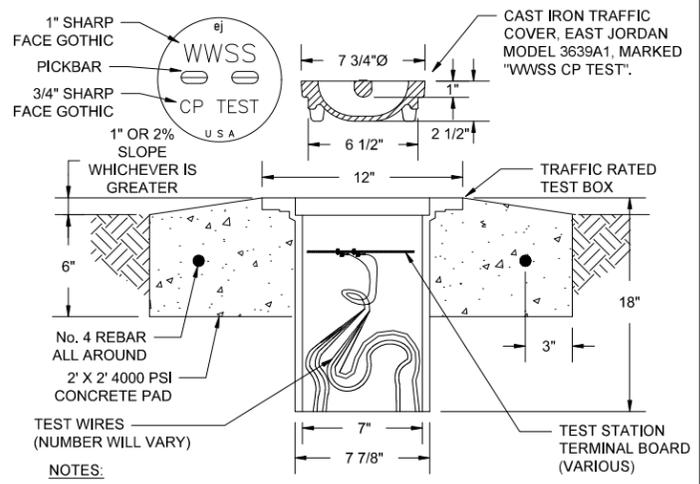
FOREIGN PIPELINE TEST STATION NTS



4-WIRE ISOLATION FLANGE TEST STATION WITH ANODE BED NTS



CASING TEST STATION NTS



- NOTES:**
- 18" STEEL BODY, BLACK, TRAFFIC RATED IN ACCORDANCE WITH AASHTO H-20. EAST JORDAN IRON WORKS MODEL 3639Z1, OR EQUAL.
 - ALL WIRES SHALL HAVE ENOUGH SLACK TO ALLOW TERMINAL BOARD TO BE REMOVED 24" FROM THE OPENING OF BOX.
 - BOTTOM OF TEST BOX SHALL BE NATIVE SOIL. DO NOT PLACE ROCK, GRAVEL OR SAND IN TEST BOX.
 - TEST BOX TO BE FIELD LOCATED ±5' FROM STATIONING GIVEN ON DRAWINGS. DO NOT INSTALL TEST STATION IN TRAFFIC LANES OR PARKING STALLS.
 - WRAP ENTIRE EXTERIOR OF STEEL BODY WITH POLYETHYLENE TAPE PRIOR TO CASTING CONCRETE PAD. POLYKEN #930, OR EQUAL.
 - PROVIDE SUFFICIENT SLOPING IN THE CONCRETE PAD OR SURROUNDING PAVEMENT TO PROVIDE DRAINAGE AWAY FROM TEST BOX.

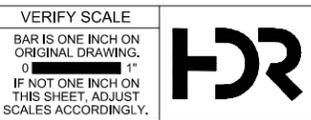
AT GRADE TEST STATION NTS



KNOW WHAT'S BELOW. CALL BEFORE YOU DIG. 811 "LOOK UP AND LIVE"

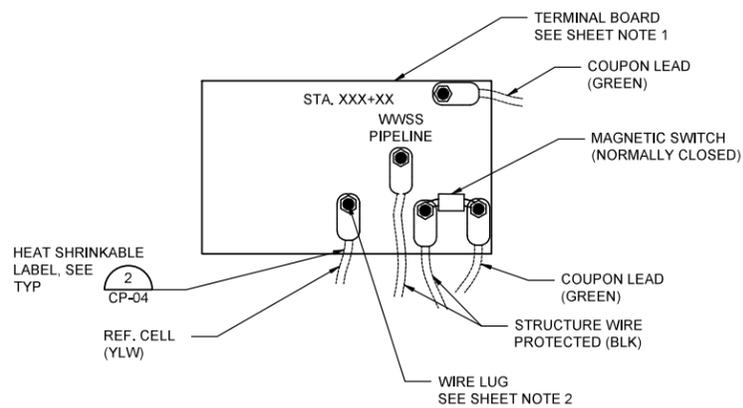
DSGN	B. Clark				
DR	S. Kuhns	4	03/20	DESIGN CLARIFICATION DC-04	
CHK	A. Stevens	3	02/20	DESIGN CLARIFICATION DC-03	
APVD	E. Hadler	0	07/19	CONFORMED CONSTRUCTION DRAWINGS	
		NO.	DATE	REVISION	BY

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	

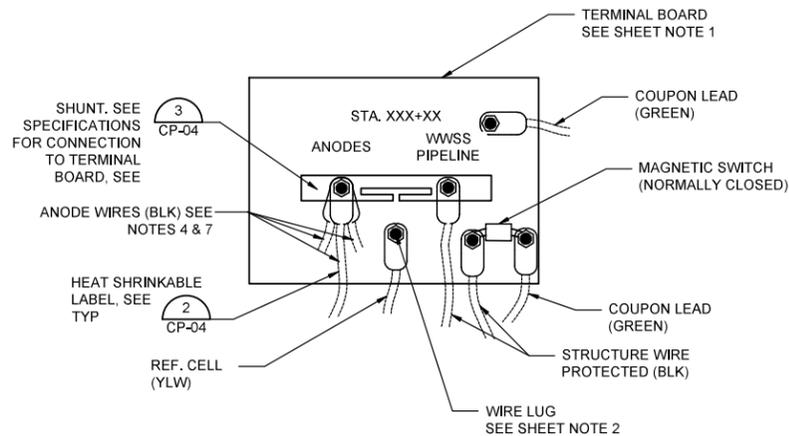


PLM_1.2
Water Transmission Line
Schedule B

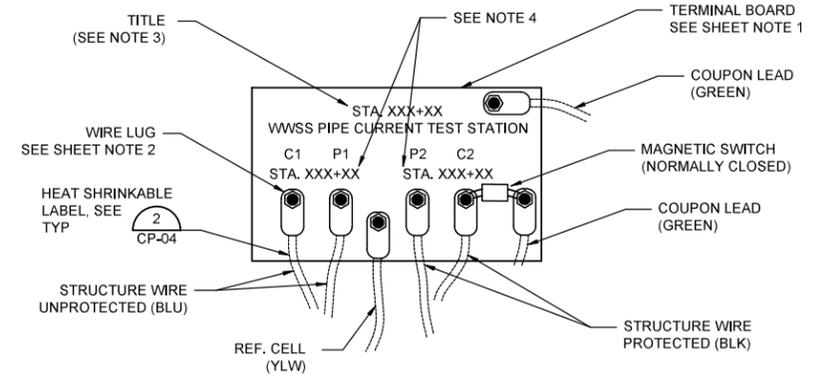
CATHODIC PROTECTION	SHEET 21
CATHODIC PROTECTION DETAILS I	DWG CP-02
	DATE 03/06/2020
	PROJ PROJ



2-WIRE TERMINAL BOARD
NTS



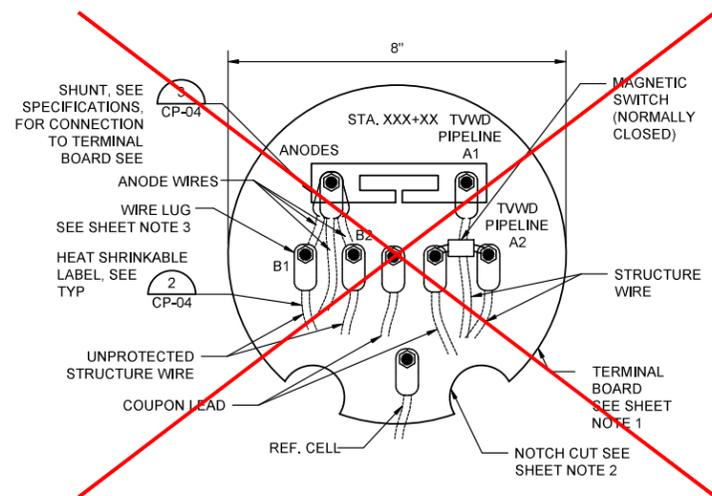
2-WIRE TERMINAL BOARD WITH ANODES
NTS



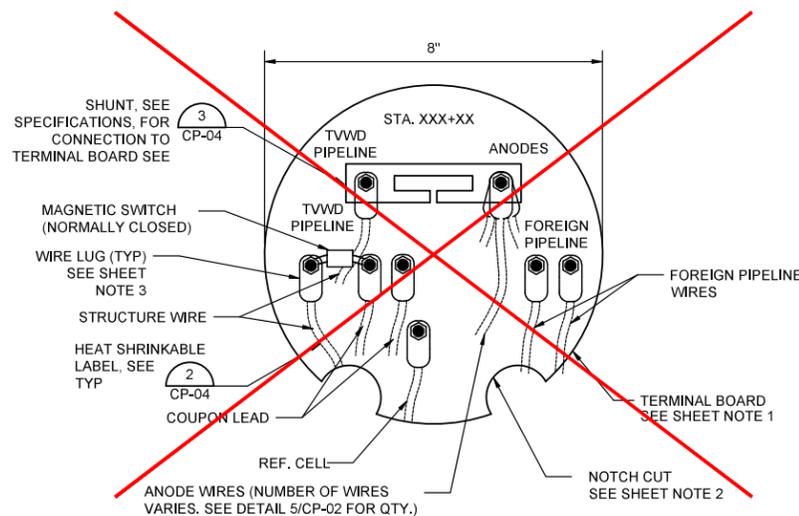
NOTES:

- 4-WIRE LINE CURRENT TEST STATION: CONNECT COUPON TO DOWN STATION (LOCAL) WIRE.
- 4-WIRE ISOLATION TEST STATION: CONNECT COUPON TO PROTECTED SIDE OF IJ.
- AT LINE CURRENT TEST STATION TITLE "CURRENT TEST STATION" AS SHOWN. AT ISOLATION TEST STATION TITLE "ISOLATION TEST STATION" INSTEAD.
- DUAL STA ONLY APPLIES TO LINE CURRENT TEST STATION. STATIONING IS BASED ON THE PIPE STATION WHERE THE WIRES ARE ATTACHED TO THE PIPE.

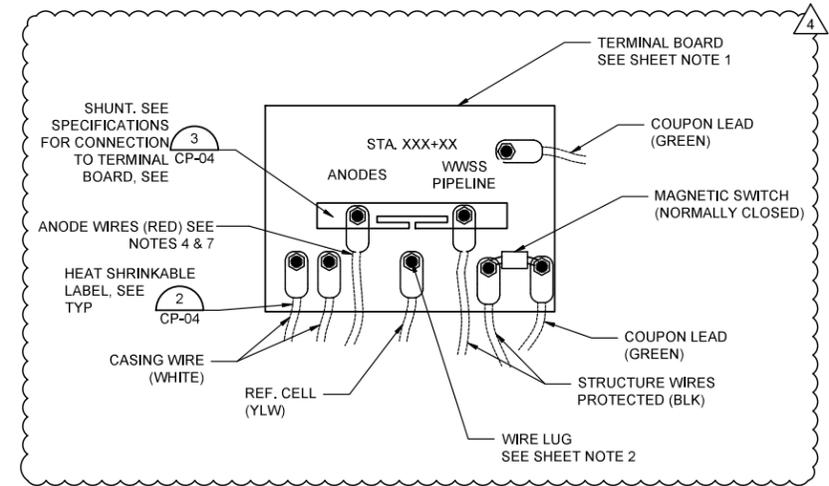
4-WIRE TERMINAL BOARD
NTS



4-WIRE ISOLATION/ANODE TERMINAL BOARD
NTS



FOREIGN PIPELINE TERMINAL BOARD WITH ANODES
NTS



CASING TERMINAL BOARD WITH ANODES
NTS

SHEET NOTES:

- PHENOLIC TERMINAL BOARD, 1/4" THICK, 6" x 3.5" MAX. TO FIT AT GRADE TEST STATION.
- SOLDERLESS WIRE LUG, ILSCO CP-4 OR EQUAL
- USE THE APPROPRIATE TERMINAL BOARD AT EACH TEST STATION AS SPECIFIED IN THE PLAN SHEETS.
- INSTALL ANODES ON UNDERSIDE OF TERMINAL BOARD
- NO STEEL OR STAINLESS STEEL SUBCOMPONENTS
- ALL LETTERING TO BE ENGRAVED ON TERMINAL BOARD
- NUMBER OF ANODES WILL VARY PER LOCATION, SEE SHEET CP-01.



KNOW WHAT'S BELOW. CALL BEFORE YOU DIG. 811
"LOOK UP AND LIVE"

NO.	DATE	REVISION	BY	APVD
4	03/20	DESIGN CLARIFICATION DC-04	B. Clark	
3	02/20	DESIGN CLARIFICATION DC-03	S. Kuhns	
0	07/19	CONFORMED CONSTRUCTION DRAWINGS	A. Stevens	
			E. Hadler	

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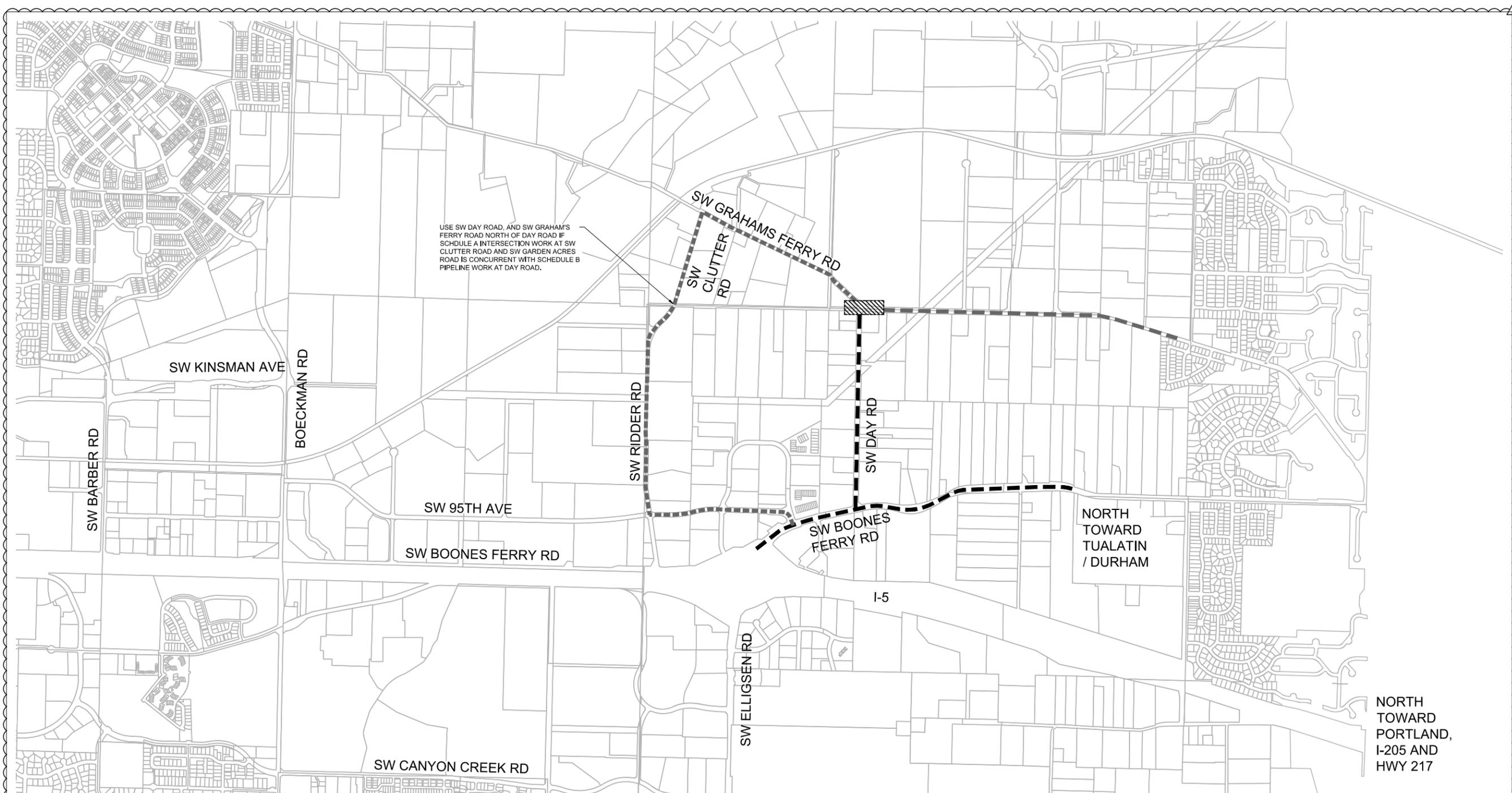


Willamette Water Supply
Our Reliable Water

PLM_1.2
Water Transmission Line
Schedule B

CATHODIC PROTECTION
CATHODIC PROTECTION
DETAILS II

SHEET	22
DWG	CP-03
DATE	03/06/2020
PROJ	PROJ



USE SW DAY ROAD, AND SW GRAHAM'S FERRY ROAD NORTH OF DAY ROAD IF SCHEDULE A INTERSECTION WORK AT SW CLUTTER ROAD AND SW GARDEN ACRES ROAD IS CONCURRENT WITH SCHEDULE B PIPELINE WORK AT DAY ROAD.

TEMPORARY TRAFFIC CONTROL LEGEND:

AREA UNDER CONSTRUCTION, SEE SHEET TC-03 FOR TCP

HAUL ROUTE LEGEND:

PRIMARY HAUL ROUTE
 SECONDARY HAUL ROUTE



KNOW WHAT'S BELOW. CALL BEFORE YOU DIG. **811**
 "LOOK UP AND LIVE"

DSGN	P. Hay				
DR	M. Sennewald				
CHK	B. LeBlanc	4	03/20	DESIGN CLARIFICATION DC-04	
APVD	E. Hadler	NO.	DATE	REVISION	BY

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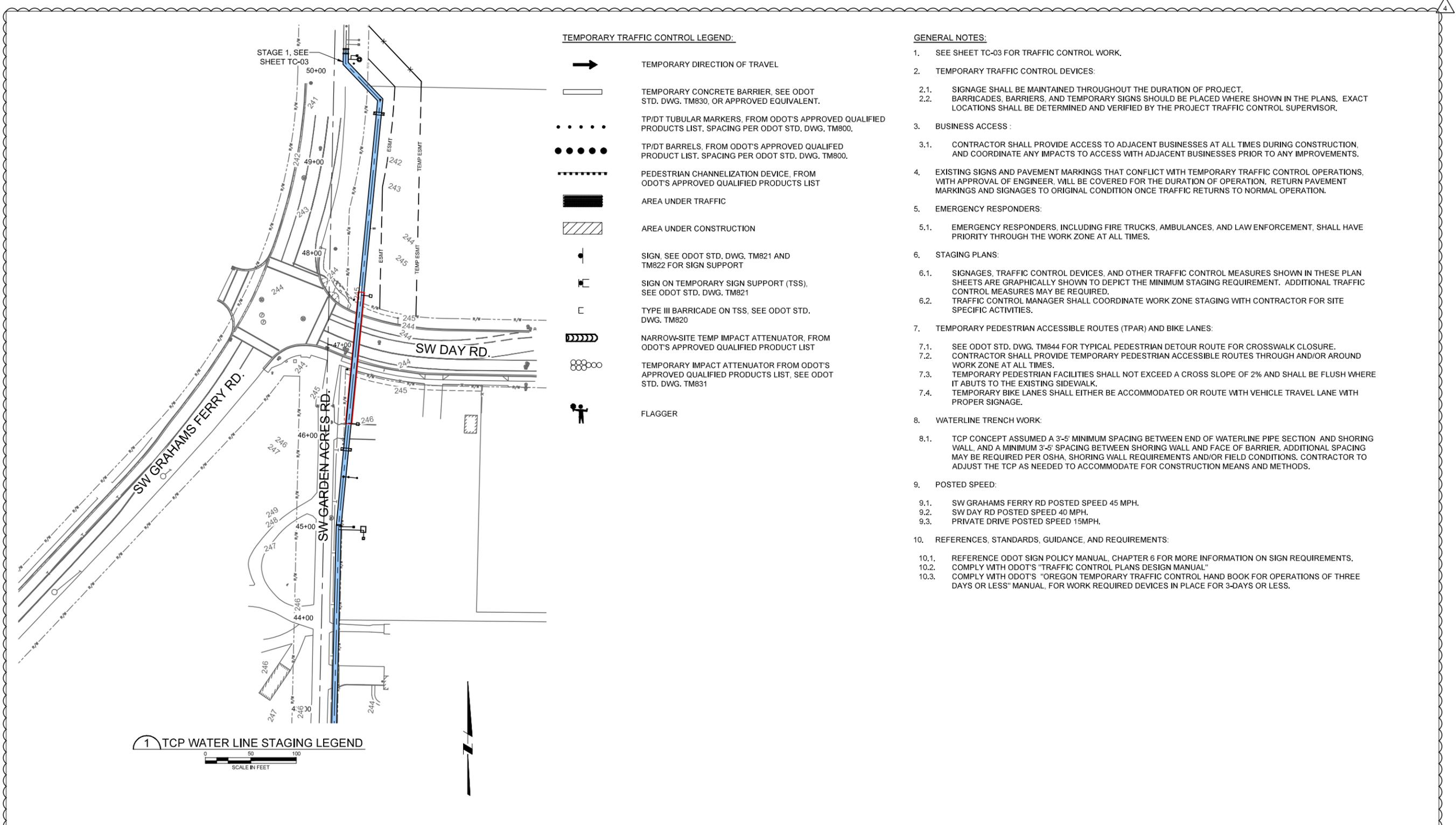


Willamette Water Supply
 Our Reliable Water

PLM_1.2
 Water Transmission Line
 Schedule B

TRAFFIC CONTROL
 TRAFFIC CONTROL PLANS
 VICINITY MAP AND HAUL ROUTE

SHEET	41
DWG	TC-01
DATE	03/06/2020
PROJ	PROJ



TEMPORARY TRAFFIC CONTROL LEGEND:

- TEMPORARY DIRECTION OF TRAVEL
- TEMPORARY CONCRETE BARRIER, SEE ODOT STD. DWG. TM830, OR APPROVED EQUIVALENT.
- TP/DT TUBULAR MARKERS, FROM ODOT'S APPROVED QUALIFIED PRODUCTS LIST. SPACING PER ODOT STD. DWG. TM800.
- TP/DT BARRELS, FROM ODOT'S APPROVED QUALIFIED PRODUCT LIST. SPACING PER ODOT STD. DWG. TM800.
- PEDESTRIAN CHANNELIZATION DEVICE, FROM ODOT'S APPROVED QUALIFIED PRODUCTS LIST
- AREA UNDER TRAFFIC
- AREA UNDER CONSTRUCTION
- SIGN, SEE ODOT STD. DWG. TM821 AND TM822 FOR SIGN SUPPORT
- SIGN ON TEMPORARY SIGN SUPPORT (TSS), SEE ODOT STD. DWG. TM821
- TYPE III BARRICADE ON TSS, SEE ODOT STD. DWG. TM820
- NARROW-SITE TEMP IMPACT ATTENUATOR, FROM ODOT'S APPROVED QUALIFIED PRODUCT LIST
- TEMPORARY IMPACT ATTENUATOR FROM ODOT'S APPROVED QUALIFIED PRODUCTS LIST, SEE ODOT STD. DWG. TM831
- FLAGGER

GENERAL NOTES:

1. SEE SHEET TC-03 FOR TRAFFIC CONTROL WORK.
2. TEMPORARY TRAFFIC CONTROL DEVICES:
 - 2.1. SIGNAGE SHALL BE MAINTAINED THROUGHOUT THE DURATION OF PROJECT. BARRICADES, BARRIERS, AND TEMPORARY SIGNS SHOULD BE PLACED WHERE SHOWN IN THE PLANS. EXACT LOCATIONS SHALL BE DETERMINED AND VERIFIED BY THE PROJECT TRAFFIC CONTROL SUPERVISOR.
3. BUSINESS ACCESS:
 - 3.1. CONTRACTOR SHALL PROVIDE ACCESS TO ADJACENT BUSINESSES AT ALL TIMES DURING CONSTRUCTION, AND COORDINATE ANY IMPACTS TO ACCESS WITH ADJACENT BUSINESSES PRIOR TO ANY IMPROVEMENTS.
4. EXISTING SIGNS AND PAVEMENT MARKINGS THAT CONFLICT WITH TEMPORARY TRAFFIC CONTROL OPERATIONS, WITH APPROVAL OF ENGINEER, WILL BE COVERED FOR THE DURATION OF OPERATION. RETURN PAVEMENT MARKINGS AND SIGNAGES TO ORIGINAL CONDITION ONCE TRAFFIC RETURNS TO NORMAL OPERATION.
5. EMERGENCY RESPONDERS:
 - 5.1. EMERGENCY RESPONDERS, INCLUDING FIRE TRUCKS, AMBULANCES, AND LAW ENFORCEMENT, SHALL HAVE PRIORITY THROUGH THE WORK ZONE AT ALL TIMES.
6. STAGING PLANS:
 - 6.1. SIGNAGES, TRAFFIC CONTROL DEVICES, AND OTHER TRAFFIC CONTROL MEASURES SHOWN IN THESE PLAN SHEETS ARE GRAPHICALLY SHOWN TO DEPICT THE MINIMUM STAGING REQUIREMENT. ADDITIONAL TRAFFIC CONTROL MEASURES MAY BE REQUIRED.
 - 6.2. TRAFFIC CONTROL MANAGER SHALL COORDINATE WORK ZONE STAGING WITH CONTRACTOR FOR SITE SPECIFIC ACTIVITIES.
7. TEMPORARY PEDESTRIAN ACCESSIBLE ROUTES (TPAR) AND BIKE LANES:
 - 7.1. SEE ODOT STD. DWG. TM844 FOR TYPICAL PEDESTRIAN DETOUR ROUTE FOR CROSSWALK CLOSURE. CONTRACTOR SHALL PROVIDE TEMPORARY PEDESTRIAN ACCESSIBLE ROUTES THROUGH AND/OR AROUND WORK ZONE AT ALL TIMES.
 - 7.2. TEMPORARY PEDESTRIAN FACILITIES SHALL NOT EXCEED A CROSS SLOPE OF 2% AND SHALL BE FLUSH WHERE IT ABUTS TO THE EXISTING SIDEWALK.
 - 7.3. TEMPORARY BIKE LANES SHALL EITHER BE ACCOMMODATED OR ROUTE WITH VEHICLE TRAVEL LANE WITH PROPER SIGNAGE.
8. WATERLINE TRENCH WORK:
 - 8.1. TCP CONCEPT ASSUMED A 3'-5' MINIMUM SPACING BETWEEN END OF WATERLINE PIPE SECTION AND SHORING WALL, AND A MINIMUM 3'-5' SPACING BETWEEN SHORING WALL AND FACE OF BARRIER. ADDITIONAL SPACING MAY BE REQUIRED PER OSHA, SHORING WALL REQUIREMENTS AND/OR FIELD CONDITIONS. CONTRACTOR TO ADJUST THE TCP AS NEEDED TO ACCOMMODATE FOR CONSTRUCTION MEANS AND METHODS.
9. POSTED SPEED:
 - 9.1. SW GRAHAM'S FERRY RD POSTED SPEED 45 MPH.
 - 9.2. SW DAY RD POSTED SPEED 40 MPH.
 - 9.3. PRIVATE DRIVE POSTED SPEED 15MPH.
10. REFERENCES, STANDARDS, GUIDANCE, AND REQUIREMENTS:
 - 10.1. REFERENCE ODOT SIGN POLICY MANUAL, CHAPTER 6 FOR MORE INFORMATION ON SIGN REQUIREMENTS.
 - 10.2. COMPLY WITH ODOT'S "TRAFFIC CONTROL PLANS DESIGN MANUAL"
 - 10.3. COMPLY WITH ODOT'S "OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK FOR OPERATIONS OF THREE DAYS OR LESS" MANUAL, FOR WORK REQUIRED DEVICES IN PLACE FOR 3-DAYS OR LESS.

1 TCP WATER LINE STAGING LEGEND
SCALE IN FEET



KNOW WHAT'S BELOW. CALL BEFORE YOU DIG. 811
"LOOK UP AND LIVE"

DSGN	P. Hay						
DR	M. Sennewald						
CHK	B. LeBlanc	4	03/20	DESIGN CLARIFICATION DC-04			
APVD	E. Hadler	NO.	DATE	REVISION	BY	APVD	

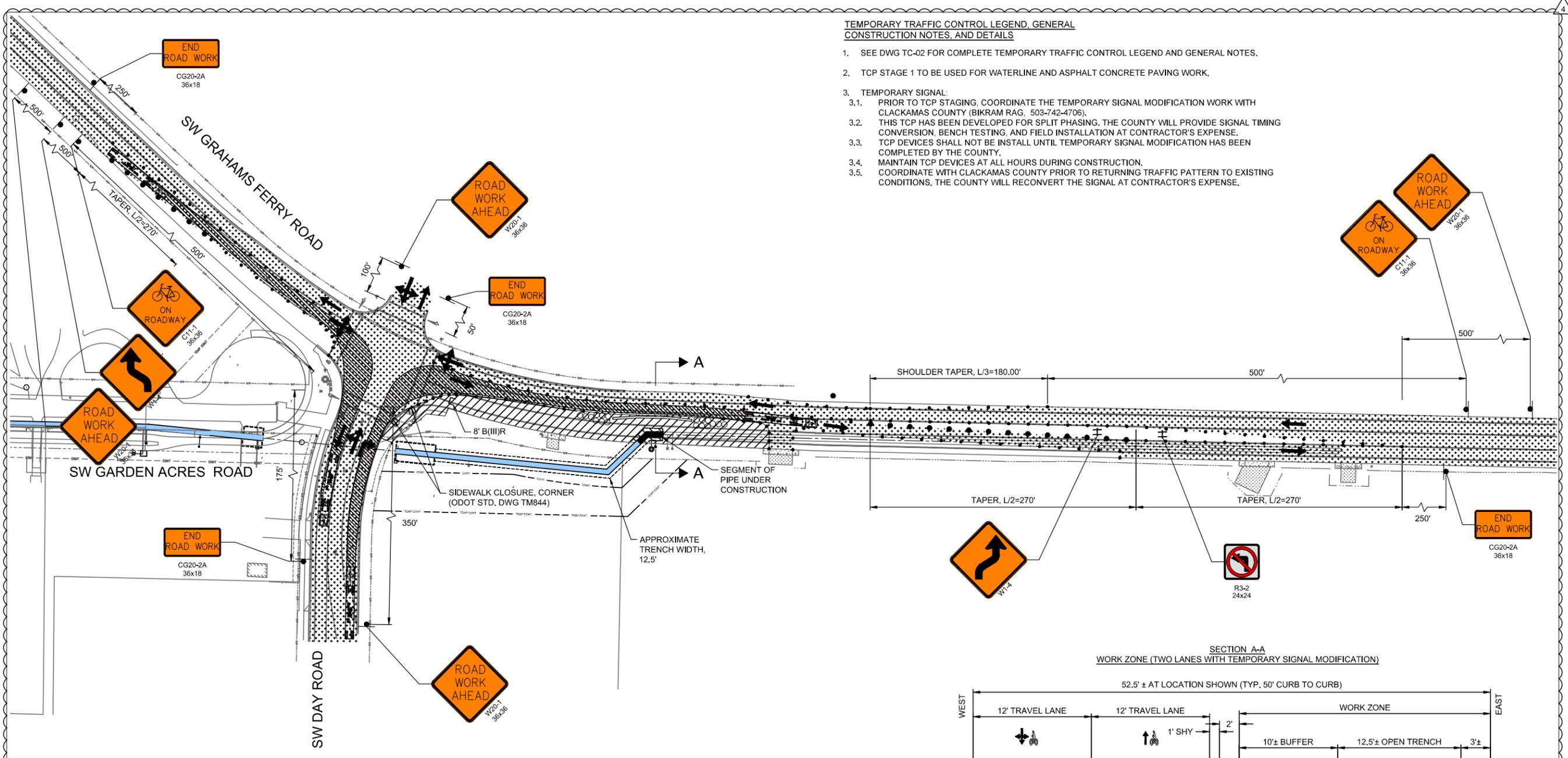
VERIFY SCALE
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PLM_1.2
Water Transmission Line
Schedule B

TRAFFIC CONTROL
TRAFFIC CONTROL PLANS
LEGENDS AND GENERAL NOTES

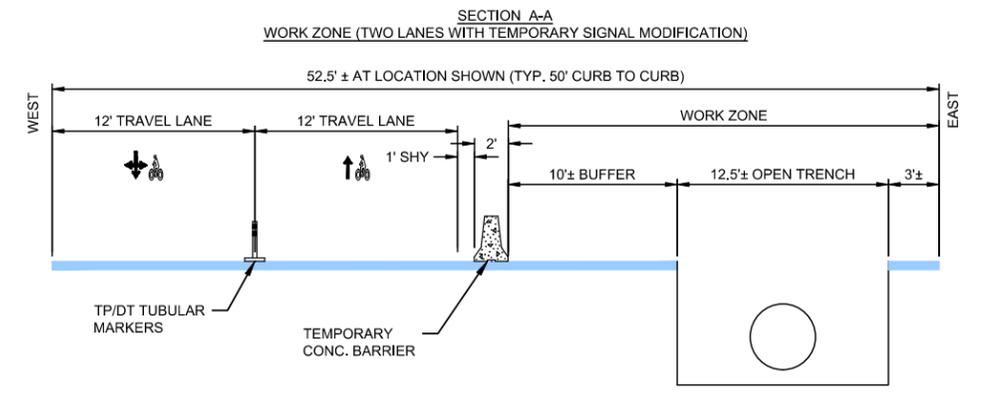
SHEET	42
DWG	TC-02
DATE	03/06/2020
PROJ	PROJ



TEMPORARY TRAFFIC CONTROL LEGEND, GENERAL CONSTRUCTION NOTES, AND DETAILS

1. SEE DWG TC-02 FOR COMPLETE TEMPORARY TRAFFIC CONTROL LEGEND AND GENERAL NOTES.
2. TCP STAGE 1 TO BE USED FOR WATERLINE AND ASPHALT CONCRETE PAVING WORK.
3. TEMPORARY SIGNAL:
 - 3.1. PRIOR TO TCP STAGING, COORDINATE THE TEMPORARY SIGNAL MODIFICATION WORK WITH CLACKAMAS COUNTY (BIKRAM RAG, 503-742-4706).
 - 3.2. THIS TCP HAS BEEN DEVELOPED FOR SPLIT PHASING. THE COUNTY WILL PROVIDE SIGNAL TIMING CONVERSION, BENCH TESTING, AND FIELD INSTALLATION AT CONTRACTOR'S EXPENSE.
 - 3.3. TCP DEVICES SHALL NOT BE INSTALLED UNTIL TEMPORARY SIGNAL MODIFICATION HAS BEEN COMPLETED BY THE COUNTY.
 - 3.4. MAINTAIN TCP DEVICES AT ALL HOURS DURING CONSTRUCTION.
 - 3.5. COORDINATE WITH CLACKAMAS COUNTY PRIOR TO RETURNING TRAFFIC PATTERN TO EXISTING CONDITIONS. THE COUNTY WILL RECONVERT THE SIGNAL AT CONTRACTOR'S EXPENSE.

STAGE 1 - ALL HOURS



KNOW WHAT'S BELOW. CALL BEFORE YOU DIG. 811
"LOOK UP AND LIVE"



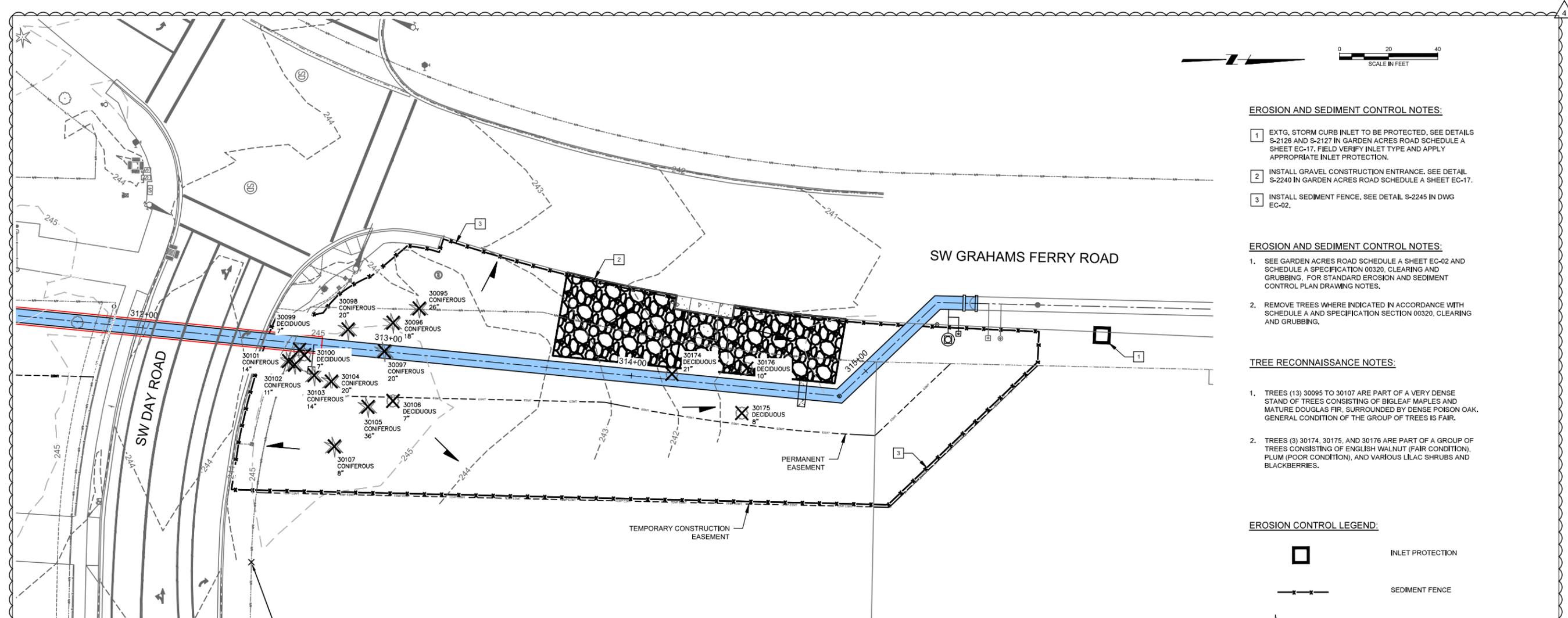
DSGN					
DR					
CHK					
APVD	4	03/20	DESIGN CLARIFICATION DC-04	BY	APVD
	NO.	DATE	REVISION		

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PLM_1.2
Water Transmission Line
Schedule B

SHEET	
DWG	
DATE	03/06/2020
PROJ	



EROSION AND SEDIMENT CONTROL NOTES:

- 1. EXTG. STORM CURB INLET TO BE PROTECTED. SEE DETAILS S-2126 AND S-2127 IN GARDEN ACRES ROAD SCHEDULE A SHEET EC-17. FIELD VERIFY INLET TYPE AND APPLY APPROPRIATE INLET PROTECTION.
- 2. INSTALL GRAVEL CONSTRUCTION ENTRANCE. SEE DETAIL S-2240 IN GARDEN ACRES ROAD SCHEDULE A SHEET EC-17.
- 3. INSTALL SEDIMENT FENCE. SEE DETAIL S-2245 IN DWG EC-02.

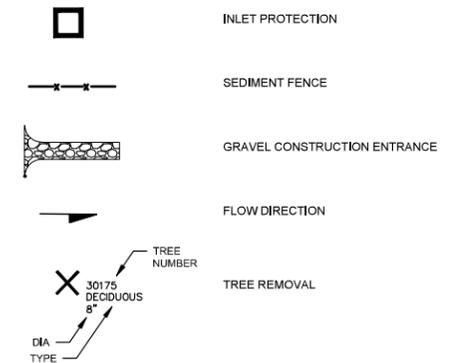
EROSION AND SEDIMENT CONTROL NOTES:

- 1. SEE GARDEN ACRES ROAD SCHEDULE A SHEET EC-02 AND SCHEDULE A SPECIFICATION 00320, CLEARING AND GRUBBING, FOR STANDARD EROSION AND SEDIMENT CONTROL PLAN DRAWING NOTES.
- 2. REMOVE TREES WHERE INDICATED IN ACCORDANCE WITH SCHEDULE A AND SPECIFICATION SECTION 00320, CLEARING AND GRUBBING.

TREE RECONNAISSANCE NOTES:

- 1. TREES (13) 30095 TO 30107 ARE PART OF A VERY DENSE STAND OF TREES CONSISTING OF BIGLEAF MAPLES AND MATURE DOUGLAS FIR, SURROUNDED BY DENSE POISON OAK. GENERAL CONDITION OF THE GROUP OF TREES IS FAIR.
- 2. TREES (3) 30174, 30175, AND 30176 ARE PART OF A GROUP OF TREES CONSISTING OF ENGLISH WALNUT (FAIR CONDITION), PLUM (POOR CONDITION), AND VARIOUS LILAC SHRUBS AND BLACKBERRIES.

EROSION CONTROL LEGEND:



KNOW WHAT'S BELOW. CALL BEFORE YOU DIG. 811
 "LOOK UP AND LIVE"

DSGN	P. Hay						
DR	M. Sennewald						
CHK	B. LeBlanc	4	03/20	DESIGN CLARIFICATION DC-04			
APVD	E. Hadler	NO.	DATE	REVISION	BY	APVD	

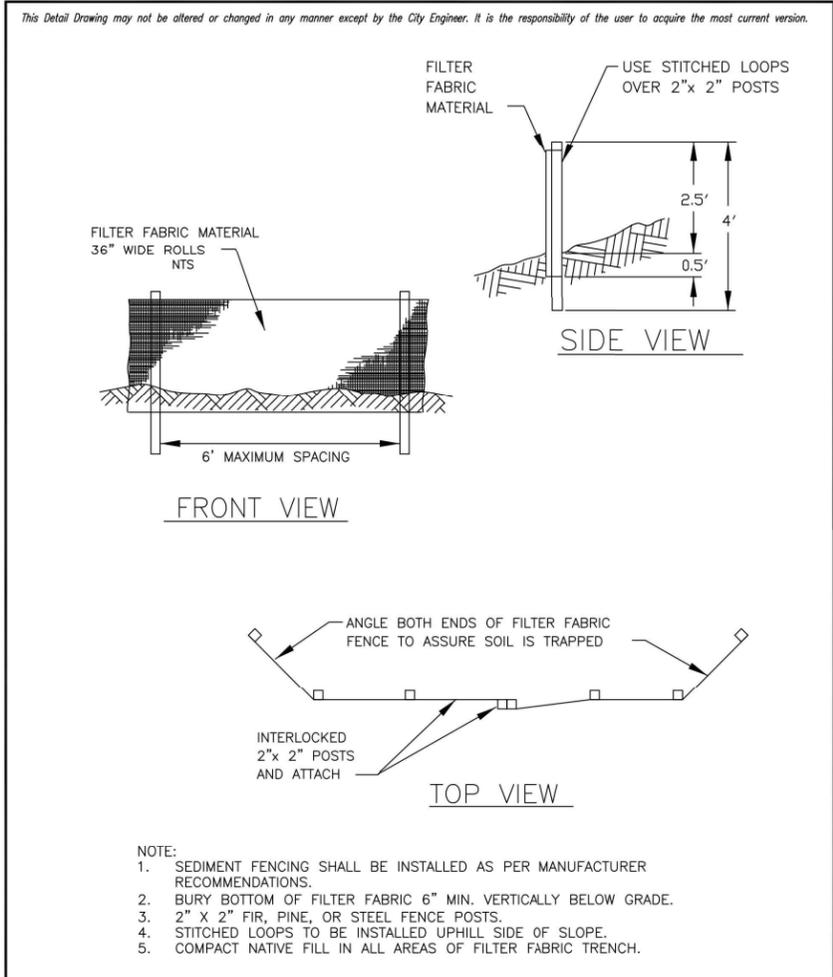
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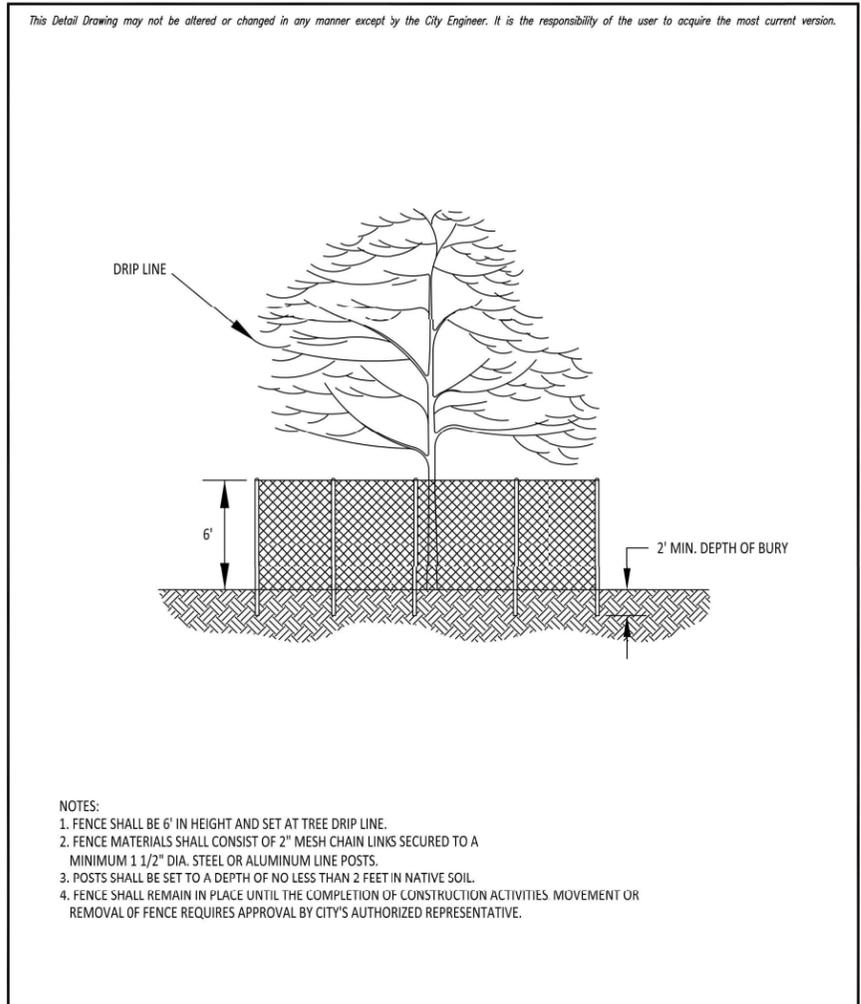
PLM_1.2
 Water Transmission Line
 Schedule B

EROSION CONTROL AND FENCING
EROSION AND SEDIMENT CONTROL PLAN

SHEET	44
DWG	EC-01
DATE	03/06/2020
PROJ	PROJ



Sediment Fence			CITY OF WILSONVILLE PUBLIC WORKS STANDARDS
DRAWING NUMBER: S-2245	DRAWN BY: SR	SCALE: N.T.S.	
FILE NAME: S-2245.DWG	APPROVED BY: NK	DATE: 9/17/14	



Tree Protection Fencing			CITY OF WILSONVILLE PUBLIC WORKS STANDARDS
DRAWING NUMBER: RD-1230	DRAWN BY: SR	SCALE: N.T.S.	
FILE NAME: RD-1230.DWG	APPROVED BY: NK	DATE: 4/2/14	



KNOW WHAT'S BELOW. CALL BEFORE YOU DIG. 811
"LOOK UP AND LIVE"

DSGN	P. Hay					
DR	M. Sennwald					
CHK	B. LeBlanc	4	03/20	DESIGN CLARIFICATION DC-04		
APVD	E. Hadler	NO.	DATE	REVISION	BY	APVD

VERIFY SCALE
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PLM_1.2
 Water Transmission Line
 Schedule B

EROSION CONTROL AND FENCING
 CITY OF WILSONVILLE STANDARD
 EROSION AND SEDIMENT CONTROL DETAILS

SHEET	45
DWG	EC-02
DATE	03/06/2020
PROJ	PROJ

DESIGN CLARIFICATION DC-04

Willamette Water Supply Program PLM 1.2 Schedule B

Supplemental Specifications

The supplemental specifications contained herein are supplemental to the technical specifications and related contract requirements of Schedule B of the City of Wilsonville's Garden Acres Road / PLM_1.2 Project (File No. 17 04 002, CIP #4201).

March 6, 2020

CERTIFICATE OF ENGINEER

The technical material and data contained herein were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.

DIVISION 01 – GENERAL REQUIREMENTS

01 56 26 FENCING AND SITE SECURITY

01 56 39 TEMPORARY TREE AND PLANT PROTECTION



EXPIRES: 12/31/2019

Daniel Applegate
Daniel Applegate (Mar 6, 2020)

01 57 00 ENVIRONMENTAL CONTROLS

01 57 13 TEMPORARY EROSION AND SEDIMENT CONTROL



EXPIRES: 06/30/2021

Pherak Hay
Pherak Hay (Mar 9, 2020)

CERTIFICATE OF ENGINEER

The technical material and data contained herein were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.

DIVISION 31 – EARTHWORK

- 31 09 00 INSTRUMENTATION AND MONITORING
- 31 41 00 SHAFT EXCAVATION AND SUPPORT

DIVISION 33 – UTILITIES

- 33 05 23.16 TRENCHLESS CONSTRUCTION
- 33 05 23.20 STEEL CASING PIPE



EXPIRES: 12/31/2020


yuxin lang (Mar 9, 2020)

SECTION 01 56 26 FENCING AND SITE SECURITY

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide permanent and temporary fencing and security as required meeting the requirements of this Section.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

- A. Provide security measures necessary to safeguard the public, schoolchildren, residents, property owners and/or property owners' livestock from construction activities, staging areas, equipment, and materials. Provide temporary fencing when necessary. Fence will be utilized in a way that protects safety and limits inconveniences to impacted properties while limiting hindrances on access to properties.
- B. Enclose site of the Work with fence adequate to protect the Work against acts of theft, violence, and vandalism. Provide security measures as necessary or as required in the Contract Documents to protect the Work and materials furnished by Contractor. Store materials and construction equipment in a secure area. Lock or disable to prevent use by unauthorized persons during non-working hours.
- C. Enclose temporary offices and storage areas with fence adequate to protect temporary facilities against acts of theft, violence, and vandalism.
- D. When entire or part of site is to be permanently fenced, permanent fence may be built to serve for both permanent and temporary protection of the Work site, provided that damaged or defaced fencing is replaced prior to Substantial Completion.
- E. Protect temporary and permanent openings and close openings in existing fences to prevent intrusion by unauthorized persons. Bear responsibility for protection of plant and material on site of the work when openings in existing fences are not closed.
- F. During night hours, weekends, holidays, and other times when no work is performed at site, provide temporary closures or enlist services of security guards to protect temporary openings. Provide for mobile patrols of the entire Site at least once a day. Inspect Site security measures and document in daily reports. Inspect site security measures at least once on non-working days. Document inspections on next daily report.
- G. Fence temporary openings when openings are no longer necessary.

3.2 ACCESS POINTS

- A. Lock controlled access points, including private property gates, providing entry to Site and maintain a secure key control to prevent unauthorized access.
- B. Close and secure gates and entry points by locking mechanism when not in use.

3.3 ACCESS KEYS

- A. Maintain access keys in a secure location.
- B. Provide non-duplicating type keys.
- C. Provide two of each access key to Owners' Representatives.

END OF SECTION

SECTION 01 56 39

TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants affected by execution of the Work, whether temporary or permanent construction.
- B. The Contract Drawings identify trees to remain as part of the completed Work. When possible, the Contractor will look to preserve trees within the ROW or easement areas. The Contractor shall protect these trees with protective fencing and avoid operations and placing of equipment that could harm trees designated to be protected.
- C. This section fully applies to protection of new landscape Work.
- D. Contractor shall make available a certified arborist to observe, manage tree care, manage pruning, and direct the Contractor on tree protection measures during construction as needed to ensure that impacts to trees are minimized.

1.2 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by a diameter tape at 6 inches above the ground for trees up to, and including, 4-inch size; and 12 inches above the ground for trees larger than 4-inch size.
- B. Plant Protection Zone: Area surrounding individual trees, groups of trees to be protected as indicated on Contract Drawings.
- C. Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction and defined by the drip line of individual trees or the perimeter drip line of groups of trees plus ten feet, unless otherwise indicated.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.
- E. Arborist: A Consulting Arborist registered with the American Society of Consulting Arborists (ASCA).
- F. Certified Arborist: Certified by The International Society of Arboriculture (ISA).

1.3 SUBMITTALS

- A. Procedures: Section 00150.
- B. Product Data: For each type of product indicated.
- C. Tree Pruning Schedule: Written schedule detailing scope and extent of tree pruning of trees to remain that interfere with or are affected by construction. Including the following:

1. Species and size of tree.
 2. Location on Site plan. Include unique identifier for each.
 3. Reason for pruning.
 4. Description of pruning to be performed.
 5. Description of maintenance following pruning.
- D. Qualification Data: For qualified arborist and tree service firm.
- E. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- F. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- G. Existing Conditions: Documentation of existing trees to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
1. Use sufficiently detailed photographs or videotape.
 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
 3. Contractor's Consulting Arborist shall accompany Contractor on preconstruction walk to photograph existing conditions per Section 01 32 33.

1.4 QUALITY ASSURANCE

- A. Arborist Qualifications: An arborist certified by ISA or licensed in the jurisdiction where Project is located.
- B. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."
1. Before tree protection and trimming operations begin, meet with representatives of authorities having jurisdiction, Owners' Representative, and Owners' contact for public communications to review tree protection and trimming procedures and responsibilities. Trees that are to be protected will be temporarily marked in an agreed upon manner during construction.

1.5 PROJECT CONDITIONS

- A. The following practices are prohibited within protection zones:
1. Storage of construction materials, debris, or excavated material.
 2. Parking vehicles or equipment.
 3. Frequent foot traffic (i.e. use as a travel corridor, etc.) unless allowed by Arborist.

4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
8. Solid or liquid waste disposal.
9. Use of tree trunks as a winch support, anchorage, or similar function.
10. Use of herbicides or other that could damage trees.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D448, Size 24, with 90 to 100 percent passing a 2-1/2-inch sieve and not more than 10 percent passing a 3/4-inch sieve.
- B. Topsoil: As specified in Schedule A
- C. Obtain topsoil only from well-drained sites where topsoil is 4 inches deep or more; do not obtain from bogs or marshes.
- D. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
 1. Type: Ground or shredded bark.
 2. Size Range: 3 inches maximum, 1/2 inch minimum.
- E. Protection Zone Fencing: Maintain existing tree protection chain link fencing at all times.
- F. Protection Zone Signage: Shop fabricated, rigid plastic or metal sheet with attachment holes pre-punched and reinforced; legibly printed with nonfading lettering and as follows:
 1. Signs shall clearly state: “Warning: Tree Protection Zone” or “Warning: Plant Protection Zone” as appropriate.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

- A. Locate and clearly identify trees to remain. Flag Tie a 1-inch, blue, vinyl tape around each tree trunk at 54 inches above the ground.

- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering or other operations.
- C. Tree Protection Zones: Mulch areas inside tree protection zones and other areas indicated.
 - 1. Apply 4-inch average thickness of organic mulch. Do not place mulch within 6 inches of tree trunks.

3.3 TREE AND PLANT PROTECTION ZONES

- A. Protection Zone Fencing: Delineate all protection zones with chain link fence as shown on the Drawings. Maintain existing protection zone fencing along edges of protection zones. Maintain or modify existing fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
 - 1. Existing Chain-Link Fencing: Modify or adjust as and when necessary to accomplish Work without compromising protection of trees.
 - 2. Existing Posts: Modify or adjust as and when necessary to accomplish Work without compromising protection of trees.
 - 3. Existing Access Gates: Modify or adjust as and when necessary to accomplish Work without compromising protection of trees.
- B. Protection Zone Signage: Install protection zone signage in visibly prominent locations in the following manner: Install one sign spaced approximately every 35 feet on protection zone fencing.
- C. Maintain protection zone fencing and signage in good condition and remove when construction operations are complete and equipment has been removed from the Site.
 - 1. Do not remove protection zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
 - 2. Temporary access into the protection zone perimeter may be permitted for exceptional circumstances, subject to preapproval in writing by the Owners, based upon input from the arborist. Prior to opening any permitted temporary accesses, construct a root buffer effective against soil compaction as directed by the Owners, based upon input from the arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

- A. For excavation at edge of protection zones, redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new

construction and as required for root pruning. Arborist shall be present during such activities.

- B. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.5 ROOT PRUNING

- A. Prune roots that are affected by temporary and permanent construction. Prune roots as follows:
 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 2. Cut Ends: Coat cut ends of roots more than 1-1/2 inches in diameter with an emulsified asphalt or other coating formulated for use on damaged plant tissues and that is acceptable to arborist.
 3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
 4. Cover exposed roots with burlap and water regularly per paragraph 3.04.B.
 5. Backfill as soon as possible.
- B. Root Pruning at Edge of Protection Zone: Prune roots 12 inches outside of the protection zone, by cleanly cutting all roots to the depth of the required excavation.

3.6 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as follows:
 1. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
 2. Pruning Standards: Prune trees according to ANSI A300 and the following:
 - a. Type of Pruning: Cleaning, Thinning, Raising, Reduction.
 3. Cut branches with sharp pruning instruments; do not break or chop.
 4. Do not apply pruning paint to wounds.
- B. Chip removed branches and dispose of offsite.

3.7 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

3.8 FIELD QUALITY CONTROL

- A. Inspections: Engage arborist to direct plant protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees and vegetation indicated to remain that are incidentally damaged by construction operations, in a manner recommended by arborist and approved by Owners' Representative. Perform repairs within 24 hours.
 - 1. Submit details of proposed root cutting and tree and shrub repairs.
 - 2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
 - 3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them offsite.

END OF SECTION

SECTION 01 57 00
ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work specified in this Section includes the requirements for furnishing general environmental management and environmental controls requirements during construction as designated in the Contract Documents.
- B. This Section does not address the management of contaminated media.
- C. Contractor to designate a “qualified person” to monitor all environmental controls on the work site. This qualified person shall have the authority to modify Contractor’s operations to comply with these specifications.

1.2 SUBMITTALS

- A. Procedures: Section 00150.
- B. Complete and submit the following information prior to the start of mobilization activities:
 - 1. Enforcement of Environmental Controls:
 - a. Name and phone number of person responsible for enforcement of environmental controls (24-hour contact).
 - 2. Site Maintenance Plan:
 - a. Types of construction materials stored on site.
 - b. Location where waste materials are disposed.
 - c. Length of time that waste materials are stored on site before being disposed.
 - 3. Street Cleaning Plan:
 - a. Methods of controlling dust and dirt on streets.
 - b. Methods incorporated to eliminate the transport of mud and dirt onto private or public roads by motor vehicles leaving the site. Methods used may include but are not limited to the following:
 - 1) Construction and maintenance of wheel wash at site egress.
 - 2) Construction of a stabilized pad of rock spalls at site entrances of adequate dimensions to accomplish objective.
 - 3) Periodic addition of rock to stabilized pad to maintain function.
 - 4) Thorough tire washing prior to vehicles exiting site and routing of wash water to containment facility.

- c. Do not allow water used for washing vehicles and equipment to enter storm drains unless sediment, petroleum products, fresh concrete products, or other deleterious materials are separated prior to discharge and applicable permits have been secured.
4. Air Pollution Control Plan to meet the requirements of this Section, including:
 - a. Measures to ensure vehicles and equipment do not emit excessive pollutants to the air.
 - b. Measures to minimize the discharge of smoke, dust, and other contaminants into the atmosphere that violate the regulations of legally constituted authorities.
 5. Noise Pollution Control Plan to meet the requirements of this Section.
 6. Vibration Control Plan to meet the requirements of this Section.
 7. Safety Data Sheets (SDS): Submit SDS to the Owners' Representative for all chemicals, materials, and other products to be utilized in the Work.
 8. Spill Prevention and Control Countermeasures Plan (SPCCP) to meet the requirements of this Section.
 9. Pollution Control Plan (PCP)
 - a. Develop and submit a PCP to prevent pollution related to Contractor operations for approval 14 days before the preconstruction conference. Maintain a copy of the PCP on-site at all times during construction activities, readily available to employees and inspectors. Ensure that all employees comply with the provisions of the PCP.
 - b. Include the following information in the PCP:
 - 1) Identify a professional on-call spill response team.
 - 2) Identify all Contractor activities, hazardous substances used and wastes generated.
 - 3) Describe how hazardous substances and wastes will be stored, used, contained, monitored, disposed of and documented. Include pollution prevention, spill response, waste reduction, dust prevention, off site tracking prevention, washout facility design, vehicle and equipment fueling and maintenance procedures, employee training and emergency contact information.
 - 4) Include the waste determination results of waste generated onsite. Provide reuse, recycle, and disposal options and the reasons for selecting those alternatives.
 - 5) Include or refer to the SPCCP and the hazardous waste contingency plan, if required.

- 6) Include scaled site plans showing locations for hazardous substance storage, spill response equipment, communications equipment and fire suppression equipment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SITE MAINTENANCE

- A. Keep the work site(s), including staging areas and Contractor's facilities, clean and free from rubbish and debris. Remove materials and equipment from the Site when they are no longer necessary. Upon completion of the Work and before request for inspection, clear the work site of equipment, unused materials, and rubbish to present a clean and neat appearance. Where surfaces have been damaged, replace as if new or per landscaping requirements.
- B. Clean Up:
 1. Do not allow waste material to remain on the site of the work or on adjacent streets. Collect, carry off the site and legally dispose of such materials daily, weekly or as otherwise specified by the Owners' Representative.
 2. Keep facilities clear of refuse, rubbish, and debris that may accumulate.
 3. Handle paints, solvents, and other construction materials with care to prevent entry of contaminants into storm drains, surface waters, or soils.
 4. Washing of concrete container where wastewater may reach adjacent property or natural water courses will not be permitted. Remove any excess concrete to the sanitary landfill.
- C. Street Cleaning:
 1. Prevent dirt and dust from escaping from trucks and equipment departing the work site, by covering dusty loads, washing vehicle tires before leaving the site, using crushed rock at entrances, or other reasonable methods.
 2. When Work involves dump trucks and other equipment on paved streets and roadways, clean, vacuum, and/or use approved sweeper on streets at least twice per day, or as required by the Owners' Representative during each day's operations.
- D. Removal of Materials:
 1. Clean up and remove all refuse, debris, equipment and unused materials of any kind resulting from the Work periodically as the Work progresses, immediately after completion of the Work, and as requested by the Owners' Representative

2. Prior to final acceptance of the Work by the Owners' Representative, remove all equipment and temporary structures, rubbish, and waste, and generally clean up the Site and the premises. Where brush and trees beyond the limits of the project have been disturbed, remove and dispose of or restore same as directed.
 3. Recycle materials per the requirements of ORS Chapter 459A.
- E. Cleaning drains: Clean all drainage facilities such as inlets, catch basins, culverts, and open ditches of all excess material or debris that result from the Work.
- F. Cleaning Paved Surfaces and Appurtenances
1. Clean all pavement surfaces, whether new or existing, within the limits of the Work. Clean existing improvements such as curbs, gutters, walls, sidewalks, and castings, for manholes, monuments, water gates, lamp poles, vaults, signs, and other similar installations.
 2. Flush the street with a pressure type flusher. Hand broom or flush all sidewalks. All flushing shall be in accordance with applicable permits.

3.2 AIR POLLUTION CONTROL

- A. Do not discharge smoke, dust, and other contaminants into the atmosphere that violate permits or the regulations of legally constituted authorities. Do not allow internal combustion engines to idle for prolonged periods of time. Maintain construction vehicles and equipment in good repair. When exhaust emissions are determined to be excessive by the Owners' Representative, repair or replace equipment.
- B. Minimize dust nuisance by cleaning, sweeping, and sprinkling with water, or by other means. The use of water in amounts that result in mud on public or private roads, is not acceptable as a substitute for sweeping or other methods. Make equipment for this operation available at all times.

3.3 NOISE CONTROL

- A. Perform all Work in compliance with the City of Wilsonville Noise Ordinance.
- B. Construction noise is monitored by the Contractor. Owners' Representative, or persons authorized by the Owners may also monitor construction noise. Upon notification by the Owners' Representative that a violation of the Noise Control Code exists or has occurred, use all means necessary to comply with the Noise Compliance Code.
1. Equip all equipment used in the Work with sound control devices no less effective than those provided on the original equipment. Do not use equipment with an unmuffled exhaust.
 2. Use equipment that complies with pertinent standards of the U.S. Environmental Protection Agency.

- C. Provide the following noise abatement equipment or operate construction equipment in the following manner to avoid exceeding noise limitation.
 - 1. Locate noisy portable equipment, such as generators or compressors, as far away from site boundaries as practicable.
 - 2. Construct noise barriers around stationary construction equipment that has to be utilized at locations near the property line and around mobile equipment as necessary or provide suitable and effective noise screening.
 - 3. Shut off idling equipment when not in active use.
 - 4. Vehicles are prohibited from using unmuffled compression brakes.
 - 5. Secure all loose equipment on every vehicle to prevent such equipment from generating noise when the vehicle is in motion. This applies to cargo being transported, tie-down equipment, parts of the vehicle, and any other item anticipated to generate noise during vehicle movement.

3.4 VIBRATION CONTROL

- A. Contractor's means and methods shall limit vibrations that may damage existing utilities and structures.
- B. Owners shall hire a vibration monitoring consultant when required. Vibration monitoring shall be performed when deemed necessary by the Owners' Representative.

3.5 EROSION AND SEDIMENT CONTROL

- A. Comply with all conditions and requirements of Section 01 57 13 Temporary Erosion and Sediment Control.

3.6 CHEMICALS AND HAZARDOUS MATERIALS USED ON SITE

- A. Store and dispose of all hazardous or potentially hazardous chemicals used during the Project construction or furnished for Project operation in accordance with all applicable local, state, and federal laws and regulations and with the (Material) Safety Data Sheets for those chemicals.
- B. Store within a containment area that minimizes contact of the chemicals and storage containers with precipitation, surface flows due to precipitation, or flows from adjacent areas. If precipitation or surface water flows contact the chemicals or the storage containers, notify the Owners' Representative. If spills occur in the containment area, immediately contain and clean up the spill to prevent material from entering storm drains, stream channels, ground water, or from being absorbed by the underlying pavement or soil and immediately notify the Owners' Representative.
- C. Collect waste oil, used oil filters, other waste petroleum materials, and any other hazardous materials at suitable disposal facilities off the jobsite.
- D. Construct on-site temporary fuel storage facilities that comply with all applicable current regulations.
- E. Comply with the requirements of Section 01 35 29 Health and Safety.

3.7 OIL SPILL PREVENTION AND CONTROL

- A. Prevent, contain, and clean spilled oil, fuel, and other petroleum products. Do not discharge oil from equipment or facilities into state waters or onto adjacent land.
- B. At a minimum, perform the following measures regarding oil spill prevention, containment and cleanup:
 - 1. Inspect fuel hoses, lubrication equipment, hydraulically operated equipment, oil drums, and other equipment and facilities regularly for drips, leaks, or signs of damage, and maintain and store properly to prevent spills. Maintain proper security to discourage vandalism.
 - 2. Dike or locate all land-based oil and product storage tanks to prevent spills from escaping to the water. Line dikes and subsoils with impervious material to prevent oil from seeping through the ground and dikes.
 - 3. Immediately contain all visible floating oils with booms, dikes, or other appropriate means and remove from the water prior to discharge into state waters. Immediately contain all visible oils on land using dikes, straw bales, or other appropriate means and remove using sand, ground clay, sawdust, or other absorbent material, and properly dispose of waste materials. Temporarily store waste materials in drums or other leak-proof containers after cleanup and during transport to disposal. Dispose of waste materials off jobsite at an approved site.
 - 4. In the event of any oil or product discharges into public waters, or onto land with a potential for entry into public waters; immediately commence response actions to protect human health and the environment. Follow the PCP, SPCC Plan and Contingency Plan, as appropriate. If any of the provisions in these plans conflict, implement the actions providing the greatest protection of public health and safety and the environment. Then inform the Owners. If the quantity released exceeds the state or federal reportable quantities, or if the release impacts or threatens to impact any surface water body, immediately notify DEQ by the Oregon Emergency Response System (OERS) at 1-800-452-0311 and the EPA and U.S. Coast Guard through the National Response Center (NRC) at 1-800-424-8802 (federal reportable quantities or spills impacting or potentially impacting water only). If the quantity released is unknown, proceed with OERS and NRC notifications. Reportable quantities are listed at 40 CFR 302.4 and OAR 340-142-0040 to OAR 340-142-0050.
 - a. Conduct cleanup of the released material according to all applicable laws and DEQ requirements. Clean up to background levels unless otherwise agreed to by the Owners in writing.
 - b. Provide a written report to the Owners' Representative using the DEQ Spill/Release Report form, within 14 days of completing spill response, but no more than 30 days after the initial event. If the spill

was reported to DEQ, submit the report to DEQ concurrently.
Include a description of how future releases will be prevented.

5. Maintain on the job at each site, and restock as necessary to ensure an adequate and continuous supply, all materials necessary for containment and control.

3.8 PROTECTION OF NATURAL RESOURCES

- A. General: It is intended that the natural resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the work. Confine construction activities to areas defined by the public roads, easements, and work area limits shown on the Drawings. Return construction areas to their pre-construction elevations except where surface elevations are otherwise noted to be changed.
- B. Land Resources: Do not remove, cut, deface, injure or destroy trees or shrubs outside the work area limits. Do not remove, deface, injure or destroy trees within the work area without permission from the Owners' Representative. See Section 01 56 39 for additional requirements for tree and planting protection.
 1. Repair or Restoration: Repair or replace any trees or other landscape features scarred or damaged by equipment or construction operations as specified below. The repair and/or restoration plan shall be favorably reviewed prior to its initiation.
 2. Temporary Construction: For construction access roads and work areas near waterways and wetlands, use a rock workpad or other measures to minimize soil compaction from heavy equipment. Place a geotextile fabric, chain link fence, or other equally effective material under the temporary rock to protect the existing ground and assist in removal of temporary work pad fill rock. Following construction, remove all of the temporary work pad materials, and regrade and restore the area according to the Drawings. Remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction as directed by the Owners' Representative. Level all temporary roads, parking areas and any other areas that have become compacted or shaped. Any unpaved areas where vehicles are operated shall receive a suitable surface treatment or shall be periodically wetted down to prevent construction operations from producing dust damage and nuisance to persons and property, at no additional cost to the Owners. Keep haul roads clear at all times of any object that creates an unsafe condition. Promptly remove any contaminants or construction material dropped from construction vehicles. Do not drop mud and debris from construction equipment on public streets. Sweep clean turning areas and pavement entrances as necessary.
- C. Cultural Resources Preservation: The Contractor's attention is directed to the National Historic Preservation Act of 1966 (16 U.S.C 470) and 36 CFR 800

which provides for the preservation of potential historical architectural, archeological, or cultural resources (hereinafter called “cultural resources”). The project site has been identified as a potential cultural resource site. The site has an Inadvertent Discovery Plan for Cultural Resources, which is attached to this section for Contractor reference. If any cultural resources or human remains are encountered during construction, all construction activity within a 100-foot radius of the initial discovery must immediately cease and the resource protected from further disturbance. Immediately contact the Owners. Contractor shall follow the Inadvertent Discovery Plan if cultural materials including human remains are encountered during construction.

- D. Water Resources: Investigate and comply with all applicable federal, state and local regulations concerning the discharge (directly or indirectly) of pollutants to the underground and natural waters. Perform all work under this Contract in such a manner that any adverse environmental impacts are reduced to a level that is acceptable to the Owners and regulatory agencies. Refer to Specification Section 31 23 19 Dewatering, for "dewatering" water disposal requirements.
1. Oily Substances: At all times, special measures shall be taken to prevent oily or other hazardous substances from entering the ground, drainage areas or local bodies of water in such quantities as to affect normal use, aesthetics or produce a measurable impact upon the area. Any soil or water that is contaminated with oily substances due to the Contractor's operations shall be disposed of in accordance with applicable regulations.
 2. Submit a plan to control water pollution effectively during construction of the Work. Such program shall show the schedule for the erosion control work included in the Contract and for all water pollution control measures, which the Contractor proposes to take in connection with construction of the project to minimize the effects of his operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Owners' Representative, until such plan has been accepted. The Owners will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control plan, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control plan. The Contractor may request the Engineer to waive the requirement for submission of a written plan for control of water pollution when the nature of the Contractor's operation is such that erosion is not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this Section. Waiver of the requirement for a written plan for control of water pollution will not preclude requiring submittal of a written plan at a later time if the Owners' Representative deems it necessary because of the effect of the Contractor's operations.
 3. If the measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise his operations and his water pollution control program. Such directions will be

in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed on said items until the water pollution control measures are adequate; and if also required, a revised water pollution control plan has been accepted.

4. Where erosion which will cause water pollution is probable due to the nature of the material or the season of the year, the Contractor's operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.
5. Nothing in the terms of the Contract nor in the provisions in this Section shall relieve the Contractor of the responsibility for compliance with applicable statutes relating to prevention or abatement of water pollution.
6. The Contractor shall also conform to the following provisions:
 - a. Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt bags). Test and record turbidity of water to be discharged before discharging to a receiving stream; re-test and record turbidity whenever activities affecting discharge change, or as needed to comply with permits. Treatment shall meet the turbidity requirements below.
 - b. Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.
 - c. During construction, monitor in-stream turbidity in waters of the State or U.S., and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.
 - d. If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
 - e. Underwater blasting is not allowed.
 - f. Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw cutting byproducts and sandblasting abrasives, from entering waters of the state or U.S.
 - g. Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.

- h. The Owners' Representative retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources
- i. Where working areas encroach on live streams, barriers adequate to prevent the flow of muddy water into streams shall be constructed and maintained between working areas and streams.
- j. Where applicable, See Section 01 57 19 Temporary Water Management for work within flowing streams.
- k. Mechanized equipment shall not be operated in wetted channels of live streams, unless the work to be performed using such equipment is isolated from the wetted channel.
- l. Water containing mud or silt from aggregate washing or other operations shall be treated by filtration, or retention in a settling pond, or ponds, adequate to prevent muddy water from entering live streams.
- m. When operations are completed, return to pre-construction conditions. See Surface Restoration Drawings.
- n. Chlorinated Water: Take special measures to prevent chlorinated water from entering the ground or surface waters. Dechlorinate chlorinated water prior to discharge. If the distance from the discharge point to a regulated receiving stream is less than 1,000 feet and the regulated receiving stream has a flow rate of less than 50 cfs, dechlorinate or collect and hold water in a detention facility until testing confirms chlorine concentrations are 0.1 mg/l total residual chlorine or less. Test and record chlorine concentrations before discharging to a receiving stream; re-test and record chlorine whenever activities affecting discharge change, or as needed to comply with permits.
- o. Extreme pH: Take special measures to prevent water with extreme pH values from entering the ground or surface waters. For discharge to regulated receiving streams, test pH prior to discharge and treat as needed to maintain values between 6.5 and 8.5. Re-test and record pH levels whenever activities affecting discharge change, or as needed to comply with permits.
- p. Discharge rates shall not exceed the bankfull flow rate for the receiving channel, in order to prevent soil or channel erosion. Temporary best management practices (BMPs) may also be applied to control downstream effects during regular maintenance or emergency drainage.

3.9 PROTECTION OF FISH AND WILDLIFE AND THEIR HABITAT

A. Migratory Birds

- 1. Comply with the Migratory Bird Treaty Act (16 U.S.C. 703-712), which protects most species of birds in Oregon and prohibits the removal of nests containing eggs and dependent young. Migratory birds include most birds in Oregon, except pigeons, house sparrows, and starlings. Except where

allowed by the Contract and by permit, do not disturb a migratory bird nest containing eggs or dependent young, or the surface the nest is built on.

2. If migratory bird nests are encountered that contain eggs or dependent young, stop all actions that may disrupt the nest and contact the Owners' Representative. Do not resume Work that may disrupt nesting until approved by the Engineer.
 3. Bird management activities necessary to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) shall be provided by the Owners. Ensure that the Owners and its permitted agents have access to the project area, including existing work platforms needed to prevent migratory bird nesting. Compliance measures may include, but are not limited to, daily bird harassment, installation and maintenance of devices that discourage nesting birds, and nest removal.
 4. Contractor shall perform brush clearing and tree removal for work occurring between March 1 and September 1, 2020 in accordance with Section 01 31 30 Schedule and Construction Constraints.
 5. Notify the Owners, in writing, a minimum of 10 days prior to starting activities that could harm nesting birds. Avoid disturbing migratory bird nesting habitat (shrubs, trees, and structures) from March 1 to September 1 of each year. If avoidance is not possible, obtain approval from the Owners before falling trees or clearing vegetation that could disturb migratory bird nesting habitat between March 1 and September 1.
 6. Contractor to submit a Tree Removal Plan in accordance with Section 31 10 00 Site Clearing that describes coordination with Owners.
- B. Protection of Wildlife and Wildlife Habitat
1. Wildlife Removal: The Owners' qualified biologist or ODFW biologists will remove non-game wildlife and aquatic life from wetlands and waterways. Allow biologist access into the wetland or waterway prior to vegetation clearing or ground disturbing activities. Notify the Owners 10 days prior to beginning work in wetlands or waterways.

END OF SECTION

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SECTION 01 57 13
TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. The Contractor shall furnish all materials and labor to comply with the Temporary Erosion and Sediment Control requirements included in the Drawings and respective regulatory erosion control permits.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. The Contractor shall comply with regulatory permits, specifications, codes, and standards that may include, but not limited to, the following.
 - 1. DEQ 1200-C permit.
 - 2. Contract Document Erosion and Sediment Control Drawings.
 - 3. City of Wilsonville Stormwater and Surface Water
 - 4. Comply with requirements of Section 01 57 00 Environmental Controls

1.3 EROSION AND SEDIMENT CONTROL MANAGER

- A. Designate and provide a representative as the Erosion and Sediment Control Manager (ESCM) who meets the minimum qualifications:
 - 1. Experience in all major disciplines of public infrastructure construction.
 - 2. Knowledge in principles of and practice of erosion and sediment controls.
 - 3. Skilled in assessing site conditions and effectiveness of erosion control Best Management Practices (BMP) used.
 - 4. Successful completion of erosion control formal training acceptable to the Owners' Representative.

1.4 SUBMITTALS

- A. Procedures: Section 00150.
- B. The Contractor, at a minimum, shall submit information regarding the following items for approval by the Owners.
 - 1. Materials necessary to comply with ESC and any qualified products lists of local jurisdiction
 - 2. ESC contingency items for emergency response.
 - 3. Sample of proposed Erosion Control Inspection Report Form.
 - 4. Provide the ESCM name, description of experience and training, qualifying certifications, and 24-hr contact phone number no later than the Preconstruction meeting.

5. Schedule of ESC implementation including dates of installation, inspection frequency, rain-related inspection plan, seeding, and removal of all ESC materials at Contract completion.
6. Meet submittal requirements of the City of Wilsonville ESC program.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All products shall comply with the standards and permits listed in Part 1.

PART 3 - EXECUTION

3.1 GENERAL

- A. Contractor shall install and maintain erosion/sedimentation control during construction (any time of year) per the Erosion and Sediment Control (ESC) plan.
- B. The implementation of the ESC plans and the construction, maintenance, replacement, and upgrading of these ESC facilities is the responsibility of the Contractor until all construction is completed and approved and vegetation/landscaping is established.
- C. The erosion control facilities shown on the plans must be constructed in conjunction with all clearing and grading activities, and in such a manner as to ensure that sediment and sediment-laden water do not enter the drainage system, roadways, or violate applicable water standards.
- D. The erosion control facilities shown on the plans are the minimum requirements for anticipated site conditions. During the Project construction period, the ESC facilities shall be upgraded as needed for unexpected storm events and to ensure that sediment and sediment-laden water do not leave the Site.
- E. The erosion control facilities shall be inspected daily by the Contractor and maintained as necessary to ensure their continued functionality.
- F. The erosion control facilities on inactive Sites shall be inspected and maintained a minimum of every two weeks and within 24 hours following a storm event (½ inch or more of rainfall) including weekends and holidays.
- G. General ESC Materials Maintenance, refer to permits and Drawings, where applicable.
 1. Contractor shall remove accumulated sediment and broken-down biofilter bags that restrict performance of catch basins. All catch basins and conveyance lines shall be cleaned prior to paving. The cleaning operation shall not flush sediment-laden water into the downstream system.
 2. Stabilized construction entrances shall be installed at the beginning of construction and maintained for the duration of the Project. Additional

measures may be required to ensure that all paved areas are kept clean for the duration of the Project. See Drawings for temporary gravel construction entrance details.

- H. Filter fabric inlet barriers shall be installed at new and existing storm inlets to prevent sediment and sediment-laden water from entering the storm drainage system.
- I. Contractor shall provide dust control as required to prevent airborne particles from leaving the Site.
- J. Pavement surfaces and vegetation are to be placed as soon as possible.
- K. Seeding shall be performed no later than September 1 for each phase of construction.
- L. If there are exposed soils or soils not fully stabilized from October 31 through March 1, wet weather erosion control measures will be in effect. Exposed soil shall be covered with straw, hydromulch, or plastic sheeting.
- M. Erosion control measures shall be removed by the Contractor when vegetation is fully established.
- N. The Contractor shall notify the Owners' Representative in writing of the location where spoils will be temporarily stored or disposed. A written and signed letter from the property owner where the spoils are stored or disposed shall be provided to the Owners' Representative for approval. The letter shall indicate that the property owner has granted permission to the Contractor for storage or disposal of spoils. The Contractor shall provide erosion control measures at the spoils storage site. The Contractor shall provide to the Owners, for approval, a plan for hauling spoils. The plan shall show the route and how the Contractor intends to prevent sediment from being deposited along the route.
- O. The Contractor shall provide erosion control along all access roads used for construction. The construction access roads shall be maintained during construction. Maintenance shall include re-grading as required and placing additional crushed rock surfacing as required. Water bars shall be constructed on access roads where needed to reduce sediment flow on roads.
- P. The Contractor shall prevent sediment from being deposited on any paved roads near the construction Site. A truck wheel washing operation as approved by the Owners' Representative may be required.

3.2 TURBIDITY MONITORING

- A. For discharge to regulated work areas (area at or below the ordinary high water (OHW) as shown on the drawings), the Contractor shall implement all reasonably available technological controls and management practices to meet the standard DEQ Water Quality Control (WQC) rule of maintaining no more than a 10 percent increase in project-caused turbidity above background levels.
 - 1. Monitoring and Compliance Requirements:

- a. The Contractor shall observe and record, in a daily log, the color and turbidity or clarity at locations where surface waters from the construction site enter the regulated receiving stream. Describe in the report any apparent differences in color and the clarity of the discharge, and any observable difference in comparison with the receiving stream. If a permit noncompliance or serious water quality issues occur, verbally report to the Owners or Owners' Representative within 24 hours and submit a written report within 5 Calendar Days.
 - b. The Contractor shall monitor and record, in a daily log, turbidity levels within the receiving water each day when working in regulated work areas; compare turbidity caused by authorized actions to background levels; and adapt activities to minimize project-caused turbidity. Required monitoring steps include:
 - 1) Use a turbidity meter that has been calibrated to meet manufacturer requirements.
 - 2) Before beginning work, take in stream turbidity readings approximately 100 feet upstream and downstream of the in-water work area.
 - 3) Take in stream turbidity readings upstream and downstream at two hour intervals or more frequently and perform in-water work based on turbidity measurements according to the following:
 - a) If the downstream reading at the compliance distance is 0 to 4 nephelometric turbidity units (NTU) above upstream levels, continue to work.
 - b) If the downstream reading at the compliance distance is 5 to 29 NTU above upstream levels, work may continue for a maximum of four hours. If turbidity remains 5-29 NTUs above background, stop work and modify work procedures and best management practices (BMP). Resume in water work activities when NTU is 0-5 above background.
 - c) If the downstream reading at the compliance distance is 30 to 49 NTU above upstream levels, work may continue for a maximum of two hours. If turbidity remains 30-49 NTU above background, stop work and modify work procedures and BMP. Resume in water work activities when NTU is 0-5 above background.
 - d) If the downstream reading at the compliance distance is 50 NTU or more above upstream levels, stop all in water work immediately and notify Owners. Owners or Owners' Representative will inform DEQ. Resume in water work activities the next morning.
 - c. Note whether sheen and floating matter are present or absent.
2. Turbidity Control Measures:

The Contractor shall implement all reasonably available controls and practices to minimize turbidity during work which may include, but are not limited to:

- a) Schedule, sequence or phase work activities accordingly.
- b) Install and maintain containment measures for work areas.
- c) Limit the number and locations of crossing events with flowing surface water.
- d) Isolate excavated, disturbed and stockpiled material for edge of flowing surface water.
- e) Apply other effective turbidity control techniques, such as those throughout DEQ's Oregon Sediment and Erosion Control Manual.

3. Reporting:

- a) Record all turbidity monitoring in daily logs that include calibration documentation; background NTUs; compliance point NTUs; comparison of the points in NTUs; location; date; and time for each reading.
- b) Prepare a narrative discussing all exceedances with subsequent monitoring, actions taken, and the effectiveness of the actions.
- c) Retain copies of daily logs for turbidity monitoring on-site and make available to DEQ, USACE, NMFS, USFWS, and ODFW upon request.

END OF SECTION

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SECTION 31 09 00 INSTRUMENTATION AND MONITORING

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work covered in this Section consists of providing, installing, monitoring, maintaining, and removing instrumentation required to monitor ground and utility movements in the vicinity of the jacking and reception shafts and along the trenchless alignment for the SW Day Road trenchless crossing at locations specified on the Drawings and herein.
- B. The objective of the instrumentation and monitoring is to verify that construction activities related to the trenchless crossing do not adversely impact existing structures.

1.2 DEFINITIONS

- A. Action Trigger Level: Level at which corrective actions are required, including procedural modifications that permit excavation to continue without exceeding the specified Maximum Allowable Movement.
- B. Maximum Allowable Movement: Level at which no further movement will be acceptable and if reached requires work to be halted until the acceptance of a plan detailing corrective actions and restorative measures.
- C. Settlement Monitoring Points: Instruments used to measure vertical movement (settlement or heave) at or near the ground surface using optical surveying methods.
- D. Survey Control: A system of precise field measurements of the types and kinds specified herein, utilizing suitable methods and equipment for determination of elevations, coordinates, and distances for performing monitoring point readings.
- E. Utility Monitoring Point: A system for monitoring vertical movement (settlement or heave) of an existing above ground or subsurface utility.

1.3 QUALITY CONTROL

- A. Calibrate all sensors and readout instruments at the manufacturer's facility prior to shipment.
- B. Provide certification to indicate that the manufacturer's test equipment is calibrated and maintained in accordance with the test equipment manufacturer's calibration requirements, and that all calibrations have been made with equipment certified as meeting standards established by the National Bureau of Standards for that purpose.
- C. Qualifications:

1. Perform survey for location and elevation of utility monitoring points and settlement monitoring points using qualified technicians with previous experience performing the type of survey required. Use a Professional Land Surveyor, registered in the State of Oregon, and with a minimum of 3 years similar surveying experience, to supervise and direct the survey.
2. Perform installation of instruments using qualified technicians with a minimum of 3 years experience and previous experience in the installation of the type of instruments specified herein.

1.4 SUBMITTALS

- A. Qualifications: Provide documentation of surveyor and technicians installing instrumentation qualifications that meets the requirements of paragraph 1.3.C.
- B. Procedures: Submit the following at least 30 calendar days before starting the Work specified in this Section:
 1. Settlement Monitoring Plan: Provide details regarding the Contractor's plan to monitor ground movements as required in the vicinity of the jacking and receiving shafts and for the trenchless crossing. At a minimum, include the following:
 - a. Schedule and outline of procedures and timing for installation and performance of monitoring.
 - b. Detailed plan of proposed monitoring point locations.
 - c. Details regarding all materials that will be used.
 - d. Sample data tables, including information describing the current construction activities (i.e. shaft excavation depths) for each set of monitoring data. Refer to paragraph 3.5 for monitoring schedule.
 - e. Means of coordinating access to any monitoring points outside of the Contractor's work area and control.
 2. Corrective Action Plan: Provide a detailed list of potential immediate and other actions the Contractor may employ, after approval by the Owner's Representative, if Action Trigger Level and Maximum Allowable Movement are reached. The Corrective Action Plan shall anticipate potential sources of ground movements caused by the Work (including both shaft and trenchless construction) and provide a number of feasible alternatives for stopping ground movements and/or restoring the structures to their original condition. The Corrective Action Plan, once approved by the Owner's Representative, will be the only source of pre-accepted actions that the Contractor may employ should monitored points exceed Action Trigger Levels and Maximum Allowable Movement and the Work is stopped without additional approval.
- C. As-built Records: Within 72 hours of installation, provide as-built drawings identifying the actual locations of each instrument, including elevations and coordinates.

- D. **Monitoring Data:** Provide updated monitoring data to the Owner's Representative via paper copies and/or the latest version of Microsoft Excel within 12 hours after each set of readings is taken per the monitoring schedule provided herein.

1.5 QUALITY CONTROL

- A. **Survey Methods:** Use closed loop differential leveling methods with a digital level, following the procedures outlined in the latest version of the ODOT "Construction Surveying Manual for Contractors."
- B. **Survey Tolerance:**
1. Install instrumentation within 12 inches of the theoretical location specified or indicated to avoid obstacles or utilities, except where otherwise approved by the Owners' Representative.
 2. The tolerance for monitoring point measurement shall be plus or minus 0.01 foot.
- C. Allowable movement and trigger levels are summarized in the table below.

Feature	Action Trigger Level	Maximum Allowable Movement
Existing Utilities	Vertical: 0.5" (0.04')	Vertical: 1.0" (0.08')
Ground Surface/Roadways	Vertical: 0.5" (0.04')	Vertical: 1.0" (0.08')

1.6 CONTRACTOR FURNISHED POINTS AND INDICATORS

- A. The monitoring points described in this Section and as shown on the Drawings, delineate the minimum required monitoring points and systems. The Contractor, at its own cost, may install and monitor additional monitoring points or indicators at locations other than those specified herein upon approval from the Owner's Representative. Inform the Owner's Representative in writing of the description and proposed locations of such additional monitoring points/indicators. Make all additional monitoring point data available to the Owner's Representative for evaluation.

1.7 AVAILABILITY OF DATA

- A. Perform all data collection and monitoring point readings and submit to the Owner's Representative each day within 24 hours of the end of work shift. Do not disclose data reports or any other unprocessed data, readings, and observations to third parties outside of the Contract without the express written permission of the Owner's Representative. In the event of noted abnormal monitoring data or in the event of construction-induced damage, increase the frequency of data collection, install additional monitoring points, or provide additional monitoring at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Ensure that all instrumentation as shown on the Drawings for a specific element of Work is on site and approved by the Owner's Representative before start of Work for that element.
- B. Upon delivery, check all instrumentation components for completeness and damage. When determined correct and undamaged, deliver all components not to be installed at the Project site to the Owner's Representative.
- C. Provide the monitoring data in an Excel spreadsheet with monitoring points as column headers and each day's measurement as rows. Contractor to coordinate monitoring data transfer with Owner's Representative.

2.2 SETTLEMENT MONITORING POINT

- A. As shown on the Drawings or as approved by the Owner's Representative.

2.3 UTILITY MONITORING POINTS

- A. As shown on the Drawings and as follows, or as approved by the Owner's Representative.
 - 1. Use black steel pipe and threaded couplings, ASTM A53, welded, standard weight, for outer casing.
 - 2. Use FRP or stainless steel rod for inner bench mark monitoring rod.
 - 3. Use oakum or other approved filler for placement between the inner benchmark and outer casing that is suitable for use in settlement markers to prevent migration of debris between benchmark and outer casing.
 - 4. Provide traffic-rated steel monument box with cover at each installation location.

2.4 TRAFFIC RATED STEEL MONUMENTS

- A. Furnish 8-inch ID traffic rated monuments with access cover and install at the ground surface to protect installed instrumentation.
- B. Use steel of sufficient strength to withstand HS-20 traffic loading.
- C. Provide a watertight access cover.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install instrumentation at the locations indicated unless otherwise directed by the Owner's Representative. The monitoring points must be protected from disturbance due to construction activities and vehicular traffic. Install in accordance with the manufacturer's printed instructions and as specified in this Section. Install within the accuracy limits specified by the manufacturer.

3.2 SETTLEMENT MONITORING POINTS

- A. Install settlement monitoring points as shown on the Drawings or as approved by the Owner's Representative.

3.3 UTILITY MONITORING POINTS

- A. Install utility monitoring points as shown on the Drawings and as follows, or as approved by the Owner's Representative.
1. Notify and obtain utility owner approval prior to installing utility monitoring point.
 2. Utility monitoring point shall be installed by vacuuming a hole above the buried utility to be monitored.
 3. Utility shall be cleaned in the area of the elevation rod installation.
 4. Casing shall be centered over the rod using centralizers.
 5. Casing shall be cut to form a tight fit over the utility.
 6. Ensure installation of monitoring point does not damage the pipe coating.
 7. Backfill around the casing shall be with the removed material.
 8. Provide traffic rated, flush mount, monument box as specified herein at each installation.
 9. Presence of a representative from gas, electrical, and water utilities shall be on site during installation of instrumentation if required by utility owner.

3.4 TRAFFIC RATED MONUMENT BOX WITH ACCESS COVER

- A. Set monuments in place with either a bituminous or concrete patching material with 2-inch annular thickness around the monument.
- B. Inside each monument, install a hardened domed head nail embedded into concrete to serve as a leveling point.
- C. Grout monuments in place and paint with a bright orange paint. In areas where instrumentation is subject to damage by construction operation, install suitable barriers or guard posts as necessary to protect the monuments.

3.5 MONITORING SCHEDULE

- A. Monitor Instrumentation according to the frequency shown in the table below.

Distance (feet)	Settlement Monitoring Points	Utility Monitoring Points
-100 to 0	each shift	each shift
0 to +100	each shift	each shift

+100 to +200	twice weekly	twice weekly
>+200	monthly	monthly

Distance measured along longitudinal plan tunnel centerline

-100 denotes 100 ft ahead of the tunnel face

+200 denotes 200 ft behind the excavated tunnel face.

- B. Monitor Settlement Monitoring Points and Utility Monitoring Points at least once a week for a minimum of two weeks following completion of the casing installation prior to removal.
- C. Instrumentation will be monitored more frequently if the measurements detect significant, anomalous, or suddenly changing deformations.
- D. Demonstrate functionality of instrument installation by means of one set of readings.
- E. Take baseline readings five days following the instrument installation. When two sets of readings taken one day apart indicate consistent readings within the limits of the instrument accuracy, tunnel excavation within 200 feet and pipeline excavation within 50 feet of the instrument location can proceed, and shaft excavation can start.
- F. Submit an action plan should the installed instrumentation not demonstrate consistent baseline readings.
- G. Coordinate instrumentation monitoring activities with ongoing work. Make probes, sensors, and readout devices available as required.
- H. Temporarily cease activities that create hazards to instrument monitoring or surveying personnel.
- I. Be available to discuss the interpretation of instrumentation data as used in evaluating tunneling and shaft excavation performance and controlling settlements to prevent damage to structures, facilities and utilities.
- J. Provide all corrective measures, modifications, or instrument replacements.

3.6 CORRECTIVE ACTIONS

- A. Should verified measurements of any monitoring point indicate that deflections exceed the Action Trigger Levels specified herein, the Contractor shall determine its preferred Correction Action and implement immediately.
- B. Should verified measurements of any monitoring point indicate that deflections exceed the Maximum Allowable Movement, all project work associated with shaft construction and trenchless installation shall stop. The Contractor shall determine its preferred Corrective Action and immediately discuss its proposed plan with, and receive approval confirmation from the Owner's Representative. The Owner's Representative may choose to allow and/or require immediate implementation of specific preapproved corrective action as detailed in the Corrective Action Plan submitted previously by the Contractor.

- C. After implementing the approved corrective action, the Contractor shall verify success of the corrective action by completing additional surveys of the monitoring points. If the verification surveys indicate that the corrective action was not successful or if measurements show increased deflection, then the Contractor shall cease all related operations contributing to the movements, if not already ceased. Submit a revised Corrective Action Plan to resolve the ground movements. Repeat the above process until results are to the satisfaction of the Owner's Representative.
- D. Work shall not recommence until results acceptable to the Owner's Representative have been achieved. This may include, at the discretion of the Owner's Representative, restoring the deflected element(s) to their original position, demonstrating that deflections have been controlled and are not progressing, and modifying construction methods to avoid further unacceptable deflections.
- E. If the Contractor's corrective actions fail to maintain deflections within the Maximum Allowable Movement, then the Owner's Representative reserves the right to stop Work, or maintain Work stoppages, at no additional cost to the Owner until the Contractor implements adequate control measures to the satisfaction of the Owner's Representative. For prolonged Work stoppages, the Owner's Representative may direct the Contractor to stabilize temporary conditions by backfilling, shotcreting, supplementary ground support or improvement, or other means. This may also include other emergency methods to protect adjacent property. The Contractor shall be responsible for all related costs and delays associated with Work stoppages due to exceeding the Maximum Allowable Movement specified herein.

3.7 PROTECTION AND MAINTENANCE

- A. Protect and maintain instruments throughout the duration of monitoring.
- B. Provide protective barriers or protection around instruments in construction areas that are suitable for protecting instruments from damage due to construction activities.
- C. Repair or replace damaged or missing instrument components or entire instruments as required within 24 hours of detection of damage, or as directed by the Owner's Representative. Repair damage to any instrument at no additional cost to the Owner.

3.8 REMOVAL OF INSTRUMENTS

- A. Prior to Final Completion of the Work and at such times as approved by the Owner's Representative, remove the instrumentation installations. Backfill holes and restore surfaces to be even with the surrounding surfaces. Patch and clean the surface to present an appearance equal to the surrounding surface as required by the permitting agency.

END OF SECTION

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SECTION 31 41 00

SHAFT EXCAVATION AND SUPPORT

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work specified in this Section includes minimum requirements for the support of excavations for the jacking and receiving shafts located for the SW Day Road trenchless crossing.
- B. Design, furnish, install, and maintain a system of supports, including all bracing, ground stabilization or treatment, and associated items, to retain shaft excavation in a safe manner, to control ground movements, and to prevent damage to adjacent utilities and facilities. Upon completion of the required construction, remove the support system and backfill the shaft excavations, as specified herein.
- C. The American Iron and Steel Provisions apply to this project. Any iron or steel (e.g., steel sheet piles and supports) that the Contractor plans to permanently leave in place after construction must comply with the American Iron and Steel Provisions. Refer to Section 01 11 00, Summary of Work.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials (AASHTO)
 - 1. M-133(86) – Preservatives and Pressure Treatment Process for Timber
- B. American Concrete Institute (ACI)
 - 1. 318 - Building Code Requirements for Reinforced Concrete
- C. American Institute of Steel Construction (AISC)
 - 1. Manual of Steel Construction
- D. American National Standards Institute/American Welding Society (ANSI/AWS)
 - 1. D1.1 - Structural Welding Code - Steel
- E. American Society for Testing and Materials (ASTM)
 - 1. A36 – Standard Specification for Carbon (SSF) Structural Steel
 - 2. A328 – SSF Steel Sheet Piling
- F. International Building Code (IBC)
- G. Oregon Standard Specifications for Construction (OSSC)
 - 1. Section 00540 – Structural Concrete.
- H. West Coast Lumber Inspection Bureau (WCLIB)

1. Grading Rules

- I. Western Wood Products Association (WWPA)

1. Grading Rules

1.3 SUBMITTALS

- A. Provide the name and qualifications of the shaft excavation and support contractor and shaft excavation and support superintendent responsible for constructing the excavation support system. Include a list of past excavation support design projects during the past 5 years showing: date of work, location, project name, owner, and type of excavation system used. Experience requirements are included in paragraph 1.4.
- B. Provide the name and qualifications of the excavation support system designer responsible for the shaft excavation support system design. Include a list of past excavation support design projects during the past 5 years showing: date of work, location, project name, owner, and type of excavation support system used. Experience requirements are included in paragraph 1.4.
- C. Construction method to be used for the installation of each system.
- D. Working drawings indicating means and methods of excavation and support at each shaft. Include, as a minimum, the sequence of operations, equipment to be used, and arrangements of supports. Indicate sizes, shapes, material specifications, and elevations, as related to the depth of excavation at intermediate stages of construction.
- E. Calculations for excavation support systems. Calculations shall include estimates of likely deflections, deformations or settlement of the support system and maximum tolerable values. Provide calculations for jacking shafts, applying the jacking loads to the thrust restraint system, and indicate resulting stresses and deflections applied to the shaft. Calculations shall be sealed by a Professional Engineer registered in the State of Oregon.
- F. Shop drawings showing dimensions and elevation, and structural details for each excavation support system utilized at each shaft. Include on the drawings any required construction sequence, preloading, testing, monitoring, and rebracing/removal requirements. Shop drawings shall be prepared and sealed by a Professional Engineer registered in the State of Oregon.
- G. Provide American Iron and Steel (AIS) step certification letter(s) for any iron or steel that the Contractor plans to permanently leave in place after construction.
- H. Site drainage and groundwater control details for each shaft. Provide a description of the means and methods that will be used to control groundwater during the shaft excavation process. See Section 31 23 19, Dewatering for dewatering requirements.
- I. Excavation subgrade treatment details for each shaft, including details of working slab, subdrains, and sump construction.

- J. Break-in/Breakout plans for each shaft indicating support installed and ground stabilization or treatment measures implemented to maintain excavation support and stability when breaking in or out of jacking (entry) pit and into receiving (exit) pit. Provide details of launching seals, and ground improvement provisions where applicable.
- K. Quality Control Procedures:
 - 1. Materials testing requirements and results.
 - 2. Deflection monitoring requirements and results.
- L. Submit a schedule showing the sequence and duration of activities for shaft excavation, support, and groundwater control measures.
- M. Submit a contingency plan for alternative or supplementary procedures to be implemented if excavation support system performs unsatisfactorily or if groundwater control measures are inadequate.
- N. A Settlement Control Plan to protect existing facilities, utilities, structures, streets, newly installed pipeline, and other improvements from damage due to settlement resulting from excavation and support. Include specific methods and procedures to be used to minimize ground loss. Include procedures for monitoring for loss of ground, ground control procedures, and grouting plans.
- O. Materials:
 - 1. Granular Shaft Backfill – Submit product data meeting the requirements of Section 31 23 00, Earthwork.

1.4 QUALITY CONTROL

- A. The shaft excavation and support contractor shall have a minimum of 5 years of history and experience with excavation support systems and shall have constructed a minimum of three projects more than 20 feet deep. The shaft excavation and support superintendent must have a minimum of 3 years of experience as a superintendent of projects of similar scope.
- B. The excavation support system designer must be a Professional Engineer registered in the State of Oregon who has a minimum of 5 years of experience in the design of excavation support systems.
- C. Tolerances:
 - 1. Location of the excavation supports is within 3 inches of that shown on the working drawings.
 - 2. No portion of the excavation support system element extends beyond the temporary construction easement limits indicated on the Drawings.
 - 3. Verticality of sheet piles or soldier piles is within 1.5 percent of the total height of the wall.
- D. Provide for contingencies as follows:

1. Monitor performance of support system components, for both vertical and horizontal movement as required in paragraph 3.1.A.
2. Provide a contingency plan for alternative procedures to be implemented if the support system does not perform as specified herein and as defined in the submitted calculations or if the ground water control system does not perform to expectations.
3. Keep on hand materials and equipment necessary to implement the contingency plan.

1.5 SUMMARY OF GROUND CONDITIONS

- A. The subsurface soil and groundwater conditions are summarized in the Geotechnical Data Report (GDR) for the project which is included as a Reference Document.
- B. Locations of existing facilities, structures, underground utilities, and systems shown on the Drawings are approximate. Field verify exact location and nature of utilities, structures, facilities, and systems prior to excavation.

1.6 DESIGN CRITERIA

- A. General:
 1. Size the shaft excavation as required to allow for construction of the indicated facilities within the tolerances and limits specified and in consideration of the following:
 - a. Fabricated dimensions of the initial support system subject to the requirements of Section 33 05 23.16, Trenchless Construction including tolerances and clearances.
 - b. Minimum dimensions and clearance requirements related to the means and methods for performing the work.
 2. Design shaft excavation support systems and working slabs to withstand earth pressures, hydrostatic pressures, bottom heave, equipment loads, applicable traffic and construction loads, and other surcharge loads to allow the safe construction of the trenchless crossing while maintaining settlement of the ground surface, roadways, and utilities below limits specified in Section 31 09 00, Instrumentation and Monitoring. The design lateral earth pressures for temporary excavation support are shown on the Drawings. Design excavation support systems to be compatible with the earth pressures included in the Drawings, and the geologic conditions presented in GDR in accordance with AISC and ACI code provisions, as applicable.
 3. Acceptable excavation support methods include the use of steel sheet piling, soldier piles and lagging, structural steel wales and struts, or equivalent systems, as appropriate for the ground conditions. Tieback or soil nail systems are not acceptable excavation support methods.

4. Provide construction stage loadings, as applicable, for a staged removal of the ground support system that conforms to the pipe, structure placement, and backfill indicated. Consider provisions for future construction, and limits on bracing level elevations.
5. Design each member or support element to support the maximum loads that can occur during construction with appropriate safety factors.
6. Employ wales, struts, and beams for bracing and lateral support as required for excavation. Provide struts with intermediate vertical and horizontal supports as required to prevent buckling.
7. Provide a groundwater control system for each shaft in accordance with Section 31 23 19, Dewatering.
8. Design break out framing and suitable launching seals, ground improvement and/or ground treatment provisions, as applicable, to maintain excavation support and to prevent groundwater inflow or loss of ground when breaking out of or into shaft excavations.
9. Design a working slab for each shaft bottom to provide stable support for construction operations and to resist hydrostatic uplift, as applicable.
10. Locate shafts at the locations shown and as required to construct the pipeline between the stations indicated on the Drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use steel sheet piling that is continuous interlocking type ASTM A328 of appropriate shape and provided with at least one 2-1/2-inch-diameter handling hole on the centerline of the web located at least 6 inches from each end of the sheet pile.
- B. Use fabricated connections and accessories, steel H-piles, WF shapes, and other structural steel that conform to the requirements of ASTM A36, unless otherwise approved.
- C. Use concrete satisfying the requirements of Section 00540 – Structural Concrete, of the Oregon Standard Specifications for Construction.
 1. Shoring elements:
 - a. Use lean concrete for encasement of steel H-piles in predrilled holes below the final level of excavation.
 - b. Use a concrete mix with one sack of cement per cubic yard of concrete for encasement of steel H-piles above the final level of excavation.
- D. Use dimensional lumber with minimum allowable stress of 1,100 psi for wood lagging.

1. Provide lagging with the stress grade in conformance with the allowable stresses of the IBC. If lagging is to remain in place, use treated lumber in accordance with AASHTO M133.
 2. Use lumber that is grade marked by WWPA or WCLIB with species and grade conforming to those shown on approved shop drawings.
 3. Limit deflections in wood lagging to $L/600$.
- E. Use steel lagging per ASTM A-36 with minimum plate dimensions of 1-inch thickness. Allowable deflection in lagging is limited to $L/600$.
- F. Use granular shaft backfill materials meeting the requirements of Section 31 23 00, Earthwork.

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. General

1. Employ methods of construction for shafts that ensure the safety of the work, the construction workers, the public, and adjacent property and improvements, whether public or private.
2. Adequately protect existing structures, utilities, trees, shrubs, and other existing facilities. Repair damage to existing facilities.
3. Protect temporary facilities, until they are no longer required, and when temporary supports and other protective means are no longer required, remove and dispose of as specified.
4. Do not exceed 3 feet of unsupported sidewall soil height.
5. Install excavation support systems in accordance with design requirements. Do not proceed with excavation to the next level until bracing has been installed and tightly blocked or shimmed to provide proper support of the excavation.
6. Monitor performance of excavation support system for both horizontal and vertical deflections daily during excavation, and at intervals not to exceed 7 days following the completion of excavation work. If monitoring data indicates that deflections have exceeded estimated values, or if displacement rate is increasing, increase frequency of monitoring as required by the Owner's Representative. Prepare and implement a plan to stiffen the shoring system that will not exceed the allowable deflections.
7. Monitor overhead clearance envelope in vicinity of power lines.

B. Groundwater and Surface Water Control

1. Control groundwater for shaft excavations where groundwater is anticipated to be encountered in accordance with Section 31 23 19, Dewatering.

C. Excavation

1. Complete all excavations regardless of the type, nature, or condition of the materials encountered. Use hand methods for excavation that cannot be accomplished with mechanical excavation equipment without endangering existing or new structures or other facilities.
2. Excavation includes all excavating, moving, hauling, and disposal, including but not limited to, existing pavements, walks, driveways, surfacing, slabs, curbs, gutters, and similar cement concrete structures, bituminous materials, all rock or gravel road surfacing materials, abandoned sewers, and other pipes and conduits, logs, piling, footings, foundations, vaults, and chambers, when such materials are within the limits of excavation for the Work.
3. In removing pavements, curbs, driveways, and similar structures, make cuts where an abutting structure or a part of a structure is to be left in place. Make the cuts clean, smooth, and vertical.
4. When the precise location of subsurface utilities or structures is unknown, locate such structures by hand excavation prior to utilizing mechanical excavation, drilling, augering, or boring equipment.

3.2 INSTALLATION

A. Soldier Piles and Lagging:

1. Install soldier piles to the tip elevations shown in the approved working drawings.
2. Excessive vibration during the soldier pile installation and extraction shall not be permitted if vibration methods are used. Settlement points shall be monitored during installation to confirm that no settlement occurs due to pile installation and extraction. The Contractor is solely responsible for the settlement and damage of the adjacent existing facilities from installation, operation, and extraction of the shoring system.
3. If predrilled piles are used, encase pile with concrete from the tip to the bottom of the final excavation after a pile has been seated plumb in the drill hole.
4. Install lagging and steel sheeting with no gap unless specifically approved. At no time shall there be more than 3 feet of unsupported ground.
5. As installation progresses, backfill the voids between the excavation soil face and the lagging or sheeting with grout or sand. Use materials such as hay or burlap where necessary to allow drainage of groundwater without loss of soil or packing material.
6. If unstable material is encountered, take suitable measures to retain it in place or to otherwise prevent soil displacement.

7. Perform dewatering as needed as specified in Section 31 23 19, Dewatering, prior to excavation for sheeting and lagging.
8. Do not exceed 15 inches of exposed excavated face below the last-placed lagging. Extend lagging down to excavation subgrade.
9. Keep a sufficient quantity of material on hand for sheeting, shoring, bracing, and other operations for protection of work and for use in case of accident or emergency.

B. Steel Sheet Piling:

1. Install steel sheet piling in plumb position with each pile interlocked with adjoining piles for its entire length so as to form a continuous diaphragm throughout the length of each run of wall, bearing tightly against original ground. Install sheeting to depth shown in the approved shop drawings.
2. Exercise care during installation so that interlocking members can be extracted, if required, without damage to adjacent ground.
3. Provide installation equipment that is suitable for the type and nature of the subsurface materials anticipated to be encountered. Use equipment, and methods of installation, cutting, and splicing that conform to the approved shop drawings.
4. Excessive vibration during the sheet pile installation and extraction shall not be permitted. Settlement points shall be monitored during installation to confirm that no settlement occurs due to sheet pile installation and extraction. The Contractor is solely responsible for the settlement and damage of the adjacent existing facilities from installation, operation, and extraction of the shoring system.

C. Internal Bracing Support System:

1. Install all bracing support members and maintain in tight contact with each other and with the surface being supported.
2. Preload bracing members with jacking struts and shores in accordance with loads, methods, procedures, and sequence as described on the approved shop drawings. Coordinate excavation work with bracing installation and preloading. Use steel shims and steel wedges welded or bolted in place to maintain the preloading force in the bracing after release of the jacking equipment pressure. Use procedures so as to produce uniform bracing member loading without appreciable eccentricities, overstressing, or support member distortion. Provide suitable steel spacers/shims where required to fill any gaps between the walers and sheet piling.
3. Provide struts with intermediate bracing as needed to enable them to carry their maximum design load without distortion or buckling. Provide diagonal bracing as necessary to maintain the stability of the system. Provide web stiffeners, plates, or angles as needed to prevent rotation, crippling, or buckling of connectors at points of bearing between

structural steel members. Allow for eccentricities resulting from field fabrication and assembly.

4. Use walers in conjunction with struts to transfer lateral pressure from wales to the struts.
5. Bolt or weld all connections between bracing elements and to the walls. Do not use connections that rely on friction between the elements.
6. Construct excavations to a depth no more than 3 feet below the elevation of the support member about to be placed.

3.3 SHAFT BACKFILL

- A. Place granular shaft backfill material in accordance with Section 31 23 00 - Earthwork.

3.4 REMOVAL OF SUPPORT SYSTEM

- A. All shoring elements, including sheet piles, wales, struts, lagging, and sheeting must be removed or cut off a minimum of 5 feet below the ground surface.
- B. Removal of the support system shall be performed in a manner that will not disturb or harm adjacent construction facilities or the installed casing or pipeline. All voids created by the removal of the support system shall be immediately filled with granular shaft backfill, grout, or lean concrete as approved by the Owner's Representative.
- C. The support system removed from the excavation will remain the property of the Contractor and shall be removed from the site.

END OF SECTION

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SECTION 33 05 23.16

TRENCHLESS CONSTRUCTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for trenchless construction methods to construct the pipeline at the SW Day Road trenchless crossing.
- B. The Contractor shall furnish and install a jacked steel casing pipe as shown on the Drawings, complete and in place, and in accordance with the requirements of the Contract Documents. Carrier pipe installation within the steel casing shall be in accordance with the requirements contained within this Section.
- C. The Contractor shall select means and methods for trenchless construction in accordance with the requirements within this Section.

1.2 REFERENCES

- A. Occupational Safety and Health Administration (OSHA) Regulations and Standards for Underground Construction – 29 CFR Part 1926, Subpart Section 1926.800.
- B. Oregon Occupational Safety and Health Code, Oregon Administrative Rules, Chapter 437, Division 3, Construction, Subdivision S – Underground Construction, Caissons, Cofferdams, and Compressed Air, Oregon Occupational Safety and Health Division (OR-OSHA).
- C. American Society for Testing and Materials (ASTM): A36 – Standard Specification for Carbon Structural Steel.
- D. American Welding Society (AWS): D1.1 – Structural Welding Code.

1.3 DEFINITIONS

- A. Auger Boring: A trenchless technique that consists of jacking a casing through the ground while a cutting head and augers within the casing remove spoils from the excavation face.
- B. Backfill Grouting: Injection of cementitious grout to completely fill the annular space between the carrier pipe and casing pipe.
- C. Casing Pipe: Steel pipe installed within which the carrier pipe is placed. Also referred to as casing.
- D. Carrier Pipe: Service pipeline placed within casing pipe.
- E. Contact Grouting: Injecting grout to fill the annular void outside the jacked casing pipe.
- F. Flowing Ground: Material that advances like a viscous fluid into the heading when left unsupported. In tunnels below the groundwater table, when seepage develops at the working face, raveling or running ground is transformed into

flowing ground. Silt, sand, and gravel below the groundwater table without significant cohesion will exhibit flowing ground behavior.

- G. Obstruction: An object or feature that lies completely or partially within the excavation and prevents forward movement of the shield or machine.
- H. Pipe Jacking: A tunneling technique that involves installing a casing by jacking it into place from a jacking pit or shaft, using hydraulic jacks. Excavation is carried out within a shield in front of the lead casing segment using hand-mining or mechanical methods, or with mechanized equipment such as a tunnel boring machine.
- I. Raveling Ground: Material that breaks up into chunks, flakes, or angular fragments when left unsupported. This process is time-dependent, and materials may be classified by the rate of disintegration as fast or slow raveling. In *fast raveling* ground, the process starts within a few minutes; otherwise, the ground is *slow raveling*. For a material to be raveling, it must be moderately coherent and friable, or discontinuous. Materials exhibiting this behavior include fine moist sand; sands and gravels with clay binder; stiff, fissured clays; friable (weak) rocks; and jointed rocks.
- J. Running Ground: Material that will invade the tunnel until a stable slope is formed at the tunnel face when left unsupported. Stand-up time is zero or nearly zero. Running ground consists of dry, granular materials such as clean, medium to coarse sands and gravels above the groundwater level. Materials intermediate between running and raveling are described as *cohesive running*.

1.4 SUMMARY OF GROUND CONDITIONS

- A. The subsurface soil and groundwater conditions are summarized in the Geotechnical Data Report (GDR) for the project which is included as a Reference Document.
- B. The trenchless crossing will be completed in Fine-Grained Missoula Flood Deposit material consisting of soft to stiff high plasticity, sandy silt to lean clay with sand. Perched groundwater will be encountered within the Missoula Flood Deposits and levels are expected to vary seasonally with changes in precipitation, resulting in groundwater highs occurring in spring and lows occurring in the early- to mid-fall season.
- C. Within the Missoula Flood Deposits, firm to raveling ground conditions will be occur above the groundwater level and fast raveling to flowing ground conditions will occur where groundwater is encountered.

1.5 DESIGN CRITERIA

- A. The construction means and methods selected by the Contractor must be capable of excavating the full range of ground conditions and ground behaviors and control loss of ground.
- B. System Description

1. The trenchless equipment shall be capable of line and grade required to install carrier pipe to the line and grade shown in the Drawings.
 2. The trenchless equipment shall consist of a system with sufficient power so that the shield or machine is capable of performing in the ground conditions indicated in the GDR and over the length of tunnel indicated in the Drawings.
 3. The trenchless equipment shall be a continuous full-circle (360-degree) device suitable for the Work, with a uniform exterior surface from the leading edge to the trailing edge.
 4. The maximum allowable overcut of the trenchless equipment shall not be greater than 1 inch larger in diameter than the outside diameter of the casing pipe.
 5. The system shall have an external contact grouting capability to inject contact grout at the completion of the drive.
 6. Equipment shall have the capability of providing breasting or other measures for fully supporting face of excavation to prevent ground loss during mining and shutdown periods.
 7. The system must control ground surface settlement or heave to limits specified in Section 31 09 00, Instrumentation and Monitoring or less.
 8. The selection of muck handling systems shall consider the disturbed behavior of excavated material and water.
 9. Design the connection between the tail of the shield or machine to the steel casing pipe to prevent soil, lubrication, and water from moving into the tunnel through the joint.
- C. Jacking System:
1. The jacking system shall be capable of continuously monitoring the jacking pressure, the rate of advancement, and the distance jacked.
 2. Develop the jacking system with a uniform distribution of jacking forces on the end of the pipe. Use fire resistant hydraulic fluids.
 3. Thrust Reaction Backstop:
 - a. Designed to support the maximum anticipated jacking load with a minimum factor of safety of 2.0.
 - b. Square with proposed pipe alignment and remain square throughout the jacking operation.
- D. Casing Pipe: Casing pipe shall meet the requirements of Section 33 05 23.20, Steel Casing Pipe.
- E. Design a casing spacer system that fully supports the carrier pipe; protects the pipe from flotation, movement, and damage during backfill grouting; electrically isolates the carrier pipe from the casing pipe; and allows for installation of the carrier pipe in accordance with specified tolerances. Design

casing spacers to support the weight of the carrier pipeline filled with water. Maximum casing spacer spacing shall be per the manufacturer recommendations and in no case shall there be less than 2 casing spacers per pipe section.

F. Contact Grout:

1. Neat cement grout with a proportion of 1:1 (by volume).

G. Backfill Grout:

1. Proportion of fine aggregate to cement ratio by weight shall not exceed 5:1.
2. Volume of water shall be as required to produce a flowable, pumpable consistency that will completely fill the annular space between carrier pipe, casing spacers, and casing pipe.
3. Achieve a minimum 28-day compressive strength of 300 pounds per square inch (psi).

H. Tolerances:

1. The casing pipe shall be installed to allow the carrier pipe to be installed at the designed line and grade within the required tolerances while maintaining a minimum annular backfill thickness of 3-inches.
2. The following tolerances apply to the installation of the carrier pipe:
 - a. Horizontal Line Tolerance: 2 inches.
 - b. Vertical Grade Tolerance: 2 inches.
3. No reverse grading or pooling of water shall be allowed within the carrier pipe.

1.6 SUBMITTALS

- A. Provide the qualifications of the contractor, project superintendent, and pipe jacking operator responsible for constructing the trenchless crossing. Include a list of past trenchless construction projects during the past 5 years showing: date of work, location, project name, owner, ground conditions, and trenchless methods utilized. Minimum experience requirements are described in paragraph 1.7.
- B. Provide the qualifications of the Professional Engineer responsible for the calculations required for the trenchless crossing herein. Include a list of past trenchless projects during the past 5 years where they were responsible for the trenchless calculations showing: date of work, location, project name, owner, ground conditions, and trenchless methods utilized.
- C. Provide the qualifications of the Professional Land Surveyor. Include a list of past trenchless construction projects during the past 5 years showing: date of work, location, project name, owner, and trenchless methods utilized.

- D. Working Drawings: The Contractor shall submit working drawings for all fabricated materials including the following:
1. Casing pipe dimensions, wall thickness, location of grout ports, grout port and plug details as applicable for each type of steel pipe.
 2. Casing spacer dimensions and details.
- E. Working Drawings and Methods Statements:
1. Trenchless Plan:
 - a. Trenchless Plan shall be submitted not less than 30 days before any work relating to the trenchless operation is commenced. No excavation for trenchless operations shall be undertaken until receipt of the Owner's written acceptance of the plan.
 - b. Details of the tunneling machine or shield type including dimensions, weight, power and torque capabilities, rotational capabilities, and configuration of cutterhead, as applicable.
 - c. Detailed plans of the methods and procedures to be utilized to complete the Work. Include descriptions of trenchless construction operations, details of jacking system, and jacking reaction block.
 - d. Description of specific shield or machine capabilities for maintaining a stable tunnel heading and minimizing ground loss.
 - e. Description of methods and capabilities for controlling ground conditions and preventing loss of ground at the tunnel heading during launch, during tunnel excavation, and during reception.
 - f. Casing pipe installation schedules which include schedules of excavation, welding, contact grouting, carrier pipe installation, and backfill operations.
 - g. Details related to field welding of steel casing. Include shop drawing, procedures, welders' licenses, and welding schedule.
 - h. Locations, sizes and design of jacking and receiving pits. Jacking and receiving pits shall be in accordance with Section 31 41 00, Shaft Excavation and Support.
 - i. Detailed description of ventilation and lighting.
 - j. Description of the guidance, alignment control, and steering systems, including a description of the surveying methods to set laser positions, a description of procedures to check laser, and a description to reset or realign laser during construction.
 - k. Details of casing lubrication system and description of lubricants to be used during pipe jacking, including manufacturer's literature.
 - l. Spoils handling operations plan including mucking systems and muck handling and transportation equipment used to convey muck out of the casing.

- m. Information defining the proposed jacking system including:
 - 1) Capacity, number, and arrangement of jacks.
 - 2) Details of thrust ring, jacking controls, pressure gages, and calibration data for jacks indicating pressure versus load relationship.
 - n. Calculations stamped and signed by a Professional Engineer licensed in the State of Oregon:
 - 1) An estimate of the maximum jacking force expected to be required to complete the drive.
 - 2) The thrust resistance for the shaft wall and calculated shaft wall deflection at maximum thrust. Coordinate with shaft design and related shaft submittals.
 - o. Details of methods, procedures, proposed pressures, grout mix design, and equipment for contact grouting to fill voids and displace any lubricant outside the casing. Indicate closure criteria for each grout port hook up.
 - p. Line and grade calculations and layout for casing pipe installation.
2. Carrier Pipe Installation Plan:
- a. Installation of carrier pipe including sequence and methods for installing, supporting, and blocking the pipe in the casing pipe.
 - b. Methods, procedures, and equipment for backfill grouting including proportioning, mixing, batching, and delivery. Describe procedures to completely fill voids between carrier pipe and casing.
 - c. Details on casing spacer system, materials, dimensions and installation procedures and recommendations.
 - d. Backfill grout mix design.
 - e. Calculations stamped, dated, and signed by a Professional Engineer licensed by the State of Oregon for:
 - 1) Backfill grout pressure limits.
 - 2) Maximum grout lift height.
 - 3) Pipe flotation forces.
 - 4) Bulkhead design.
3. Safety plan for personnel conducting the tunnel or jacking operations and appurtenance installation.
4. Respiratory Protection and Exposure Monitoring Plan for welders.
5. Contingency Plan: Provide a work plan that as a minimum addresses the following items:

- a. Loss of face control and/or excessive ground loss.
 - b. Inflow of water beyond 5 gallons per minute.
 - c. The casing pipe hits an obstruction.
 - d. The drive is not completed and 80 percent of the maximum allowable jacking forces has been attained.
- F. Recordkeeping:
- 1. Daily log: During trenchless installation operations, the Contractor shall submit a daily log including jacking forces, pipe position in relation to line and grade, lubrication volume, pumping pressure, volume of muck, problems with equipment, durations and reasons for delays, etc.
 - 2. Contact grout and backfill grout reports and records: Maintain and submit daily logs of grouting operations, including grouting locations, pressures, volumes, and grout mix pumped, and time of pumping. Note any problems or unusual observations on logs.
- G. Surface monitoring data in accordance with Section 31 09 00, Instrumentation and Monitoring.

1.7 QUALITY CONTROL

- A. Contractor Qualifications: Submit written documentation as supporting evidence of the qualifications of the trenchless installation contractor, its superintendent, and equipment operator.
- 1. Contractor shall have a minimum of 5 years of successful experience with trenchless construction in soil at similar diameters, at similar depths, with comparable equipment. Provide owner references names, addresses, and telephone numbers. The Contractor must have completed at least 3 trenchless projects with a minimum diameter of 60 inches in diameter in the last 5 years.
 - 2. The actual work shall at all times be performed under the direct supervision of an approved, experienced Project Superintendent with at least 5 years recent on-the-job supervision experience on similar projects. The Project Superintendent must have completed at least 3 projects involving trenchless construction with a minimum diameter of 60 inches constructed by similar methods.
 - 3. Each pipe-jacking operator shall have at least 5 years continuous demonstrated experience as pipe jacking operator with comparable equipment in similar ground conditions.
 - 4. All pipe-jacking operators and superintendents shall read the Geotechnical Data Report to familiarize themselves with the geotechnical conditions to develop their means and methods to suit the project geologic conditions.

5. Key personnel operating and maintaining pipe-jacking equipment, including the guidance system, and pipe-jacking equipment, must have received training from the manufacturers. Proof of training (i.e., certification from manufacturer) shall be provided.
- B. Professional Engineer qualifications: The engineer responsible for the support calculations of the trenchless crossing shall be a Professional Licensed Engineer in the State of Oregon who has a minimum of 5 years of experience in the design of trenchless crossings.
- C. Professional Land Surveyor qualifications: The surveyor responsible for line and grade control of the trenchless installation shall be a Professional Licensed Surveyor registered in the State of Oregon who has prior experience in surveying line and grade of pipe in similar underground projects.
- D. The Contractor shall give the Owner's Representative a minimum of 7 days advance notice of the start of an excavation or pipe-jacking operations.
- E. All welding procedures used to fabricate steel casings shall be prequalified under the provisions of ANSI/AWS D1.1. Welding procedures shall be required for, but not necessarily limited to, longitudinal and girth or special welds for pipe cylinders, casing joint welds, reinforcing plates and grout coupling connections.
- F. Notify existing utilities. Before commencing construction activities near existing natural gas, petroleum pipelines, and water mains, contact representatives from each utility and schedule potholing, excavation, jacking, and boring activities so representatives from utility owners can be on site if required. No construction activity related to jacking or boring operations including but not limited to potholing, excavation, stockpiling materials, or tunneling shall occur without written permission from utility owners.
- G. Pothole all utilities that may cross the alignment or that may be located within 10 feet of jacking or receiving pits and all other excavations associated with trenchless construction operations using vacuum extraction methods to reduce damage potential to the utility. Potholes shall identify type, depth, location, and size of utilities. Notify utility owner and abide by their requirements before and during potholing operations.
- H. Prior to contact grouting, verify calibration of flow meter, and pressure gauges.
- I. Backfill Grout Testing:
 1. The Owner or Owner's Representative shall perform testing of grout samples during backfill grout placement between the carrier pipe and casing pipe.
 2. A minimum of one set of four 4-inch by 8-inch grout samples for compressive strength testing per 50 cubic yards of grout placed, or one set for each day grout is placed.
 3. Perform compressive strength testing at 7 days (one test) and 28 days (two tests). Perform tests following ASTM C39.

1.8 DELIVERY, HANDLING, AND STORAGE

- A. Casing pipe or carrier pipe delivered with visible damage shall not be used. Damaged or defective pipe shall be marked with a permanent marking as rejected and shall be promptly removed from the job site.
- B. Permalok connections shall be examined at the time of shipment and shall be free of injurious defects or that section shall be rejected and repaired prior to shipping.
- C. Use proper tools and equipment to handle pipe. Slings shall be made of rope, nonmetallic webbing, or other materials that will not damage the pipe. Chain or cable slings or chokers shall not be used to handle the pipe. Lifting eyes, if used, shall be constructed to provide uniform bearing along the top of the pipe. Lifting eyes shall be used only when approved by the pipe manufacturer.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Pipe Jacking Equipment:
 - 1. Meet the minimum requirements identified in paragraph 1.5.
- B. Grouting Equipment:
 - 1. Equipment for mixing and injecting contact grout shall be adequate to satisfactorily mix and agitate the grout and force it into the ports, as required, in a continuous flow at the desired pressure.
 - 2. Pumps shall be capable of continuously developing a sustained pressure at the grout port connection.
 - 3. Two pressure gauges shall be provided, one at the grout pump and one at the collar of each port being grouted. The accuracy of the gauges shall be periodically checked with a calibrated pressure gauge. An adequate supply of spare pressure gauges shall be onsite at all times.
 - 4. Suitable stop valves shall be provided at the collar of each port for use in maintaining pressure as required, until the grout has set.
 - 5. The grouting equipment shall be provided with a meter to determine the volume of grout injected. The meter shall be calibrated in cubic feet to the nearest one-tenth of a cubic foot.
 - 6. The grouting equipment shall be maintained in satisfactory operating condition throughout the course of the work to ensure continuous and efficient performance of grouting operations.

2.2 MATERIALS

- A. Steel Casing Pipe: Provide casing pipe in accordance with Section 33 05 23.20, Steel Casing Pipe

- B. Bentonite: Bentonite shall be a commercial-processed powdered bentonite, Wyoming type, such as Imacco-gel, Black Hills, or equal.
- C. Grout materials shall conform to the following requirements:
 - 1. Grout will contain water, Portland cement (Type II, meeting ASTM C150), and various amounts of sand, flyash, and other admixtures based on the application.
 - 2. Ingredients of grout mix are to be noncorrosive to steel and free from calcium chloride.
- D. Lubricant: Lubricant shall be a refined and processed natural high swelling montmorillonite clay (Bentonite slurry) or other product as approved by the Owner as necessary to produce satisfactory lubrication and earth support. Lubricant shall conform to NSF/ANSI Standard 61.
- E. Carrier Pipe: Carrier pipe shall conform to Section 40 20 13, Steel Pipe (AWWA C200, Modified) for Steel Transmission Pipe.
- F. Casing Spacers: Casing spacers shall satisfy the design requirements as specified herein.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Do not begin pipe jacking until the following conditions have been met:
 - 1. Required submittals have been made and the Owner's Representative has completed review and accepted all submittals.
 - 2. A pre-job safety conference has been conducted. Arrange this conference and inform the Owner's Representative of the time and place of the conference not less than 7 working days in advance.
 - 3. Baseline instrumentation readings have been taken and documented.
- B. Shaft construction shall be constructed in accordance with the requirements of Section 31 41 00, Shaft Excavation and Support.
- C. Dewatering shall be in accordance with Section 31 23 19, Dewatering.
- D. Install casing pipe between the limits indicated on the Drawings to the specified lines and grades. Utilize methods that include due regard for safety of workers, adjacent facilities, structures, utilities, and the public.
- E. Conform to all settlement restrictions per Section 31 09 00, Instrumentation and Monitoring and the additional measure defined below:
 - 1. Coordinate with such instrumentation monitoring activities. Make probes, sensors, and readout devices available as required.
 - 2. Temporarily cease activities that create hazards to instrument monitoring or surveying personnel.

3. Instrumentation will be monitored more frequently if the measurements detect significant, anomalous, or suddenly changing deformations, loads or hydrostatic pressures.
4. Be available to discuss the interpretation of instrumentation data as used in evaluating tunneling and shaft excavation performance and controlling settlements to prevent damage to structures, facilities, and utilities.

3.2 WORK AREA PREPARATION AND MAINTENANCE

- A. The Contractor shall be responsible for means and methods of trenchless construction operations and shall ensure the safety of the work, the Contractor's employees, the public, and adjacent property, whether public or private. The Contractor equipment shall comply with all local noise ordinances.
- B. Maintain clean working conditions inside the trenchless construction operation area and remove spoil, debris, equipment, and other material not required for operations. No pipe shall be stored on any city street unless permission is granted in writing by the Owner. Streets shall be cleaned each day with a water truck or street sweeper.
- C. Trenchless construction surface equipment shall be organized for each drive in such a manner as to enable proper operation at all times, to minimize impacts to property owners, and to maintain traffic control patterns shown on the traffic control drawings and specified in the Contract Documents.
- D. Power generation equipment and all other equipment operating on or with fuel or lubrication oils shall be provided with suitable oil and gas containment basins made of plastic lining and sand bags to ensure no loss of oil to drains or water courses or to contaminate the ground.
- E. All equipment shall be maintained and kept in proper repair. All oil, hydraulic, or fuel leaks shall be repaired immediately. All leaks shall be cleaned up immediately and disposed of properly.
- F. Verify locations of existing underground utilities by potholing in areas where equipment or materials may be parked or stored. Do not park equipment or store materials on top of existing underground utilities.

3.3 TEMPORARY VENTILATION

- A. When personnel are underground, furnish and operate a temporary ventilation system, and air monitoring system conforming to the requirements of OSHA. Operate and maintain a ventilation system that provides a sufficient supply of fresh air and maintains an atmosphere free of toxic or flammable gasses in the tunnel. Perform air quality monitoring checks at the start of each shift, before any personnel enter a shaft or pit, and provide continuous monitoring within the tunnel at all times personnel are inside the tunnel.

3.4 CASING INSTALLATION

- A. Complete pipe installation in accordance with the approved submittals. Use trenchless construction methods complying with the requirements specified herein.
- B. Prior to trenchless construction operations, survey the location and orientation of the pipe guide rails and jacking frame to ensure they are on the proper line and grade.
- C. Inspect all casing pipe prior to lowering into the jacking pit to ensure that no defective materials are being used. Clean ends of pipe thoroughly. Remove foreign matter and dirt from pipe joints during laying.
- D. Distribute axial forces from the thrust jacks to the casing pipe uniformly through cushion material to prevent damage to the ends of the pipe.
- E. Weld or join each casing joint completely prior to jacking.
- F. Jack each casing pipe section as the excavation progresses in such a way that leaves no length of ground unsupported at any time.
- G. Perform trenchless construction operations in a manner that will maintain the stability of the heading and prevent loss of ground and minimize settlement of the ground surface. Use steering to maintain line and grade within the tolerance specified.
- H. Provide groundwater control as required for proper execution of the Work.
- I. Remove, clear, or otherwise make it possible for the jacked casing to advance past objects or natural materials consisting of cobbles, boulders, mixed face conditions, and other objects or debris that halt forward progress of the shield or machine.
- J. Utilize a casing lubrication system as necessary to inject bentonite slurry and/or polymer behind the shield and through casing grout ports and in quantities as required to maintain jacking forces to acceptable levels.
- K. As a minimum, monitor and record at 5-foot intervals, the thrust force, rate of advance, distance along the drive, deviation from line and grade, and steering jack adjustments for each casing segment installed.
- L. The Contractor shall take special care during the installation of the casing pipe to minimize caving, settlement, or heave of above surfaces. The Contractor shall maintain close observation of the above surfaces and shall be prepared to contact the Owner if settlement, caving, or heave is detected. All damage resulting from settlement, caving, or heave shall be repaired at the Contractor's expense with no additional cost to the Owner. The Contractor shall coordinate and arrange for all such repairs as required.
- M. Whenever jacking is stopped for maintenance or at the end of a shift, provide necessary means to ensure heading stability. Wherever there is a condition which, in the opinion of the Owner's Representative, may endanger the stability of the excavation or adjacent utilities, the Contractor shall operate

with a full crew for 24 hours a day, including weekends and holidays, without intermission until those conditions no longer jeopardize the stability of the work.

- N. Implement appropriate contingency plans as necessary and notify the Owner's Representative in writing immediately upon implementation of any contingency plan.
- O. Muck Disposal:
 1. Dispose of all muck and excess material offsite and in compliance with applicable state and local regulations.
 2. The Contractor shall be responsible for locating and acquiring a site for the legal disposal of muck and excess excavated material.
 3. Muck or excess material shall not be discharged into any surface ditch, waterway, storm drain, sanitary sewer or any other such conveyance.

3.5 CONTROL OF LINE AND GRADE

- A. Monitor line and grade continuously during pipe-jacking operations. Control line and grade of the pipe to within the specified tolerances.
- B. When the excavation is offline or grade, make the necessary corrections, and return to the plan alignment at a rate that does not damage the casing or causes the casing to exceed installation tolerances.
- C. Perform a verification survey with transit or total station of the installed casing pipe from shaft to shaft after removal of the pipe-jacking equipment. Document measured conformance to design line and grade of the casing pipe together with locations and deviation (distance or direction) of all out-of-tolerance locations.

3.6 CONTACT GROUTING

- A. Immediately after completion of the pipe-jacking operations, the Contractor shall contact grout through the grout ports in such a manner as to displace the lubricant and completely fill all voids outside the casing pipe resulting from the jacking operations. Regardless of whether or not grout return is observed from an adjacent grout port, the Contractor should hook up to each grout port and attempt to contact grout.
- B. Perform grouting in a progressive, methodical manner. Work from the low end of the tunnel and work towards the opposite end.
- C. Grout pressure shall be sufficient to displace the lubricant and controlled so as to avoid deformation of the steel casing and avoid movement of the surrounding ground.
- D. After completion of the grouting operations, the Contractor shall close the grout ports with threaded plugs.

3.7 OBSTRUCTIONS DURING PIPE JACKING

- A. Remove, clear or otherwise make it possible for the pipe-jacking system and casing pipe to progress past through objects in accordance with the Contractor's submitted contingency plan.
- B. The Contractor shall not receive additional compensation for removing, clearing, or otherwise making it possible for the pipe-jacking system to progress past objects that are not obstructions.
- C. The Contractor shall receive payment for obstruction removal, if the object meets the definition of an obstruction, and subject to the following requirements:
 - 1. Notify the Owner's Representative immediately upon encountering an object that stops the forward progress of the Work.
 - 2. Upon written authorization by the Owner, proceed with removal of the object by means of obstruction removal procedures in accordance with the Contractor's accepted submittals.
 - 3. No excavation within 5 feet of the front of the leading edge shall be completed without Owner's Representative's knowledge.
- D. The Contractor may propose alternative methods for removing, clearing, or otherwise making it possible for the pipe-jacking system to progress past objects, however, any such method that does not allow visual observation and measurement of the nature of the object to be made will not be considered for additional payment.

3.8 INSTALLATION OF CARRIER PIPE

- A. Install carrier pipe as shown on the Drawings in accordance with specified tolerances.
- B. Verify the alignment, grade, deflection, and joint conditions of the casing pipe will not impede installation of carrier pipe.
- C. Provide nonmetallic casing spacers and blocking to provide a straight and even grade at inverts and to prevent flotation, movement, or damage to the pipe during installation.
- D. Push carrier pipe through casing pipe and make each joint as pipe is being inserted. Field joint coating and lining shall be in accordance with Section 40 20 13, Steel Pipe (AWWA C200, Modified).
- E. Joint weld testing of the carrier pipe shall be completed prior to filling of the annular space between the casing and carrier pipe.
- F. Backfill the annular space between casing pipe and carrier pipe with grout. Furnish all materials and equipment necessary for the backfilling operation. Proportion grout to uniformly distribute grout around pipe, spacers and blocking and to completely fill the annular space between the carrier pipe and the casing.

- G. During backfilling, ballast carrier pipe and/or utilize multiple lifts as necessary to prevent flotation and pipe damage during backfill placement, and completely fill the annular space between the casing and carrier pipe.
- H. Design and construct bulkhead at each end of the casing to contain the grout. Provide grout injection ports and venting through bulkheads as necessary to perform the backfilling work.

3.9 INSTRUMENTATION AND MONITORING

- A. The Contractor shall carry out operations to minimize settlement and/or heave of the ground and shall be responsible for all damage due to settlement, consolidation, or heave from all construction induced activities.
- B. Follow the accepted settlement monitoring plan in accordance with Section 31 09 00, Instrumentation and Monitoring.
- C. Prior to pipe jacking, install and maintain a system of instrumentation to monitor the underground excavation operation and to detect movement in the soil and adjacent structures as shown on the Drawings and at additional locations identified by the Contractor, or as approved by the Owner's Representative.
- D. Conduct survey for each settlement monitoring point in accordance with schedule provided in Section 31 09 00, Instrumentation and Monitoring.
- E. In the event of movement of the ground surface or structure being detected or damage recorded, the Owner's Representative may order that the work be stopped and secured. Before proceeding, the Contractor shall correct all problems causing or resulting from such movement entirely at its own cost. If ground settlement or heave occurs, which might affect the accuracy of temporary or permanent benchmarks, it is the Contractor's responsibility to monitor and immediately report such movement to the Owner's Representative.

3.10 CLEANUP AND RESTORATION

- A. Remove all trenchless construction equipment, materials, and waste from the site.
- B. Restore to their original ground condition all existing surface improvements damaged or removed as a result of construction of the work, unless noted otherwise.

END OF SECTION

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SECTION 33 05 23.20 STEEL CASING PIPE

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies requirements for furnishing and installation of all steel casing pipe as designated in the Contract Documents for use with trenchless construction.
- B. The American Iron and Steel Provisions apply to this project. Refer to Section 01 11 00, Summary of Work.

1.2 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM A36, Standard Specification for Carbon Structural Steel.
 - 2. ASTM A515, Standard Specification for Pressure Vessel Plates, Carbon Steel, for Intermediate- and Higher-Temperature Service.
 - 3. ASTM A572, Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
- B. American Welding Society (AWS): D1.1 – Structural Welding Code.

1.3 DESIGN CRITERIA

- A. Casing shall be steel pipe and installed as shown on the Drawings. Welded steel pipe or Permalok casing are acceptable casing pipe materials.
- B. Provide minimum casing pipe inside diameter as shown on the Drawings. Casing pipe must have minimum inside diameter that permits the carrier pipe to be installed to the designed line and grade and provides clearances as specified herein.
- C. Casing wall thickness shall be a minimum of 0.5-inch. Minimum casing pipe thickness has been sized for anticipated earth pressures and live loads. Contractor is responsible for increasing the thickness for installation loads as necessary based on the Contractor's means and methods.
- D. Size wall thickness such that jacking loads do not exceed 50% of the yield stress of the casing.
- E. Casing pipe shall have sufficient straightness and roundness to withstand the installation jacking pressures and maintain line and grade within the specified tolerances.

1.4 SUBMITTALS

- A. Certifications: The Contractor shall furnish a certified affidavit of compliance for all pipe and other products or materials furnished under this Section of the Specifications and the following supplemental requirements:
 - 1. Physical and chemical properties of all steel.
 - 2. American Iron and Steel (AIS) step certification letter(s).
 - 3. All expenses incurred in making samples for certification of tests shall be borne by the Contractor.
- B. Drawings and details showing pipe dimensions, wall thickness, location of grout/lubrication ports, port and plug details.
- C. Provide calculations stamped by a Professional Engineer registered in the State of Oregon that demonstrate the casing pipe is capable of sustaining the maximum stresses to be imposed during installation. Provide calculations that consider jacking forces, eccentric forces due to steering, and any other loads that may be reasonably anticipated during construction. Clearly state all load case assumptions.

1.5 QUALITY ASSURANCE

- A. Perform all welding using qualified welders who have adequate experience in the type of materials to be used. Employ only welders qualified under the provisions of ANSI/AWS D1.1 by an independent, local, approved testing agency not more than 6 months prior to commencing work on the casing.
- B. All welders shall be either pre-qualified in accordance with ANSI/AWS D 1.1 for full penetration welds, or qualified by testing as required by ANSI/AWS D1.1.

1.6 DELIVERY, HANDLING, AND STORAGE

- A. Utilize a sling or other appropriate means to lift and protect the steel casing during handling.
- B. Use dunnage (or 4'x4's) to stage pieces of Pipe. Do not lay the pipe on the ground.
- C. Permalok Pipe:
 - 1. Prevent damage to precision machined connectors.
 - 2. Prior to unloading Permalok casing, carefully inspect each piece visually and note any damage or abnormalities on the carriers bill of lading.
 - 3. Do not hook the Permalok ends of the casing, unless using the special hooks supplied by Permalok. Use wrap-around straps or other methods approved by the Permalok Manufacturer.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Steel Casing: Pipe shall conform to the requirements of ASTM A36, ASTM A515, grade 60 or ASTM A572, grade 42.
1. Steel casing shall have minimum yield strength of 35,000 psi, and a minimum tensile strength of 60,000 psi. Increase the yield strength or pipe wall thickness as required based on the jacking loads anticipated.
 2. Casing Section Joints:
 - a. Joints are to be butt-welded in the field. Where butt-welded, prepare each end of the casing for butt-welding by providing a 1/4-inch by 45-degree chamfer on the outside edges.
 - b. Permalok joints shall be mechanical press fit type T-5.
 - c. Permalok connectors shall be full penetration butt-welded square to the ends of pipe sections, or profiled directly on the finished sections, at the discretion of the manufacturer.
 3. Provide dimensional tolerances including the following:
 - a. Roundness: Do not allow the pipe diameter as measured along any single plane to vary more than 1% from the specified diameter.
 - b. Circumference: Do not allow the outside circumference to vary more than $\pm 1\%$ from the nominal circumference based on the specified diameter, or $\pm 3/4$ -inch maximum
 - c. Wall Thickness: Do not allow the actual wall thickness of the steel pipe sections to vary more than 5% under the nominal wall thickness specified.
 - d. Straightness: The maximum allowable straightness deviation in any 10-foot length is 1/8-inches. The maximum allowable straightness deviation in fabricated section up to 40-feet is 3/8-inches.
 4. The quality control requirements include the following:
 - a. Perform all welding by qualified welding operators in accordance with the requirements of ANSI/AWS D1.1.
 - b. Prequalify all welding procedures by testing, as required.
 - c. Evaluate one reduced section tension test specimen for each lot of 1000-feet of each size and wall thickness, and showing a tensile strength of not less than 95% of the minimum strength specified for the grade of steel used.
 - d. Examine all Permalok connections at time of shipment and verify that it is free of injurious defects or that section will be rejected repaired or replaced prior to shipping.

- e. Clearly mark all casing pipe with the manufacturer's name, manufacturer's job number, customer name, OD, wall thickness, and weight per foot.
5. Grout/Lubrication Ports:
- a. Steel casing shall be furnished with 2-inch minimum diameter grout/lubrication ports, using Schedule 40 pipe (ASTM A53) with threaded plugs.
 - b. Locate ports as shown on the Drawings.

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. Install the steel casing in accordance with the requirements of Section 33 05 23.16, Trenchless Construction.
- B. For Permalok steel casing, utilize the manufacture's following installation requirements in addition to the requirements of Section 33 05 23.16, Trenchless Construction:
 - 1. Remove the protective coating from end of the pipe prior to mating the Permalok connections, using a petroleum based solvent approved by the pipe manufacturer. Prepare ends by cleaning with firm bristle or wire brush and/or petroleum based solvent. Wipe clean and dry with shop towel or rag. The machined surface must be dry, clean, smooth and free of rust or weld spatter.
 - 2. Apply TRV Silicone to distal end of male and female connectors, making sure that a continuous bead of silicone encircles the circumference and that it cures per manufacturer's recommendations. Spreading or tooling the silicone is optional. Align pipe straight and mate the connectors. Check the joint for complete closure all the way around the circumference.

END OF SECTION



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: April 20, 2020		Subject: Resolution No. 2810 Second Amendment to Wilsonville Community Sharing Support Grant Agreement	
		Staff Member: Cathy Rodocker, 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 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. 2810.			
Recommended Language for Motion: I move to approve the Resolution No. 2810.			
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 of the attached Second Amendment for a \$50,000 Grant to the *Wilsonville Community Sharing Support Grant Agreement* to increase funding available to assist residents in payment of temporary shelter, rent, food, medications, medical bills, or utility bills (including telephone and internet).

EXECUTIVE SUMMARY:

Due to severe impacts of COVID-19, including the high unemployment rate resulting from so many business closures, Wilsonville Community Sharing (WCS) is seeing an increase in requests for financial assistance. Currently, the City provides a quarterly payment for WCS's General Program of \$8,980.25, for a total annual contribution of \$35,921. As of April 1, WCS has received the total amount of the grant for FY 2019-20. The total impact of COVID-19 is unknown but will certainly stretch the limits of WCS funding. By a First Amendment to the grant agreement, at the April 6, 2020 City Council meeting, the Council approved an additional \$10,000 Grant to WCS, specifically designated to assist Wilsonville residents with payment of their Wilsonville utility bills.

This Resolution authorizes a Second Amendment that would pledge \$50,000 of additional Grant funds, to be allocated to WCS in \$10,000 monthly increments. The Grant funds could be used for payment of temporary shelter, rent, medications, medical bills, or utility bills (including telephone and internet).

The Second Amendment caps what any given resident can receive and requires weekly allocation reports from WCS. At the end of April, WCS staff and City staff will meet to discuss how the program is working. Depending on how things are going, the Second Amendment may be adjusted to increase monthly allocations to WCS, or adjust use of funds or amounts to be allocated, at the discretion of the City Manager and Finance Director. In any case, the amount of the Grants available will be capped at \$50,000, unless the City Council authorizes additional funds via a Third Amendment.

As currently written, Grants are capped at a maximum \$500 per applicant, except for in extreme need. The amount will double for a single parent with a dependent child or children. The goal of the program is to use the additional Grants to help as many residents as is reasonably possible. The full Grant amount may be paid out in one payment or over one or more months.

EXPECTED RESULTS:

The expected result of this Second Amendment is to provide financial assistance to our most vulnerable community members during the COVID-19 crisis.

TIMELINE:

All Grants will be made between April and August but, depending on need, distribution could occur sooner, if the City agrees, or might be extended if Grants remain.

CURRENT YEAR BUDGET IMPACTS:

The \$50,000 will be provided from the Tualatin Valley Water District annual lease payments made each year.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 4/13/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 4/14/2020

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Helping those in need through Wilsonville Community Sharing, especially during the COVID-19 event.

ALTERNATIVES:

Not providing additional funds to Wilsonville Community Sharing.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

A. Resolution No. 2810

1. Wilsonville Community Sharing Support Grant Agreement
2. First Amendment to Wilsonville Community Sharing Support Grant Agreement
3. Second Amendment to Wilsonville Community Sharing Support Grant Agreement

RESOLUTION NO. 2810

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING A SECOND AMENDMENT TO 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, 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 (“City”) has supported the administrative and operational services of Wilsonville Community Sharing (“WCS”) through grant support since fiscal year 1999-2000; and

WHEREAS, for fiscal year 2019-2020 the City again provided general purpose financial support to WCS, pursuant to the Wilsonville Community Sharing Support Grant Agreement (“Grant Agreement”) in the amount of FIFTY-ONE THOUSAND, NINE HUNDRED TWENTY-ONE DOLLARS (\$51,921), attached hereto as **Exhibit 1** and;

WHEREAS, the City recently authorized an additional TEN THOUSAND DOLLARS (\$10,000) grant specifically designated to assist with payment of City utility bills, by a First Amendment to the Grant Agreement, attached hereto as **Exhibit 2**; and

WHEREAS, due to the growing community needs caused by COVID-19, the City wishes to further amend the Grant Agreement, pursuant to a Second Amendment to the Wilsonville Community Sharing Support Grant Agreement, attached hereto as **Exhibit 3**, in order to provide up to an additional FIFTY THOUSAND DOLLARS (\$50,000) for the benefit of in-need Wilsonville residents.

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

1. The City Manager is authorized to enter into the Second Amendment to the Grant Agreement, a copy of which is marked **Exhibit 3**, attached hereto, and incorporated by reference as if fully set forth herein.
2. The City Manager is authorized to disburse the funds in monthly increments of \$10,000 for the uses described in the Second Amendment, in accordance with the terms of the Second Amendment.

3. The City Manager, in consultation with the Finance Director, is further authorized to adjust the monthly payments and/or modify the uses for which the money may be granted, based on consultations with WCS, at the end of each month, as long as the total allocation does not exceed \$50,000 without further City Council approval.
3. Except as amended hereby and by the First Amendment, the Grant Agreement remains as written.
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of April 2020, 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

Exhibits:

1. Wilsonville Community Sharing Support Grant Agreement
2. First Amendment to Wilsonville Community Sharing Support Grant Agreement
3. Second Amendment to Wilsonville Community Sharing Support Grant Agreement

**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.

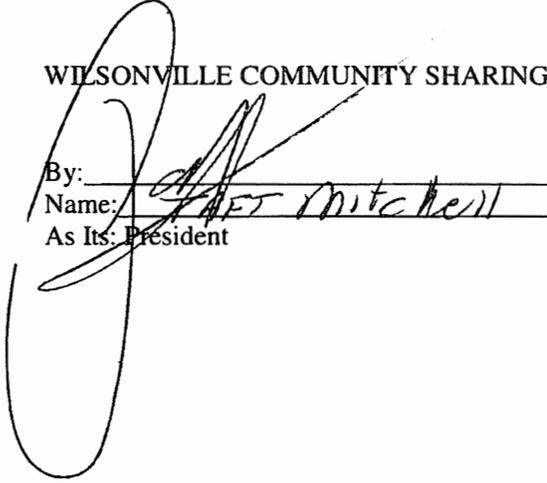
10.5. Wilsonville Community Sharing may terminate this Grant Agreement at the end of any quarter in which it has received funds and it may terminate this Grant at any time, provided it reimburses the City for any unexpended funds received.

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 18th day of June, 2019.

WILSONVILLE COMMUNITY SHARING

CITY OF WILSONVILLE

By: 
Name: Jeff Mitchell
As Its: President

By: 
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 OF WILSONVILLE
FIRST AMENDMENT TO WILSONVILLE COMMUNITY SHARING
SUPPORT GRANT AGREEMENT**

This First Amendment to the Wilsonville Community Sharing Support Grant Agreement ("First Amendment") is effective the 10th day of April 2020 ("Effective Date"), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon ("City"), and **Wilsonville Community Sharing**, an Oregon non-profit corporation, upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Support Grant Agreement with Wilsonville Community Sharing on June 17, 2019;

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

AGREEMENT

The Agreement is amended as follows:

Section 1. Grant Amount

Due to the emergency created by the COVID-19 virus, the fiscal year 2019/2020 Grant Agreement is amended to provide Wilsonville Community Sharing with up to an additional Ten Thousand Dollars (\$10,000) to be used for the benefit of Wilsonville citizens who cannot afford to pay their Wilsonville utility bill, only between the date of this amendment and June 30, 2020. The Grant Agreement is amended to raise the annual fiscal year cap any given household can apply for from \$150.00 to \$300.00 for this fiscal year only. The *Guidelines for Utility-Bill Paying Assistance Program*, as attached to the Grant Agreement is amended as follows: "If bill paying assistance is requested for the City of Wilsonville's combined utility bill, this amount shall be capped at \$300 per the City's fiscal year, per household."

Citizens who have already received assistance to pay the City of Wilsonville's combined utility bill during this fiscal year will be limited to apply for the above new cap, less what they have already received.

Section 2. All Other Terms

All of the other terms and conditions of the Agreement shall remain in full force and effect, as therein written.

The parties hereby agree to all provisions of this First Amendment.

WILSONVILLE COMMUNITY SHARING

CITY OF WILSONVILLE

By: *Pamela A. Woodruff*
Print Name: *Pamela A. Woodruff*
As Its: *Vice Chairman*

By: *Cathy A. Rodocker*
Print Name: *Cathy A. Rodocker*
As Its: *Finance Director*

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**CITY OF WILSONVILLE
SECOND AMENDMENT TO WILSONVILLE COMMUNITY SHARING
SUPPORT GRANT AGREEMENT**

This Second Amendment to the Wilsonville Community Sharing Support Grant Agreement (“Second Amendment”) is effective the 20th day of April 2020 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Wilsonville Community Sharing**, an Oregon non-profit corporation, upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Support Grant Agreement with Wilsonville Community Sharing on June 17, 2019;

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

AGREEMENT

The Agreement is amended as follows:

Section 1. Grant Amount and Allowed Uses

Due to the emergency created by the COVID-19 virus, the fiscal year 2019/2020 Grant Agreement is amended to add an additional Ten Thousand Dollars (\$10,000) per month COVID-19 Relief Grant Program (Grant Program) for the next two months, with the intent to continue for an additional three months, provided the Grant Program is working to the City’s satisfaction. Grant Program funds shall be used for the benefit of Wilsonville residents in need who request help to pay for any of the following: temporary shelter, rent, food, medications, medical bills, or utility bills (including telephone and internet). This Grant Program does not extend to mortgage payments.

To ensure that more Wilsonville residents in need can receive some aid, no resident shall receive more than \$500 from this Grant Program, except in the case of an extreme need, to be determined by WCS and reported to the City. Residents who have not received any other Grant funds from other City Grant programs during this calendar year will have first priority, except in cases of extreme need, again, to be determined by and documented by WCS. If monthly allocations are not disbursed by the end of any given month, the remaining funds will be carried over to the next month. Grants are available to residents over 18 years of age who are no longer dependents of their parents. A single parent with a dependent child or children may request up to \$1,000 in Grant funds from this Grant Program. A homeless person is equally eligible for the Grant Program if he/she resides in Wilsonville, even though there may not be a permanent residential address, as long as the funds are used for the above listed purposes. A resident may make more than one request for funds during the term of this Grant Program but shall not receive more than the above totals from the Grant Program, unless otherwise determined and documented by WCS as a case of extreme need. The goal is to use the Grant Program to help as many residents as is reasonably possible.

Section 2. Determination of Eligibility

The City directs that the most vulnerable and in need population receive priority in receipt of the Grant Program. Elderly and disabled residents on a fixed income and residents without any other current source of income must be given first priority. This Grant Program is not intended to be a monthly means for someone to pay utility bills. At present, most utilities have stopped shutting off service. Requests for

grants to pay utility bills should be given first to residents who have not already received help to pay for utilities during this calendar year. Notwithstanding the foregoing, the City will rely on WCS’ good judgment in making the Grants, subject to the use and dollar limitations set forth above, with exceptions from extraordinary circumstances when documented.

Section 3. Reporting Requirements

At the end of the first month, on April 30, 2020, the City and the representative in charge of this Grant Program at WCS will meet to discuss how the program is working and may agree to modify these requirements, based on data gathered and claims made. Thereafter, the City Finance Director and the Grant Program Manager for WCS will hold weekly conference calls to discuss how the Grant Program is working and what changes, if any, should be considered. At the end of each month, beginning with the month of April, WCS will prepare a written report detailing the amount of funds awarded, to whom (initials and address, if there is an address) and what the funds were used for. Any special exceptions must also be detailed.

WCS should also describe how it has leveraged these Grant Program funds with other programs available to WCS to do the most good for the most people.

Section 4. All Other Terms

All of the other terms and conditions of the Agreement and the First Amendment thereto shall remain in full force and effect, as therein written. This Second Amendment is intended to provide additional relief for the purposes listed above. Where there is any conflict in terms with respect to this Grant Program, this Second Amendment will prevail.

The parties hereby agree to all provisions of this Second Amendment.

WILSONVILLE COMMUNITY SHARING

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____



CITY COUNCIL MEETING STAFF REPORT

<p>Meeting Date: April 20, 2020</p>	<p>Subject: Resolution No. 2811 and Resolution No. 282 Wilsonville Small Business COVID Relief Grants Proposal</p> <p>Staff Member: Jordan Vance, Economic Development Manager</p> <p>Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1st Reading Date: <input type="checkbox"/> Ordinance 2nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda</p>	<p><input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable</p> <p>Comments: N/A</p>	
<p>Staff Recommendation: Staff recommends that Council adopt Resolution Nos. 2811 and 2812.</p>		
<p>Recommended Language for Motion: I move to approve Resolution No. 2811. I move to approve Resolution No. 2812.</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:

Direction on Wilsonville Small Business COVID Relief Grants Proposal.

EXECUTIVE SUMMARY:

Background

On April 8, 2020, the City to Manager commissioned a 3-person task force (Joann Linville, City Councilor, Jordan Vance, Economic Development Manager, and Kevin Ferrasci O'Malley, Wilsonville Area Chamber of Commerce CEO) to study existing business relief grant programs offered by other jurisdictions and provide a recommendation to the Wilsonville City Council on the best use of the allotted funds. The task force held three working sessions together and aligned on the following proposal.

Program Overview

The Wilsonville Small Business COVID Relief Grant program will offer emergency relief grants to Wilsonville's micro and small businesses experiencing economic disruption due to the COVID-19 pandemic. The City of Wilsonville will commit \$400,000 in funds to the program that will be split equally to finance two-tiers of grants: \$2,000 grants for qualifying micro businesses (0-5 FTE) and \$5,000 grants for qualifying small businesses (6-20 FTE). The Urban Renewal dollars will fund grants awarded to general business operators, including retail, medical, and professional services. The Transient Lodging Tax (TLT) dollars will fund grants awarded to travel tourism operators, including restaurants, lodging, and other hospitality-oriented businesses. The recommendation proposes a different solution separate from the below program criteria for the six lodging/hotel businesses in Wilsonville, which is explained at the end of the staff report.

Mandatory Criteria

- ✓ Businesses must have a current City of Wilsonville business license.
- ✓ Owner or managing entity based within 25 miles of Wilsonville and within the State of Oregon (applies to local independent businesses and franchises).
- ✓ If the business is part of a chain, the franchise of the business is owned by an individual
- ✓ Business must have a brick and mortar/physical facility located in the City of Wilsonville.
- ✓ If selected, the business will need to submit a W-9, Federal Tax ID number, and their City of Wilsonville business license number.
- ✓ Micro and small businesses with 0-20 FTE (full-time employees), including sole-proprietors.

Additional Consideration (all weighted equally)

- ✓ Minority/Women Business Enterprise (M/WBE), Disadvantaged Business Enterprise (DBE and ACDBE) or Service Disabled Veteran (SDV)
- ✓ Legacy Wilsonville businesses that have been operating in the city for a longer time period.
 - Less than 3 years
 - 4 - 8 years
 - 9+ years
- ✓ Wilsonville businesses that have not received Federal, State or County relief funding yet.

Excluded

- ✓ Non-profits excluded.
- ✓ Virtual- and home-based businesses excluded.

Grant Size

- ✓ \$2,000 grants will be dispersed to qualifying micro businesses. (50% funding / 93 grants, assuming \$370K total program funding)
- ✓ \$5,000 grants will be dispersed to qualifying small businesses. (50% funding / 37 grants, assuming \$370K total program funding)

Approach for Lodging/Hotel Businesses

Washington County Visitors Association administered \$10,000 grants to hotels within the county were received by three Wilsonville businesses, Holiday Inn, Motel 6 and La Quinta. Do we mirror this approach and use a portion of TLT funding off the top to administer \$10,000 relief payments to the other 3 hotels in Wilsonville that did not receive the same payment (\$30K total), or include all Wilsonville lodging establishments in this effort (\$60K total)?

Did Not Receive County Relief Grant

- Snooze Inn
- Guesthouse Wilsonville
- Best Western Wilsonville

Received \$10K Relief Grant from Washington County

- Holiday Inn
- Motel 6
- La Quinta

Chamber of Commerce Key Issues

- There was 100% support from the Chamber of Commerce Executive Board that all Wilsonville hotels/lodging properties should be eligible to receive a local City of Wilsonville grant regardless of whether or not they might have received other grant monies. The Chamber's position is that every hotel paid into the local TLT tax. Every hotel is in dire economic straits.
- In the travel tourism category, the Chamber would like to increase cap to 80 FTE to include larger employee-count restaurants and tourism attractions in Wilsonville.
- The Wilsonville Chamber would like to see the Charter group report out the need for a fast, date certain time to cut checks. The Chamber requests that City Council ensure that grants are ready to go out no later than April 27, 2020.
- The Wilsonville Chamber, per their public testimony on April 6, 2020, believes that the relief fund should totaling not less than \$500,000.

EXPECTED RESULTS:

Administer grant program to offer immediate economic stabilization assistance to micro and small businesses in Wilsonville negatively impacted by the COVID-19 pandemic.

TIMELINE:

Grant Application Period (tentative): April 22-24

Evaluation of Applications (tentative): April 27

Dispersal of grant awards (tentative): April 30

CURRENT YEAR BUDGET IMPACTS:

\$165,000 from the West Side Urban Renewal Plan.

\$35,000 from the Year 2000 Urban Renewal Plan.

\$200,000 from Transient Lodging Tax revenue.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 4/15/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 4/15/2020

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Job preservation and economic stabilization for micro and small businesses in Wilsonville experiencing disruption from the COVID-19 pandemic.

ALTERNATIVES:

Do not offer local relief grant program and focus on deployment of federal and state resources and financial assistance.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

A- Summary of Portland Area COVID Relief Programs

B- Resolution No. 2811



Summary of Portland Area COVID-19 City Relief Grant Programs

Jurisdiction	Relief Type	Budget	Grant Size	Funding Source	Description / Eligibility	Link
Beaverton	Grants	\$250K	\$2.5K	General Fund	<ul style="list-style-type: none"> Business type is under a mandatory change in service guideline (by state, federal or local gov). As of time of writing, this would apply to restaurants and bars, but could be extended as mandatory closures and changes of service orders extend. Business has 50 or less FTE (full time equivalent employees) in Beaverton. Business operates out of a physical commercial storefront within the city limits of Beaverton, and has a lease or mortgage payment on the property. Business verifies they are experiencing economic loss due to COVID-19. Business has a Beaverton business license. National chains excluded. 	Here
Hillsboro	Grants	\$1M	\$3K Lowered amount from \$5k to \$3k to reach more businesses	Community services fees previously paid by businesses participating in Hillsboro's Enterprise Zone, as well as revenues	<p>Mandatory Criteria:</p> <ul style="list-style-type: none"> Businesses must have a current Hillsboro business license. Businesses will need to submit a W-9, Federal Tax ID number, and their Hillsboro business license number. Applicable state and federal taxes may apply to award recipients. Businesses must have a facility located within Hillsboro city limits. 	Here



				<p>previously generated by businesses participating in Oregon's Strategic Investment Program, or SIP.</p>	<ul style="list-style-type: none"> Businesses that have received City Small Business Grants as part of round 1 are not eligible to receive grants in this round of grant funding. <p>The City of Hillsboro recognizes the COVID-19 impacts being felt by businesses across our community, and the dynamic nature of economic conditions and policy actions being taken. The City's goal is to provide assistance to a broad demographic base and specific business areas. All grant requests will be reviewed on a rolling, first-submitted basis.</p> <p>The following priorities and considerations will be used to evaluate and select grant award recipients:</p> <p>Priorities:</p> <ul style="list-style-type: none"> Businesses that are impacted by executive orders issued by the Governor of Oregon. (Examples include: food and drink establishments, education or daycare facilities, gyms and fitness studios, yoga studios, barber shops and hair salons, nail and tanning salons, medical spas, facial spas, day spas, small medical offices, bowling alleys, theaters, jewelry stores, furniture stores, and businesses that rely on large gatherings of people) Locally owned businesses will be prioritized over national chains and franchises 	
Tualatin	Grants	\$250K	\$10K	URA Program Income	<ul style="list-style-type: none"> Businesses with 55 or less FTE (full-time equivalent employees.) The business must have a physical store-front establishment in Tualatin Businesses must have a current Tualatin business license. The business must have experienced a loss of income due to COVID-19 	Here



					<ul style="list-style-type: none"> No national chains. National chains are defined as franchises/for-profit corporations that are not headquartered in the State of Oregon or Washington County, Oregon; except in the case where the franchisee or brand has a Tualatin-based owner and the brand has no more than one location within the Tualatin city limits at completion this grant. 	
Tigard	Grants/Loans	\$300K	<p>\$1.5K grants</p> <p>\$10-50K low interest loans (administered through local non-profit lender)</p>	Business License Fees	<p>Tigard CARES (Commercial Assistance & Relief for Economic Stability) will provide financial assistance totaling up to \$1,000,000 to help firms overcome the temporary loss of revenue from the COVID-19 crisis.</p> <p>Tigard CARES will provide assistance for:</p> <ul style="list-style-type: none"> Fixed expenses such as rent, insurance and other fixed operating expenses Employee retention (payroll) Inventory preparedness for when business restarts <p>The City of Tigard has partnered with two local federally accredited Community Development Financial Institutions (CDFIs) to deliver a combination of micro-loans, grants and business-advising services for Tigard firms.</p>	Here
Portland	Loan (0% interest)	\$1.38M	\$50K		<ul style="list-style-type: none"> Business must be registered with the City of Portland on or prior to July 1, 2019 Businesses must have \$5 million or less in annual gross revenue Business must provide owner with primary source of income (more than 50% of monthly income should come from the business) Grants of \$2,500 went to 100 community-serving businesses with a single employee, many of which had 	Here



					<p>furloughed workers that the owner hopes to re-employ. Recipients range from childcare and preschool providers to health and wellness services to local food carts, consumer product makers and coffeehouses.</p> <ul style="list-style-type: none"> The remaining grants of \$5,000 and \$10,000 will support businesses with between two and 26 or more employees; the grants assist businesses taking extraordinary measures to help their employees. Several businesses receiving these grants, for example, are using their personal resources to pay for employees' food, personal protective equipment and salaries. <p>Priorities</p> <ul style="list-style-type: none"> Job preservation, particularly for POC, women, low income individuals and individuals in East Portland and Neighborhood Prosperity Network service areas Businesses located in industrial districts Businesses that pay employees \$15/hour or more and will use resources to maintain level of employment 	
Sherwood	Grants	\$100K	\$2.5K	General Fund	<p><u>Mandatory Criteria</u></p> <ul style="list-style-type: none"> Businesses must have a current Sherwood business license. If selected, the business will need to submit a W-9, Federal Tax ID number, and their Sherwood business license number. Please note that applicable taxes may apply. Business must have a facility located in the City of Sherwood. Link to City boundary map. <p><u>Additional Criteria</u></p>	Here



					<ul style="list-style-type: none"> • Priority will be given to those businesses that are a food and drink establishment, education or daycare facility and businesses that are reliant on a larger gathering of people • Eligible businesses that have 15 or fewer FTE (full-time employees) within Sherwood • How the business intends to use the grant funds • Priority will be given to locally-owned businesses 	
Gresham	Grants	\$400K	\$1K	Community Service Fees through Enterprise Fund	<ul style="list-style-type: none"> • Businesses that have been significantly impacted by COVID-19 and Governor Brown’s <u>Stay Home, Save Lives Executive Order No. 20-12.</u> • Significant impact of COVID-19 on business finances. • How the grant funds will be utilized. • Number of years operating within Gresham. • Woman-, minority- or veteran-owned business within Gresham. 	Here
WA County	Grants and loans	\$300K (grants)	\$3K grants \$10K loans (MESO) \$10-25K (Craft3)		<ul style="list-style-type: none"> • Are negatively affected by the current COVID-19 outbreak; • Are physically located in Washington County and serve County residents; • If the business is part of a chain, business is an individually owned franchise; • Have had no more than 25 employees at any time between Jan. 1 and March 23, 2020; • Have not received funds from similar programs established within the county (e.g. cities, WCVA); and • Have been in operation for at least one year. 	Here

RESOLUTION NO. 2811

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING A CITY OF WILSONVILLE SMALL BUSINESS COVID-19 GRANT PROGRAM.

WHEREAS, the City of Wilsonville, the State of Oregon, Clackamas County, and Washington County have all declared a State of Emergency due to the devastating effects of the COVID-19 pandemic; and

WHEREAS, to slow the spread of the COVID-19 virus, many businesses in Wilsonville and throughout the State were ordered to be closed by the Governor of Oregon in order to keep the public as safe as possible; and

WHEREAS, when the City passed its Emergency Declaration it anticipated that City resources would be needed to respond to the threat of COVID-19; and

WHEREAS the City Council appointed a three-person task force (“Task Force”) to study existing small business relief programs offered by other local jurisdictions and to provide a recommendation to City Council on relief options that the City of Wilsonville could offer to its local small business owners; and

WHEREAS, the Task Force has made its recommendation for a Small Business COVID-19 Grant Program (“Grant Program”), attached hereto as **Exhibit A**, and incorporated by reference herein; and

WHEREAS the City has identified up to TWO HUNDRED THOUSAND DOLLARS (\$200,000) in Urban Renewal Program Income funds available to fund the Grant Program.

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

1. The Small Business COVID-19 Grant Program is hereby authorized and adopted, utilizing the funding sources identified above.
2. The City Manager, in consultation with the Finance Director and the Economic Development Manager, is authorized to immediately begin accepting and reviewing applications for Grant awards, as set forth in the Grant Program.
3. At the close of the application period, the City Manager is authorized to award up to TWO HUNDRED THOUSAND DOLLARS (\$200,000) in Urban Renewal

Program Income funds for Small Business Grants, as set forth in the Grant Program.

4. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of April 2020, 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. Small Business COVID-19 Grant Program

RESOLUTION NO. 2812

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING A CITY OF WILSONVILLE SMALL BUSINESS COVID-19 GRANT PROGRAM.

WHEREAS, the City of Wilsonville, the State of Oregon, Clackamas County, and Washington County have all declared a State of Emergency due to the devastating effects of the COVID-19 pandemic; and

WHEREAS, to slow the spread of the COVID-19 virus, many businesses in Wilsonville and throughout the State were ordered to be closed by the Governor of Oregon in order to keep the public as safe as possible; and

WHEREAS, when the City passed its Emergency Declaration it anticipated that City resources would be needed to respond to the threat of COVID-19; and

WHEREAS the City Council appointed a three-person task force (“Task Force”) to study existing small business relief programs offered by other local jurisdictions and to provide a recommendation to City Council on relief options that the City of Wilsonville could offer to its local small business owners; and

WHEREAS, the Task Force has made its recommendation for a Small Business COVID-19 Grant Program (“Grant Program”), attached hereto as **Exhibit A**, and incorporated by reference herein; and

WHEREAS the City has identified up to TWO HUNDRED THOUSAND DOLLARS (\$200,000) in Transient Lodging Tax funds available to fund the Grant Program.

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

1. The Small Business COVID-19 Grant Program is hereby authorized and adopted, utilizing the funding sources identified above.
2. The City Manager, in consultation with the Finance Director and the Economic Development Manager, is authorized to immediately begin accepting and reviewing applications for Grant awards, as set forth in the Grant Program.
3. At the close of the application period, the City Manager is authorized to award up to TWO HUNDRED THOUSAND DOLLARS (\$200,000) in Transient Lodging

Tax funds for Small Business Grants, as set forth in the Grant Program.

4. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of April 2020, 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. Small Business COVID-19 Grant Program



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: April 20, 2020	Subject: Resolution No. 2809 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: April 20, 2020 <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. 2809.		
Recommended Language for Motion: I move to approve Resolution No. 2809.		
Project / Issue Relates To:		
<input 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 FY2019/20 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 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 supplemental being presented is in direct response to the COVID-19 emergency response. \$50,000 in fund balance from the Water CIP fund will be transferred to the General Fund to be available for the Wilsonville Community Sharing program. This funding is for their general program which can be used on rent, non-city related utilities including Wi-Fi and mobile. In addition, the General Fund will contribute \$200,000 from contingency from unspent Transient Lodging Taxes collected. In total, the City of Wilsonville will contribute \$250,000 to the program to be expensed through the Administration budget.

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, April 15, 2020. Adoption of the Supplemental Budget Adjustment is required prior to the end of the fiscal year, June 30, 2020.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 4/7/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 4/15/2020

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 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. Supplemental Budget Adjustments
2. Resolution No. 2809
 - A. Need, Purpose And Amount: Detail By Fund & Category

Attachment #1-Supplemental Budget Adjustments

Budget Requests -Non-Capital Project Related

General Fund Administration Program:

Tourism and development	\$ 200,000	Funded by General Fund Hotel/Motel Tax
Wilsonville Community Sharing	50,000	Funded by Water CIP Fund from Lease Revenues
Total Requests	\$ 200,000	

RESOLUTION NO. 2809

A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2019-20.

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2019-20 by Resolution No. 2750; 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 20th day of April and filed with Wilsonville City Recorder this same date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Councilor President Akervall
Councilor Lehan
Councilor West
Councilor Linville

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			
Revenues			
Interfund transfers	\$ (3,767,812)	\$ (50,000)	\$ (3,817,812)
All other resources	(41,798,160)	-	(41,798,160)
Total increase in resources	(45,565,972)	(50,000)	(45,615,972)
Expenses			
Miscellaneous Expense	1,881,424	250,000	2,131,424
Contingency	7,677,449	(200,000)	7,477,449
All other requirements	31,110,497	-	31,110,497
Net change in requirements	\$ 45,565,972	\$ 50,000	\$ 40,719,370
Supplemental budget adjustment recognizes the transfer in from Water CIP and the General Fund's addition to C-19 economic relief programs.			
Water CIP Fund			
Expenses			
Interfund transfers	\$ 845,116	\$ 50,000	\$ 895,116
Contingency	854,388	(50,000)	804,388
All other requirements	7,193,213	-	7,193,213
Net change in requirements	\$ 8,892,717	\$ -	\$ 8,892,717
Supplemental budget adjustment recognizes the transfer from Water CIP to the General Fund for the C-19 economic relief programs.			



CITY COUNCIL STAFF REPORT

Meeting Date: April 20, 2020		Subject: Ordinance No. 841 – 1st Reading Residential Code Modernization	
		Staff Member: Daniel Pauly, Planning Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: April 20, 2020 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: April 20, 2020 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: May 4, 2020 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable	
		Comments: At their March 11 meeting, the Planning Commission unanimously approved a recommendation to City Council to adopt the proposed amendments.	
Staff Recommendation: Staff recommends that Council adopt Ordinance No. 841 on first reading.			
Recommended Language for Motion: I move to approve Ordinance No. 841 on first reading			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Organizational Excellence and Continuous Improvement; Thoughtful, Inclusive Built Environment	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE CITY COUNCIL:

Hold a public hearing regarding the proposed amendments to the Wilsonville Comprehensive Plan and Development Code to improve clarity, consistency, and usability of standards related to density and open space in the Planned Development Residential (PDR) and Residential (R) zones.

EXECUTIVE SUMMARY:

Outside of Villebois and Frog Pond, the City adopted most of the current residential development standards in 2000. The City subsequently adopted changes to Open Space standards in 2005 and changes to Accessory Dwelling Units standards in 2010 and 2019. Application of the various standards over the years have brought forward a number of issues. The recommended Comprehensive Plan and Development Code text amendments intend to provide clarifications and resolve inconsistencies to address these items. Topics addressed by the proposed amendments include clarifying/defining how density is calculated and conflicts between different standards that take up or consume land (such as minimum lot size, minimum density, required amount of open space, street improvement standards, and stormwater facility requirements). In addition, the amendments address the approach to calculating open space, particularly for smaller projects, and ensuring quality design of open spaces. A summary of these proposed changes is attached (Attachment 2).

After substantial research, staff prepared draft recommendations for Comprehensive Plan and Development Code text amendments to address the issues and worked to refine them with the Planning Commission over five work sessions and City Council over two work sessions. Staff also sought to inform and gather input from targeted interested parties and the public at large utilizing an online survey on *Let's Talk, Wilsonville!*, public notices, and targeted outreach. On March 11, 2020 the Planning Commission held a public hearing and following the hearing unanimously recommended adoption of the proposed amendments to City Council.

A number of guiding concepts for the project informed the development of the recommendations, including:

- No proposed changes to allowed uses
- No proposed changes to existing Comprehensive Plan Map Designations or Zone Map Designations
- Better coordinate minimum and typical lot sizes with Comprehensive Plan/Zoning density ranges
- Maintain the Comprehensive Plan density range as the policy guidance for allowed density/number of units
- Allow predictable flexibility rather than uncertainty associated with the current waiver process
- Mirror the Residential Neighborhood (RN) zone as applicable
- Emphasize quality over quantity for open space

The proposed updates are most applicable to about 63 acres of unbuilt and underbuilt land within the City limits currently located within one of the seven PDR zones or likely to be in one of these zones in the future. The proposed updates may also apply to land added to the City in the future if the land is assigned a PDR zone. The proposed updates will not apply to the Frog Pond residential area (Residential Neighborhood Zone) or Villebois residential areas (Village Zone) as these areas are not in PDR zones. The proposed updates also do not apply to existing neighborhoods planned and built under existing standards, including those within PDR zones. Previously approved plans will continue to control what can be built in these neighborhoods unless a neighborhood is redesigned and rebuilt on a large scale. While the amount of land the recommended code amendments impact are limited, it is critical this limited amount of land is planned and developed efficiently and with quality design.

The package of amendments before the Council reflect the direction from Council given over two work sessions in February and March. Per Council direction staff removed the provision to allow 10% of larger private yards to count as open space and also, added a provision that half the open space requirement in a development must be usable and provided outside the Significant Resource Overlay Zone (SROZ). The Council will also notice the addition of edits to Section 4.139.11, which addresses SROZ density transfer, to make the section consistent with existing language already adopted in Section 4.124.

Staff has reviewed the proposed edits against applicable standards in the Comprehensive Plan, Development Code, Metro code, and state rules and statutes, as outlined in the Compliance Findings Report (Exhibit B to Attachment 1), establishing compliance of the proposed amendments with applicable standards.

EXPECTED RESULTS:

Adoption of the proposed amendments to the Comprehensive Plan and Development Code.

TIMELINE:

The City Council is scheduled for a first reading on April 20, 2020 and second reading on May 4, 2020. The Ordinance would become effective 30 days after the second reading, June 3, 2020.

CURRENT YEAR BUDGET IMPACTS:

This project is using internal staff resources.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 4/8/2020

LEGAL REVIEW / COMMENT:

Reviewed by: ARGH Date: 4/15/2020

COMMUNITY INVOLVEMENT PROCESS:

Staff developed a survey discussing the various aspects of the proposed changes and posted it on *Let's Talk, Wilsonville!* Staff sent an invitation to participate as well as a link to the survey to a list of identified stakeholders. The list included developers, builders, real estate brokers, planners, architects, and engineers. The City also advertised the public hearing to about 3,800 property owners and interested parties.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Clearer standards and better design of residential neighborhoods and open spaces.

ALTERNATIVES:

The Council may modify the text amendments, continue the hearing for further discussion, or not pursue the amendments at this time.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Ordinance No. 841
 - A. Amended Comprehensive Plan Text and Development Code Text (Redline and Clean Read Versions)
 - Comprehensive Plan Text
 - Development Code: Definitions
 - Development Code: Open Space Standards
 - Development Code: Residential (R) Zone
 - Development Code: Planned Development Residential (PDR) Zones
 - Development Code: Significant Resource Overlay Zone (SROZ)
 - B. Compliance Findings
 - C. Planning Commission Record
2. Explanation of Recommended Comprehensive Plan and Development Code Amendments

ORDINANCE NO. 841

AN ORDINANCE OF THE CITY OF WILSONVILLE ADOPTING TEXT AMENDMENTS TO THE WILSONVILLE COMPREHENSIVE PLAN AND DEVELOPMENT CODE REGARDING THE PLANNED DEVELOPMENT RESIDENTIAL (PDR) AND RESIDENTIAL (R) ZONES.

WHEREAS, most Wilsonville Development Code standards for the Planned Development Residential “PDR” Zone and Residential “R” Zone, were adopted in 2000; and

WHEREAS, the City adopted amendments to residential open space standards in 2005 and amendments concerning Accessory Dwelling Units in 2010 and 2019; and

WHEREAS, years of implementing current standards have identified opportunities to improve the standards and to resolve inconsistencies, as well as enable reasonable development for sites of various sizes; and

WHEREAS, City staff researched and drafted potential updates to these standards; and

WHEREAS, the Planning Commission has held five work sessions and the City Council has held two work sessions to help guide and shape the recommended updates; and

WHEREAS, the City reached out to parties involved in residential development in the recent past in Wilsonville, as well as other interested parties for input; and

WHEREAS, the City expects the proposed Development Code and Comprehensive Plan text amendments to enable high quality and efficiently designed residential development on the developable residential land within the City in the PDR and R Zones to serve the needs of residents for years to come; and

WHEREAS, the Planning Commission, after Public Hearing Notices were timely mailed to impacted residential properties and interested parties and published, held a Public Hearing on March 11, 2020 to review the proposed amendments to the Wilsonville Comprehensive Plan and Development Code, and to gather additional testimony and evidence regarding the proposal; and

WHEREAS, upon duly considering the subject, the Planning Commission recommended the City Council adopt the amendments to the Comprehensive Plan text and Development Code text by unanimously voting to approve Resolution No. LP20-0001; and

WHEREAS, findings demonstrating compliance with applicable provisions of the Comprehensive Plan and Development Code as well as Metro and State rules and statutes have been made as contained in Exhibit B, attached hereto and incorporated by reference herein; and

WHEREAS, a copy of the record of the aforementioned Planning Commission action and recommendation is marked Exhibit C, attached hereto and incorporated by reference herein; and

WHEREAS, following the Planning Commission public hearing, the Planning Director, forwarded the recommended amendments to the Wilsonville Comprehensive Plan and Development Code onto the City Council, along with a Staff Report and attachments, in accordance with the public hearing and notice procedures that are set forth in Sections 4.012, 4.197, and 4.198 of the Wilsonville Code; and

WHEREAS, the City Council, after public hearing notices were provided to over 3,800 property owners, a list of interested agencies, emailed to over 60 people, and posted in 4 locations throughout the City and on the City website, held a public hearing on April 20, 2020 to review the recommended amendments to the Wilsonville Comprehensive Plan and Development Code, and to gather additional evidence and testimony regarding the amendments; and

WHEREAS, the City Council afforded all interested parties an opportunity to be heard on the subject and has entered all available evidence and testimony into the public record of its proceeding; and

WHEREAS, the City Council duly considered the Planning Commission recommendation and all the exhibits and testimony introduced and offered by all interested parties.

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

1. FINDINGS.

The above-recited findings are adopted and incorporated by reference herein as findings and conclusions of Resolution No. LP20-0001, which includes the staff report. The City Council further finds and concludes that the adoption of the proposed Development Code and Comprehensive Plan text amendments, are necessary for the good of the public of the municipality as described in Exhibit B.

2. DETERMINATION.

Based on such findings, the City Council hereby adopts Development Code and Comprehensive Plan text amendments, attached hereto as Exhibits A. The City Recorder is hereby directed to prepare final formatting to make sure such style and conforming changes match the format and style of the Wilsonville Development Code and Comprehensive Plan.

3. EFFECTIVE DATE OF ORDINANCE.

This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the 20th day of April 2020, commencing at the hour of 7 p.m., at Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon, and scheduled for second reading at the following City Council meeting commencing at the same place on May 4, 2020 at 7 p.m.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 4th day of May, 2020, by the following votes:

Yes: ___ No: ___

Kimberly Veliz, City Recorder

DATED and signed by the Mayor the 4th day of May, 2020.

TIM KNAPP, MAYOR

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

Exhibits:

- A. Amended Comprehensive Plan Text and Development Code Text
- B. Compliance Findings
- C. Planning Commission Record

Ordinance No. 841 Exhibit A

Comprehensive Plan Text Amendments (Redline Version)

Omitted Text Struckthrough
Added Text Red and Underlined

Implementation Measure 4.1.4.p In an effort to balance residential growth with the City's employment base, the City shall encourage the development of housing to meet the needs of the employees working in the City.

Implementation Measure 4.1.4.q The City will continue to allow for mobile homes and manufactured dwellings, subject to development review processes that are similar to those used for other forms of housing. Individual units will continue to be allowed on individual lots, subject to design standards. Mobile home parks and subdivisions shall be subject to the same procedures as other forms of planned developments.

Implementation Measure 4.1.4.r All development, except as indicated in the lowest density districts, will coincide with the provision of adequate streets, water, and sanitary sewerage and storm drainage facilities, as specified in the Public Facilities and Services Section of the Plan. These facilities shall be (a) capable of adequately serving all intervening properties as well as the proposed development and (b) designed to meet City standards.

Implementation Measure 4.1.4.s Residential subdivisions, including mobile home subdivisions, shall be developed with paved streets, curbs and gutters, street lights and walkways, according to City standards. All utilities, other than storm water facilities, will be placed underground.

Implementation Measure 4.1.4.t Site plans will provide for adequate open space to (a) protect adjacent properties; and (b) provide ample yard space and play areas for residents. The residential character of established neighborhoods, particularly low density developments, shall also be protected as surrounding development occurs. Site development standards shall continue to be applied to ensure compatibility with adjacent land uses. High design standards will be established for signage and appearance, including the landscaping of setback areas and the designation of access points.

Implementation Measure 4.1.4.u To provide variety and flexibility in site design and densities, residential lands shown on the Land Use Map and legislative Master Plans of the Comprehensive Plan have been divided into districts, with different density ranges for each district. In all residential developments, other than those that are so small that it is not mathematically feasible to achieve the prescribed minimum density, the 80% minimum shall apply. The following density ranges have been prescribed for each district:

Density: 0-1 units/acre
 2-3 units/acre
 4-5 units/acre
 6-7 units/acre
 10-12 units/acre
 ~~18~~16-20 units/acre

Densities may also be defined for specific areas in legislative Master Plans.

Implementation Measure 4.1.4.cc In order to encourage originality, flexibility, and innovation in land development, and minimize monotonous standardized subdivisions, all subdivisions over two acres in size require Planned Development review (P.D.R.). Multi-plexes and single-family attached units may also be approved as part of a planned development.

Implementation Measure 4.1.4.dd Continue the development of a renewal program to update/upgrade the "Old Town" area of Wilsonville.

RESIDENTIAL PLANNING DISTRICTS SHOWN ON THE LAND USE MAP OF THE COMPREHENSIVE PLAN

Density (0-1 du/ac)

The purpose of this district is to provide for very low density housing areas to satisfy individuals desiring to own a large lot within an urban setting. This district recognizes and protects existing and future large-lot developments within the City. ~~This density would generally fall under the PDR-1 zoning district category as outlined in the Development Code.~~

The following areas should be designated and developed at this density:

1. Areas which are currently developed at suburban densities and where little need exists for redevelopment.
2. Areas where transportation is limited to minor collector and local streets, and where high volume traffic would create safety problems.
3. Areas where sensitivity to the natural environment or natural hazards warrant a reduced density.

Density (2-3-or 4-5 du/ac)

The purpose of ~~this-these~~ districts ~~is-are~~ to provide for low density residential areas. ~~The 2-3 du/acre density would generally fall under the PDR-2 zoning district category as outlined in the Development Code. The 4-5 du/acre density would generally fall under the PDR-2 and PDR-3 (or other categories that could work out to this level of density) zoning district category as outlined in the Development Code.~~

The following areas should be designated and developed at this density:

1. Areas with access to a minor arterial, collector, or local streets. However, direct vehicular access from individual lots onto a minor arterial will be restricted.
2. Undeveloped areas adjacent to existing lower density developments, or near the fringe of the Urban Growth Boundary.
3. Areas where sensitivity to the natural environment or natural hazards warrant a reduced density.

Density (6-7 or 10-12 du/ac)

The purpose of ~~this~~ these districts ~~is~~ are to ensure an efficient use of urban land by providing for the development of medium density housing areas. ~~This density would generally fall under the PDR 3 and PDR 4 (or other categories that could work out to this level of density) zoning districts category as outlined in the Development Code.~~

The following areas should be designated and developed as urban medium density:

1. Areas with access to a major or minor arterial or collector street. Siting should not, however, result in significant traffic impacts through lower density residential areas.
2. Areas located near or adjacent to commercial areas, employment centers and/or mass transit routes.
3. Areas adjacent to urban lower density developments or planning districts.

Permitted uses in this district typically include single family dwellings, whether detached or attached, accessory dwelling units, multi-family dwellings, including duplexes and tri-plexes, and mobile home parks or subdivisions, multi-family developments, including duplexes and multi-plexes and mobile home parks or subdivisions, will be subject to Development Review approval.

Neighborhood or convenience commercial uses may be permitted as part of a Planned Development but should be integrated into the design of the surrounding residential development, i.e., first floor of multi-story structure or similar design as residential units. Such commercial developments shall be limited to locations where there is clearly demonstrated local need. All such uses shall be subject to Development Review approval.

Density (~~18~~16-20-du/ac)

The purpose of this district is to provide for efficient use of land near the major commercial or employment centers by providing for high-density residential development. It is a further purpose of this district to encourage mixed uses in commercial areas. ~~This density would generally fall under the PDR 6 and PDR 7 (or other categories that could work out to this level of density) zoning district categories as outlined in the Development Code.~~

The following areas may be designated urban high-density residential:

1. Areas located on major or minor arterials and where such development will not result in significant traffic impacts through low- or medium-density residential areas.
2. Areas located within or adjacent to major shopping centers, employment centers and/or adjacent to mass transit routes.

Because of the land use intensity allowable in this district, the zoning will be restricted to a Planned Development review.

All developments will be subject to Development Review Board approval, including lot sizes, setbacks, open space, and parking requirements. Where feasible, under-structure parking will be encouraged on structures over two (2) stories in height.

Residential – Village

See the Compact Urban Development section of this Plan for the description of the Residential Village designation.

Residential – Neighborhood

See the Residential Neighborhood section of this Plan for the description of the Residential Neighborhood designation.

ENVIRONMENTAL RESOURCES AND COMMUNITY DESIGN

At a glance, most land appears to be much the same as the lands surrounding it, with the exception of obvious differences such as topography and vegetation. However, a more detailed analysis can reveal distinct differences in the land composition and physical characteristics of nearly any two adjacent parcels of land. These differences can affect the overall suitability of a particular parcel of land for various types of land use. Each piece of land has a natural land use intensity potential which results from variations in its physical features and their interrelationships with natural processes, such as:

1. Underlying geological deposits and associated characteristics.
2. Types of surface soils and associated characteristics.
3. Water, the hydrologic cycle and natural drainage.
4. Slope of the land.
5. Vegetative cover (type, size, and location).
6. Weather conditions.
7. Character of adjoining natural features and developments.

Certain combinations of these natural features and processes can create inherently hazardous or unstable conditions which have special significance to humans and their land use activities. These conditions, referred to as natural hazards, are more appropriately labeled physical or natural limitations and occur in the form of:

1. Flood plains and wetlands
2. Runoff and erosion potentials.
3. Soil instability, including landslides, settlement, shrink/swell potential and earthquakes.

In addition to natural limitations, there are also natural potentials which can provide a more desirable living environment if given proper consideration in determining land use patterns and development design. The elements which offer these potentials are:

1. Existing vegetation.

Ordinance No. 841 Exhibit A

Comprehensive Plan Text Amendments (Clean Read Version)

Implementation Measure 4.1.4.p In an effort to balance residential growth with the City's employment base, the City shall encourage the development of housing to meet the needs of the employees working in the City.

Implementation Measure 4.1.4.q The City will continue to allow for mobile homes and manufactured dwellings, subject to development review processes that are similar to those used for other forms of housing. Individual units will continue to be allowed on individual lots, subject to design standards. Mobile home parks and subdivisions shall be subject to the same procedures as other forms of planned developments.

Implementation Measure 4.1.4.r All development, except as indicated in the lowest density districts, will coincide with the provision of adequate streets, water, and sanitary sewerage and storm drainage facilities, as specified in the Public Facilities and Services Section of the Plan. These facilities shall be (a) capable of adequately serving all intervening properties as well as the proposed development and (b) designed to meet City standards.

Implementation Measure 4.1.4.s Residential subdivisions, including mobile home subdivisions, shall be developed with paved streets, curbs and gutters, street lights and walkways, according to City standards. All utilities, other than storm water facilities, will be placed underground.

Implementation Measure 4.1.4.t Site plans will provide for adequate open space to (a) protect adjacent properties; and (b) provide ample yard space and play areas for residents. The residential character of established neighborhoods, particularly low density developments, shall also be protected as surrounding development occurs. Site development standards shall continue to be applied to ensure compatibility with adjacent land uses. High design standards will be established for signage and appearance, including the landscaping of setback areas and the designation of access points.

Implementation Measure 4.1.4.u To provide variety and flexibility in site design and densities, residential lands shown on the Land Use Map and legislative Master Plans of the Comprehensive Plan have been divided into districts, with different density ranges for each district. In all residential developments, other than those that are so small that it is not mathematically feasible to achieve the prescribed minimum density, the 80% minimum shall apply. The following density ranges have been prescribed for each district:

Density:	0-1 units/acre
	2-3 units/acre
	4-5 units/acre
	6-7 units/acre
	10-12 units/acre
	16-20 units/acre

Densities may also be defined for specific areas in legislative Master Plans.

Implementation Measure 4.1.4.cc In order to encourage originality, flexibility, and innovation in land development, and minimize monotonous standardized subdivisions, all subdivisions over two acres in size require Planned Development review (P.D.R.). Multi-plexes and single-family attached units may also be approved as part of a planned development.

Implementation Measure 4.1.4.dd Continue the development of a renewal program to update/upgrade the "Old Town" area of Wilsonville.

RESIDENTIAL PLANNING DISTRICTS SHOWN ON THE LAND USE MAP OF THE COMPREHENSIVE PLAN

Density (0-1 du/ac)

The purpose of this district is to provide for very low density housing areas to satisfy individuals desiring to own a large lot within an urban setting. This district recognizes and protects existing and future large-lot developments within the City.

The following areas should be designated and developed at this density:

1. Areas which are currently developed at suburban densities and where little need exists for redevelopment.
2. Areas where transportation is limited to minor collector and local streets, and where high volume traffic would create safety problems.
3. Areas where sensitivity to the natural environment or natural hazards warrant a reduced density.

Density (2-3 or 4-5 du/ac)

The purpose of these districts are to provide for low density residential areas.

The following areas should be designated and developed at this density:

1. Areas with access to a minor arterial, collector, or local streets. However, direct vehicular access from individual lots onto a minor arterial will be restricted.
2. Undeveloped areas adjacent to existing lower density developments, or near the fringe of the Urban Growth Boundary.
3. Areas where sensitivity to the natural environment or natural hazards warrant a reduced density.

Density (6-7 or 10-12 du/ac)

The purpose of these districts are to ensure an efficient use of urban land by providing for the development of medium density housing areas.

The following areas should be designated and developed as urban medium density:

1. Areas with access to a major or minor arterial or collector street. Siting should not, however, result in significant traffic impacts through lower density residential areas.
2. Areas located near or adjacent to commercial areas, employment centers and/or mass transit routes.
3. Areas adjacent to urban lower density developments or planning districts.

Permitted uses in this district typically include single family dwellings, whether detached or attached, accessory dwelling units, multi-family dwellings, including duplexes and tri-plexes, and mobile home parks or subdivisions, multi-family developments, including duplexes and multi-plexes and mobile home parks or subdivisions, will be subject to Development Review approval.

Neighborhood or convenience commercial uses may be permitted as part of a Planned Development but should be integrated into the design of the surrounding residential development, i.e., first floor of multi-story structure or similar design as residential units. Such commercial developments shall be limited to locations where there is clearly demonstrated local need. All such uses shall be subject to Development Review approval.

Density (16-20 du/ac)

The purpose of this district is to provide for efficient use of land near the major commercial or employment centers by providing for high-density residential development. It is a further purpose of this district to encourage mixed uses in commercial areas.

The following areas may be designated urban high-density residential:

1. Areas located on major or minor arterials and where such development will not result in significant traffic impacts through low- or medium-density residential areas.
2. Areas located within or adjacent to major shopping centers, employment centers and/or adjacent to mass transit routes.

Because of the land use intensity allowable in this district, the zoning will be restricted to a Planned Development review.

All developments will be subject to Development Review Board approval, including lot sizes, setbacks, open space, and parking requirements. Where feasible, under-structure parking will be encouraged on structures over two (2) stories in height.

Residential – Village

See the Compact Urban Development section of this Plan for the description of the Residential Village designation.

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ENVIRONMENTAL RESOURCES AND COMMUNITY DESIGN

At a glance, most land appears to be much the same as the lands surrounding it, with the exception of obvious differences such as topography and vegetation. However, a more detailed analysis can reveal distinct differences in the land composition and physical characteristics of nearly any two adjacent parcels of land. These differences can affect the overall suitability of a particular parcel of land for various types of land use. Each piece of land has a natural land use intensity potential which results from variations in its physical features and their interrelationships with natural processes, such as:

1. Underlying geological deposits and associated characteristics.
2. Types of surface soils and associated characteristics.
3. Water, the hydrologic cycle and natural drainage.
4. Slope of the land.
5. Vegetative cover (type, size, and location).
6. Weather conditions.
7. Character of adjoining natural features and developments.

Certain combinations of these natural features and processes can create inherently hazardous or unstable conditions which have special significance to humans and their land use activities. These conditions, referred to as natural hazards, are more appropriately labeled physical or natural limitations and occur in the form of:

1. Flood plains and wetlands
2. Runoff and erosion potentials.
3. Soil instability, including landslides, settlement, shrink/swell potential and earthquakes.

In addition to natural limitations, there are also natural potentials which can provide a more desirable living environment if given proper consideration in determining land use patterns and development design. The elements which offer these potentials are:

1. Existing vegetation.

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Definitions (Redline Version)

Omitted Text Struckthrough
Added Text Red and Underlined

Development Code Text Amendments: Definitions (Redline Version)

Section 4.001 Definitions.

In addition to the definitions set forth in Section 4.001, below, for the purpose of this Chapter, the following terms are hereby defined. The word "occupy" includes premises designed or intended to be occupied. The word "shall" is always mandatory. All other words shall have the following respective meanings, unless the context otherwise requires:

70. Crown Cover: The area within the drip line or perimeter of the foliage of a tree.
71. Curb Line: The line indicating the edge of the roadway within the overall right-of-way.
72. Curfew. A time each night after which certain electric illumination must be turned off or reduced in intensity. [Added by Ord. 649, 6/2/08]
73. DATELUP: An acronym for the Dammasch Area Transportation-Efficient Land Use Plan, which is the City of Wilsonville's 1997 adopted land-use plan within the Comprehensive Plan Area of Special Concern "B".
74. Design: The conceptualization of the built environment in response to specific sets of human needs and desires.
75. Design Standards, Village Center: Criteria applicable to the design and construction of development within the Village Center, to guide the selection and arrangement of building elements to achieve a minimum level of quality and consistency in the finished product.
76. Design Principles, Village Zone: The fundamental concepts that support the objectives of the Master Plan and guide the intrinsic qualities of the built environment within the Residential Village Plan District. Design Principles are implemented through conformance with the Design Standards.
77. Design Standards, Village Zone: Criteria applicable to the design and construction of development within the Village zone, to guide the selection and arrangement of building elements to achieve a minimum level of quality and consistency in the finished product.
78. Density: The number of residential units per acre of land.
79. Development: Any human-caused change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located or storage of equipment or materials located within the area of special flood hazard. [Amended by Ord. # 647, 4/21/08]
80. Development Area, Gross: The total or entire area of a Stage I Master Plan, or if no Stage I Master Plan is required a Tentative Plat, after subtracting out (1) land area within the City's Significant Resource Overlay Zone and (2) land area encumbered by a Bonneville Power Administration power line easement.
- ~~79.~~81. Development Standards: Criteria established for initial planning of any change to improved or unimproved real estate that determines the relative size and arrangement of common building elements in order to achieve a certain level of quality and consistency in the built environment.

Ordinance No. 841 Exhibit A

**Development Code
Text Amendments:
Definitions

(Clean Read Version)**

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Definitions (Clean Read Version)

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Ordinance No. 841 Exhibit A

Development Code Text Amendments: Open Space (Redline Version)

Omitted Text Struckthrough
Added Text Red and Underlined

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Open Space (Redline Version)

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

~~(.01) Outdoor Recreational Area in Residential Developments.~~

~~A. Purpose. The purposes of the following standards for outdoor recreational area are to provide adequate light, air, open space and usable recreational facilities to occupants of each residential development. Outdoor recreational area shall be:~~

- ~~1. Designed with a reasonable amount of privacy balanced between indoor and outdoor living areas. Such outdoor recreational area shall be provided consistent with the requirements of this Section.~~
- ~~2. Recreational areas shall be provided in keeping with the needs of the prospective tenants and shall not be located in required yards, parking, or maneuvering areas, or areas that are inaccessible. Standards for outdoor recreational areas may be waived by the Development Review Board upon finding that the recreational needs of the residents will be adequately met through the use of other recreational facilities that are available in the area.~~
- ~~3. In mixed-use developments containing residential uses, the Development Review Board shall establish appropriate requirements for outdoor recreational area, consistent with this Section.~~
- ~~4. The Development Review Board may establish conditions of approval to alter the amount of required outdoor recreation area, based on findings of projected need for the development. Multi-family developments shall provide at least the following minimum recreational area:
 - ~~a. For ten (10) or fewer dwelling units, 1000 square feet of usable recreation area;~~
 - ~~b. For eleven (11) through nineteen (19) units, 200 square feet per unit;~~
 - ~~c. For twenty (20) or more units, 300 square feet per unit.~~~~
- ~~5. Outdoor recreational area shall be considered to be part of the open space required in the following subsection.~~

~~(.0201) Open Space~~

~~A. Purpose. The purposes of the following standards for open space are to provide adequate light, air, open space and usable recreational facilities to occupants of each residential development.~~

~~A. Area shall be provided in the following manner.:~~

Development Code Text Amendments: Open Space (Redline Version)

B. Area Required. The minimum open space area required in a development is an area equal to 25% of the size of the Gross Development Area.

C. Required Open Space Characteristics:

1. Size of Individual Open Spaces. For developments with 10 or more units (excluding ADU's) an open space area must be at least 2,000 square feet to be counted towards the 25% open space requirement. For developments with less than 10 units (excluding ADU's) an open space area must be at least 1,000 square feet to be counted towards the 25% open space requirement.
2. Types of Open Space and Ownership. The following types of areas count towards the minimum open space requirement if they are or will be owned by the City, a homeowners' association or similar joint ownership entity, or the property owner for Multi-family Development.
 - a. Preserved wetlands and their buffers, natural and/or treed areas, including those within the SROZ
 - b. New natural/wildlife habitat areas
 - c. Non-fenced vegetated stormwater features
 - d. Play areas and play structures
 - e. Open grass area for recreational play
 - f. Swimming and wading areas
 - g. Other areas similar to a. through f. that are publically accessible
 - h. Walking paths besides required sidewalks in the public right-of-way or along a private drive.
3. Usable open space requirements. Half of the minimum open space area, an area equal to 12.5% of the size of the Gross Development Area, shall be located outside the SROZ and be usable open space programmed for active recreational use. Any open space considered usable open space programmed for active recreation use shall meet the following requirements.
 - a. Be designed by a registered professional landscape architect with experience designing residential park areas. An affidavit of such professional's credentials shall be included in the development application material.
 - b. Be designed and programmed for a variety of age groups or other user groups.
4. Enhancing Existing Wildlife Habitat through Design of Open Space.

Development Code Text Amendments: Open Space (Redline Version)

- a. Open space designed as wildlife habitat shall be placed adjacent to and connect to existing, preserved wildlife habitat to the extent feasible.
- b. To the extent feasible, open space shall create or enhance connections between existing wildlife habitat.

~~In all residential subdivisions including subdivision portions of mixed use developments where (1) the majority of the developed square footage is to be in residential use or (2) the density of residential units is equal or greater than 3 units per acre, at least twenty five percent (25%) of the area shall be in open space excluding streets and private drives. Open space must include, as a minimum natural areas that are preserved under the City's SROZ regulations and usable open space such as public park area, tot lots, swimming and wading pools, grass area for picnics and recreational play, walking paths, and other like space. For subdivisions with less than 25% SROZ lands and those with no SROZ lands, the minimum requirement shall be ¼ acre of usable park area for 50 or less lots, ½ acre of usable park area for 51 to 100 lots, and pro rata amounts based on this formula for subdivisions exceeding 100 lots. Front, side and rear yards of individual residential lots shall not be counted towards the 25% open space.~~

~~Provided, however, where SROZ is greater than 25% of the developable area for any development, the development must also provide ¼ acre of usable park area for a development of less than 100 lots, and ½ acre of usable park area for a development of 100 lots, and pro rata amounts based on this formula for subdivisions exceeding 100 lots. The Development Review Board may waive the usable open space requirement if there is substantial evidence in the record to support a finding that the intent and purpose of the requirement will be met in alternative ways. Irrespective of the amount of SROZ, a development may not use phasing to avoid the minimum usable space requirement.~~

~~Multi family developments shall provide a minimum of 25% open space excluding streets and private drives. Open space must include, as a minimum natural areas that are preserved under the City's SROZ regulations, and outdoor recreational area as provided in 4.113(.01)(A)(1) through (5) [Amended by Ord. 589 8/15/05, Ord. 682, 9/9/10]~~

BD. Open space area required by this Section may, at the discretion of the Development Review Board, be protected by a conservation easement or dedicated to the City, either rights in fee or easement, without altering the density or other development standards of the proposed development. Provided that, if the dedication is for public park purposes, the size and amount of the proposed dedication shall meet the criteria of the City parks

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Open Space (Redline Version)

standards. The square footage of any land, whether dedicated or not, which is used for open space shall be deemed a part of the development site for the purpose of computing density or allowable lot coverage.

~~EE.~~ The Development Review Board may specify the method of assuring the long-term protection and maintenance of open space and/or recreational areas. Where such protection or maintenance are the responsibility of a private party or homeowners' association, the City Attorney shall review any pertinent bylaws, covenants, or agreements prior to recordation.

F. The open space requirements of this subsection are subject to adjustments in PDR zones pursuant to Subsection 4.124 (.08).

G. Partitions for non-Multi-family development are exempt from the open space area requirements of this subsection, however serial or adjacent partitions shall not be used to avoid the requirements.

Ordinance No. 841 Exhibit A

**Development Code
Text Amendments:
Open Space

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Development Code Text Amendments: Open Space (Clean Read Version)

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

(.01) Open Space

- A. Purpose. The purposes of the following standards for open space are to provide adequate light, air, open space and usable recreational facilities to occupants of each residential development.
- B. Area Required. The minimum open space area required in a development is an area equal to 25% of the size of the Gross Development Area.
- C. Required Open Space Characteristics:
 1. Size of Individual Open Spaces. For developments with 10 or more units (excluding ADU's) an open space area must be at least 2,000 square feet to be counted towards the 25% open space requirement. For developments with less than 10 units (excluding ADU's) an open space area must be at least 1,000 square feet to be counted towards the 25% open space requirement.
 2. Types of Open Space and Ownership. The following types of areas count towards the minimum open space requirement if they are or will be owned by the City, a homeowners' association or similar joint ownership entity, or the property owner for Multi-family Development.
 - a. Preserved wetlands and their buffers, natural and/or treed areas, including those within the SROZ
 - b. New natural/wildlife habitat areas
 - c. Non-fenced vegetated stormwater features
 - d. Play areas and play structures
 - e. Open grass area for recreational play
 - f. Swimming and wading areas
 - g. Other areas similar to a. through f. that are publically accessible
 - h. Walking paths besides required sidewalks in the public right-of-way or along a private drive.
 3. Usable open space requirements. Half of the minimum open space area, an area equal to 12.5% of the size of the Gross Development Area, shall be located outside the SROZ and be usable open space programmed for active recreational use. Any open space considered usable open space programmed for active recreation use shall meet the following requirements.

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Open Space (Clean Read Version)

- a. Be designed by a registered professional landscape architect with experience designing residential park areas. An affidavit of such professional's credentials shall be included in the development application material.
 - b. Be designed and programmed for a variety of age groups or other user groups.
4. Enhancing Existing Wildlife Habitat through Design of Open Space.
- a. Open space designed as wildlife habitat shall be placed adjacent to and connect to existing, preserved wildlife habitat to the extent feasible.
 - b. To the extent feasible, open space shall create or enhance connections between existing wildlife habitat.

[Amended by Ord. 589 8/15/05]

- D. Open space area required by this Section may, at the discretion of the Development Review Board, be protected by a conservation easement or dedicated to the City, either rights in fee or easement, without altering the density or other development standards of the proposed development. Provided that, if the dedication is for public park purposes, the size and amount of the proposed dedication shall meet the criteria of the City parks standards. The square footage of any land, whether dedicated or not, which is used for open space shall be deemed a part of the development site for the purpose of computing density or allowable lot coverage.
- E. The Development Review Board may specify the method of assuring the long-term protection and maintenance of open space and/or recreational areas. Where such protection or maintenance are the responsibility of a private party or homeowners' association, the City Attorney shall review any pertinent bylaws, covenants, or agreements prior to recordation.
- F. The open space requirements of this subsection are subject to adjustments in PDR zones pursuant to Subsection 4.124 (.08).
- G. Partitions for non-Multi-family development are exempt from the open space area requirements of this subsection, however serial or adjacent partitions shall not be used to avoid the requirements.

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (R) Zone Standards

(Redline Version)

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Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (R) Zone Standards (Redline Version)

Section 4.122. Residential Zone.

- (.01) Purpose: The purpose of this zone is to provide for standards and a simplified review process for small-scale urban low and medium density residential development. Developments in the ‘R’ zone are not intended to be Planned Developments.
- (.02) Residential Densities: Residential densities shall be ~~governed by the density range designated by the City of Wilsonville Comprehensive Plan~~ determined using Table 1 of this section based on the Comprehensive Plan Map Density Range District.

Table 1. R Zone Density Calculations.

<u>Comprehensive Plan Map Density Range District*</u>	<u>Max Density per Acre</u>	<u>Min Density per Acre</u>
<u>2-3</u>	<u>3</u>	<u>2.4</u>
<u>4-5</u>	<u>5</u>	<u>4</u>
<u>6-7</u>	<u>7.5</u>	<u>6</u>
<u>10-12</u>	<u>12</u>	<u>9.6</u>

**All dwelling unit types, except accessory dwelling units, are included for calculating density.*

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- (.03) Lot Size Qualifications:
 - A. The owner or the owner's authorized agent shall not hold or cause to be held any interest in any adjacent property with the intent to avoid PDR regulations.
 - B. The lot or any part thereof shall not be an identified area of special concern as defined in the Comprehensive Plan.
 - C. The development area must be two (2) acres or less in size. Development of larger properties shall be reviewed through planned development procedures.
 - D. Not more than thirty percent (30%) of the lot shall be covered by buildings.
- (.04) Principal Uses Permitted:
 - A. Single-Family Dwelling Units.
 - B. Duplexes. [Amended by Ord. #825, 10/15/18]
 - C. Multiple-Family Dwelling Units. [Amended by Ord. #825, 10/15/18]

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (R) Zone Standards (Redline Version)

- D. Public parks, playgrounds, recreational and community buildings and grounds, tennis courts, and similar recreational uses, all of a non-commercial nature. Any principal building or public swimming pool shall be located not less than forty-five (45) feet from any other lot in a residential or RA-H zone.
- E. Manufactured homes. [Note: Section 4.115 Standards Applying to Manufactured Housing in All Zones Where Manufactured Housing is Permitted deleted per by Ord. 538, 2/21/02.]

(.05) Accessory Uses Permitted to Single Family and Detached Dwelling Units:

- A. Accessory uses, buildings and structures customarily incidental to any of the aforesaid principal permitted uses, including accessory dwelling units subject to the standards of Subsection 4.113 (.11), located on the same lot therewith. [Amended by Ord. #825, 10/15/18]
- B. Home occupations.
- C. A private garage or parking area.
- D. Temporary real estate signs, small announcement or professional signs, and subdivision signs, as provided in Sections 4.156.05, 4.156.07, 4.156.09, and 4.156.10. [Amended by Ord. No. 704, 6/18/12]
- E. Temporary buildings for uses incidental to construction work, which buildings shall be removed immediately upon completion or abandonment of the construction work. In no case shall such buildings remain on the premises longer than ten (10) days after the receipt of a Certificate of Occupancy or the expiration of construction permits.
- F. Accessory buildings and uses shall conform to front and side yard setback requirements. If the accessory buildings and uses are detached and located behind the rear most line of the main buildings, at least one-half (1/2) of the side yard setback. In no case shall a setback less than three (3) feet be permitted unless a Reduced Setback Agreement has been approved and properly recorded, as provided in Section 4.113.
- G. Livestock and farm animals shall be permitted subject to the provisions of Section 4.162.

(.06) Accessory Uses Permitted for Duplexes and Attached Multiple-Family Dwelling Units: [Amended by Ord. #825, 10/15/18]

- A. Accessory uses, buildings and structures customarily incidental to any of the aforesaid principal permitted uses, located on the same lot therewith.
- B. Home occupations.
- C. A private garage or parking area.
- D. Temporary buildings for uses incidental to construction work, which buildings shall be removed immediately upon completion or abandonment of the construction work. In no case shall such buildings remain on the

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (R) Zone Standards (Redline Version)

premises longer than ten (10) days after the receipt of a Certificate of Occupancy or the expiration of construction permits.

- E. Accessory buildings and uses shall conform to front and side yard setback requirements. If the accessory buildings and uses are detached and located behind the rear most line of the main building, at least one-half (1/2) of the side yard setback is required.
- F. Livestock and farm animals shall be permitted, subject to the provisions of Section 4.162.

(.07) Other Standards:

- A. Minimum lot width at building line: Sixty (60) feet.
- B. Minimum street frontage of lot: Thirty (30) feet; however, no street frontage is required when the lot fronts on an approved, platted private drive.
- C. Minimum lot size: 5000 square feet.
- D. Minimum lot depth: Seventy (70) feet.
- E. Maximum building or structure height: Thirty-five (35) feet.
- F. Maximum lot coverage: Twenty percent (20%) for all residential dwelling units; thirty percent (30%) for all buildings.
- G. Block and access standards:
 - 1. Maximum block perimeter in new land divisions: 1,800 feet.
 - 2. Maximum spacing between streets or private drives for local access: 530 feet, unless waived by the Development Review Board upon finding that barriers such as railroads, freeways, existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent street extensions meeting this standard.
 - 3. Maximum block length without pedestrian and bicycle crossing: 330 feet, unless waived by the Development Review Board upon finding that barriers such as railroads, freeways, existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent pedestrian and bicycle facility extensions meeting this standard.

[Section 4.122(.07) amended by Ord. 538, 2/21/02; Ord 682, 9/9/10.]

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (R) Zone Standards

(Clean Read Version)

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (R) Zone Standards (Clean Read Version)

Section 4.122. Residential Zone.

- (.01) Purpose: The purpose of this zone is to provide for standards and a simplified review process for small-scale urban low and medium density residential development. Developments in the 'R' zone are not intended to be Planned Developments.
- (.02) Residential Densities: Residential densities shall be determined using Table 1 of this section based on the Comprehensive Plan Map Density Range District.

Table 1. R Zone Density Calculations.

Comprehensive Plan Map Density Range District*	Max Density per Acre	Min Density per Acre
2-3	3	2.4
4-5	5	4
6-7	7.5	6
10-12	12	9.6

**All dwelling unit types, except accessory dwelling units, are included for calculating density.*

- (.03) Lot Size Qualifications:
- A. The owner or the owner's authorized agent shall not hold or cause to be held any interest in any adjacent property with the intent to avoid PDR regulations.
 - B. The lot or any part thereof shall not be an identified area of special concern as defined in the Comprehensive Plan.
 - C. The development area must be two (2) acres or less in size. Development of larger properties shall be reviewed through planned development procedures.
 - D. Not more than thirty percent (30%) of the lot shall be covered by buildings.
- (.04) Principal Uses Permitted:
- A. Single-Family Dwelling Units.
 - B. Duplexes. [Amended by Ord. #825, 10/15/18]
 - C. Multiple-Family Dwelling Units. [Amended by Ord. #825, 10/15/18]
 - D. Public parks, playgrounds, recreational and community buildings and grounds, tennis courts, and similar recreational uses, all of a non-commercial nature. Any principal building or public swimming pool shall be located not less than forty-five (45) feet from any other lot in a residential or RA-H zone.

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (R) Zone Standards (Clean Read Version)

- E. Manufactured homes. [Note: Section 4.115 Standards Applying to Manufactured Housing in All Zones Where Manufactured Housing is Permitted deleted per by Ord. 538, 2/21/02.]

(.05) Accessory Uses Permitted to Single Family and Detached Dwelling Units:

- A. Accessory uses, buildings and structures customarily incidental to any of the aforesaid principal permitted uses, including accessory dwelling units subject to the standards of Subsection 4.113 (.11), located on the same lot therewith. [Amended by Ord. #825, 10/15/18]
- B. Home occupations.
- C. A private garage or parking area.
- D. Temporary real estate signs, small announcement or professional signs, and subdivision signs, as provided in Sections 4.156.05, 4.156.07, 4.156.09, and 4.156.10. [Amended by Ord. No. 704, 6/18/12]
- E. Temporary buildings for uses incidental to construction work, which buildings shall be removed immediately upon completion or abandonment of the construction work. In no case shall such buildings remain on the premises longer than ten (10) days after the receipt of a Certificate of Occupancy or the expiration of construction permits.
- F. Accessory buildings and uses shall conform to front and side yard setback requirements. If the accessory buildings and uses are detached and located behind the rear most line of the main buildings, at least one-half (1/2) of the side yard setback. In no case shall a setback less than three (3) feet be permitted unless a Reduced Setback Agreement has been approved and properly recorded, as provided in Section 4.113.
- G. Livestock and farm animals shall be permitted subject to the provisions of Section 4.162.

(.06) Accessory Uses Permitted for Duplexes and Attached Multiple-Family Dwelling Units: [Amended by Ord. #825, 10/15/18]

- A. Accessory uses, buildings and structures customarily incidental to any of the aforesaid principal permitted uses, located on the same lot therewith.
- B. Home occupations.
- C. A private garage or parking area.
- D. Temporary buildings for uses incidental to construction work, which buildings shall be removed immediately upon completion or abandonment of the construction work. In no case shall such buildings remain on the premises longer than ten (10) days after the receipt of a Certificate of Occupancy or the expiration of construction permits.
- E. Accessory buildings and uses shall conform to front and side yard setback requirements. If the accessory buildings and uses are detached and located

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (R) Zone Standards (Clean Read Version)

behind the rear most line of the main building, at least one-half (1/2) of the side yard setback is required.

- F. Livestock and farm animals shall be permitted, subject to the provisions of Section 4.162.

(.07) Other Standards:

- A. Minimum lot width at building line: Sixty (60) feet.
- B. Minimum street frontage of lot: Thirty (30) feet; however, no street frontage is required when the lot fronts on an approved, platted private drive.
- C. Minimum lot size: 5000 square feet.
- D. Minimum lot depth: Seventy (70) feet.
- E. Maximum building or structure height: Thirty-five (35) feet.
- F. Maximum lot coverage: Twenty percent (20%) for all residential dwelling units; thirty percent (30%) for all buildings.
- G. Block and access standards:
 - 1. Maximum block perimeter in new land divisions: 1,800 feet.
 - 2. Maximum spacing between streets or private drives for local access: 530 feet, unless waived by the Development Review Board upon finding that barriers such as railroads, freeways, existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent street extensions meeting this standard.
 - 3. Maximum block length without pedestrian and bicycle crossing: 330 feet, unless waived by the Development Review Board upon finding that barriers such as railroads, freeways, existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent pedestrian and bicycle facility extensions meeting this standard.

[Section 4.122(.07) amended by Ord. 538, 2/21/02; Ord 682, 9/9/10.]

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (PDR) Zone Standards

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Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (PDR) Zone Standards (Redline Version)

Section 4.124. Standards Applying To All Planned Development Residential Zones.

- (.01) Examples of principal uses that are typically permitted:
- A. Open Space.
 - B. Single-Family Dwelling Units.
 - C. Duplexes. [Added by Ord. #825, 10/15/18]
 - D. Multiple-Family Dwelling Units. [Amended by Ord. #825, 10/15/18]
 - E. Public parks, playgrounds, recreational and community buildings and grounds, tennis courts, and similar recreational uses, all of a non-commercial nature, provided that any principal building or public swimming pool shall be located not less than forty-five (45) feet from any other lot.
 - F. Manufactured homes, subject to the standards of Section 4.115 (Manufactured Housing).
- (.02) Permitted accessory uses to single family and detached dwelling units: [Amended by Ord. #825, 10/15/18]
- A. Accessory uses, buildings and structures customarily incidental to any of the principal permitted uses listed above, and located on the same lot.
 - B. Living quarters without kitchen facilities for persons employed on the premises or for guests. Such facilities shall not be rented or otherwise used as a separate dwelling unless approved as an accessory dwelling unit or duplex.
 - C. Accessory dwelling units, subject to the standards of Section 4.113 (~~.4110~~). [Amended by Ord. #825, 10/15/18]
 - D. Home occupations.
 - E. A private garage or parking area.
 - G. Temporary real estate signs, small announcement or professional signs, and subdivision signs, as provided in the provisions of Sections 4.156.05, 4.156.07, 4.156.09, and 4.156.10. [Amended by Ord. No. 704, 6/18/12]
 - H. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon completion or abandonment of the construction work.
 - I. Accessory buildings and uses shall conform to front and side yard setback requirements. If the accessory buildings and uses do not exceed 120 square feet or ten (10) feet in height, and they are detached and located behind the rear-most line of the main buildings, the side and rear yard setbacks may be reduced to three (3) feet.
 - J. Livestock and farm animals, subject to the provisions of Section 4.162.
- (.03) Permitted accessory uses for duplexes and attached multiple-family dwelling units: [Amended by Ord. #825, 10/15/18]

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (PDR) Zone Standards (Redline Version)

- A. Accessory uses, buildings, and structures customarily incidental to any of the aforesaid principal permitted uses, located on the same lot therewith.
 - B. Home occupations.
 - C. A private garage or parking area.
 - D. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon completion or abandonment of the construction work.
 - E. Accessory buildings and uses shall conform to front and side yard setback requirements. If the accessory buildings and uses do not exceed 120 square feet or ten (10) feet in height, and they are detached and located behind the rear-most line of the main buildings, the side and rear yard setbacks may be reduced to three (3) feet.
 - F. Livestock and farm animals, subject to the provisions of Section 4.162.
- (.04) Uses permitted subject to Conditional Use Permit requirements:
- A. Public and semi-public buildings and/or structures essential to the physical and economic welfare of an area, such as fire stations, sub-stations and pump stations.
 - B. Public or private clubs, lodges or meeting halls. Public or private parks, playground, golf courses, driving ranges, tennis clubs, community centers and similar recreational uses.
 - C. Churches, public, private and parochial schools, public libraries and public museums.
 - D. Neighborhood Commercial Centers limited to the provisions of goods and services primarily for the convenience of and supported by local residents, and not requiring a zone change to a commercial designation:
 - 1. The site of a Neighborhood Commercial Center was proposed at the time of the original application.
 - 2. Such centers are of a scale compatible with the surrounding residential structures.
 - 3. Such centers shall be compatible with the surrounding residential uses.
 - 4. The site of a Neighborhood Commercial Center shall be at least one-quarter (1/4) mile from any other sites zoned for commercial uses.
 - 5. The site of a Neighborhood Commercial Center shall not exceed five percent (5%) of the total area or one (1) acre, whichever is less.
 - 6. The site of a Neighborhood Commercial Center shall have direct access to a street of a collector classification and shall have direct pedestrian access to the residential areas.
 - 7. The site of a Neighborhood Commercial Center shall not include more than one quadrant of an intersection and shall not result in traffic of a nature which causes a substantial adverse impact on the residential character of the planned development.

Development Code Text Amendments: Residential (PDR) Zone Standards (Redline Version)

E. Commercial Recreation which is compatible with the surrounding residential uses and promotes the creation of an attractive, healthful, efficient and stable environment for living, shopping or working. All such uses except golf courses and tennis courts shall conform to the requirements of subsection “D” (Neighborhood Commercial Centers), above.

F. Home businesses. [Added by Ord. #825, 10/15/18]

(.05) Appropriate PDR ~~zone~~Zoning Designation and Maximum and Minimum Density based on Comprehensive Plan Density Range District:

<u>Comprehensive Plan Density *</u>	<u>Zoning District</u>
<u>0-1 u/acre</u>	<u>PDR-1</u>
<u>2-3 u/acre</u>	<u>PDR-2</u>
<u>4-5 u/acre</u>	<u>PDR-3</u>
<u>6-7 u/acre</u>	<u>PDR-4</u>
<u>10-12 u/acre</u>	<u>PDR-5</u>
<u>16-20 u/acre</u>	<u>PDR-6</u>
<u>20+ u/acre</u>	<u>PDR-7</u>

Table 1: PDR Zoning Designation and Maximum and Minimum Density based on Comprehensive Plan Density Range District

<u>Zoning Designation</u>	<u>Comprehensive Plan Map Density Range District*</u>	<u>Max Density per Acre</u>	<u>Min Density per Acre</u>
<u>PDR-1</u>	<u>0-1</u>	<u>1</u>	<u>0.8</u>
<u>PDR-2</u>	<u>2-3</u>	<u>3</u>	<u>2.4</u>
<u>PDR-3</u>	<u>4-5</u>	<u>5</u>	<u>4</u>
<u>PDR-4</u>	<u>6-7</u>	<u>7.5</u>	<u>6</u>
<u>PDR-5</u>	<u>10-12</u>	<u>12</u>	<u>9.6</u>
<u>PDR-6</u>	<u>16-20</u>	<u>20</u>	<u>16</u>
<u>PDR-7</u>	<u>Over 20</u>	<u>As approved by Zoning Order/Stage 1 Master Plan, at least 2025</u>	<u>80% of Max Density</u>

**All dwelling unit types, except accessory dwelling units, are included for calculating density.*

[Amended by Ord. #825, 10/15/18]

(.06) Unit Count Limitations. Unit count limitations are calculated as follows:

A. Maximum Unit Count. Maximum unit count at build out of Stage I Master Plan area: is calculated by taking the Gross Development Area multiplied by Maximum Density per Acre stated in Table 1 of this Code section, plus any density transferred from SROZ areas pursuant to Subsection 4.139.11 (.02). For example, any number greater than 4 and less than 5 shall be rounded down to 4.

B. Minimum Unit Count. Minimum unit count at build out of Stage I Master Plan area: 80% of maximum unit count described in A. above.

C. If the Stage I Master Plan area is subject to more than one Comprehensive Plan Map Density Range District and Zoning Designation, calculations for areas of differing

Development Code Text Amendments: Residential (PDR) Zone Standards (Redline Version)

densities shall be done separately and then summed together, and the final summed number rounded down to the nearest whole number.

(.07) Lot Standards

Table 2: Lot Standards for All PDR Zoned Lots

<u>Zoning Designation</u>	<u>Minimum Lot Size (square feet)</u>	<u>Setbacks</u>	<u>Maximum Lot Coverage (percent of lot area) of Largest Building/All Buildings^A</u>	<u>Minimum Lot Width at Building Line/Minimum Street Frontage of Lot^B (feet)</u>	<u>Minimum Lot Depth (feet)</u>	<u>Maximum Building Height (feet)</u>
<u>PDR-1</u>	<u>20,000</u>	<u>Per Section 4.113 (.03)</u>	<u>20/25</u>	<u>80/80</u>	<u>100</u>	<u>35</u>
<u>PDR-2</u>	<u>7,000</u>		<u>25/30 (more than 12000 and less than 20000 sf lot)</u> <u>40/50 (more than 8000 up to 12000 sf lot)</u> <u>45/55 (7000 to 8000 sf lot)</u>	<u>60/30</u>	<u>70</u>	
<u>PDR-3</u>	<u>4,500</u>		<u>50/60</u>	<u>40/40^C</u>	<u>60</u>	
<u>PDR-4</u>	<u>3,000</u>		<u>75/75</u>	<u>35/35^C</u>	<u>60</u>	
<u>PDR-5</u>	<u>2,000</u>		<u>75/75</u>	<u>30/30</u>	<u>60</u>	
<u>PDR-6</u>	<u>NA</u>		<u>75/75</u>	<u>30/30</u>	<u>60</u>	
<u>PDR-7</u>	<u>NA</u>		<u>75/75</u>	<u>30/30</u>	<u>60</u>	

A. A building must be completely detached from the largest building to be considered a separate building for the purpose of lot coverage calculations

B. Lot frontage may be on a public street or approved, platted private drive.

C. Lot frontage may be reduced to 24 feet when the lot fronts a cul-de-sac.

(.08) Adjustments to Ensure Minimum Density is Met. In development not involving Multi-Family Dwelling Units, if demonstrated by the applicant that it is not physically possible to accommodate the minimum number of units at the required minimum lot size and the minimum open space, the following adjustments, A.-B., shall be made to the minimum extent necessary to enable minimum density to be met. To prioritize the provision of required open space, adjustments to minimum lot size, width, and depth shall be used to the extent allowed, as described in A. below, prior to any adjustment to open space requirements as described in B. below.

A. Adjustments to Minimum Lot Size, Width, and Depth: Reduce minimum lot size of up to 20% of the residential lots, rounded consistent with Subsection (.06) above or one lot for a four-lot subdivision, by up to 20%. For example, the potential adjustment, if determined necessary, for a 100-lot subdivision in the PDR-4 zone would be to reduce 20 lots to as low as 2,400 square feet (a 20% reduction of the 3,000 square foot minimum lot size). Also reduce the minimum lot width and minimum lot depth by up to 20% as necessary to allow the reduction of lot size.

B. Adjustment to Open Space Area: Reduce the amount of open space area required pursuant to Subsection 4.113 (.01). Reduce non-usable open space to the extent possible prior to usable open space required by Subsection 4.113 (.01) C. 3. After any adjustment to open space, all subdivisions with 10 or more units must still include a minimum of one usable, programmed open space of at least 2,000 square feet meeting

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (PDR) Zone Standards (Redline Version)

the requirements of Subsection 4.113 (.01) C. 3. 4. 2. Subdivisions less than 10 units shall require one usable open space of at least 1,000 square feet meeting the same requirements.

(.0609) Block and access standards:

1. Maximum block perimeter in new land divisions: 1,800 feet.
2. Maximum spacing between streets or private drives for local access: 530 feet, unless waived by the Development Review Board upon finding that barriers such as railroads, freeways, existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent street extensions meeting this standard. [Amended by Ord. 682, 9/9/10]
3. Maximum block length without pedestrian and bicycle crossing: 330 feet, unless waived by the Development Review Board upon finding that barriers such as railroads, freeways, existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent pedestrian and bicycle facility extensions meeting this standard.

[Section 4.124(.06) amended by Ordinance No. 538, 2/21/02.]

(.0710) Signs. Per the requirements of Sections 4.156.01 through 4.156.11.
[Amended by Ord. No. 704, 6/18/12]

(.0811) Parking. Per the requirements of Section 4.155.

(.0912) Corner Vision Clearance. Per the requirements of Section 4.177.

Section 4.124.1. PDR-1:

~~The following standards shall apply in PDR-1 zones. It should be noted that lot size requirements do not specify the number of units that may be constructed per lot:~~

~~(.01) Average lot size: 30,000 square feet.~~

~~(.02) Minimum lot size: 25,000 square feet.~~

~~(.03) Minimum density at build out: One unit per 37,500 square feet.~~

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (PDR) Zone Standards (Redline Version)

~~(.04) — Other standards:~~

- ~~A. Minimum lot width at building line: Eighty (80) feet.~~
- ~~B. Minimum street frontage of lot: Eighty (80) feet.~~
- ~~C. Minimum lot depth: One hundred (100) feet.~~
- ~~D. Setbacks: per Section 4.113(.03)~~
- ~~E. Maximum building or structure height: Thirty five (35) feet.~~
- ~~F. Maximum lot coverage: Twenty percent (20%) for all residential dwelling units; twenty five percent (25%) for all buildings.~~

~~(.05) — Examples of development that is typically permitted (hypothetical 10-acre site):~~

- ~~A. Ten single family dwellings on individual lots, or~~
- ~~B. Fourteen dwelling units (any combination of multiple family or single family units).~~

[Section 4.124.1 (.05) A & B Amended by Ord. #825, 10/15/18]

Section 4.124.2. — PDR-2:

The following standards shall apply in PDR-2 zones. It should be noted that lot size requirements do not specify the number of units that may be constructed per lot:

- ~~(.01) — Average lot size: _____ 16,000 square feet.~~
- ~~(.02) — Minimum lot size: _____ 12,000 square feet.~~
- ~~(.03) — Minimum density at build out: One unit per 20,000 square feet.~~
- ~~(.04) — Other Standards:~~

- ~~A. Minimum lot width at building line: Sixty (60) feet.~~
- ~~B. Minimum street frontage of lot: Thirty (30) feet; however, no street frontage is required when the lot fronts on an approved, platted private drive. [Amended by Ord. 682, 9/9/10]~~
- ~~C. Minimum lot depth: Seventy (70) feet.~~
- ~~D. Setbacks: per Section 4.113(.03).~~
- ~~E. Maximum building or structure height: Thirty five (35) feet.~~
- ~~F. Maximum lot coverage: Twenty five percent (25%) for all residential dwelling units; thirty percent (30%) for all buildings.~~

~~(.05) — Examples of development that is typically permitted (hypothetical 10-acre site):~~

- ~~A. Twenty single family dwellings (with or without accessory dwelling units) on individual lots, or~~
- ~~B. Twenty nine dwelling units (any combination of multiple family or single family units with or without accessory dwelling units).~~

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (PDR) Zone Standards (Redline Version)

~~Section 4.124.3. PDR-3:~~

~~The following standards shall apply in PDR-3 zones. It should be noted that lot size requirements do not specify the number of units that may be constructed per lot:~~

- ~~(.01) Average lot size: _____ 7,000 square feet.~~
- ~~(.02) Minimum lot size: _____ 5,000 square feet.~~
- ~~(.03) Minimum density at build out: One unit per 8,000 square feet.~~
- ~~(.04) Other standards:~~
 - ~~A. Minimum lot width at building line: Forty (40) feet.~~
 - ~~B. Minimum street frontage of lot: Forty (40) feet; however, street frontage may be reduced to twenty four (24) feet when the lot fronts a cul-de-sac. No street frontage is required when the lot fronts on an approved, platted private drive. [Amended by Ord. 682, 9/9/10]~~
 - ~~C. Minimum lot depth: Sixty (60) feet.~~
 - ~~D. Setbacks: per Section 4.113(.03).~~
 - ~~E. Maximum building or structure height: Thirty five (35) feet.~~
 - ~~F. Maximum lot coverage: Fifty percent (50%) for lots containing less than 7000 square feet. Forty five percent (45%) for lots between 7000 and 8000 square feet. Forty percent (40%) for lots exceeding 8000 square feet.~~
- ~~(.05) Examples of development that is typically permitted (hypothetical 10-acre site):~~
 - ~~A. Fifty four single family dwellings) on individual lots, or~~
 - ~~B. Sixty two dwelling units (any combination of multiple family or single family units).~~

~~Section 4.124.4. PDR-4:~~

~~The following standards shall apply in PDR-4 zones. It should be noted that lot size requirements do not specify the number of units that may be constructed per lot:~~

- ~~(.01) Average lot size: _____ 5,000 square feet.~~
- ~~(.02) Minimum lot size: _____ 4,000 square feet.~~
- ~~(.03) Minimum density at build out: One unit per 6,000 square feet.~~
- ~~(.04) Other standards:~~
 - ~~A. Minimum lot width at building line: Thirty five (35) feet.~~
 - ~~B. Minimum street frontage of lot: Thirty five (35) feet; however, street frontage may be reduced to twenty four (24) feet when the lot fronts a cul-de-sac. No street frontage is required when the lot fronts on an approved, platted private drive. [Amended by Ord. 682, 9/9/10]~~
 - ~~C. Minimum lot depth: Sixty (60) feet.~~

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (PDR) Zone Standards (Redline Version)

- ~~D. Setbacks: per Section 4.113(.03).~~
- ~~E. Maximum building height: Thirty five (35) feet.~~
- ~~F. Maximum lot coverage: Seventy five percent (75%) for all buildings.~~

~~(.05) Examples of development that is typically permitted (hypothetical 10-acre site):~~

- ~~A. Seventy two single family dwellings (with or without accessory dwelling units) on individual lots, or~~
- ~~B. Eighty seven dwelling units (any combination of multiple family or single family units with or without accessory dwelling units).~~

Section 4.124.5. PDR-5:

The following standards shall apply in PDR-5 zones. It should be noted that lot size requirements do not specify the number of units that may be constructed per lot:

- ~~(.01) Average lot area per unit: 3,000 square feet.~~
- ~~(.02) Minimum lot size: 2,500 square feet.~~
- ~~(.03) Minimum density at build out: One unit per 4,000 square feet.~~
- ~~(.04) Other Standards:~~

- ~~A. Minimum lot width at building line: Thirty (30) feet.~~
- ~~B. Minimum street frontage of lot: Thirty (30) feet.~~
- ~~C. Minimum Lot Depth: Sixty (60) feet.~~
- ~~D. Setbacks: per Section 4.113(.03).~~
- ~~E. Maximum height: Thirty five (35) feet.~~
- ~~F. Maximum lot coverage: Seventy five percent (75%) for all buildings.~~

~~(.05) Examples of development that is typically permitted (hypothetical 10-acre site):~~

- ~~A. 108 town-house units on individual lots, or~~
- ~~B. 145 dwelling units (any combination of multiple family or single family units).~~

Section 4.124.6. PDR-6:

The following standards shall apply in PDR-6 zones. It should be noted that lot size requirements do not specify the number of units that may be constructed per lot:

- ~~(.01) Average lot area per unit: 2,000 to 2,500 square feet.~~
- ~~(.02) Minimum lot size: None.~~
- ~~(.03) Minimum density at build out: One unit per 2,500 square feet.~~
- ~~(.04) Other standards:~~

- ~~A. Minimum lot width at building line: Thirty (30) feet.~~

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (PDR) Zone Standards (Redline Version)

- ~~B. Minimum street frontage of lot: Thirty (30) feet.~~
- ~~C. Minimum lot depth: Sixty (60) feet.~~
- ~~D. Setbacks: per Section 4.113(.03).~~
- ~~E. Maximum height: Thirty-five (35) feet.~~
- ~~F. Maximum lot coverage: Seventy-five percent (75%) for all buildings.~~
- ~~(.05) Examples of development that is typically permitted (hypothetical 10-acre site):~~
 - ~~A. 174 condominium units, or~~
 - ~~B. 217 multiple family units.~~

Section 4.124.7. PDR-7:

The following standards shall apply in PDR-7 zones. It should be noted that lot size requirements do not specify the number of units that may be constructed per lot:

- ~~(.01) Average lot area per unit: _____ 2,000 square feet.~~
- ~~(.02) Minimum lot size: _____ 1,500 square feet.~~
- ~~(.03) Minimum density at build out: _____ One unit per 2,400 square feet.~~
- ~~(.04) Other standards:~~
 - ~~A. Minimum lot width at building line: Thirty (30) feet.~~
 - ~~B. Minimum street frontage of lot: Thirty (30) feet.~~
 - ~~C. Minimum lot depth: Sixty (60) feet.~~
 - ~~D. Setbacks: per Section 4.113(.03).~~
 - ~~E. Maximum building height: Thirty-five (35) feet.~~
 - ~~F. Maximum lot coverage: Seventy-five percent (75%) for all buildings.~~
- ~~(.05) Examples of development that is typically permitted (hypothetical 10-acre site):~~
 - ~~A. 174 condominium units, or~~
 - ~~B. 217 multiple family units.~~

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (PDR) Zone Standards

(Clean Read Version)

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (PDR) Zone Standards (Clean Read Version)

Section 4.124. Standards Applying To All Planned Development Residential Zones.

- (.01) Examples of principal uses that are typically permitted.
- A. Open Space.
 - B. Single-Family Dwelling Units.
 - C. Duplexes. [Added by Ord. #825, 10/15/18]
 - D. Multiple-Family Dwelling Units. [Amended by Ord. #825, 10/15/18]
 - E. Public parks, playgrounds, recreational and community buildings and grounds, tennis courts, and similar recreational uses, all of a non-commercial nature, provided that any principal building or public swimming pool shall be located not less than forty-five (45) feet from any other lot.
 - F. Manufactured homes, subject to the standards of Section 4.115 (Manufactured Housing).
- (.02) Permitted accessory uses to single family and detached dwelling units. [Amended by Ord. #825, 10/15/18]
- A. Accessory uses, buildings and structures customarily incidental to any of the principal permitted uses listed above, and located on the same lot.
 - B. Living quarters without kitchen facilities for persons employed on the premises or for guests. Such facilities shall not be rented or otherwise used as a separate dwelling unless approved as an accessory dwelling unit or duplex.
 - C. Accessory dwelling units, subject to the standards of Section 4.113 (.10). [Amended by Ord. #825, 10/15/18]
 - D. Home occupations.
 - E. A private garage or parking area.
 - G. Temporary real estate signs, small announcement or professional signs, and subdivision signs, as provided in the provisions of Sections 4.156.05, 4.156.07, 4.156.09, and 4.156.10. [Amended by Ord. No. 704, 6/18/12]
 - H. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon completion or abandonment of the construction work.
 - I. Accessory buildings and uses shall conform to front and side yard setback requirements. If the accessory buildings and uses do not exceed 120 square feet or ten (10) feet in height, and they are detached and located behind the rear-most line of the main buildings, the side and rear yard setbacks may be reduced to three (3) feet.
 - J. Livestock and farm animals, subject to the provisions of Section 4.162.
- (.03) Permitted accessory uses for duplexes and attached multiple-family dwelling units. [Amended by Ord. #825, 10/15/18]

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (PDR) Zone Standards (Clean Read Version)

- A. Accessory uses, buildings, and structures customarily incidental to any of the aforesaid principal permitted uses, located on the same lot therewith.
 - B. Home occupations.
 - C. A private garage or parking area.
 - D. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon completion or abandonment of the construction work.
 - E. Accessory buildings and uses shall conform to front and side yard setback requirements. If the accessory buildings and uses do not exceed 120 square feet or ten (10) feet in height, and they are detached and located behind the rear-most line of the main buildings, the side and rear yard setbacks may be reduced to three (3) feet.
 - F. Livestock and farm animals, subject to the provisions of Section 4.162.
- (.04) Uses permitted subject to Conditional Use Permit requirements.
- A. Public and semi-public buildings and/or structures essential to the physical and economic welfare of an area, such as fire stations, sub-stations and pump stations.
 - B. Public or private clubs, lodges or meeting halls. Public or private parks, playground, golf courses, driving ranges, tennis clubs, community centers and similar recreational uses.
 - C. Churches, public, private and parochial schools, public libraries and public museums.
 - D. Neighborhood Commercial Centers limited to the provisions of goods and services primarily for the convenience of and supported by local residents, and not requiring a zone change to a commercial designation:
 1. The site of a Neighborhood Commercial Center was proposed at the time of the original application.
 2. Such centers are of a scale compatible with the surrounding residential structures.
 3. Such centers shall be compatible with the surrounding residential uses.
 4. The site of a Neighborhood Commercial Center shall be at least one-quarter (1/4) mile from any other sites zoned for commercial uses.
 5. The site of a Neighborhood Commercial Center shall not exceed five percent (5%) of the total area or one (1) acre, whichever is less.
 6. The site of a Neighborhood Commercial Center shall have direct access to a street of a collector classification and shall have direct pedestrian access to the residential areas.
 7. The site of a Neighborhood Commercial Center shall not include more than one quadrant of an intersection and shall not result in traffic of a nature which causes a substantial adverse impact on the residential character of the planned development.

Development Code Text Amendments: Residential (PDR) Zone Standards (Clean Read Version)

E. Commercial Recreation which is compatible with the surrounding residential uses and promotes the creation of an attractive, healthful, efficient and stable environment for living, shopping or working. All such uses except golf courses and tennis courts shall conform to the requirements of subsection “D” (Neighborhood Commercial Centers), above.

F. Home businesses. [Added by Ord. #825, 10/15/18]

(.05) Appropriate PDR Zoning Designation and Maximum and Minimum Density based on Comprehensive Plan Density Range District.

Table 1: PDR Zoning Designation and Maximum and Minimum Density based on Comprehensive Plan Density Range District

Zoning Designation	Comprehensive Plan Map Density Range District*	Max Density per Acre	Min Density per Acre
PDR-1	0-1	1	0.8
PDR-2	2-3	3	2.4
PDR-3	4-5	5	4
PDR-4	6-7	7.5	6
PDR-5	10-12	12	9.6
PDR-6	16-20	20	16
PDR-7	Over 20	As approved by Zoning Order/Stage 1 Master Plan, at least 25	80% of Max Density

**All dwelling unit types, except accessory dwelling units, are included for calculating density.*

[Amended by Ord. #825, 10/15/18]

(.06) Unit Count Limitations. Unit count limitations are calculated as follows:

- A. Maximum Unit Count. Maximum unit count at build out of Stage I Master Plan area is calculated by taking the Gross Development Area multiplied by Maximum Density per Acre stated in Table 1 of this Code section, plus any density transferred from SROZ areas pursuant to Subsection 4.139.11 (.02). For example, any number greater than 4 and less than 5 shall be rounded down to 4.
- B. Minimum Unit Count. Minimum unit count at build out of Stage I Master Plan area: 80% of maximum unit count described in A. above.
- C. If the Stage I Master Plan area is subject to more than one Comprehensive Plan Map Density Range District and Zoning Designation, calculations for areas of differing densities shall be done separately and then summed together, and the final summed number rounded down to the nearest whole number.

(.07) Lot Standards.

Table 2: Lot Standards for All PDR Zoned Lots

Zoning Designation	Minimum Lot Size (square feet)	Setbacks	Maximum Lot Coverage (percent of lot area) of Largest Building/All Buildings ^A	Minimum Lot Width at Building Line/Minimum Street Frontage of Lot ^B (feet)	Minimum Lot Depth (feet)	Maximum Building Height (feet)

Development Code Text Amendments: Residential (PDR) Zone Standards (Clean Read Version)

PDR-1	20,000	Per Section 4.113 (.03)	20/25	80/80	100	35
PDR-2	7,000		25/30 (more than 12000 and less than 20000 sf lot)	60/30	70	
			40/50 (more than 8000 up to 12000 sf lot)			
			45/55 (7000 to 8000 sf lot)			
PDR-3	4,500		50/60	40/40 ^C	60	
PDR-4	3,000		75/75	35/35 ^C	60	
PDR-5	2,000		75/75	30/30	60	
PDR-6	NA		75/75	30/30	60	
PDR-7	NA	75/75	30/30	60		

- A. A building must be completely detached from the largest building to be considered a separate building for the purpose of lot coverage calculations
- B. Lot frontage may be on a public street or approved, platted private drive.
- C. Lot frontage may be reduced to 24 feet when the lot fronts a cul-de-sac.

(.08) Adjustments to Ensure Minimum Density is Met. In development not involving Multi-Family Dwelling Units, if demonstrated by the applicant that it is not physically possible to accommodate the minimum number of units at the required minimum lot size and the minimum open space, the following adjustments, A.-B., shall be made to the minimum extent necessary to enable minimum density to be met. To prioritize the provision of required open space, adjustments to minimum lot size, width, and depth shall be used to the extent allowed, as described in A. below, prior to any adjustment to open space requirements as described in B. below.

- A. Adjustments to Minimum Lot Size, Width, and Depth. Reduce minimum lot size of up to 20% of the residential lots, rounded consistent with Subsection (.06) above or one lot for a four-lot subdivision, by up to 20%. For example, the potential adjustment, if determined necessary, for a 100-lot subdivision in the PDR-4 zone would be to reduce 20 lots to as low as 2,400 square feet (a 20% reduction of the 3,000 square foot minimum lot size). Also reduce the minimum lot width and minimum lot depth by up to 20% as necessary to allow the reduction of lot size.
- B. Adjustment to Open Space Area. Reduce the amount of open space area required pursuant to Subsection 4.113 (.01). Reduce non-usable open space to the extent possible prior to usable open space required by Subsection 4.113 (.01) C. 3. After any adjustment to open space, all subdivisions with 10 or more units must still include a minimum of one usable, programmed open space of at least 2,000 square feet meeting the requirements of Subsection 4.113 (.01) C. 3. Subdivisions less than 10 units shall require one usable open space of at least 1,000 square feet meeting the same requirements.

(.09) Block and Access Standards.

1. Maximum block perimeter in new land divisions: 1,800 feet.
2. Maximum spacing between streets or private drives for local access: 530 feet, unless waived by the Development Review Board upon finding that barriers such as railroads, freeways, existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent street extensions meeting this standard. [Amended by Ord. 682, 9/9/10]
3. Maximum block length without pedestrian and bicycle crossing: 330 feet,

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Residential (PDR) Zone Standards (Clean Read Version)

unless waived by the Development Review Board upon finding that barriers such as railroads, freeways, existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent pedestrian and bicycle facility extensions meeting this standard.

[Section 4.124(.06) amended by Ordinance No. 538, 2/21/02.]

(.10) Signs. Per the requirements of Sections 4.156.01 through 4.156.11.
[Amended by Ord. No. 704, 6/18/12]

(.11) Parking. Per the requirements of Section 4.155.

(.12) Corner Vision Clearance. Per the requirements of Section 4.177.

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Significant Resource Overlay Zone (SROZ)

(Redline Version)

Omitted Text Struckthrough
Added Text Red and Underlined

Development Code Text Amendments: Significant Resource Overlay Zone (SROZ) (Redline Version)

Section 4.139.00 Significant Resource Overlay Zone (SROZ) Ordinance

Section 4.139.11 Special Provisions

- (.01) Reduced front, rear and side yard setback. Applications on properties containing the SROZ may reduce the front, rear and side yard setback for developments or additions to protect the significant resource, as approved by the Development Review Board.
- (.02) Density Transfer. For residential development proposals on lands zoned Planned Development Residential (PDR) -which contain land within the SROZ, a transfer of density shall be permitted within the ~~development proposal site~~Stage I Master Plan area. Density can only be transferred to land outside the SROZ and within the Stage I Master Plan area. ~~The following formula in A. through B. below shall be used to calculate the density that may be transferred, that shall be permitted for allowed residential use on the property:~~
- A. Step 1. Calculate Expected Maximum Density. The Expected Maximum Density (EMD) is calculated by multiplying the gross acreage of the ~~property~~Stage I Master Plan area within the SROZ but outside any BPA easements by the maximum density ~~permitted in the Wilsonville Comprehensive Plan for the Zoning Designation as shown in Table 1 of Section 4.124.~~
- B. Step 2. Reduce the EMD obtained in Step 1 by ~~Calculate 50%~~ and then round of the EMD obtained in Step 1 down to the nearest whole number. The density that shall be permitted on the property shall be equal to the EMD obtained in Step 1. This is the density (number of units) able to be transferred from the SROZ area to elsewhere in the Stage I Master Plan area provided:
- ~~1. The density credit can only be transferred to that portion of the development site that is not located within the designated Significant Resource; and~~
 - ~~2. 50% of the maximum number of dwelling units that are within the SROZ are allowed to be transferred to the buildable portion of the proposed development site provided that the applicable standards for the zone are still met including, but not limited to, allowed uses, setbacks, standards for outdoor living area, landscaping, building height and parking shall still be met.~~
- ~~Applicants proposing a density transfer must demonstrate compatibility between adjacent properties as well as satisfy the~~
- ~~setback requirements of the zone in which the development is proposed or meet Section 4.139.10 A. above; and~~
 - ~~3. The types of residential uses and other applicable standards permitted in the zone shall remain the same; and,~~
 - ~~4. Land area within the Significant Resource Overlay Zone may be used to satisfy the requirements for outdoor recreation/open space area consistent with the provisions found in Section 4.113 of the Planning and Land Development Ordinance.~~
- (.03) Alteration of constructed drainageways. Alteration of constructed drainageways may be allowed provided that such alterations do not adversely impact stream flows, flood

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Significant Resource Overlay Zone (SROZ) (Redline Version)

storage capacity and in stream water quality and provide more efficient use of the land as well as provide improved habitat value through mitigation, enhancement and/or restoration. Such alterations must be evaluated through an SRIR and approved by the City Engineer and Development Review Board.

Ordinance No. 841 Exhibit A

Development Code
Text Amendments:
Significant Resource
Overlay Zone (SROZ)

(Clean Read Version)

Ordinance No. 841 Exhibit A

Development Code Text Amendments: Significant Resource Overlay Zone (SROZ) (Clean Read Version)

Section 4.139.00 Significant Resource Overlay Zone (SROZ) Ordinance

Section 4.139.11 Special Provisions

- (.01) Reduced front, rear and side yard setback. Applications on properties containing the SROZ may reduce the front, rear and side yard setback for developments or additions to protect the significant resource, as approved by the Development Review Board.
- (.02) Density Transfer. For residential development proposals on lands zoned Planned Development Residential (PDR) which contain land within the SROZ, a transfer of density shall be permitted within the Stage I Master Plan area. Density can only be transferred to land outside the SROZ and within the Stage I Master Plan area. The formula in A. through B. below shall be used to calculate the density that may be transferred.
 - A. Step 1. Calculate Expected Maximum Density. The Expected Maximum Density (EMD) is calculated by multiplying the gross acreage of the Stage I Master Plan area within the SROZ but outside any BPA easements by the maximum density for the Zoning Designation as shown in Table 1 of Section 4.124.
 - B. Step 2. Reduce the EMD obtained in Step 1 by 50% and then round down to the nearest whole number. . This is the density (number of units) able to be transferred from the SROZ area to elsewhere in the Stage I Master Plan area provided applicable standards for the zone are still met including, but not limited to, allowed uses, setbacks, standards for outdoor living area, landscaping, building height and parking .
- (.03) Alteration of constructed drainageways. Alteration of constructed drainageways may be allowed provided that such alterations do not adversely impact stream flows, flood storage capacity and in stream water quality and provide more efficient use of the land as well as provide improved habitat value through mitigation, enhancement and/or restoration. Such alterations must be evaluated through an SRIR and approved by the City Engineer and Development Review Board.

Exhibit B
Ordinance No. 841
Compliance Findings

Residential Code Modernization

Date of Findings: April 20, 2020

Request: Amend the Wilsonville Development Code Text and Text of the Comprehensive Plan to improve clarity, consistency, and usability of standards related to density and the amount of required open space in the Planned Development Residential (PDR) and Residential (R) zones.

Affected Properties: Vacant and likely to be redeveloped land that is zoned PDR or R or has the potential to be so zoned consistent with the Comprehensive Plan. May apply to other existing development in these zones if redeveloped.

Staff Reviewer: Daniel Pauly AICP, Planning Manager

Staff Recommendation: Recommend adoption of the Development Code and Comprehensive Plan text amendments to the Wilsonville City Council.

Applicable Review Criteria:

<u>Oregon Revised Statutes:</u>	
197.303 (1)	Needed Housing Definition
197.307 (4)/227.175 (4)(b)(A)	Clear and Objective Standards for Housing
197.307 (6)	Alternative Approval of Needed Housing
197.312 (5)(a)	Development of Accessory Dwelling Units for Each Detached Single-family Dwelling
<u>Statewide Planning Goals:</u>	
Goal 1	Citizen Involvement
Goal 2	Land Use Planning
Goal 10	Housing
<u>Wilsonville Comprehensive Plan:</u>	
Introduction-Plan Amendments	Comprehensive Plan Amendments
Goal 1.1 and applicable Policy and Implementation Measures	Encourage Public Involvement
Goal 1.1 and applicable Policy and Implementation Measures	Interested, Informed, and Involved Citizenry
Implementation Measure 4.1.1.i.	Continuing to Examine Intensity of Use, Including Percentage of Lot Coverage
Policy 4.1.4 and applicable Implementation Measures	Housing
<u>Development Code:</u>	
Section 4.197	Changes and Amendments to Development Code

Section 4.198	Comprehensive Plan Changes
Metro Code	
Title 1	Housing Capacity
Title 13	Nature in Neighborhoods

Compliance Findings

As described in the Findings below, the request meets the applicable criteria.

Oregon Revised Statutes-Needed Housing Review

Needed Housing Defined

ORS 197.303 (1)

1. The proposed Comprehensive Plan and Development Code text amendments do not change the mix of needed housing allowed as governed by state law.

Clear and Objective Standards Required for Housing

ORS 197.307 (4) and 227.175 (4)(b)(A)

2. The proposed Comprehensive Plan and Development Code text amendments make a number of standards more clear and objective in compliance with these statutes. These amendments include:
 - a. Making clear the methodology to calculate the maximum and minimum number of units allowed on a given amount of land;
 - b. Defining a clear and objective adjustment process when it is not mathematically possible to meet all standards that take up land; and
 - c. Establish new clear and objective process to determine the amount of required open space.

In addition, a new standard for design of usable open space is clear and objective in that it focuses on objectively determined and clearly stated credentials of design professionals rather than subjective design standards.

Statewide Planning Goals

Citizen Involvement

Goal 1

3. As discussed in Findings 6 through 13 below, the citizen involvement processes and requirements established in Wilsonville's Comprehensive Plan consistent with Goal 1 are being followed.

Land Use Planning

Goal 2

4. The proposed Comprehensive Plan and Development Code text amendments support the goal of establishing processes and policy as a basis for making decisions on land use consistent with a Comprehensive Plan.

Housing

Goal 10

5. The proposed Comprehensive Plan and Development Code text amendments will continue to allow the City to meet its housing goals and obligations reflected in the Comprehensive Plan. Specifically:
 - The City has an existing Housing Needs Analysis and Buildable Lands Inventory adopted in 2014 collectively known as the Wilsonville Residential Land Study. The key conclusions of this study are that Wilsonville: (1) may not have a 20-year supply of residential land and (2) the City's residential policies meet Statewide Planning Goal 10 requirements.
 - Under the Metro forecast, Wilsonville is very close to having enough residential land to accommodate expected growth. Wilsonville could run out of residential land by 2032.
 - If Wilsonville grows faster than the Metro forecast, the City will run out of residential land before 2030.
 - Getting residential land ready for development is a complex process that involves decisions by Metro, City decision makers, landowners, the Wilsonville community, and others. The City is beginning the process of ensuring that additional residential land is available through the concept planning process for the Advance Road area.
 - Wilsonville is meeting Statewide Planning Goal 10 requirements to "provide the opportunity for at least 50 percent of new residential units to be attached single family housing or multiple family housing" and to "provide for an overall density of 8 or more dwelling units per net buildable acre."
 - Wilsonville uses a two-map system, with a Comprehensive Plan Map designating a density for all residential land and Zone Map with zoning to implement the Comprehensive Plan designation;
 - The proposal does not change density allowed or implement additional development standards that would negatively impact the development capacity on any land nor the allowed mix of housing types on any land maintaining or improving the capacity identified in the 2014 study;
 - The proposal modifies a variety of existing standards that take up or "consume" land, particularly lot size for some zones and the process for determining amount of required open space to ensure designated residential densities and capacities can be met under typical circumstances. In particular, the proposal will support Wilsonville's compliance with the Goal 10 requirement for mix of housing types by removing barriers such as the way open space is calculated to better allow middle housing on smaller tracts of land;
 - The proposal directly impacts approximately 13% of the developable residential land identified in the 2014 Wilsonville Residential Land Study (approximately 63 of 477 acres).

The majority of the land identified in the 2014 study is in Villebois, where the proposed changes to not apply.

- The proposal establishes a clear adjustment process when all standards that take up or “consume” land can’t mathematically be met that prioritizes meeting density requirements further ensuring the designated densities and capacities can be met and the most efficient use of land within the City while also prioritizing the provision of open space for communal benefit;
- The proposal increases lot coverage allowance in certain zones to better facilitate Accessory Dwelling Units;
- The proposed clarified method for calculating density reflects current practices, reflects density ranges on Wilsonville Comprehensive Plan Map, and methodology for the Building Lands Inventory including calculating density on gross area and excluding preserved natural areas and Bonneville Power Administration Easements;

See also Findings 14 through 17 and Finding 30.

Wilsonville Comprehensive Plan-Public Involvement

Public Involvement-In General

Goal 1.1, Policy 1.1.1,

6. By following the applicable implementation measures, see Findings 7 through 13 below, the City provided opportunities for public involvement encouraging, and providing means for, involvement of interested parties.

Early Involvement

Implementation Measure 1.1.1.a.

7. The City reached out early in the process to stakeholders previously involved in housing and residential development decisions in Wilsonville. The City sent broad notice to each property owner of property zoned or having the potential to be zoned PDR or R. The Planning Commission and City Council and community members have opportunity to comment on the proposed code amendments while still in draft form. The City held five Planning Commission work sessions and 2 City Council work sessions over the last eleven months.

Encourage Participation of Certain Individuals, Including Residents and Property Owners

Implementation Measure 1.1.1.e.

8. The City encouraged residents, property owners, and other interested parties impacted by the proposed code amendments to participate as described in Finding 7 above.

Procedures to Allow Interested Parties to Supply Information

Implementation Measure 1.1.1.f.

9. The City will afford interested parties the opportunity to provide oral input and testimony during the public hearings. In addition, the City afforded them the opportunity to provide written input and testimony.

Types of Planning Commission Meetings, Gathering Input Prior to Public Hearings Implementation Measure 1.1.1.g.

10. Prior to the scheduled public hearing on the proposed code changes and adoption of the design standards, the Planning Commission held a series of work sessions open to the public on April 10, July 10, August 14, and October 9, 2019 as well as January 8, 2020, during which the Planning Commission provided feedback incorporated into the current draft.

Public Notices for Planning Commission Meetings Implementation Measure 1.1.1.h.

11. The notice regarding the public hearing clearly indicated the type of meeting.

User Friendly Information for Public Policy 1.2.1, Implementation Measures 1.2.1.a., b., c.

12. The published notecard mailings and notices provided user-friendly information about the purpose, location, and nature of the meetings. The mailings widely publicized different ways for impacted parties to participate. The information given to impacted parties gave access to the information on which the Planning Commission will base their decision. Staff provided contact information to potentially impacted parties and answered questions raised throughout the project.

Coordinate Planning Activities with Affected Agencies Implementation Measure 1.3.1.b.

13. The proposed Comprehensive Plan and Development Code text amendments will have limited impact to other agencies.

Wilsonville Comprehensive Plan-Housing and Residential Areas

Intensity of Use, Provision of Adequate Open Space, Character of Existing Neighborhoods Implementation Measures 4.1.1.i. and 4.1.4.t.

14. The proposed Comprehensive Plan and Development Code text amendments look carefully at the intensity of use, including lot coverage, for residential development. The proposal allows additional lot coverage for certain zones to correlate with standards in the Residential Neighborhood zone. Lot coverage changes would apply to new development and will not change the character of existing neighborhoods.

Variety and Diversity of Housing

Implementation Measures 4.1.4.b., 4.1.4.d., 4.1.4.j., and 4.1.4.o.

15. The proposed Comprehensive Plan and Development Code text amendments do not change the variety of housing allowed.

Safe, Convenient, Healthful, Attractive Residential Areas with Variety

Implementation Measure 4.1.4.c.

16. The City does not anticipate the proposed Comprehensive Plan and Development Code text amendments negatively impact safety, convenience, or health of residential areas of the City.

Housing Needs

Implementation Measure 4.1.4.f.-g.,k.,m.,

17. The proposed Comprehensive Plan and Development Code text amendments do not change the mix of housing allowed in Wilsonville.

Wilsonville Development Code-Amendments to the Code

Planning Commission Public Hearing, Recommendation to City Council

Subsection 4.197 (.01) A.

18. The Planning Commission will conduct a public hearing and then, by resolution, forward findings and a recommendation to the Wilsonville City Council within the allowed 40 day timeframe.

Findings Required: Compliance with Procedures of 4.008

Subsection 4.197 (.01) B. 1., Section 4.008, Sections 4.009 through 4.024 as applicable

19. The City mailed notices to affected properties and published/posted notices consistent with established procedures for legislative actions. The City produced written findings of fact regarding the application in this document for adoption by the Planning Commission. The City also published the findings and other elements a week prior to the Public Hearing as required by law.

Findings Required: Compliance with Goals, Policies, and Objectives of Comprehensive Plan

Subsection 4.197 (.01) B. 2.

20. Findings 6 through 17 above provide findings related to the applicable goals, policies, objectives, and implementation measures of Wilsonville's Comprehensive Plan.

Findings Required: No Conflict with Over Code Provisions

Subsection 4.197 (.01) B. 3.

21. While drafting the code amendments staff took care to ensure the proposed code changes do not conflict with or endanger other provisions of the Development Code. Staff looked carefully at all definitions and provisions the initial amendments may affect and made additional changes to improve clarity and function and avoid conflicts.

Findings Required: Compliance with Statewide Land Use Planning Goals, State Rules and Statutes, Federal Statutes
Subsection 4.197 (.01) B. 4.-5.

22. Findings 1 through 5 above provide findings related to compliance with the applicable Statewide Land Use Planning Goals as well as applicable state statutes.

Affirmative Findings Required
Subsection 4.197 (.03)

23. Findings 1 through 17 provide the required affirmative findings on which a recommendation can be made to City Council for adoption of the requested amendments to the Wilsonville Development Code.

Comprehensive Plan Text Amendments

Follow Procedures in Comprehensive Plan
Subsection 4.198 (.01)

24. Findings 1 through 17 confirm the process to amend the text of Implementation Measure 4.1.4.bb. of the Comprehensive Plan follows applicable procedures established in the Comprehensive Plan.

Meet a Public Need/In the Public Interest
Subsection 4.198 (.01) A.-B. and Comprehensive Plan Introduction: Plan Amendments 4. b.-c.

25. The City proposes a number of updates to Development Code text and Comprehensive Plan text to improve clarity, consistency, and usability of standards related to density and the amount of required open space in the PDR and R zones. Periodic review of governing standards is a prudent process that ensures standards best serve the public interest and meet the public needs they are intended to meet. The clearer, more consistent, and more usable standards for determining the number of residential units to be built and the amount of open space will better be able to ensure quality development of the lands they govern.

Support Statewide Planning Goals
Subsection 4.198 (.01) C.

26. Findings 3 through 5 above establish the proposed text amendments support Statewide Planning Goals.

Conflict with Other Portions of Comprehensive Plan

Subsection 4.198 (.01) D. and Comprehensive Plan Introduction: Plan Amendments 4. a.

27. The City carefully reviewed the proposed comprehensive plan and development code to ensure no conflicts between the proposed language and other language existing in the Comprehensive Plan or Development Code.

Submission and Review Process, Noticing

Subsection 4.198 (.02)-(.03) Comprehensive Plan Introduction: Plan Amendments 1.-3., 5.

28. The City initiated the proposed comprehensive plan and development code text amendments. The Planning Commission and City Council will review the proposed text amendments. The Planning Commission will adopt a resolution making a recommendation to City Council and City Council will adopt the text amendments by Ordinance. All noticing requirements, as described under public involvement findings for the Comprehensive Plan above, have been met.

Factors to Address in Proposed Amendments

Comprehensive Plan Introduction: Plan Amendments 4. d.

29. Each relevant factor listed, including density of development, has one or more corresponding implementation measures in the Comprehensive Plan. By demonstrating compliance with relevant corresponding implementation measures, the proposed amendments address these factors.

Metro Functional Plan

Housing Capacity

Title 1 3.07.120

30. The proposed amendments maintain current planned housing capacity. The clarified method of calculating density follows current practice and only excludes Title 13 natural resource lands and similar land and Bonneville Power Administration easements, which are also excluded from buildable lands inventories used to determine housing capacity on a regional level. The corrected Comprehensive Plan language of 18-20 dwelling units per acre to 16-20 dwelling units per acre provides for consistency between the Comprehensive Plan Map and the Comprehensive Plan Text and also reflects the Metropolitan Housing Rule that minimum density is 80% of maximum. It does not reduce density, but rather reflects existing density calculation requirements. See also Finding 5.

Habitat Conservation

Title 13

31. The proposed amendments maintain current preservation of lands designated with the City's Significant Resource Overlay Zone (SROZ). The updated methods for calculating open space area further emphasize the preservation of habitat within the SROZ.

**Ordinance No. 841
Exhibit C
Planning Commission Record**

Please visit the link below to download Exhibit C
Planning Commission Record:

https://www.ci.wilsonville.or.us/sites/default/files/fileattachments/city_council/meeting/28351/e_ordinance_no_841_-_exhibit_c.pdf

EXPLANATION OF RECOMMENDED COMPREHENSIVE PLAN AND DEVELOPMENT CODE AMENDMENTS

Topic Area 1: Density Calculations/Lot Size

1.1 Comprehensive Plan Map/Text Inconsistency

Explanation of Issue/Reason for Update:

- The City's Comprehensive Plan establishes a range of allowed density for all residential land in the City. These ranges of allowed density vary from 0-1 dwelling units per acre to 18-20 dwelling units per acre.
- The Comprehensive Plan has two components that establish the range of allowed density:
 - (1) a map prescribing land uses, and density for residential land, for all land in the City (Comprehensive Plan Map) and
 - (2) a text description of all the land uses, policies, and steps to make them happen (Comprehensive Plan Text).
- Currently, for one of the ranges of allowed density, the Comprehensive Plan Text refers to 18-20 dwelling units per acre while the Comprehensive Plan Map refers to 16-20 dwelling units per acre creating an inconsistency between two numbers that should match. Fixing the inconsistency will improve clarity of the standards.

Recommended Text Amendments:

- Correct the Comprehensive Plan Text to match the 16-20 dwelling units per acre on the Comprehensive Plan Map. Other language in the Comprehensive Plan states the minimum number of dwelling units per acre is 80% of the maximum, which in this case would be 16, as it is 80% of 20.

1.2 Correlation of Comprehensive Plan and Zoning Standards for Density

Explanation of Issue/Reason for Updates:

- Both the Comprehensive Plan and the Zoning Standards address density and how this correlates to various zones located throughout the City. The Comprehensive Plan text includes discussion of the correlation between the density ranges on the Comprehensive Plan Map with the City's seven Planned Development Residential (PDR) zones, which are differentiated from one another by allowed density. The Zoning Standards text includes a table intended to provide the same density correlation information. However, the correlations established in the text of the Comprehensive Plan and in the table in the Zoning Standards are not consistent creating a conflict and creating a lack of clarity for development applications. Removing the conflict will ensure an important standard controlling the number of homes in neighborhoods is clear to all parties involved.

Recommended Text Amendments:

- Remove the residential zone references in the Comprehensive Plan; and

- Update the table in the Zoning Standards listing the correlation between the Comprehensive Plan density ranges and the seven Planned Development Residential (PDR) zones. The updated table reflects the correlation between density range in the Comprehensive Plan and the PDR zones in a manner consistent with how it has been interpreted by the City in land use approvals over the past number of years.

1.3 Calculating Density

Explanation of Issues/Reason for Updates:

- Current Zonings Standards are not clear whether density is calculated based on the entire area of a property (gross area) or based on the area of a property on which buildings and other private improvements can be built (net area).
- Density required by the Comprehensive Plan does not consistently correlate with certain current Zoning Standards, which are intended to implement the Comprehensive Plan. The Zoning Standards this pertains to include Average Lot Size and Minimum Density at Buildout requirements. Also, certain Zoning Standards text provides examples of typical development that does not consistently correlate with the Comprehensive Plan density requirements.
- Updated standards will provide additional clarity for how to find out how many housing units can be built on a given amount of land as well as ensure standards do not conflict and can be met under typical circumstances.

Recommended Text Amendments:

- Clarify density calculation is based on gross area of a residential master plan minus areas in the City's Significant Resource Overlay Zone and/or within Bonneville Power Administration power line transmission easements (Buildable Gross Area). This is consistent with the approach in the Residential Neighborhood Zone.
- Remove potentially conflicting Zoning Standards including Average Lot Size, Minimum Density at Buildout, and Examples of Typically Permitted Development. A new table will reflect Zoning Standards for minimum and maximum density.

1.4 Conflicting Land Consuming Zoning Standards

Explanation of Issue/Reason for Updates:

- It is sometimes mathematically impossible to meet all current Zoning Standards controlling building of residential neighborhoods that take up or "consume" land (Land Consuming Zoning Standards). These standards include minimum density, minimum lot size, minimum amount of open space, the requirements for streets, and standards for stormwater treatment areas. The difficulty particularly exists when trying to design how housing and other components are placed in small projects of less than five acres. Updating these standards will provide more clarity and certainty of what can be built in a new neighborhood. In addition, it will ensure standards can be met under typical circumstances and are more easily applied to smaller-scale residential projects.

Recommended Text Amendments:

- Reduce minimum lot size required for certain zones to enable existing minimum density standards to be met along with other land consuming zoning standards in typical circumstances.
- Establish a clearly defined, and certain, adjustment process when the math does not work to meet all land consuming zoning standards, rather than rely on the current less defined and uncertain waiver process. Under the adjustment process, 20% of the lots can be reduced in size by 20%, as necessary, to ensure density standards are met. Once lot reduction is maximized, required minimum open space area may be reduced to ensure density standards are met.

1.5 Accessory Building Lot CoverageExplanation of Issue/Reason for Updates:

- A common Zoning Standard controlling building on each property or lot is the maximum amount of the lot that can be covered by buildings (lot coverage). Lot coverage is expressed as a percentage of the total lot area. Zoning standards often provide one lot coverage for the primary house and bonus lot coverage for accessory buildings. The current standards for additional lot coverage for accessory buildings only applies to non-dwelling accessory buildings (i.e. sheds etc.) and not secondary or accessory housing units (accessory dwelling units or ADUs) that are now allowed in all residential zones following changes to state law over the last few years. Updating these standards will clarify and make consistent the type of accessory uses that can benefit from bonus lot coverage allowances and make the flexibility to add accessory structures consistent across different zones. Builders often build homes to the maximum lot coverage, so not having a bonus lot coverage for accessory buildings acts as a de facto prohibition on accessory buildings.

Recommended Text Amendments:

- Update the lot coverage standards to be consistent with the Residential Neighborhood Zone allowing bonus lot coverage to apply to any detached accessory building whether an accessory dwelling unit, shed, etc.
- For zones with lot coverage standards from 40-50% for primary house add a 10% bonus for accessory buildings consistent with what is allowed in the Residential Neighborhood Zone.

1.6 Update, As Necessary, Lot Related Zoning StandardsExplanation of Issue/Reason for Updates:

- Ensure zoning standards controlling the dimensions of properties or lots, and how buildings are placed on individual properties or lots, correlate with updated minimum lot sizes proposed under item 1.4 and present the standards in a concise and readable manner. These standards include setbacks, maximum lot coverage, and minimum lot width and depth.

Recommended Text Amendments:

- Reformat lot related zoning standards now listed as text in seven different zoning standards subsections into a single table; and
- No updates to lot-related zoning standards besides minimum lot size as discussed in item 1.4 and additional lot coverage for accessory buildings discussed in item 1.5 above.

Topic Area 2 Open Space Standards**2.1 Calculating Usable Open Space**Explanation of Issues/Reason for Updates:

- The City currently uses a tiered approach to determine how much open space (park and natural area) is required in a neighborhood. These current tiered standards require ¼-acre of open space for any subdivision with 50 or less lots. Even if there is ¼-acre of open space in preserved natural area, another ¼-acre has to be designed for active use. These standards have been difficult to meet for smaller subdivisions (e.g. 5-10 lots), especially those with a large percentage of preserved natural area on site, and often conflict with other standards that take up land (i.e. density, minimum lot size).

Recommended Text Amendments:

- Move from the current tiered approach to a percentage approach for calculating the required amount of open space, similar to the methodology for the Residential Neighborhood Zone; and
- Clearly define that half of the required open space must be designed for active use outside the protected natural areas (the City's Significant Resource Overlay Zone or SROZ).

2.2 Ensuring Usable Open Space is UsableExplanation of Issue/Reason for Updates:

- Over the years of requiring open space (parks and natural areas) in neighborhoods, a number of situations have arisen where very small, odd shaped, or under-utilized open spaces become a liability for homeowners associations without providing the value a better-designed open space could provide. Updating the standards will ensure efficient use of the limited amount of land, better preserve high-quality wildlife habitat areas, and provide quality, usable park areas.

Recommended Text Amendments:

- Establish a minimum size for individual open space tracts or areas:
 - 2,000 square feet for most developments, and
 - 1,000 square feet for subdivisions of 10 lots or less.
- Require “usable” open space be designed by an appropriately credentialed and experienced landscape architect with focus on maximizing use for a variety of users with varying abilities.
- Establish standards to ensure when open space is designed as new wildlife habitat it connects to existing wildlife habitat to the extent possible.



Residential Code Modernization Project

Planning Commission Public Hearing

April 20, 2020

Presented by Daniel Pauly AICP, Planning Manager

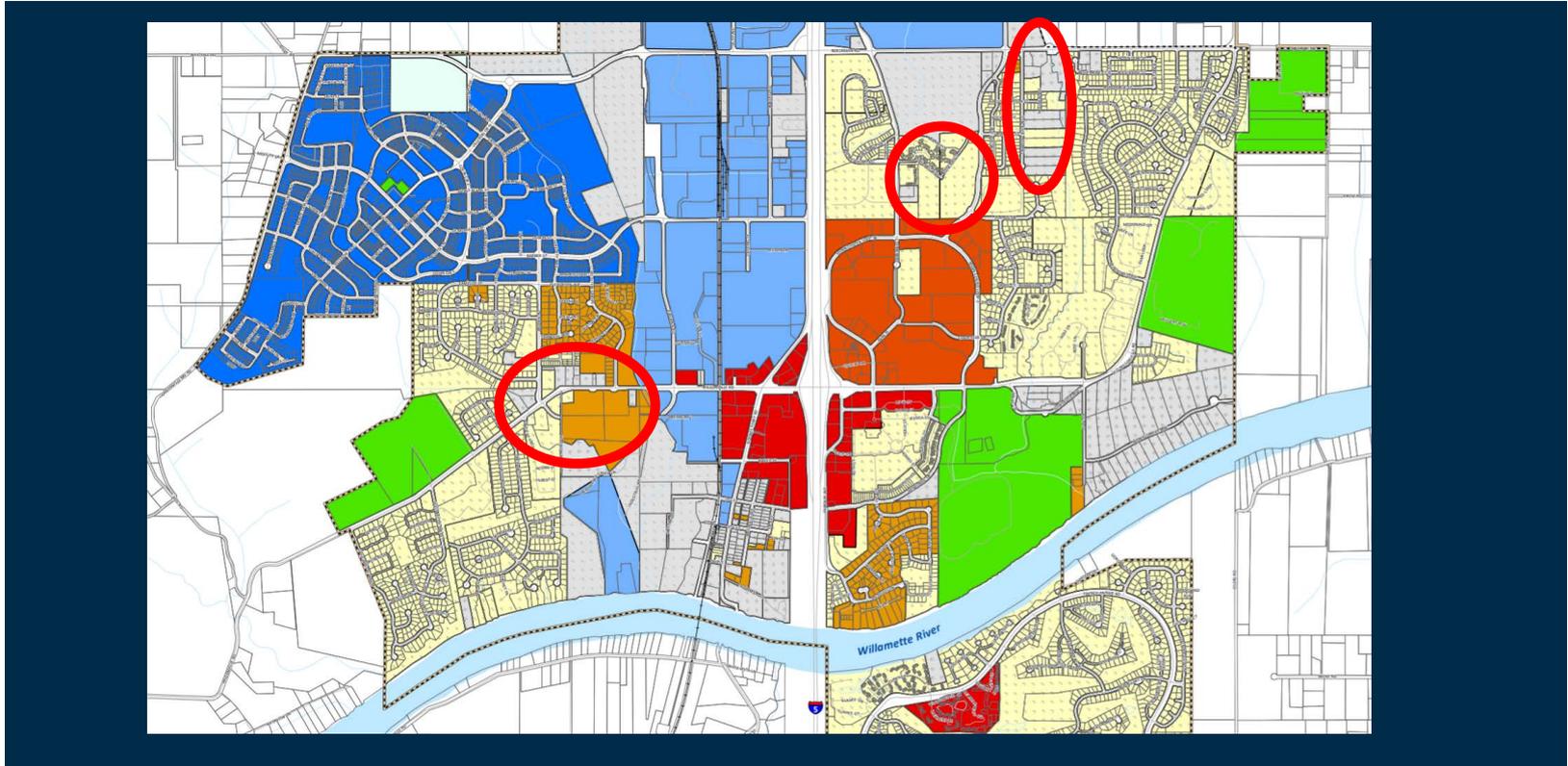
Presentation Outline

- Why Changes
- Proposed Amendments

Why Changes

- Excellence and Continuous Improvement
- Make Code More Clear and Objective
- Ensure Feasible Implementation of Standards
- Better Tailor to Smaller-Scale Projects

Where it Matters Most



Two Topic Areas

- Density Calculations and Lot Size
- Open Space Requirements



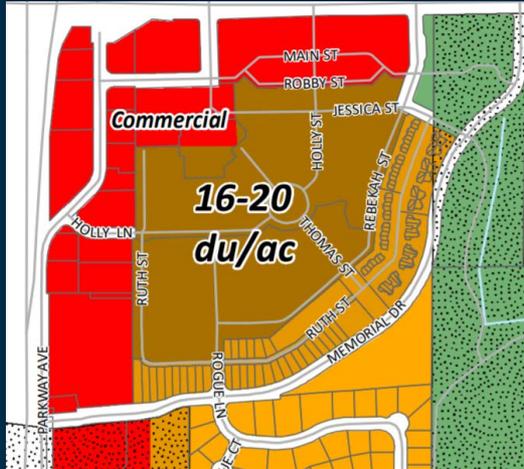
TOPIC AREA 1

DENSITY CALCULATIONS & LOT SIZE

Density Calculations and Lot Size

How to fix
inconsistencies?

Comprehensive Plan Map and Text Inconsistency



Map

- Density:
- 0-1 units/acre
 - 2-3 units/acre
 - 4-5 units/acre
 - 6-7 units/acre
 - 10-12 units/acre
 - 18-20 units/acre

Text

Comprehensive Plan to PDR Zone Density Conversion

Comp Plan Density Range District	Comprehensive Plan Text	Development Code
0 to 1	PDR-1	PDR-1
2 to 3	PDR-2	PDR-2
4 to 5	PDR-3	PDR-3
6 to 7	PDR-3 or PDR-4	PDR-4
10 to 12	PDR-3 or PDR-4	PDR-5
18 to 20	PDR-6 or PDR-7	PDR-6
20+	NA	PDR-7

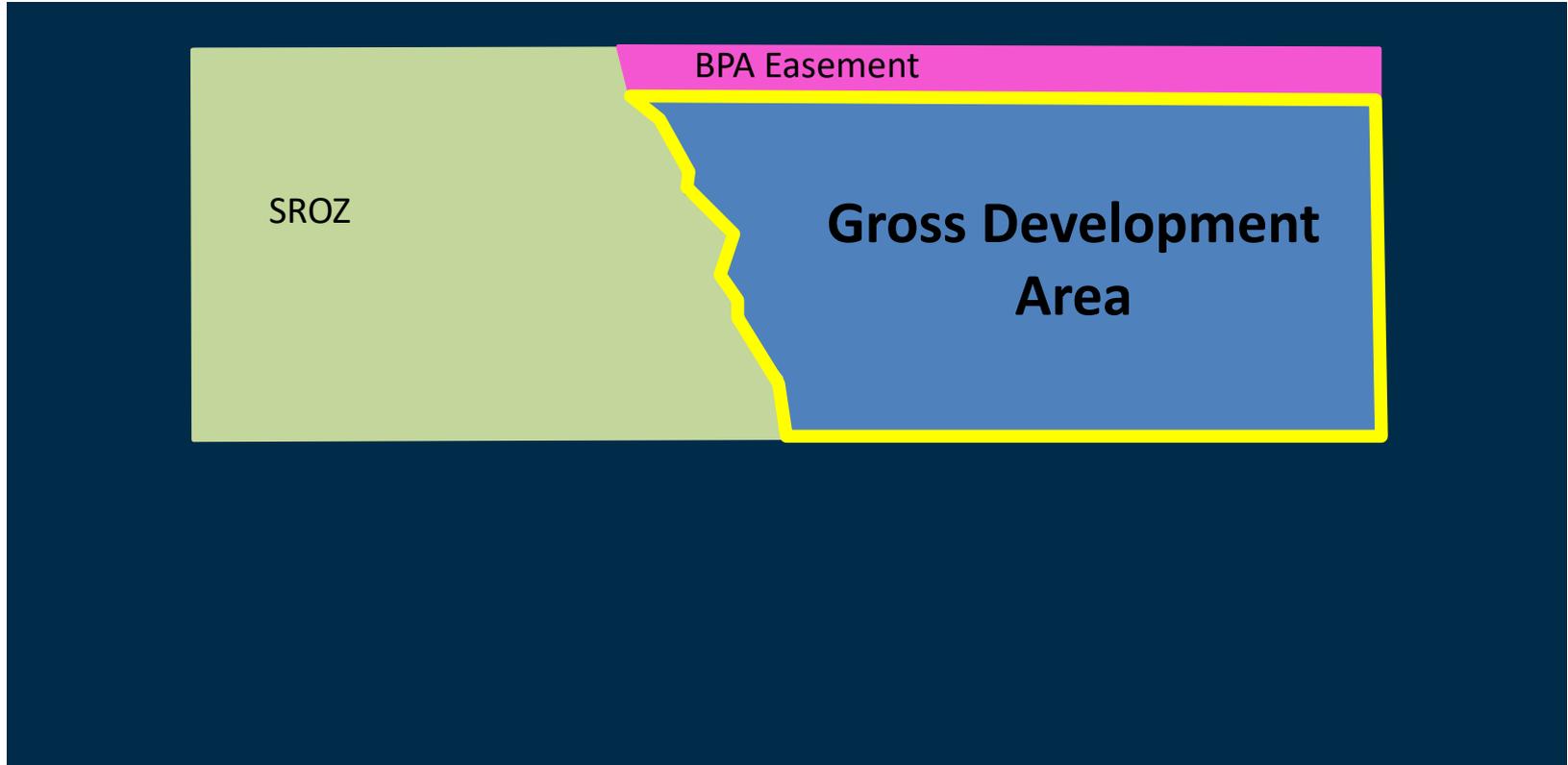
Proposed Conversion Table

Zoning	Comp Plan Density Range*	Max Density per Acre	Min Density per Acre
PDR-1	0-1	1	0.8
PDR-2	2-3	3	2.4
PDR-3	4-5	5	4
PDR-4	6-7	7.5	6
PDR-5	10-12	12	9.6
PDR-6	16-20	20	16
PDR-7	Over 20	At least 25	80% of Max

Density Calculations and Lot Size

How to clarify
calculation of allowed
density?

Calculating Density



Density Calculations and Lot Size

How to ensure “land
consuming requirements”
do not exceed available
land?

“Land Consuming Requirements”

Min. Density x **Min. Lot Size** +
Open Space Requirements + $>$ Available Land
Right-of-way dedication +
Stormwater treatment areas

Minimum Lot Size Proposed Changes

Zoning Designation	Minimum Lot Size (square feet) <i>(Current Code Italics)</i>
PDR-1	20,000 <i>(25,000)</i>
PDR-2	7,000 <i>(12,000)</i>
PDR-3	4,500 <i>(5,000)</i>
PDR-4	3,000 <i>(4,000)</i>
PDR-5	2,000 <i>(2,500)</i>
PDR-6	None <i>(none)</i>
PDR-7	None

Adjustments



1. Minimum Lot Size
20% of Lots by 20%
2. Open Space Area

Density Calculations and Lot Size

How to best present lot standards in the code?

Code Standards

Proposed Table Approach

Section 4.124.5. PDR-5:

The following standards shall apply in PDR-5 zones. It should be noted that lot size requirements do not specify the number of units that may be constructed per lot:

- (.01) Average lot area per unit: 3,000 square feet.
- (.02) Minimum lot size: 2,500 square feet.
- (.03) Minimum density at build out: One unit per 4,000 square feet.

(.04) Other Standards:

- A. Minimum lot width at building line: Thirty (30) feet.
- B. Minimum street frontage of lot: Thirty (30) feet.
- C. Minimum Lot Depth: Sixty (60) feet.
- D. Setbacks: per Section 4.113(.03).
- E. Maximum height: Thirty-five (35) feet.
- F. Maximum lot coverage: Seventy-five percent (75%) for all buildings.

(.05) Examples of development that is typically permitted (hypothetical 10-acre site):

- A. 108 town-house units on individual lots, or
- B. 145 dwelling units (any combination of multiple-family or single-family units).

x7



Zoning Designation	Minimum Lot Size (square feet)	Setbacks	Maximum Lot Coverage (percent of lot area) Largest Building/All Buildings ^c	Minimum Lot Width at Building Line/Minimum Street Frontage of Lot ^A (feet)	Minimum Lot Depth (feet)	Maximum Building Height (feet)
PDR-1	20,000	Per Section 4.113 (.03)	20/25	80/80	100	35
PDR-2	7,000		25/30 (more than 12000 sf lot)	60/30	70	
			40/50 (more than 8000 up to 12000 sf lot)			
			45/55 (7000-8000 sf lot)			
PDR-3	4,500		50/60	40/40 ^B	60	
PDR-4	3,000		75/75	35/35 ^B	60	
PDR-5	2,000		75/75	30/30	60	
PDR-6	NA		75/75	30/30	60	
PDR-7	NA	75/75	30/30	60		

- A. Lot frontage may be on a public street or approved, platted private drive.
- B. Lot frontage may be reduced to 24 feet when the lot fronts a cul-de-sac.
- C. A building must be completely detached from the largest building to be considered a separate building for the purpose of lot coverage calculations



TOPIC AREA 2

OPEN SPACE REQUIREMENTS

Open Space Requirements

How much open
space?

Amount of Open Space



1/4 Acre



1/2 Acre



1 Acre

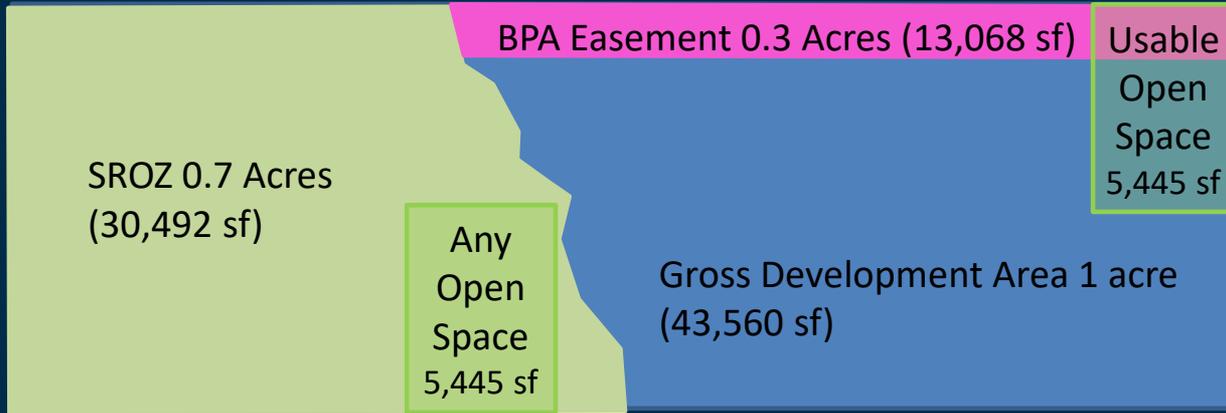
Amount of Open Space



Total open space required equal to 25% of Gross Development Area
 $1 \text{ acre} * 25\% = 0.25 \text{ acres (10,890 sf)}$

Half of open space required to be usable
 $0.25 \text{ acre} * 0.5 = 0.125 \text{ acres (5,445 sf)}$

Amount of Open Space



Total open space required equal to 25% of Gross Development Area
 $1 \text{ acre} * 25\% = 0.25 \text{ acres (10,890 sf)}$

Half of open space required to be usable
 $0.25 \text{ acre} * 0.5 = 0.125 \text{ acres (5,445 sf)}$

Open Space Requirements

Does the open space
add value?

Required Characteristics

- Individual Open Space Minimum Size
- Professionally Designed Usable Open Space
- Connected wildlife habitat

Recommendation

- Adoption of Updates

PROCLAMATION

**BUILDING SAFETY MONTH
MAY 2020**

WHEREAS, The community members of Wilsonville spend considerable time at home, at school, work, worship, and play in buildings; and

WHEREAS, Our city places a high value on ensuring buildings are safe for the protection of its community members from disasters such as fire, wind storms, earthquakes, landslides, floods, and other natural hazards; and

WHEREAS, “Safer Buildings, Safer Communities, Safer World” the national theme for Building Safety Month, encourages community members to raise awareness of the importance of building and maintaining safe structures, fire prevention, disaster mitigation, water conservation, ADA accessibility, energy efficiency, alternative energy, and new technologies in the construction industry; and

WHEREAS, The effective administration of building safety codes affects our community and gives us confidence that our structures are safe and sound; and

WHEREAS, Our confidence is achieved through the devotion of professional building inspectors, fire prevention officers, design professionals, and licensed contractors - who work year-round to ensure the construction of safe, durable, and sustainable buildings; and

WHEREAS, In observance of Building Safety Month, Wilsonville community members are reminded about the benefits of safe and sustainable spaces whether at home, at work, or places where we gather in our communities.

NOW, THEREFORE, I, Tim Knapp, Mayor of the City of Wilsonville, do hereby proclaim the month of May 2020 as:

BUILDING SAFETY MONTH

I encourage all Wilsonville residents to join communities across America with participation in Building Safety Month activities while maintaining appropriate social distancing.

Dated this 20th day of April 2020.

Tim Knapp, Mayor



**PROCLAMATION
BIKE MONTH
MAY 2020**

WHEREAS, for more than a century the bicycle has been an important part of the lives of most Americans; and

WHEREAS, today millions of Americans engage in bicycling because it is a viable and environmentally-sound form of transportation, an excellent form of fitness, and provides quality family recreation; and

WHEREAS, the education of cyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; and

WHEREAS, ease of access for pedestrians and cyclists is crucial to ensuring their safety and encourages more active transportation; and

WHEREAS, the City of Wilsonville's South Metro Area Regional Transit (SMART) works to reduce our carbon footprint by promoting bicycle use in an effort to lessen the number of cars on the road; and

WHEREAS, the League of American Bicyclists and independent bicyclists throughout Oregon are promoting greater public awareness of bicycle operation, safety, and education to prevent crashes, injuries, and fatalities for all.

NOW, THEREFORE, I, Tim Knapp, Mayor of the City of Wilsonville, do hereby proclaim May 2020 as:

BIKE MONTH

I encourage all Wilsonville residents to ride their bicycles for fun and fitness and for everyone to recognize the importance of bicycle safety and education.

Dated this 20th day of April 2020

Tim Knapp, Mayor



CITY OF WILSONVILLE
2020 Earth Day Proclamation



WHEREAS, this year marks the 50th anniversary of Earth Day, which began in 1970 as a long term endeavor to make the planet clean, healthy, and sustainable; and

WHEREAS, Earth Day is celebrated around the globe by people of all backgrounds, faiths and nationalities; and

WHEREAS, community members of all ages can contribute to building a healthy society through the wise use and protection of our natural resources, including our air, water, and natural habitats; and

WHEREAS, Wilsonville has always recognized the importance of protecting, conserving, and restoring our natural resources, thus creating a livable and vibrant community.

NOW, THEREFORE, I, Tim Knapp, Mayor of the City of Wilsonville, do hereby proclaim April 22, 2020 as

EARTH DAY 2020

and pledge the City's support and invite all Wilsonville residents, businesses, civic groups, government, and other organizations to celebrate in appropriate ways, while practicing social distancing.

Dated this 20th day of April 2020

Tim Knapp, Mayor



MARCH 2020 MONTHLY REPORT

From The Director's Office

Greetings—

Wilsonville's strong foundation as a close knit community begins with its many dedicated and caring citizen volunteers. National Volunteer Month in the United States takes place in the month of April. This month is dedicated to honoring all of the volunteers in our communities as well as encouraging volunteerism throughout the month. The work of the Community Development Department is guided by our citizen volunteers, without them, we could not do the important work of the people.

From the quasi-judicial volunteers who guide development review across the community, who make important decisions on land use and site plan review, to the legislative policy makers who advise the City Council on matters of long-range plans, citizens are the engine to the work of the Department. Wilsonville values and appreciates its citizen volunteers. Many stakeholder groups, committees, and task forces are convened to provide expert direction on a wide variety of topics from arts, culture, history, and tourism to equitable housing, urban renewal, and special area plans like Town Center. Citizen volunteers are the foundational backbone of the work that is needed to guide the community's future. We are certainly very fortunate to have such a deep bench of passionate caring individuals who give of themselves regularly to keep this community livable.

With spring now here, if these were normal times, volunteer opportunities would be popping up all around the community as the days get longer and warmer. Unfortunately, during this weird and uncertain time, we don't want anyone compromising their physical distancing so the best thing to do is plan your volunteer activities for the future, and for now stay safe and home. Once the time is right, know that groups such as the Rotary Club, Historical Society, Development Review Board, Parks Board, or Budget Committee will continue to provide wonderful opportunities to volunteer and give back to your community helping to make Wilsonville the tremendous community it is.

So, get out there and volunteer, it feels great, you won't be sorry.

Respectfully submitted,
Chris Neamtzu, AICP
Community Development Director

Building Division

Whatcha Looking At? Fire Hydrants

Did you know that before hydrants were invented, the “fire plug” was the assembly used to access firefighting water supplies in the 17th century. The “fire plug” was a big wooden plug placed in a hollowed out wooden log used to transport water for the early municipal water systems. The firefighters would move the cobblestones in the streets and expose the wooden log/pipe, remove the “fire plug” and water would shoot up. Firefighters would then use buckets or a hand pump to move water to extinguish a fire. It would not be until the late 1800’s when cast iron fire hydrants, similar to today’s model, would be introduced and replaced.



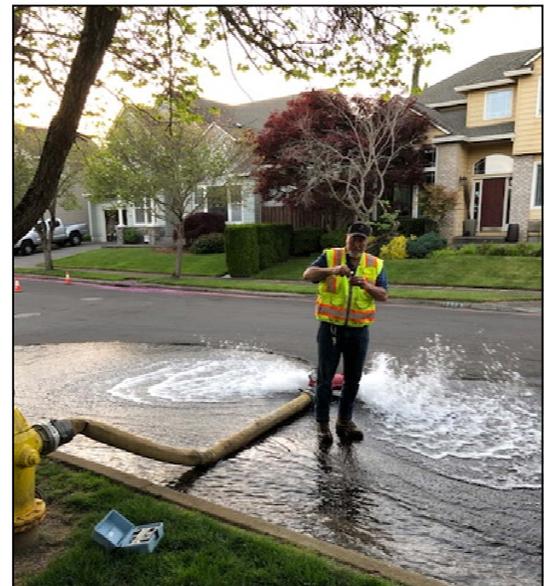
Today’s fire hydrants, like the fire plug, are designed to assist firefighters with putting out fires. The difference here is all the added technology that makes it easier and faster to douse a burning building. The fire hydrant as it is installed cannot function properly unless the owner completes the required preventative maintenance. The Oregon Fire Code requires all fire hydrants be inspected annually and after each operation; including hydrant flushing and maintenance. The periodic flushing of hydrants insures the integrity of the municipal water system while providing the highest quality water to the City’s customers. More specifically, hydrant flushing serves the following purposes:

- Flushes sediments from the water main pipes, enhancing water quality
- Verifies that fire hydrants and valves are working properly and that ample water flow is available for firefighting needs
- Aid in determining weaknesses in the water pipes and related fittings and valves

Just as important as maintenance, the fire department shall not be deterred or hindered from gaining immediate access to a fire hydrant. Maintaining a 3-foot clear space and no parking within 10 feet of a fire hydrant will provide the required fire department access.

So, don’t be like the guy in the photo below and remember “whatcha looking at” when you see a fire hydrant!

Melissa Gitt, Building Inspector/Plans Examiner IV



Economic Development Division

COVID Economic Response

- City Economic Development Department is working with local Chamber of Commerce as well as regional and state partners to facilitate communication and deployment of federal, state, and local resources to address business and workforce needs related to COVID-19 disruption.
 - Summary of engagement:
 - Business resources email sent to 500+ local businesses on March 17.
 - City participated in Chamber virtual town hall on March 18 to convey City support and relay information about business resources. There were 50 participants.
 - Considering “South Metro Business Resources” teleconference call for interested businesses with Tualatin and Sherwood.
 - Working with Chamber of Commerce on deployment of Business Impact Survey to understand business impacts and where public assistance could be most helpful.
 - Participated in the Governor’s Regional Economic Response Team Task Force on March 20 to inform deployment of federal/state resources and inform the Governor’s Economic Recovery Council on short-term regional-specific needs and long terms needs for recession recovery.
 - Speaking with local property owners about ideas to buffer impact on small business tenants.

Resources Shared With Local Wilsonville Businesses to Help Ease Disruptions from COVID

- Greater Portland Inc., the regional economic development agency, [has put together a list](#) of helpful business assistance programs and resources specifically for businesses in the Greater Portland area.
- Business Oregon [has assembled resources](#) for small businesses in the event of local, regional, or statewide economic impacts due to identified disasters.
- The Wilsonville Chamber of Commerce Business has created an [Impact Survey](#).
- The [Oregon Work Share program](#) provides an alternative for employers who are considering layoffs; instead, the employer may reduce work hours for a group of workers, who then can receive partial Unemployment Insurance benefits.
- Center for Disease Control [interim guidance for businesses and employers](#).
- Small Business Administration [guidance for businesses and employers](#).
- Oregon Employment Department [information for workers, job-seekers, and employers](#).
- SBA Economic Injury Disaster Loan is now available to Oregon businesses that have suffered economic injury due to the outbreak of COVID-19 and are eligible to apply for disaster loan assistance.
 - The [applications](#) can be filled out online. These loans offer up to \$2 million in assistance and may be used to pay fixed debts, payroll, accounts payable, and other bills that cannot be paid because of the disaster’s impact. The interest rate is 3.75% for small businesses. The interest rate for non-profits is 2.75%. SBA offers loans with long-term repayments in order to keep payments affordable, up to a maximum of 30 years. Terms are determined on a case-by-case basis, based upon each borrower’s ability to repay.

Engineering Division, Capital Projects

5th Street/Kinsman Road Extension (1139/2099/4196)

This project involves the design and construction of the extension of 5th Street and Kinsman Road between Boones Ferry Road and Wilsonville Road, including water, sewer, storm, franchise utility extension, and installation of a portion of the Ice Age Tonquin Trail. Land acquisition is underway. Construction is planned to start in the first quarter of 2021.

Boeckman Dip Bridge (4205/4206/4212)

Staff plan to bring an alternative construction presentation to Council on April 6. Staff will also be bringing to Council a resolution to add a CIP project to the Stormwater Master Plan to further investigate the hydrology and hydraulic impacts and potential Boeckman Creek mitigation requirements associated with the project to provide a more accurate scope and cost of the project for City Council consideration. A preliminary tree survey was completed and will be included in the update to Council.

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. Well column and casing inspections, water chemistry analysis, and recommendations for improvements to address any discovered deficiencies will occur between the months of March and April. After inspection and analysis is complete, redevelopment of well capacity and other recommended improvements will occur.

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. City staff are coordinating with Clackamas County to schedule a resolution supporting the Task Force recommendation of the suspension bridge as the preferred bridge before the Clackamas Board of County Commissioners.

French Prairie Road Phase II (2500/4500/7500)

This project will include paving, storm sewer, and sanitary sewer improvements to French Prairie Road in the Charbonneau development. The contract was awarded to K&E Excavating. Construction is anticipated to begin in April or May and to be completed by the end of 2020.

Garden Acres Road (4201)

This 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. Construction of a new storm drainage pipe to serve the future Coffee Creek Industrial Area is being installed along Garden Acres Road (see right). Construction completion is anticipated for December 2020.



Engineering Division, Capital Projects

Gesellschaft Well Facility Rehab and Upgrade (1083)

This project addresses upgrades and repairs needed to correct deficiencies in the Gesellschaft well house, including piping, electrical, and mechanical systems. The City's Contractor, Stettler Supply & Construction, mobilized to the well site in late September. Work is wrapping up in March with final completion anticipated for April 2020.

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. Staff presented results of the public engagement kickoff and received feedback from Planning Commission and City Council on guiding design principles, bridge types, and bridge and plaza amenities at their March meetings. The results and feedback will be used to develop three alternatives for bridge and plaza design to be presented for public feedback at the Community Block Party in August.



Cable - Cantilever



Modern - Artistic



Arching - Simple

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. Engineering is currently in coordination with private utilities for relocation of conduits with the City's proposed manhole. At this time, a completion date for this project is unknown, but the project is to be completed this current fiscal year.

Memorial Park Pump Station (2065)

This project involves replacing and relocating the wastewater pump station in Memorial Park. The contract was awarded to McClure and Sons. Construction is anticipated to begin in April and be completed in March 2021.

Street Maintenance Project (4014/4118/4725)

The City is working with our Consultant team to assess the existing conditions, recommend treatments, and proceed to 60% design for Day Road, Elligsen Road, Parkway Avenue, Main Street, Town Center Loop, and Park Place. This initial work will determine the scope of work that will be constructed this fiscal year and what will be programmed for next year. The design phase of the project will include each of the roadways listed above.

WTP Expansion to 20 MGD (1144)

This project will expand the Water Treatment Plant (WTP) capacity to 20 MGD and incorporate related WTP capital improvements, including Life Safety Upgrades (1137), Seismic Retrofits (1145), and Repair and Replacement (1146) projects. A Construction Manager/ General Contractor (CMGC) alternative contracting method was approved by City Council. A Request for Proposals for engineering services will be issued in April.

Engineering Division, Capital Projects

WWSP Coordination (1127)

Ongoing coordination efforts continue with the Willamette Water Supply Program. Here are the updates on their major elements within Wilsonville.

- **PLM 1.1** This is the WWSP 66" raw water pipeline between Arrowhead Creek Lane and Wilsonville Road. Construction of the pipeline is underway. Completion of this segment of pipeline is expected in Fall 2020.
- **PLM 1.2** This is the WWSP 66" raw water pipeline that is included as part of the Garden Acres Road (4201) project. Construction of the WWSP pipeline is anticipated to start in April 2020.
- **PLM 1.3** This is the remainder of the WWSP 66" raw water pipeline through Wilsonville, including Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road. WWSP is progressing toward 60% design plans. Construction is scheduled to begin in Fall 2020.

WWTP Master Plan (2104)

This project will evaluate capacity of Wastewater Treatment Plant (WWTP) processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. Engineering proposals were reviewed and a consultant was selected in January. Contract negotiations are currently underway, with a contract award anticipated in April.

Engineering Division, Private Development

Aspen Meadows Phase 2

This is a five lot subdivision on the east side of Canyon Creek Road South. The project is now in the two year maintenance phase.

Fir Commons

This is a ten home condominium development near Fir Avenue and 4th Street in Old Town. Eight homes are currently under construction. Street work is on hold pending installation of granite curbs on Fir Avenue, as well as the installation of stormwater planters and the relocation of PGE lines on 4th Street.



Fir Commons

Engineering Division, Private Development

Frog Pond Meadows

74-lot subdivision located north of Stafford Meadows and adjacent to Stafford Road. The contractor (NEI) is currently working on the concrete intersection, sidewalks, and utility testing.

Frog Pond—Morgan Farm Phase 2

42-lot subdivision located north of Morgan Farm Phase 1. The contractor (NEI) is working on completing the punchlist items.

Grace Chapel

Project involves the remodel and expansion of the south building of the former Pioneer Pacific College, along with the rerouting of a major storm drain line. The project to begin in the near future.

Hilton Garden Inn

Construction continues on this four-story hotel at Memorial Drive and Parkway Avenue (bottom right). Final items needed for completion include road repairs.

Northstar Contractor Establishment—Clay Street

This is a half street improvement project that will add sidewalks and street side swales on our border with Washington County near Coffee Creek Correctional Facility.

Shredding Systems

This project involves adding an additional building and expanding the sanitary, water, and storm systems. The permit is currently under initial plan review.



Engineering Division, Natural Resources

Water Temperature Monitoring

The viability of our native fish populations begins to sharply decline at 68 degrees Fahrenheit. Therefore, the Oregon Department of Environmental Quality instituted temperature regulations, known as a Total Maximum Daily Load (TMDL), for the Willamette River. As a result, in 2018, the City initiated a water temperature monitoring program on Boeckman Creek and Coffee Lake Creek. Preliminary data analysis has shown that Boeckman Creek is consistently below 68 degrees F at the sampling sites located at the Boeckman Road Dip and the pedestrian bridge in Memorial Park near Rose Lane. In contrast, Coffee Lake Creek begins to warm in April and frequently exceeds the standard. In 2019, there were 41 days of temperatures above 68 degrees F at the Boeckman Bridge sampling site in the Coffee Lake wetland complex. In the wetland complex, the lack of shade along the creek increases the water temperature, which also affects downstream temperatures. However, these constraints have always existed in the wetland complex, which have precluded the historic presence of native coldwater fish species. Staff will continue to monitor temperatures this upcoming spring and summer by deploying temperature loggers in April. This year, staff plan to add a temperature logger in the Willamette River to record river temperatures over the summer. Monitoring the temperature in the river will give us more information to inform trends of warming in the Willamette River and our local streams.



Planning Division, Current

Administrative Land Use Decisions Issued

- SMART Office Parking Lot Expansion
- 2 Class I Administrative Approvals
- 1 Class I Sign Permit
- 6 Type A Tree Permits
- 4 Type B Tree Permits
- 1 Type C Tree Permit
- 2 Zoning Verification Letters
- 2 Final Plats
- New Single-Family Building Permits

Planning Division, Current

Construction Permit Review, Development Inspections, and Project Management

In March, Planning staff actively worked with developers and contractors to ensure construction of the following projects are consistent with Development Review Board and City Council approvals:

- Hilton Garden Inn
- Fir Avenue Commons residential development in Old Town
- Regional Park 7 & 8 in Villebois
- Residential subdivisions in Frog Pond West
- Aspen Meadows and Aspen Meadows II subdivisions off Canyon Creek Road South
- I&E Construction headquarters on Parkway Avenue
- Dutch Bros Coffee kiosk in Town Center

Development Review Board (DRB)

Neither DRB Panel met in March.

DRB Projects Under Review

During March, Planning staff actively worked on the following major projects in preparation for potential public hearings before the Development Review Board:

- 6-unit residential development in Old Town at the north end of Magnolia Avenue
- 11-lot subdivision at the south end of Canyon Creek Road South
- 3-lot partition and zone change along the northern portion of Canyon Creek Road South
- New warehouse on Boberg Road for DP Nicoli
- 69-lot subdivision in Frog Pond proposed by West Hills Development
- Warehouse on Clutter Road in the Coffee Creek Industrial Area (below)



Planning Division, Long Range

Equitable Housing Strategic Plan

The project team held a work session with the City Council on March 2, where they shared the draft Equitable Housing Strategic Plan and discussed ideas for measuring the Plan’s long-term success. Based on the feedback gathered at that work session, the project team will further refine the Plan document to integrate City Council Comments along with prior input received from the Planning Commission and project task force. Staff also worked on preparing for an additional work session with City Council, scheduled for April 6, to gather additional input on priorities for actions and funding prior to publishing the final Equitable Housing Strategic Plan for public hearing.

General project information is available on the project website: www.ci.wilsonville.or.us/housing.

Frog Pond East and South

The master planning area encompasses the area added to the Urban Growth Boundary by Metro in 2018. The City is required to adopt a master plan and related policies and codes for the area by the end of 2022. City staff also prepared a draft grant request to Metro to fund a large portion of the scope and budget for the master planning work. City Council approved a Resolution in support of the grant application in their March 16 meeting.

House Bill 2001 Implementation (Middle Housing)

This project will build upon and help implement the Equitable Housing Strategic Plan while ensuring the City complies with House Bill 2001 regarding the allowance for middle housing, including duplexes, triplexes, quadplexes, row houses, and cottage cluster housing. The project will also help lay the foundation for the upcoming master planning work for Frog Pond East and South. During March, staff submitted an application to the State Department of Land Conservation and Development for a grant in support of the project and a draft of a grant to Metro for support of public involvement related to the project.

Wilsonville Equitable Housing Strategic Plan



Legend:
Green square: UGB Expansion Area
Brown outline: Metro Urban Growth Boundary



Planning Division, Long Range

House Bill 2003 Implementation (Housing Needs Analysis/Housing Production Strategies)

Planning staff continues to coordinate with the Department of Land Conservation and Development staff on the implementation of House Bill 2003 concerning new Housing Needs Analysis (HNA) timelines and the new requirement to produce a periodic Housing Production Strategy. As Housing Production Strategies are a new requirement, to be completed by a City within a year of completing a HNA, a substantial amount of state administrative rulemaking needs to occur to define them. Staff participated in a second meeting of the state's Technical Advisory Committee (TAC) for rulemaking on Housing Production Strategies on March 11.

Planning Commission

During their March 11 meeting, the Planning Commission held a public hearing and two work sessions. In addition, the Planning Commission honored Commissioner Simon Springall as it was his final Planning Commission meeting. Commissioner Springall, who is moving out of Wilsonville, has long served on the Development Review Board and Planning Commission and has been involved in a variety of volunteer activities and community events.



Aerial photo of Villebois .

Following five previous work sessions, the Planning Commission held a public hearing on the Residential Code Modernization Project. Following a presentation from staff and a brief discussion, the Commission unanimously forwarded a recommendation to City Council for approval of the proposed Comprehensive Plan and Development Code changes. The changes seek to address issues raised over the last couple of decades. The proposed changes focus on clarifying (not changing) how many housing units can be built on a given amount of land, clarifying lot size, and clarifying the amount of open space. The City Council is scheduled to hold a public hearing on this project on April 20.

In the first work session, the Commission received an update on the I-5 Pedestrian Bridge Gateway Plaza project. The work session includes reviewing the results of initial public input and presenting the guiding design elements, bridge types and amenities, and plaza design elements. In the second work session, staff introduced the Town Center Streetscape Plan, which is occurring concurrently with the I-5 Pedestrian Bridge and Gateway Plaza project. The work session introduced the project timeline and sought the Commission's feedback and guidance on the elements included in the draft scope of work.

Residential Code Modernization Project

The Wilsonville Residential Zoning Modernization Project seeks to update City residential zoning standards in the Planned Development Residential (PDR) and (R) zones. The updates seek to address issues raised over the last couple of decades. The proposed updates focus on clarifying (not changing) how many housing units can be built on a given amount of land, clarifying lot size, and clarifying the amount of open space. Following five Planning Commission work sessions and two City Council Work Sessions, Planning Commission held a public hearing on March 11 at which time they forwarded a final recommendation to City Council to approve the proposed changes. The project is scheduled for a Public Hearing at City Council on April 20.

Planning Division, Long Range

Wilsonville Town Center Plan

I-5 Pedestrian Bridge

The Town Center project team continued to gather design feedback on the I-5 Pedestrian Bridge and Town Center Gateway Plaza project, which will provide an important connection between Town Center and the Wilsonville Transit Center and neighborhoods west of Interstate 5. The project team held a work session with the Planning Commission on March 11, sharing community input on project priorities and design elements from the public open house and survey on *Let's Talk, Wilsonville!* They also shared this information with City Council a work session on March 16. The project team will use the Planning Commission and City Council input, along with the community feedback, to develop bridge types and approaches to evaluate, along with Gateway Plaza layouts, for further public consideration this summer.



WILSONVILLE TOWN CENTER PLAN

Streetscape Plan

The Town Center Plan calls for creating Streetscape Design Standards to tie together the various sub-districts within the Town Center with an attractive design palette. As this project is inherently connected to the construction of the I-5 Pedestrian Bridge project, the I-5 Pedestrian Bridge and Town Center Streetscape plan are moving forward on a similar timeframe. During March, staff continued to work on refining the project scope, including discussing it with the Planning Commission, with the goal of bringing a consultant on board by the end of spring.



WILSONVILLE TOWN CENTER
I-5 PEDESTRIAN BRIDGE



MARCH MONTHLY REPORT

From the Director:

Greetings from the Finance Team!

A lot of things have been changing during the month of March. We have stepped back from MUNIS while they build the databases with our test data. We will begin testing next week and also will be starting our user training on the Project Accounting and Contracts Management modules.

We are all hands on deck for the Budget document process. We will be creating the document this year in house with several members of the Finance team and Beth Wolf from IS. The team has been meeting for a while as they first had to teach themselves learn how to use the 'In-Design" software program! With the budget nearing completion, each team member will be assigned a section to enter into the program. So far...so good!

While most of our staff is continuing to work from City Hall, we have two members working remotely. The staff that are working from City Hall have created different schedules to help with social distancing in our area. We have staff coming in early, others staying later and using their leave to take days off as they can. Not only is the change helping with our social distancing but the staff is also enjoying an alternate schedule for a couple of weeks.

We are officially on baby watch as little Miss Maya Katko should be joining us very soon. Keith, your typical proud papa, is certain she will save the world!

Stay Safe!

-Cathy Rodocker

By the Numbers:

Finance Statistics for the period of July 1, 2019-March 31, 2020

Please Note: Utility Billing is reported with a one month lag-the numbers reported reflect the first month of the new fiscal year.

<u>Utility Billing:</u>		<u>Accounts Payable:</u>		<u>Municipal Court:</u>	
Total Monthly Bills	53,878	Invoices Processed	5,467	Total Citations Issued	1,883
New Customers	677	Payments Processed	2,778	Total Suspensions Issued	60
New Service Locations	69			Ticket Revenue	\$215,548

FY20 Financial Update:

Attached please find the financial reports through March 2020.

General Fund: As of the end of March, we are still seeing revenues come in as expected. The one notable reduction is in Fines, our court revenues. We have had to cancel court through the month of April. Other revenues appear to be coming in as expected.

Building Fund: The Finance Department continues to watch the Building Funds closely. Council did approve a 30% rate increase that will help with the continuing use of fund balance to maintain the current level of service. As of March 31, the Fund has used over \$770K of their fund balance to meet the ongoing expenses.

Community Development Fund: The Community Development Fund is also experiencing financial issues this fiscal year. Through March, the fund has used over \$900K of their fund balance to meet ongoing expenses. The Community Development department plans to work with a consultant to help determine what steps will need to be taken in the future to provide stability to the various programs.

Road Operating Fund: Due to the timing of receiving the gas tax receipts, the current revenues show a one month lag of in intergovernmental line item. We do not expect to see a drop in the gas tax revenues for another month or so. We are continuing to see an uptick in the Clackamas County Vehicle License Fee and are averaging about \$30K a month.

Transit Fund: We will begin to receive Transit Tax revenues in April as the third quarter tax payments are due. As with our utilities, we will not be levying fines on delinquent payments and we have already had a few requests for extensions. SMART and other transit agencies are seeking legislative assistance with the current restrictions on spending STIF monies. This change could be a tremendous help as the disruption to the business community will most likely have an affect future Transit Tax revenues.

Water, Sewer and Stormwater Funds: Overall, revenues continue to meet expected projections for all of the utility funds. Delayed construction on CIPS have reduced anticipated expenditures in all three funds.

	Budget	Activity	% Used
Fund 110 General Fund:			
Taxes	11,655,250	9,947,835	85%
Intergovernmental	2,265,804	2,013,417	89%
Licenses and Permits	177,750	127,828	72%
Charges for Services	747,100	536,706	72%
Fines	320,000	215,548	67%
Investment Revenue	300,900	369,712	123%
Other Revenues	9,569,070	9,516,136	99%
Transfers	3,767,812	2,478,362	66%
Total Revenue	28,803,686	25,205,543	88%
Personal Services	9,289,445	6,424,563	69%
Materials and Services	20,522,072	15,358,494	75%
Capital Outlay	311,604	29,318	9%
Transfers	4,896,602	1,541,941	31%
Total Expense	35,019,723	23,354,317	67%
Fund 210 Fleet Fund:			
Charges for Services	1,373,975	1,030,481	75%
Investment Revenue	23,069	20,988	91%
Other Revenues	0	25,131	-%
Total Revenue	1,397,044	1,076,601	77%
Personal Services	781,630	549,450	70%
Materials and Services	800,055	618,276	77%
Capital Outlay	149,000	22,373	15%
Transfers	2,400	1,800	75%
Total Expense	1,733,085	1,191,900	69%
Fund 230 Building Fund:			
Licenses and Permits	548,000	458,286	84%
Licenses and Permits-Villebois	254,000	101,122	40%
Charges for Services	9,000	6,750	75%
Investment Revenue	70,210	60,091	86%
Transfers	41,986	28,630	68%
Total Revenue	923,196	654,878	71%
Personal Services	1,056,480	714,224	68%
Materials and Services	385,469	298,575	77%
Transfers	936,604	413,187	44%
Total Expense	2,378,553	1,425,986	60%
Fund 235 Community Development Fund:			
Intergovernmental	0	49,500	-%
Licenses and Permits	352,440	551,700	157%
Licenses and Permits-Villebois	203,305	25,618	13%
Charges for Services	1,076,328	431,350	40%
Investment Revenue	55,165	63,677	115%
Other Revenues	400	16,482	4,121%
Transfers	3,201,704	1,209,639	38%
Total Revenue	4,889,342	2,347,967	48%
Personal Services	3,273,480	1,946,722	59%
Materials and Services	1,183,618	873,114	74%
Capital Outlay	0	2,015	-%
Transfers	581,628	432,917	74%
Total Expense	5,038,726	3,254,768	65%
Fund 240 Road Operating Fund:			
Intergovernmental	1,800,100	1,141,101	63%
Investment Revenue	25,075	42,419	169%
Other Revenues	2,000	54,694	2,735%
Total Revenue	1,827,175	1,238,214	68%
Personal Services	373,970	269,951	72%
Materials and Services	586,851	354,872	60%
Debt Service	82,000	81,446	99%
Transfers	1,537,030	457,646	30%
Total Expense	2,579,851	1,163,915	45%

	Budget	Activity	% Used
Fund 245 Road Maintenance Fund:			
Charges for Services	1,899,000	1,472,849	78%
Investment Revenue	60,180	67,503	112%
Total Revenue	1,959,180	1,540,353	79%
Transfers	4,113,962	2,415,671	59%
Total Expense	4,113,962	2,415,671	59%
Fund 260 Transit Fund:			
Taxes	5,151,000	3,586,431	70%
Intergovernmental	4,217,893	1,226,260	29%
Charges for Services	185,000	117,021	63%
Investment Revenue	55,150	91,231	165%
Other Revenues	14,000	1,228	9%
Total Revenue	9,623,043	5,022,171	52%
Personal Services	4,146,860	2,726,077	66%
Materials and Services	2,902,150	1,967,945	68%
Capital Outlay	2,451,655	56,475	2%
Transfers	637,912	434,352	68%
Total Expense	10,138,577	5,184,849	51%
Fund 310 Water Operating Fund:			
Intergovernmental	0	50,000	-%
Charges for Services	9,217,000	7,208,940	78%
Fines	19,000	11,729	62%
Investment Revenue	270,810	273,148	101%
Other Revenues	195,550	209,078	107%
Total Revenue	9,702,360	7,752,895	80%
Personal Services	629,168	376,433	60%
Materials and Services	4,295,104	2,468,590	57%
Capital Outlay	679,000	68,655	10%
Debt Service	1,870,000	764,045	41%
Transfers	4,344,613	797,228	18%
Total Expense	11,817,885	4,474,950	38%
Fund 320 Sewer Operating Fund:			
Charges for Services	8,239,145	6,070,948	74%
Fines	0	27,738	-%
Investment Revenue	270,810	285,374	105%
Other Revenues	18,000	23,466	130%
Transfers	600,000	600,000	100%
Total Revenue	9,127,955	7,007,526	77%
Personal Services	402,546	224,609	56%
Materials and Services	3,574,439	2,168,012	61%
Capital Outlay	24,000	28,173	117%
Debt Service	3,000,000	509,131	17%
Transfers	4,162,436	468,460	11%
Total Expense	11,163,421	3,398,386	30%
Fund 350 Street Lighting Fund:			
Charges for Services	545,500	394,184	72%
Investment Revenue	25,075	26,394	105%
Total Revenue	570,575	420,577	74%
Materials and Services	373,843	229,626	61%
Transfers	430,103	13,528	3%
Total Expense	803,946	243,155	30%
Fund 370 Storm Water Operating Fund:			
Charges for Services	3,175,000	2,353,943	74%
Investment Revenue	50,150	42,748	85%
Total Revenue	3,225,150	2,396,691	74%
Personal Services	274,796	163,037	59%
Materials and Services	659,037	304,316	46%
Debt Service	508,000	507,827	100%
Transfers	4,040,765	1,287,096	32%
Total Expense	5,482,598	2,262,277	41%



MARCH 2020 MONTHLY REPORT

From the Director

What an exciting and challenging month March has been. One of the many strengths of our library staff is their ability to not only roll with sudden changes, but also to find innovative opportunities as we tread in new waters.

With the library building closed to the public, we've had the opportunity to expand our online library services to the community. We created "Library @home" with expanded virtual library programs and services available online. These include:

- Storytime "Stories to Go" and staff video book recommendations "Great Books" on YouTube
- Downloadable e-books and e-audiobooks through Library2Go, CloudLibrary, and Tumblebooks, with more titles being added
- Larger library presence on social media channels Facebook, Twitter, and YouTube
- Email reference services for patrons, as well as phone reference service
- eCards for new library users to be able to immediately access library online resources, including e-books, e-audiobooks, and LINCC online databases
- Online movies and magazines, coming soon

We've also made temporary changes to our circulation policies. Due dates for all checked out items have been extended to April 30 and we extended the time for patrons to be able to pick up their waiting holds once we reopen.

Inside the library, we now have the opportunity to clean up and refine our collections. With the building closed, it's a great time to make changes we have wanted to do, but we didn't have the time. Staff are going through our collections and removing items that are in poor condition, and moving some collections to better locations. We're also changing what the adult non-fiction collection looks like by breaking out some books into their own reader-friendly sections, like 'Travel' for travel guidebooks. Also inside the building, new furniture is planned to replace our twenty year-old furniture.

Attached is an email sent to library users to summarize LINCC libraries' actions.

March has seen extraordinary changes, but the library is thriving on this challenge.

-Pat Duke, Library Director

From: LINCC_Notices <sirsi@clck.sirsi.net>
Sent: Monday, April 6, 2020 4:29 PM
To: Duke, Pat
Subject: LINCC Libraries Update re: Coronavirus Closures



Dear PATRICK DUKE,

Communities throughout the county, state, nation, and world are facing an unprecedented challenge responding to the spread of Covid-19. LINCC Libraries are working to support our patrons and communities during these uncertain and challenging times.

Due Dates and Holds

Since our facilities have closed to help protect the health and safety of our communities, we have taken numerous steps to mitigate the impact of these closures:

- Due dates on all checked-out materials will be extended until at least two weeks after we reopen.
- Pick up dates for holds have been extended, and will continue to be extended, until at least one week after your library is able to reopen.
- Please keep any checked-out library materials until after your library reopens.

Check our [Library Status Updates](#) page for current information about your local library's available services.

Library Services Online and by Phone

Friendly, helpful librarians and library staff are still available by telephone to support your information needs and answer your questions at many of our locations. Please consult our [Library Status Updates](#) page for information about available services, by library.

In addition, we offer a variety of digital materials, resources, and services all patrons can access 24/7 with a library card. These resources include:



- [Ebooks & eaudiobooks](#): our cloudLibrary collection has been expanded to create more access during our closures
- [LearningExpress Library](#): try out this online learning platform for workplace skills improvement, college entrance exam and GED preparation, career certification, and basic skills improvement in reading, writing, and math for all ages.
- Want to learn a new language? Check out [Pronunciator](#) with over 80 languages available to learn, and there are apps for Android and Apple devices too.
- Want help finding a great book to read based on your interests? Check out [Novelist Plus](#) & [Novelist K-8](#).
- Need instructions for repairing your car? Check out the online [Chilton Library](#).
- We've also got consumer reviews with online [Consumer Reports](#), and lots of [online articles](#) too.
- Looking for quality, free online resources? Check out our [Librarian-reviewed and approved lists](#), by topic and A-Z

In addition, Lake Oswego, Oregon City and West Linn patrons can watch movies, documentaries, foreign films, classic cinema, independent films and educational videos through [Kanopy](#).

Stay Connected

We encourage everyone to follow their local library through social media for up-to-date information, links to useful online resources, and announcements of new services. Please see our [Locations and Hours](#) page for quick links to connect with your library via their websites and social media.

We're All in This Together

Thank you for your understanding during this challenging time. Your LINCC libraries take this situation very seriously, and are working hard, together, to maintain services where they can, based on guidance from health authorities and local government.

Your libraries are inclusive, welcoming places, and we encourage you to remember that stigma, bias, and rumors do not help in the fight to contain this disease. COVID-19 is not connected to any race, ethnicity, or nationality, and during this time it is critically important that we only share information from trusted sources.

Sincerely,

Canby Public Library
Estacada Public Library
Gladstone Public Library
Happy Valley Library
Lake Oswego Public Library
Milwaukie Ledding Public Library
Molalla Public Library
Oak Lodge Public Library
Oregon City Public Library
Sandy and Hoodland Public Libraries
West Linn Public Library
Wilsonville Public Library
LINCC Library Services - Network, a division of Clackamas County's Business and Community Services Department



MARCH 2020 Monthly Report



From the Directors Desk:

Uncomfortable times surround Wilsonville and the entire country and has required the Parks and Recreation Department so delay certain classes, events and rentals. Obviously the number one issue for all citizens is safety, safety, safety.

The department is still working for our citizens with the Parks Crew working on various projects, keeping restrooms sanitized, parks mowed, weeded and safe for those choosing to go for jog, walk or even sit and grab lunch, however please adhere to SAFE DISTANCING PROTOCOL – minimum 6 feet.

The Community Center staff has been incredible, providing meals for around 90 citizens per day. Meals continue to be delivered to residents thanks to Dwight Brashear (Transit Director) and his exceptional SMART bus drivers. Janice Mash our Nutrition Coordinator continues to do an amazing job preparing all these healthy meals.

Although classes and events are currently on hold our Recreation Coordinator Erica Behler has been offering activities via Facebook. Department resourcefulness is also being displayed by Ahsamon as her Meditation sessions are streaming live on Facebook and her Yoga classes will be available soon. Brad Moore has also been busy posting a variety of fitness videos on the City's You Tube page that anyone can take advantage of from the comfort of your home.

Please be safe and follow ALL of the preventive measures that have been put into place and we plan on seeing you in our parks, classes and attending events in the near future.

-Mike McCarty

Check us Out on Social Media!



Wilsonville Parks and Rec.



@wvparksandrec

March 2020

Garden Signs Ups-

Due to COVID-19 social distancing recommendations, the Community Garden sign-up day did not take place in person on April as scheduled.

Instead, 2019 gardeners were given the opportunity to keep their same plot from last year. Those that did want to keep their plot were emailed registration forms to complete and email back, and

payments were taken over the phone. If 2019 gardeners wanted to move their plot, they are able to do so between April 2 and April 30. New gardeners (those that did not have a garden plot in 2019) will be able to register for a garden plot, online beginning April 30 at WilsonvilleParksandRec.com



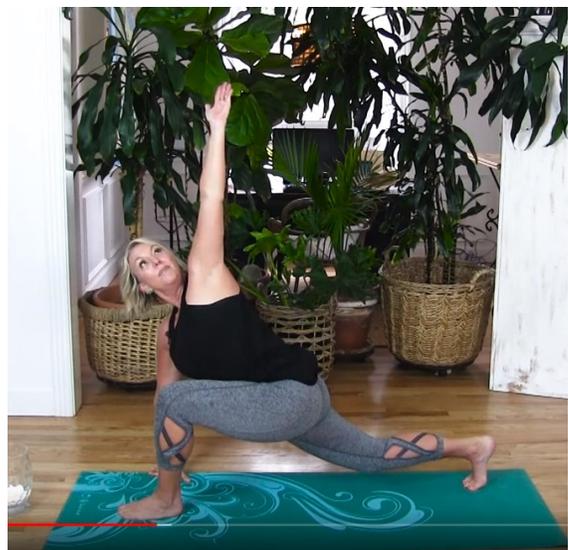
Parks and Rec goes Virtual:

Parks and Recreation staff, along with a contract instructor have been providing online class options. Classes include Body Sculpt, Stretch, Circuit Training, Yoga and Meditation. Comments from Fitness Specialist Brad Moore's YouTube viewers included:

"I just completed yesterday's exercise video and today's meditation video. I can't thank you and the City of Wilsonville enough for providing these. I have a Smart TV which came pre-loaded with U-Tube, so all I had to do was go to that site on my TV and search for the City of Wilsonville. Both videos were there, ready and waiting for me. Yay!! It was great to see your face again and to enjoy

your upbeat, careful and informative approach to exercising."

Additional classes are being brought online as time and instructor availability allows.



March 2020

Facebook– Positive Resource Posts

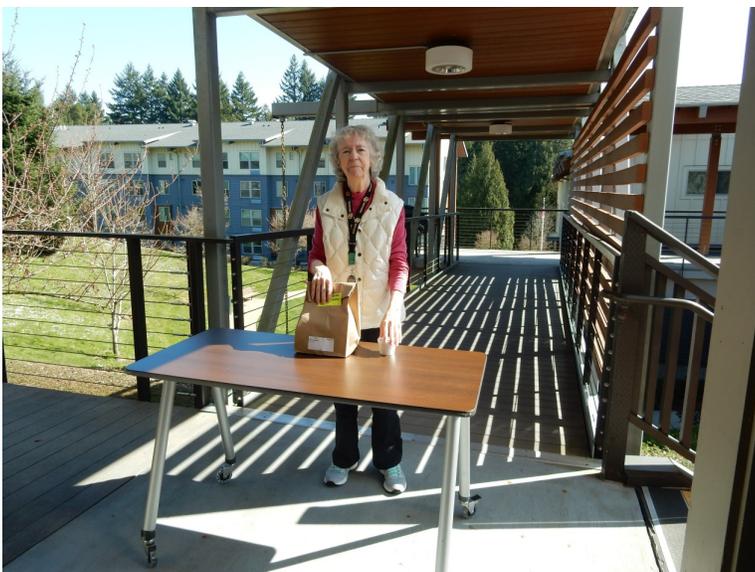
March saw an abundance of posts on our Facebook page @Wilsonville Parks and Rec. The Recreation team has been working hard to compile a list of positive resources for our community, as well as developing interactive games and activities that promote education and recreation while staying at home or in your neighborhood. Some new activities include a 10 Day Drawing Challenge, a Nature for the Senses worksheet, a Wilsonville Word Search series, and the “Wild Wilsonville Camp-In-Place”



Home Delivered Meals:

Community Center Staff has been all hands on deck to help with the home-delivered meal program. The Center is able to provide up to 90 meals/day to some of the Community’s most vulnerable members. SMART has partnered with the Center to help deliver the meals.

36 of the 90 are picked up daily by residents of Creekside Woods who were regulars at the Community Center’s daily lunch program.



Activity Guide

The 2020 Summer Activity Guide, which spans May through August, has been postponed because of cancellations and social distancing recommendations.

The latter half of the guide may be printed in the future once there is a clearer picture of which programs take place. A pdf copy of the activity guide will be available online at WilsonvilleParksandRec.com for the community to preview potential class offerings. The cover of the guide has been updated to include a large disclaimer about continued social distancing and class cancellations or adjustments. As classes change, they will be updated in the activity guide with a stamp which states "postponed" or "cancelled", or they will be adjusted to fit a new timeline. Online registration will also be postponed.



Wilsonville Wondergirl:

Wilsonville Wondergirl was born out of the 10 Day Drawing Challenge this month. She is encouraging kids of Wilsonville to wear a mask. It isn't that scary after all and that even strong people in the community should wear one.

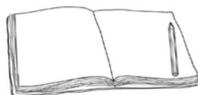


10 Day Drawing Challenge

Wednesday, April 1st - Friday, April 10th

Join Wilsonville Parks and Recreation for a 10 day drawing challenge! Use whatever you have around the house - colored pencils, water colors, markers...and your imagination! Send your pictures to Recreation Coordinator, Erica Behler at erica@wilsonville.or.us for a chance to be featured on our facebook page -OR- tag us on instagram @wvparksandrec to be added to our story!

- Day 1: A treasure map of Wilsonville
- Day 2: A view from your window
- Day 3: A Garden
- Day 4: Your favorite meal
- Day 5: Magic
- Day 6: Animals at a tea party
- Day 7: Memorial Park
- Day 8: A superhero in Wilsonville
- Day 9: Community
- Day 10: Someone you love



Parks Maintenance Updates:

- Closed all Playgrounds per the Governor’s Executive Order
- New landscaping installed at the Stein—Boozier Barn
- New trail installation at Memorial Park
- Poured gravel pads and Memorial Park Dog Park
- Began Murase Plaza slide upgrades













Stein Boozier Barn Landscape Improvements



Playground Closures:



Murase Slide Improvements:



Murase Slide Improvements:



MONTHLY NEWS

City of Wilsonville Police

VOLUME 3 | ISSUE 2 | PUBLISHED APRIL 10, 2020 | **March 2020**



We spruced up a lobby wall at the Police Station during March! Pictured above is the finished piece. To the left, Officer Zachary Keirsey moves in on the action while Libby Yates, with Clackamas County, is painting the mountain. A big thank you to Joyce Nagy, Libby Yates, and Julie Fanger.



Thank you Rose City Distillery and the Johnson family! Their donations were greatly appreciated. Supplies have been low worldwide amid our mutual fight for health during the COVID-19 pandemic.

Pictured top left is SRO Stephanie McClusky with some of the things we're using to stay safe. Pictured lower left is Det. Corey Alexander with Meghan Johnson (before social distancing was a thing).



During early March, SRO McClusky joined the Wilsonville High School trap team as they kicked off their Spring season. The team finished 4th in the Fall Season Conference. The students represent a varying range of experience, learn gun safety, and are encouraged to set high standards of excellence.



March 4, 2020 we held Coffee with First Responders. It was well-attended. Wilsonville Police, Tualatin Valley Fire & Rescue, and AMR were on-scene.



WILSONVILLE MONTHLY ACTIVITY REPORT March 2020



CITY OF WILSONVILLE POLICE DEPARTMENT
30000 SW Town Center Loop
Wilsonville, OR 97070

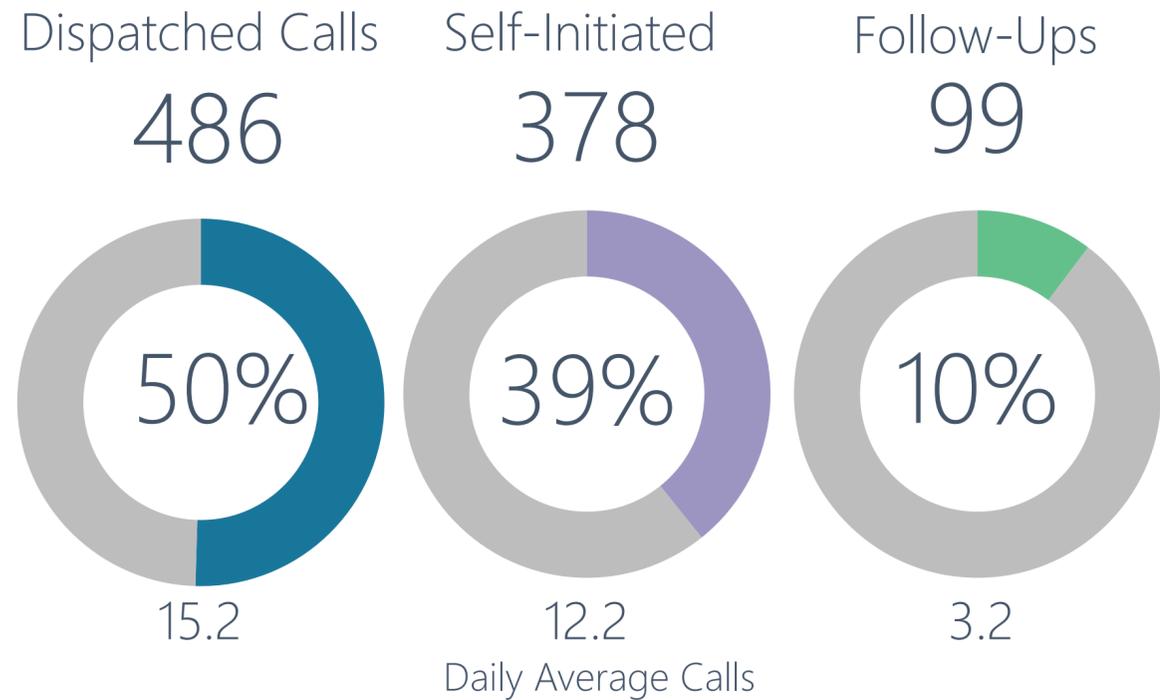
In Partnership with



**Clackamas County
Sheriff's Office**

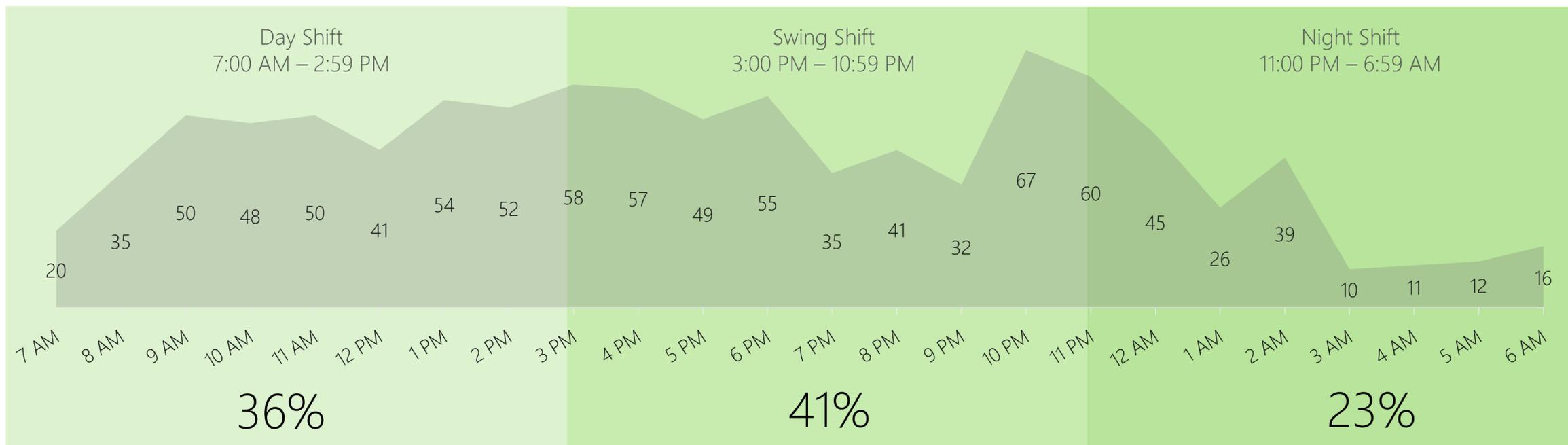
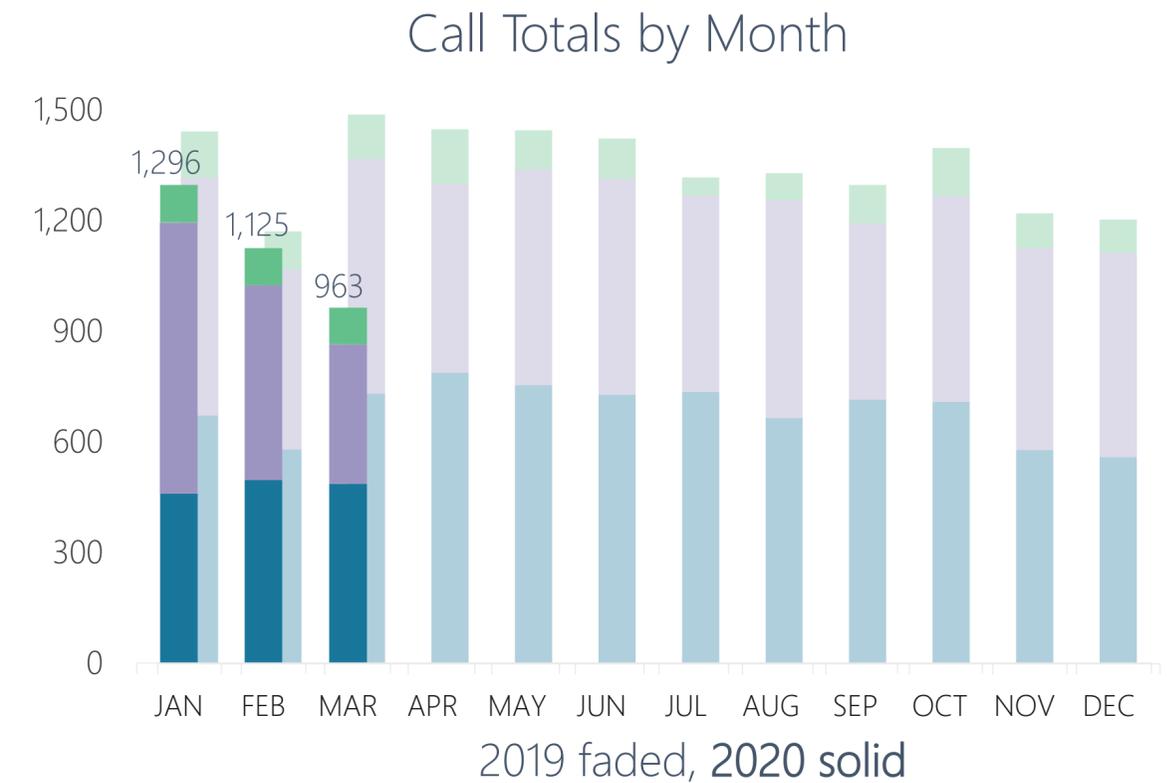
LE Calls for Service in the City of Wilsonville – Totals & Median Response Times

March 2020



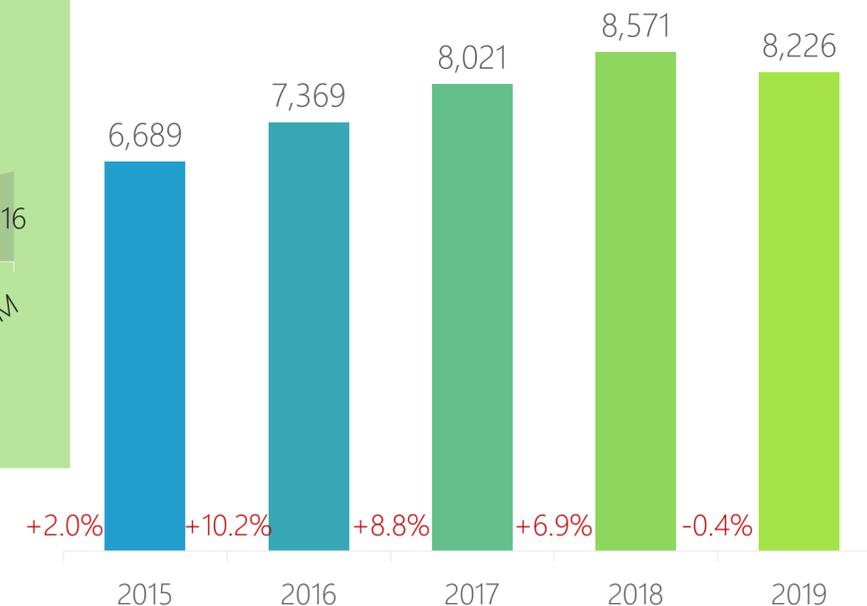
Median Hold & Response Times

	All Calls	Priority 1 & 2 Calls
Input to Dispatch (Hold Duration)	1:06	:36
Dispatch to Arrival (Response Duration)	3:19	4:22



Dispatched Calls for Service Breakdown by Hour of Day & Shift Time Groupings
(not actual breakdown of Wilsonville PD shift schedules)

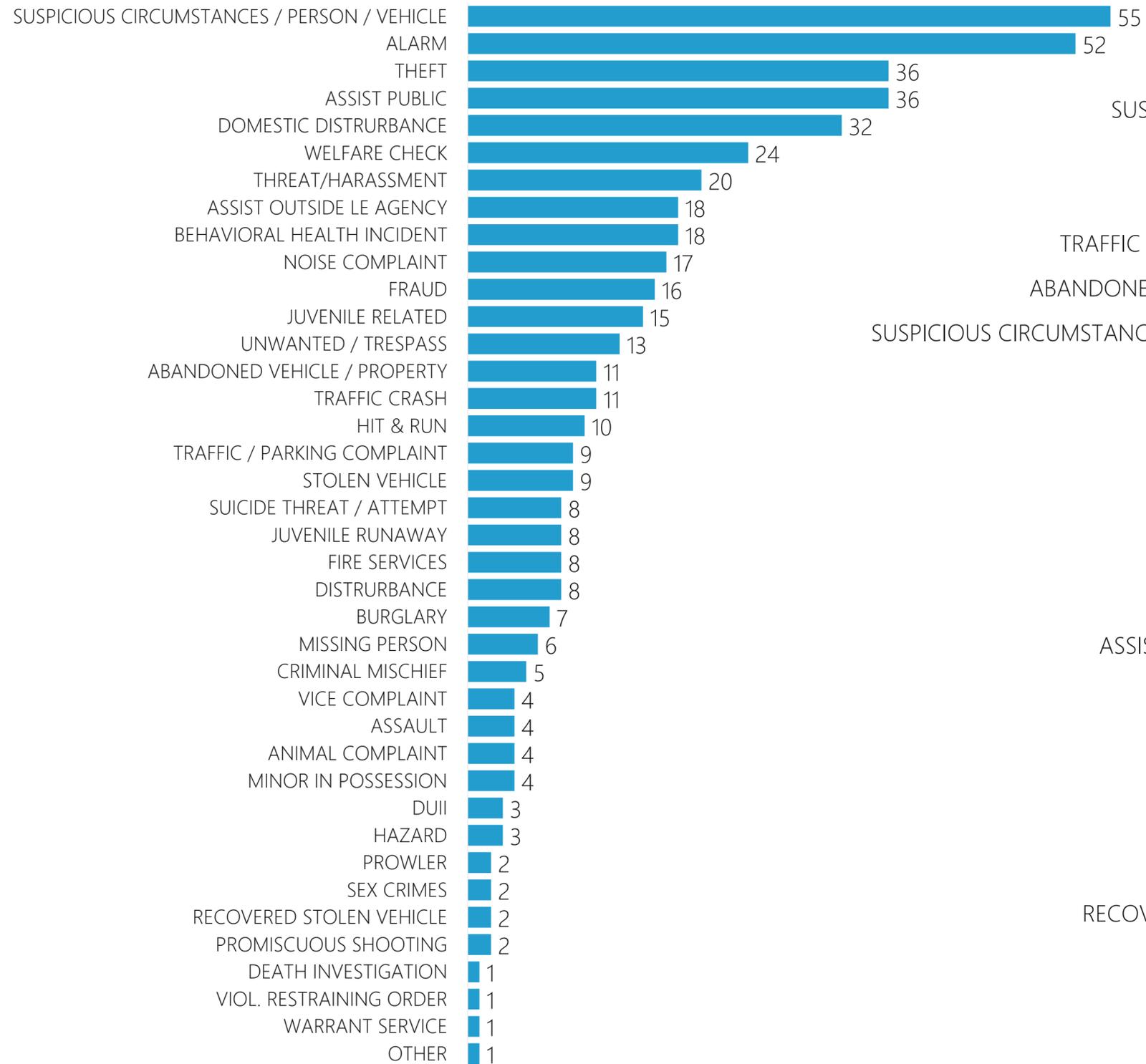
A Historical Look at Total Dispatched Calls by Year



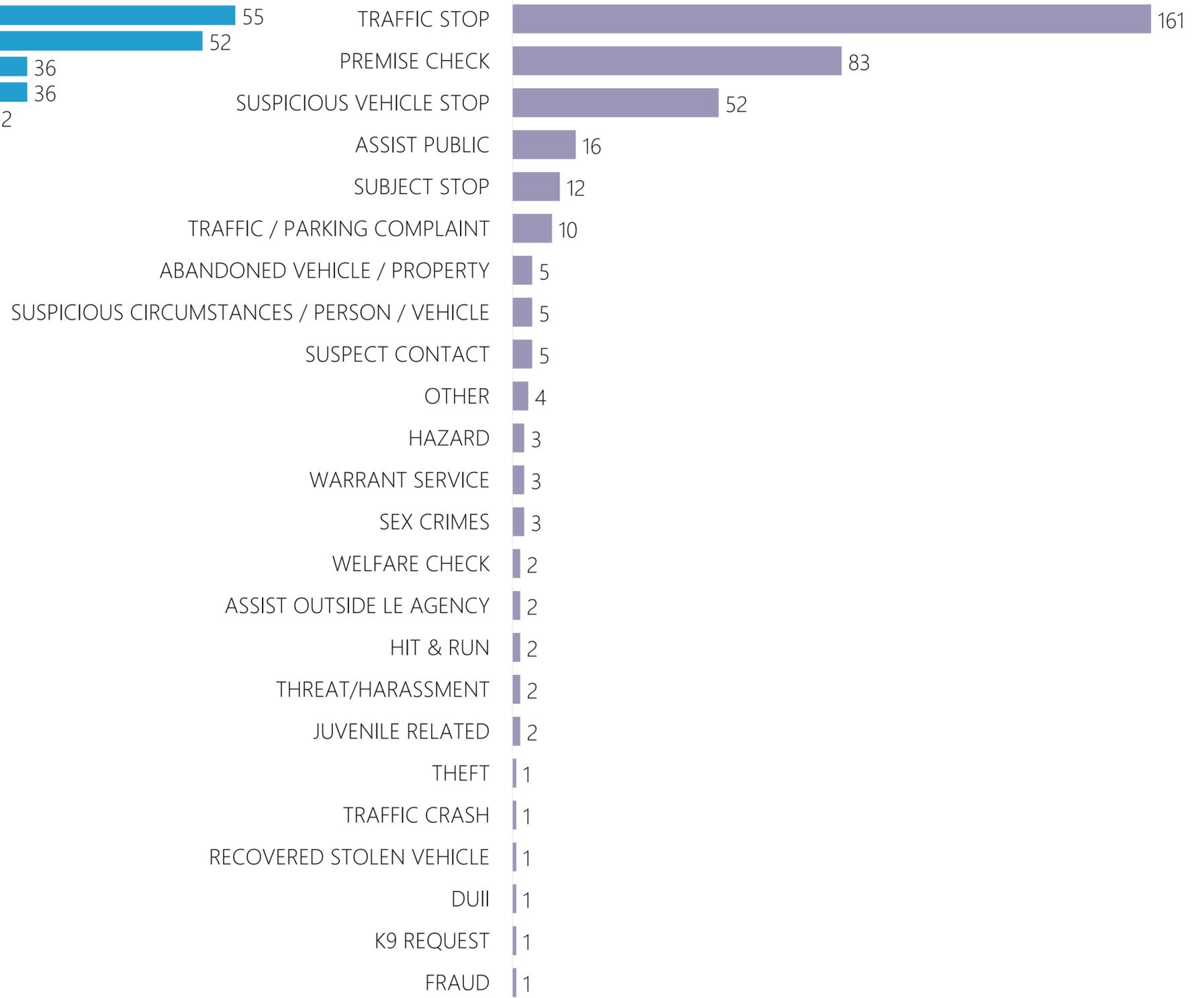
LE Calls for Service in the City of Wilsonville – Call Type Breakdown Charts

March 2020

Dispatched Call Types



Self-Initiated Call Types



LE Calls for Service in the City of Wilsonville – Call Type Breakdown Tables (Dispatched)

March 2020

DISPATCHED CALL TYPE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 Monthly Trend Line
ABANDONED VEHICLE / PROPERTY	14	10	11										
ALARM	38	48	52										
ANIMAL COMPLAINT	3	4	4										
ASSAULT	6	5	4										
ASSIST OUTSIDE LE AGENCY	8	3	18										
ASSIST PUBLIC	24	32	36										
BEHAVIORAL HEALTH INCIDENT	7	24	18										
BURGLARY	8	7	7										
COVER OFFICER	6	1	0										
CRIMINAL MISCHIEF	7	7	5										
DEATH INVESTIGATION	0	4	1										
DISTRURBANCE	11	7	8										
DOMESTIC DISTRURBANCE	16	19	32										
DUII	6	10	3										
EXTRA PATROL REQUEST	2	1	0										
FIRE SERVICES	6	7	8										
FRAUD	16	19	16										
HAZARD	3	7	3										
HIT & RUN	8	11	10										
JUVENILE RELATED	18	17	15										
JUVENILE RUNAWAY	0	0	8										
LITTERING	1	3	0										
MARINE PATROL	0	1	0										
MENACING	1	0	0										
MINOR IN POSSESSION	6	2	4										

(List part 1 of 2)

LE Calls for Service in the City of Wilsonville – Call Type Breakdown Tables (Dispatched)

March 2020

DISPATCHED CALL TYPE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 Monthly Trend Line
MISSING PERSON	5	5	6										
NOISE COMPLAINT	10	9	17										
OTHER	0	2	1										
OVERDOSE	1	0	0										
PREMISE CHECK	1	1	0										
PROMISCUOUS SHOOTING	1	0	2										
PROWLER	0	1	2										
RECOVERED STOLEN VEHICLE	1	1	2										
SEX CRIMES	4	0	2										
STOLEN VEHICLE	1	8	9										
SUICIDE THREAT / ATTEMPT	3	16	8										
SUSPECT CONTACT	1	0	0										
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	71	69	55										
SUSPICIOUS VEHICLE STOP	2	0	0										
THEFT	47	40	36										
THREAT/HARASSMENT	15	19	20										
TRAFFIC / PARKING COMPLAINT	13	11	9										
TRAFFIC CRASH	11	13	11										
TRAFFIC STOP	1	0	0										
UNWANTED / TRESPASS	19	17	13										
VICE COMPLAINT	3	7	4										
VIOL. RESTRAINING ORDER	1	1	1										
WARRANT SERVICE	2	1	1										
WELFARE CHECK	32	26	24										
Grand Total	460	496	486										

(List part 2 of 2)

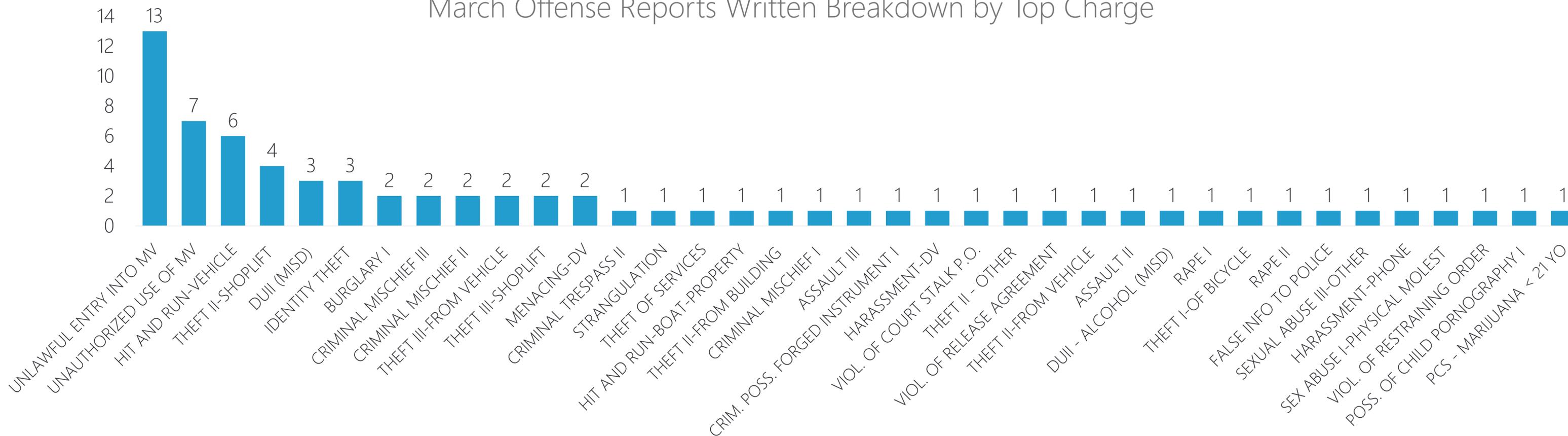
LE Reports Written in the City of Wilsonville

March 2020

Monthly Reports Written



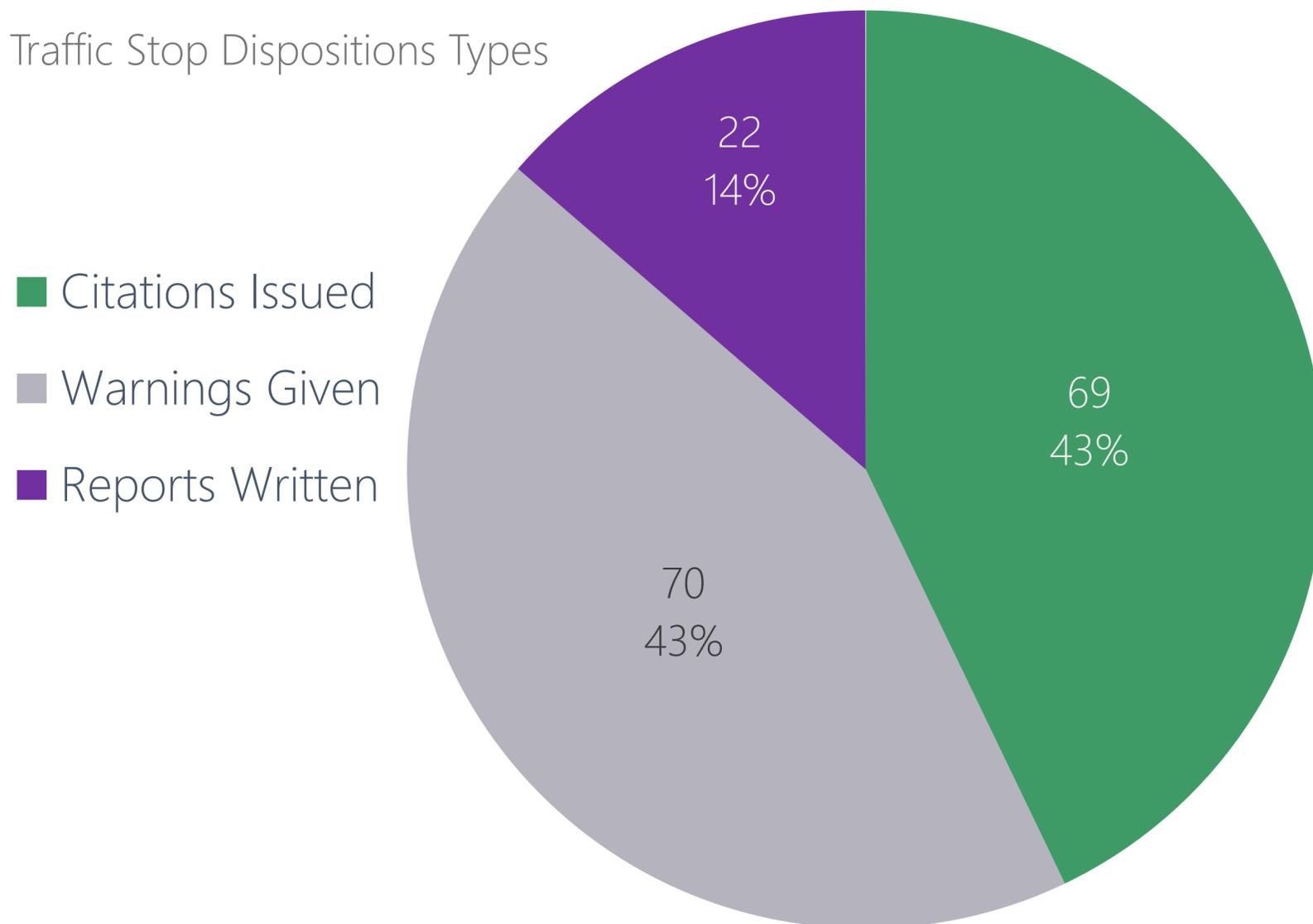
March Offense Reports Written Breakdown by Top Charge



Traffic Stop Dispositions

In March 2020, **161** traffic stops were made within the city limits, resulting in **69** citations issued, **70** warnings given, and **22** offense/incident reports created. Of the **69** citations issued, **77** charges were included (see next slide).

Traffic Stop Dispositions Types



Warning & Citations Issued Broken Down by Deputy Type

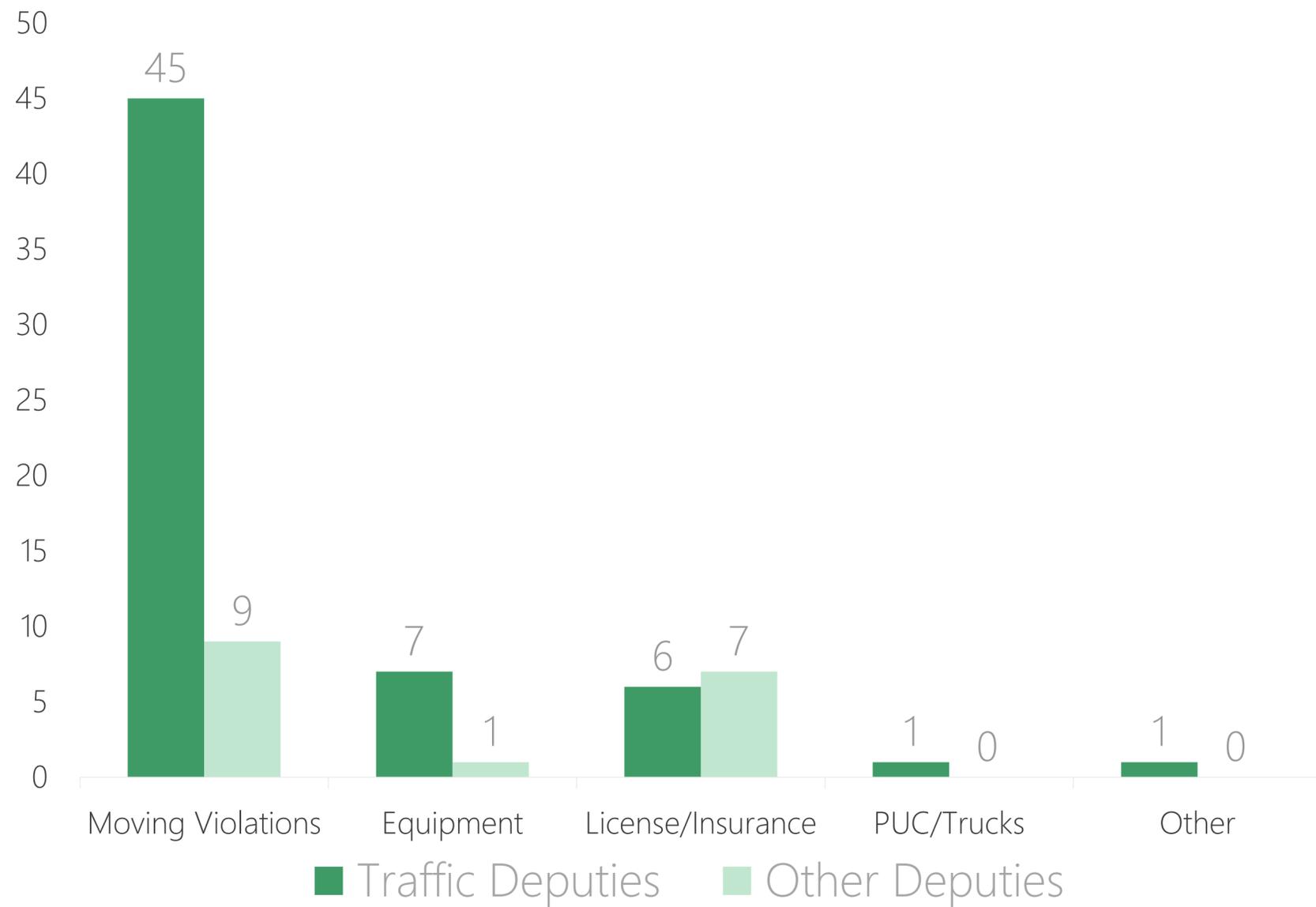


Traffic Enforcement in the City of Wilsonville

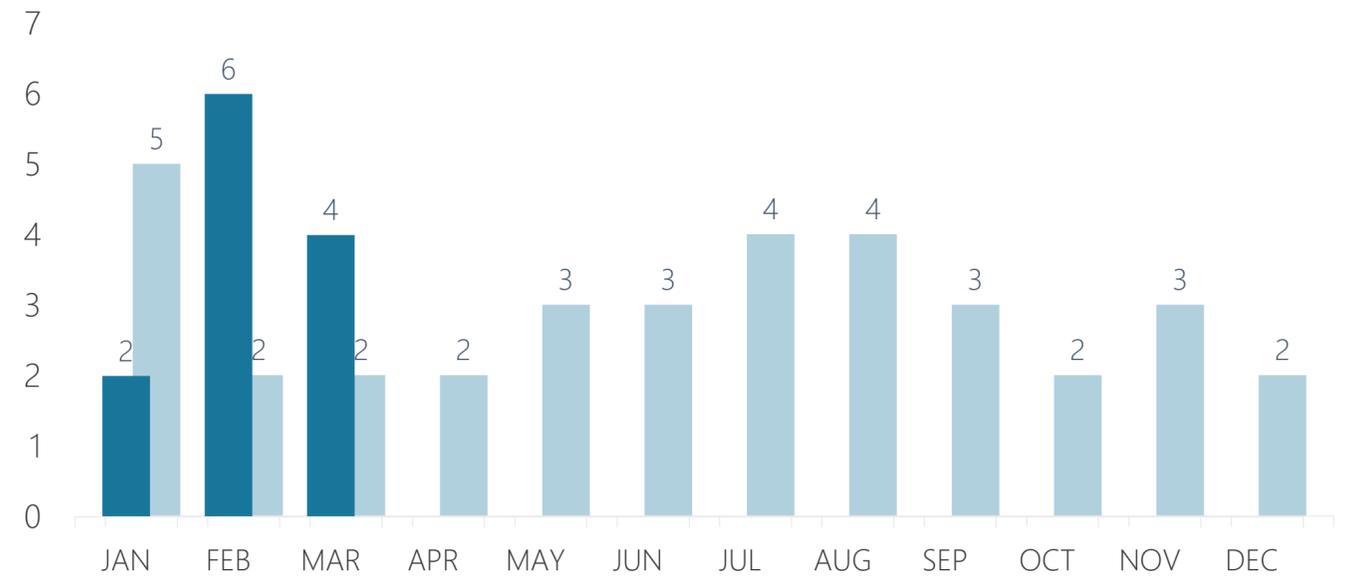
March 2020

Citation Types Issued:

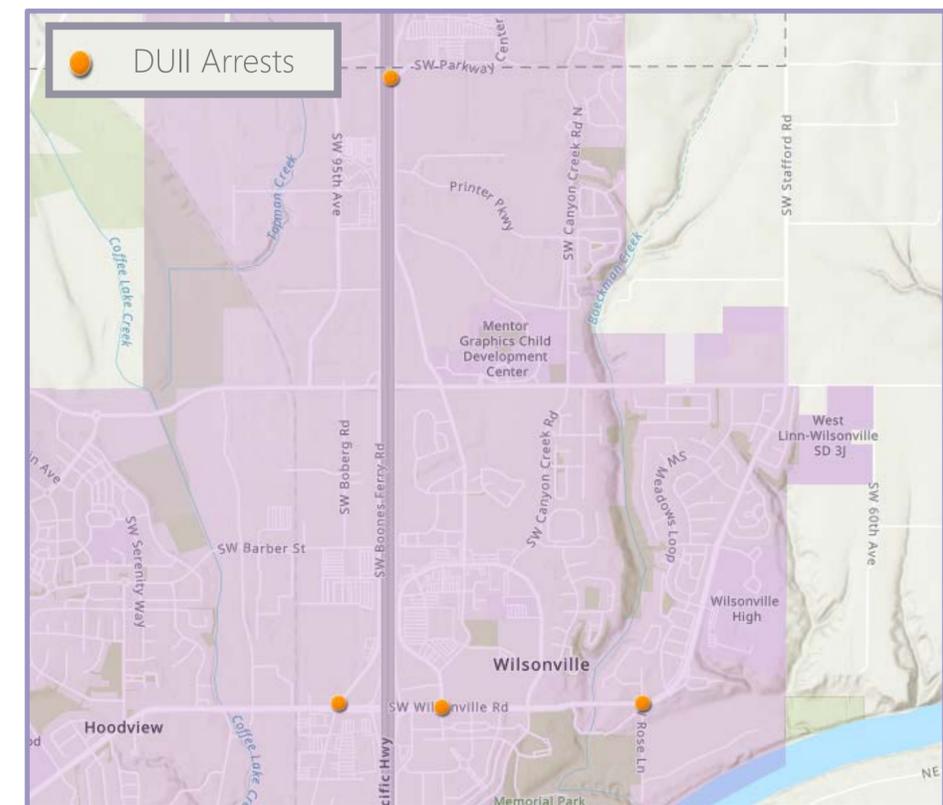
Of the **69** citations issued, **77** charges were included in the following types:



DUII Arrests:



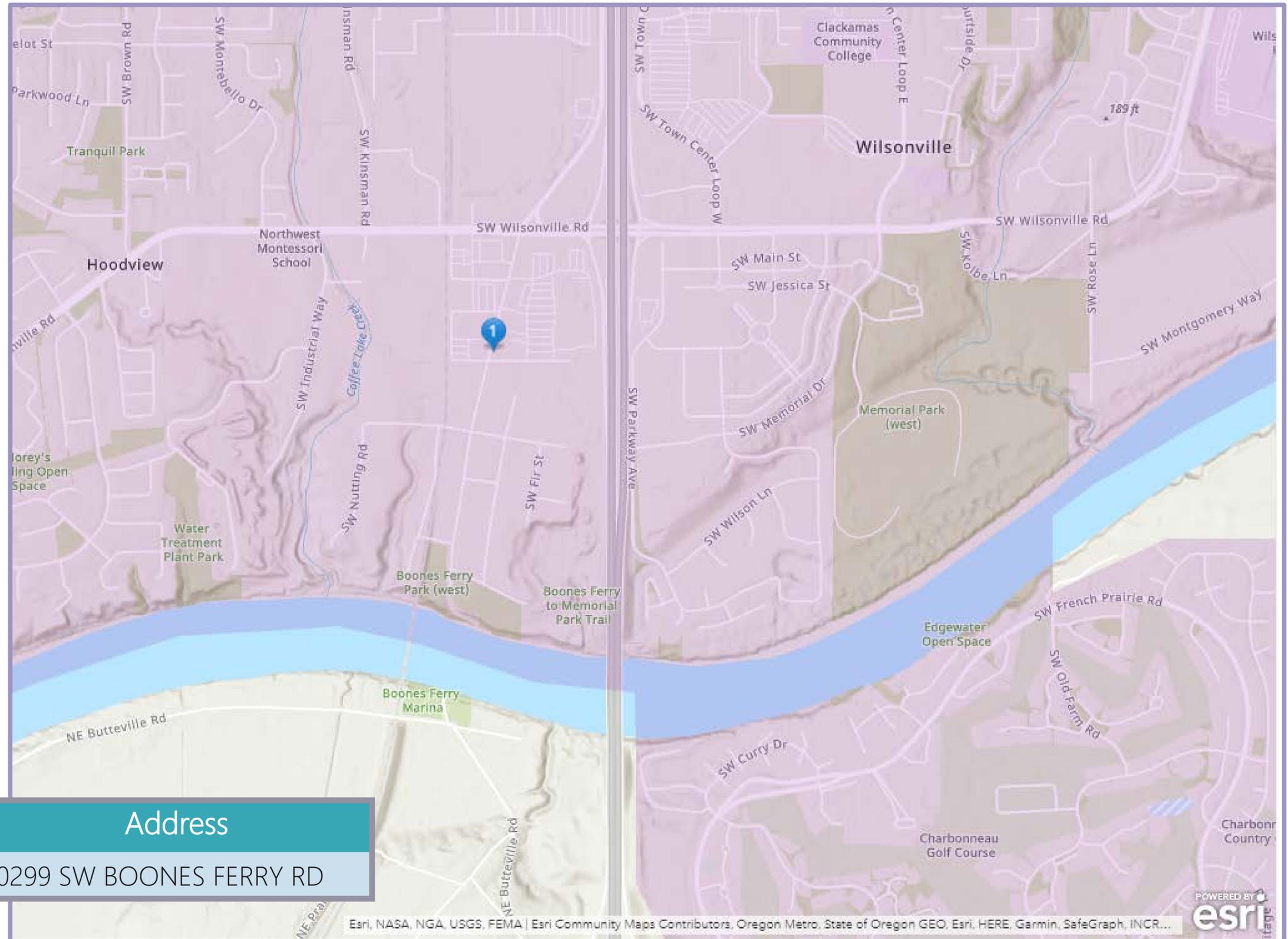
2019 faded, 2020 solid



Traffic Enforcement in the City of Wilsonville

March 2020

Map of Traffic Crash Reports



Map #	Case #	Date	Address
1	20-005166	Mar 4	30299 SW BOONES FERRY RD



MARCH 2020 MONTHLY REPORT

From The Director's Office:

The month of March has been a whirlwind of activity in the Public Works Department. In addition to completing core work responsibilities, staff performed extra duties related to the City's COVID-19 response. Just a few of the additional responsibilities include participation in the Emergency Operations Center, multiple cleanings per day of contact points around city facilities, posting warning signs in restrooms, entry doors, and parks, ensuring disinfection and paper products are available for staff use and tracking time and costs associated with COVID-19.

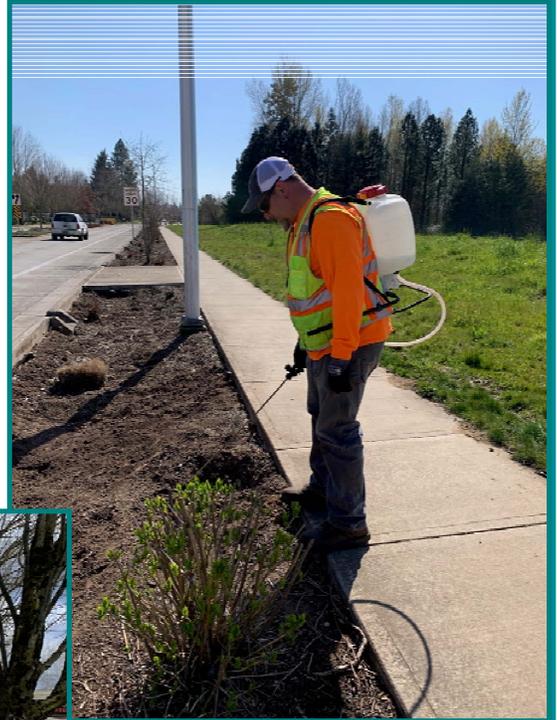
As essential employees, public works staff continue to report to work in person each day to maintain the City's infrastructure. To help protect our employees while they are at work, we have implemented several rules for staff such as limiting the number of people in the lunch room or conference room, allowing only one person per vehicle, using the vehicles as mobile offices, and keeping social distancing while in the office, which is a challenge even under normal circumstances due to the number of staff in a small office area.

This is a difficult time for us all and I am proud of the commitment of the public work staff to continue to provide our citizens with the same level of service they have come to expect.

Best Regards,
Delora Kerber
Public Works Director



Public Works staff completing core duties



Facilities

“Springing” into Action

Winter is officially over, making way for Facilities Maintenance Specialist Daniel Morena to “Spring” into action. Daniel has been working on several planting projects around the City. One of those projects was the replacement of the Cherry trees located on the west side of the City Hall building.

Daniel had been concerned about the health of the trees for some time and after realizing that he could push them over by hand so he decided it was time for them to be removed. After a little research it was decided that Italian Cypress would be a good fit for the location and environment. In time, the trees should grow to a mature height of 20 to 25 feet and hold a nice columnar shape.

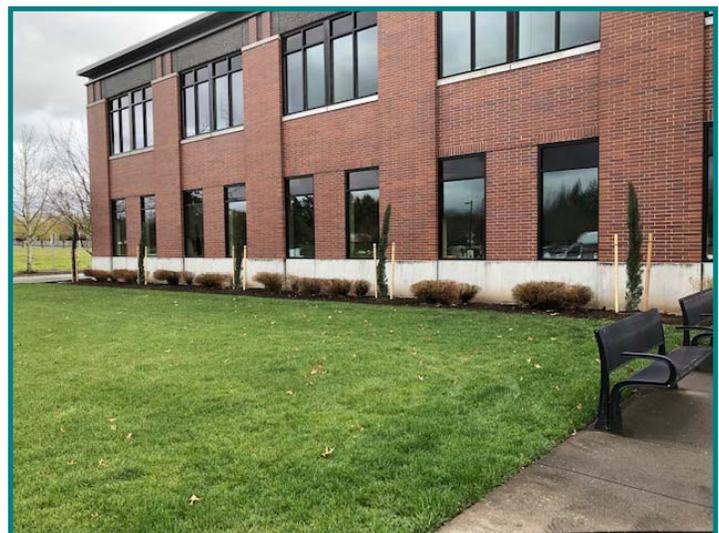
In addition to the cypress tree plantings, Daniel Morena was able to introduce 30 new sword ferns to the planting strip on the North side of City Hall and transplant additional ferns in the existing southern landscapes. The transplanted ferns were acquired from the Smart/Fleet Site in preparation for the upcoming Smart Parking lot expansion.



Previous landscaping with compromised Cherry trees



Daniel working hard to improve the appearance and the maintainability of our facilities.



New landscaping with the Italian Cypress trees.

Facilities

“Springing” into Action, continued

In order to prepare for the Smart Parking lot expansion project, Facilities Staff was asked to relocate the art piece “El Viento”. Facility Technician Javid Yamin and Maintenance Specialist Daniel Morena, team up as they remove the art piece and transported t to a secured storage area, where it awaits it new mounting location at the WES bus turn around area.



Despite all the time needed to assure the proper disinfection and cleaning of our facilities are being performed by the Facilities Team, Facility Technician Ivan Crumrine still managed to find the time to construct a custom built cabinet within Willamette 2 meeting room. Installation of the cabinet will house Audio Visual Equipment and should be complete within the next couple of weeks.



Roads and Storm Water

Pothole Repair on Sacajawea Way

After being notified about potholes on Sacajawea Way in Charbonneau, Roads Maintenance Specialist, Roman Kyllö and Courtney Burdick went out to inspect the situation. Based on what they saw it was clear the damage to the pavement would require more than a minor repair. Shortly after the inspection, the Roads Crew with the help of the Stormwater and Sewer Crew removed over 70 tons of damaged asphalt and subgrade and replaced it with 70 tons of new asphalt. This repair should allow Sacajawea Way pavement until the scheduled neighborhood sewer repair project is constructed and the street will be completely rebuilt.



Roads and Storm Water

95th Avenue Railing Repair — Again

A vehicle jumped over the curb on 95th Avenue and damaged the railing on the backside of the sidewalk. Fortunately, no one was harmed as there is a 20 foot drop between the sidewalk and the adjacent parking lot. Unfortunately, this is not the first time a vehicle has destroyed the railing which is near Commerce Circle.

Roman Kylo, Roads Maintenance Specialist responded to the call about the broken rail. Once on site he proceeded to make the area safe until a permanent repair could be performed.

Once the new rail and other materials needed for the repair were gathered Roads and Stormwater staff worked together to remove and reinstall the new pedestrian railing.



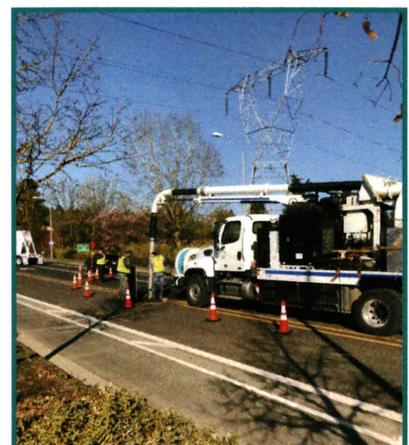
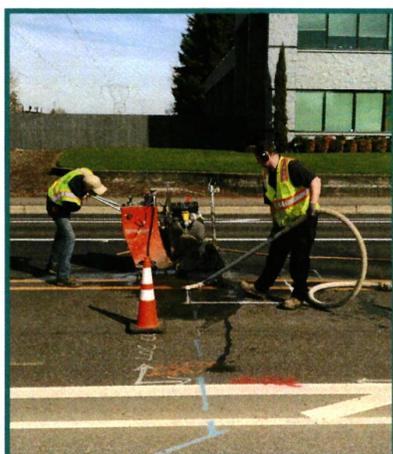
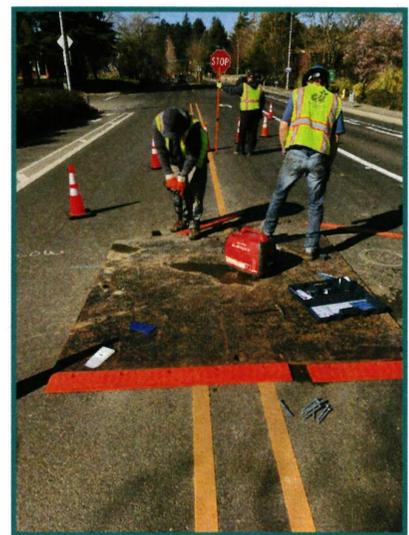
Utilities

Butterfly repair

This month the Water Crew tackled the repair of an 18” butterfly valve which isolates the Wilsonville Road “turnout”. A turnout is a connection between the transmission main and the distribution system. This critical valve needed to be repaired since it failed to re-open after being closed to perform work on a different component of the turnout. Fortunately our distribution system is well looped so no water service was interrupted due to the failure of the valve. The unfortunate part of this situation is that the valve is located near one of the busiest intersections on Wilsonville Road under recently installed new asphalt.

The Roads staff assisted the Water Crew with cutting the asphalt and providing traffic control. The Sewer Crew assisted with the excavation to access the valve. Once the valve was exposed, a contractor who specializes in place valve repairs was able to repair the valve gearbox . It was determined that a pin which holds the operating nut to the shaft was the culprit for the failure. The pin was replaced and the valve was backfilled and prepped for paving. The road was then patched a few days later by a contractor.

The Water Crew, Storm Crew, and Roads Crew all did a great job working together to complete this job with minimal disruption to the traffic on Wilsonville Road.



Utilities

Just because it says “it is flushable” doesn't mean you should flush it.

The Sewer Crew continues to perform routine line cleaning as well as investigating any customer concerns that may arise. Due to the toilet paper shortage as well as the increase in the use of sanitizing wipes for cleaning surfaces because of the COVID-19 crisis, the crew has been paying particular attention to areas that have a lot of multifamily dwelling units. Staff has been cleaning lines adjacent to these higher use areas to prevent backups caused by products that should not be flushed. The crew has also increased their manhole inspections around the City to identify any parts of the system that may not be flowing as it should.

THE UNFLUSHABLES:

Keep wipes and other products from clogging your community's sewer system

With developments surrounding the COVID-19 pandemic, there's lots of change and interruption in our lives. Panic buying has left some people without adequate supplies of toilet paper, and they may have no choice but to use other products in the bathroom. Therefore, it's important that we make sound decisions to prevent clogs and damage to sewer systems.

To keep wastewater systems working properly, please flush only the appropriate waste down the toilet.

WIPES CLOG PIPES, SO REMEMBER THESE TIPS:

FLUSH IT:

Biological waste (urine, feces) and toilet paper are the only materials that should be flushed down the toilet. Toilet paper breaks down in water. Other products do not.

TRASH IT:

Anything else—cotton swabs, baby wipes, wet wipes (even if marked “flushable”) and paper towels. These items must be disposed of as domestic waste and NOT flushed down the toilet.



**IT'S A TOILET
NOT A TRASH CAN!**
*ONLY FLUSH TOILET PAPER

PLACE THESE ITEMS IN THE TRASH, NOT THE TOILET:

- Paper towels and napkins
- Disinfecting wipes (even if marked “flushable”)
- Baby wipes
- Diapers
- Feminine hygiene products



These steps will help us keep collection and treatment systems operating properly. If there's no toilet paper and you must use something else, keep a trash bin in the bathroom to dispose of non-toilet-paper products. Clean the bin and surrounding areas regularly. Businesses should provide similar trash bins and consider posting signs reminding patrons not to flush non-toilet-paper products.

Please help us avoid unnecessary sewer clogs and backups.

SMART

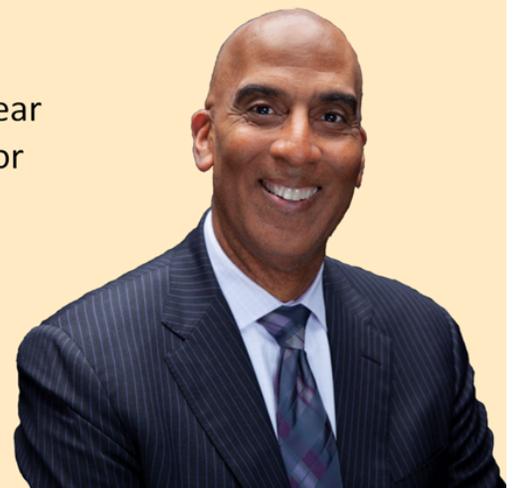
SOUTH METRO AREA  REGIONAL TRANSIT

March 2020 Report

Although most would admit that anxiously awaiting the arrival of spring has become commonplace, there is something strange and foreboding permeating spring 2020. Perhaps, an irrational belief that darkness has taken over the throne where light used to reign.

Well, I refuse to believe that we as a people are destined to be defined by our collective trepidation. Trepidation of that which we cannot see, feel, or hear. If 2020 is to be remembered for anything, let it not be the year of the modern Boogeyman. I can only imagine how living during the Great Depression must have born similar emotions in the people of that day. However, just as the 43 months of depression had to give way to a generation of hope and prosperity, the dark cloud that now envelops us will undoubtedly fade into history. I am convinced that if we all listen attentively, we can still hear the reassuring voice of a newly elected president pleading with a disquietude nation, making it clear that the “only thing we have to fear is fear itself.”

Dwight Brashear
Transit Director



Transportation Options - Michelle Marston Program Coordinator

SMART was preparing for a Large employer meeting to discuss vanpool options with Human Resources managers of eight large employers. This meeting has been postponed until the end of May, pending workforce attendance.



State of Oregon
Department of
Environmental
Quality

Employee Commute Options, (ECO) work continues at two sites with a Trip Reduction Plan being implemented at OptiMIM and a survey worksheet submitted from Rite Aid to DEQ on March 30.

ECO is a mandatory program for large employers. Under **DEQ's ECO Program**, employers with more than 100 employees must provide commute options to



employees to reduce the number of cars driven to work in Portland and surrounding areas. This survey, usually with SMART's assistance, is completed every two years.

Safe Routes to School - Sheilagh Griffin TDM Technician

SMART conducted Pedestrian Safety Education programs in all of the 2nd grade PE classes at Boones Ferry Primary School in early March. We taught five classes of about 22 students each. A total of about 110 students received instruction and practice on how to safely cross roadways. SMART is working with Lowrie Elementary School to teach their second grade students.

SMART had one Learn to Ride Clinic with three young attendees and their parents. Two children were very young and had time to get some great practice toward riding. The third learned to ride with mom running along-side, encouraging success. We hope to continue this opportunity for students in Wilsonville. We currently have 15 students registered for upcoming Learn to Ride events, which will be rescheduled later in the summer. Parents value these opportunities. Here is a quote from a parent registering her two

kids for clinics:

"I've never really had the time to teach them both in a way that makes everyone comfortable. This program you're offering is so amazing because they can each get the individual attention they need at their own pace. I appreciate this more than you could know!"



Grants and Programs - Elli Work

Grants and Programs Manager

March brought the submission of SMART's 2020 Low or No Emission Grant (5339c). SMART applied for one electric bus and one charging pedestal for \$684,220 federal funding. Because the grant is highly competitive, SMART offered a local match at 20% (instead of 15%) for \$171,055. The total project cost is \$855,275.

The "SMART Community Electric Bus Project" – if successful -- will add a third electric bus to Wilsonville's Route 4 crosstown service and one charging unit to the previously established charging infrastructure. The Route 4 requires three buses. Currently, two are electric and one is diesel. Replacing the diesel with an electric bus will make the in-town Route 4 completely electric.

SMART, in partnership with Proterra, received a 2017 LONO award for the two Proterra 35' electric buses which were put into service on Route 4 in June 2019. As a result, the charging infrastructure is in place and staff -- mechanics, bus

operators, and supervisors -- have all received training and are experienced in the operation and maintenance of battery-electric buses. This enhances project readiness and allows SMART to accelerate implementation of an additional electric bus. If this application is successful, SMART will be the first agency in Oregon to completely electrify a route.

Senator Wyden, Senator Merkley, Representative Schrader, and Representative Bononamici enthusiastically supported the grant with a joint letter of support to Transportation Secretary Elaine Chao.

The three buses combined on Route 4 will reduce 302 tons of greenhouse gases every year.

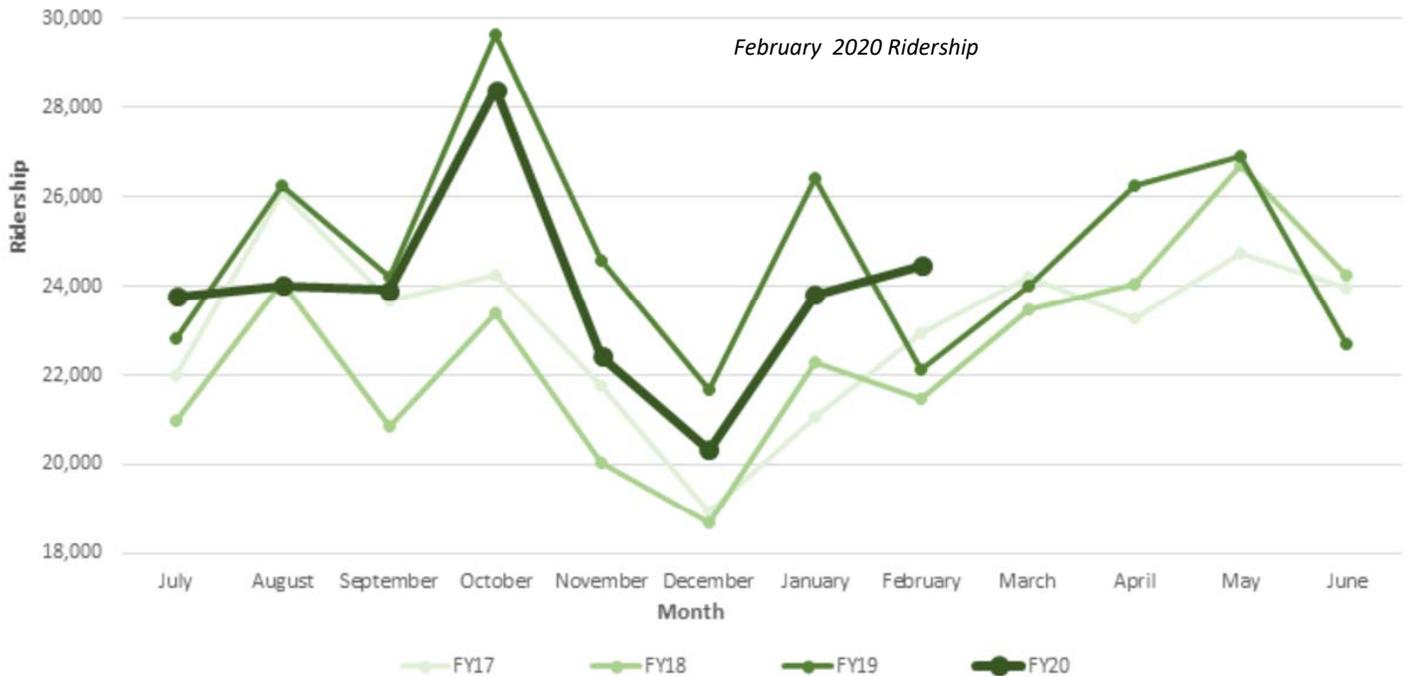
The FTA anticipates awarding 45 grants for a total of \$130,000,000. This amount is significantly more than last year's. SMART can expect award notification in June.



SMART Electric bus on Route 4

Operations - Eric Loomis Operations Manager

Fixed Route Ridership Trends by Month



In these difficult times, SMART started a grocery pickup service for Dial-a-Ride customers, recognizing the most vulnerable in our community need help and support. SMART staff called the 200+ list, offering the free service. While some signed up, the majority were extremely grateful and took the time to express their appreciation for SMART’s ongoing exceptional customer service.

“I love SMART and all the drivers. Thank you for checking in on me. It’s a comfort to know you’re there and that you care.”

-Wilsonville Senior

SMART is also partnering with Parks and Recreation and Clackamas County to assist in delivering meals to seniors in Wilsonville

through the Meals on Wheels program for those who previously attended the Senior Center for lunch.



Fleet Services - Scott Simonton Fleet Services Manager

Cleaning and disinfecting of vehicles continues to be a main area of focus. A hospital grade disinfectant is used on all touch points daily, and the vehicle interiors are fogged with disinfectant spray at the end of each service day. In addition, all buses are now equipped with disinfecting supplies. This allows the Operators to clean and disinfect the buses at various times throughout the service day.

