



City Council Meeting September 21, 2020

Executive Session 5:00pm

Work Session 5:20pm

Council Meeting 7:00pm

URA Meeting 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.

To Provide Public Comment:

- Written comments may be submitted to the City Recorder (Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, OR 97070).
- Digital comments (email) may be submitted to cityrecorder@ci.wilsonville.or.us.
- Individuals may participate online through the Zoom videoconferencing platform.
- Contact City Recorder at (503) 570-1506 cityrecorder@ci.wilsonville.or.us to register.

You can watch the City Council Meeting here:

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

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

City of Wilsonville

City Council Meeting

September 21, 2020



AGENDA

**WILSONVILLE CITY COUNCIL MEETING
SEPTEMBER 21, 2020
7:00 P.M.**

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

Mayor Tim Knapp

Council President Kristin Akervall
Councilor Charlotte Lehan

Councilor Joann Linville
Councilor Ben West

CITY COUNCIL MISSION STATEMENT

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

**Executive Session, Work Session and City Council meetings
will be held in the Council Chambers, City Hall, 1st Floor**

- 5:00 P.M. EXECUTIVE SESSION** [20 min.]
A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(h) Legal Counsel / Litigation
- 5:20 P.M. REVIEW OF AGENDA AND ITEMS ON CONSENT** [5 min.]
- 5:25 P.M. COUNCILORS' CONCERNS** [5 min.]
- 5:30 P.M. PRE-COUNCIL WORK SESSION**
- A. I-5 Pedestrian Bridge Update (Weigel) [40 min.]
 - B. Street Lighting LED Conversion Phase 1 (Montalvo) [15 min.]
 - C. Sole Source Contract Backyard Habitat & Friends of Trees (Rappold) [15 min.]
 - D. Middle Housing Contract Award & Project Update (Pauly) [10 min.]
 - E. Frog Pond Ridge (Luxhoj) [10 min.]
- 7:00 P.M. ADJOURN**
-

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, September 21, 2020 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on September 8, 2020. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

7:00 P.M. CALL TO ORDER

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

7:10 P.M. MAYOR'S BUSINESS

- A. Upcoming Meetings

7:20 P.M. COMMUNICATIONS

- A. None.

7:20 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. 2836**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Northstar Electrical Contractors, Inc. To Construct CIP 4722 - Led Street Light Conversion – Phase 1 Project. (Montalvo)

B. **Resolution No. 2850**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Amend An Existing Personal Services Agreement Contract With Murraysmith Associates For The Design And Construction Oversight Of CIP# 4722 Led Street Light Conversion Phase 1 Project. (Montalvo)

C. **Resolution No. 2845**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Personal Services Agreement Contract With Tetra Tech For Development Of The City's Water System Risk And Resilience Assessment And Emergency Response Plan As Required By The America's Water Infrastructure Act Of 2018. (Kerber)

D. **Resolution No. 2846**

A Resolution Of The City Of Wilsonville Authorizing The Sole Source Selection Of The Backyard Habitat Certification Program For FY 2020-2021 Through FY 2022-2023. (Rappold)

E. **Resolution No. 2847**

A Resolution Of The City Of Wilsonville Authorizing The Sole Source Selection Of Friends Of Trees For FY 2020-2021 Through FY 2022-2023. (Rappold)

F. Minutes of the May 6, 2019 City Council Meeting.(Veliz)

7:50 P.M. NEW BUSINESS

A. **Resolution No. 2843**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Contract With Angelo Planning Group, Inc. For The Middle Housing In Wilsonville Project. (Pauly)

8:00 P.M. CONTINUING BUSINESS

A. **Ordinance No. 844** - 2nd Reading

An Ordinance Of The City Of Wilsonville Annexing Approximately 5.85 Acres Of Property Located On The South Side Of Sw Clutter Street Just West Of SW Garden Acres Road Into The City Limits Of The City Of Wilsonville, Oregon; The Land Is More Particularly Described As Tax Lot 2100, Section 3D, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon. Chris And Sonya Bickford Petitioners. (Bradford)

B. **Ordinance No. 845** - 2nd Reading

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Washington County Future Development, 20-Acre (FD-20) Zone To The Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA) Zone On Approximately 5.85 Acres On The South Side Of SW Clutter Street Just West Of SW Garden Acres Road; The Land Is More Particularly Described As Tax Lot 2100, Section 3D, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon. Panattoni Development Company, Inc., Applicant. (Bradford)

8:10 P.M. PUBLIC HEARING

A. **Ordinance No. 842** – 1st Reading (*Land Use Hearing*)

An Ordinance Of The City Of Wilsonville Annexing Approximately 17.57 Acres Of Property Located On The West Side Of SW Stafford Road South Of Sw Frog Pond Lane Into The City Limits Of The City Of Wilsonville, Oregon; The Land Is More Particularly Described As Tax Lots 1500 And 1700, A Portion Of SW Frog Pond Lane Right-Of-Way, And A Portion Of SW Stafford Road Right-Of-Way, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Walter Remmers, William Ray Morgan, And Janice Ellen Morgan, Petitioners. (Luxhoj)

B. **Ordinance No. 843** – 1st Reading (*Land Use Hearing*)

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone To The Residential Neighborhood (Rn) Zone On Approximately 15.93 Acres On The West Side Of SW Stafford Road South Of SW Frog Pond Lane; The Land Is More Particularly Described As Tax Lots 1500 And 1700, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. West Hills Land Development LLC, Applicant. (Luxhoj)

9/16/2020 6:13 PM Last Updated

C. **Resolution No. 2849** (*Legislative Hearing*)

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2020-21. (Katko)

8:25 P.M. CITY MANAGER'S BUSINESS

8:30 P.M. LEGAL BUSINESS

8:35 P.M. ADJOURN

INFORMATION ITEMS – No Council Action Necessary.

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

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: September 21, 2020		Subject: I-5 Pedestrian Bridge and Gateway Plaza	
		Staff Member: Zach Weigel, PE, Capital Projects Engineering Manager; Kimberly Rybold, AICP, Senior Planner	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: Review public input and select a preferred bridge alternative and plaza design approach for the I-5 Pedestrian Bridge and Gateway Plaza project.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: I- 5 Bike-Pedestrian Bridge, Town Center		<input checked="" type="checkbox"/> Adopted Master Plan(s): Bicycle & Pedestrian Connectivity Plan, Transportation System Plan, Town Center Plan	
		<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

The project team will share the results of the design concept survey and virtual open houses, seeking confirmation of a preferred bridge alternative and plaza design approach as the project moves to the design phase.

I-5 Pedestrian Bridge and Gateway Plaza Staff Report

Page 1 of 4

EXECUTIVE SUMMARY:

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

After the March Planning Commission and City Council work sessions, the project team began designing bridge and plaza concepts based on feedback gathered from the project kickoff open house and survey (see [Winter 2020 Public Engagement Summary](#)). In addition, a technical analysis of the bridge types (Attachment 1) was prepared by the project team, led by DOWL, which helped to inform the bridge design concepts. Input from June and July Planning Commission work sessions guided refinement of the bridge and plaza concepts, which City Council confirmed at a July work session were consistent with prior community feedback and expectations set forth in prior planning efforts including the Town Center Plan and Bicycle and Pedestrian Connectivity Plan.

The bridge and plaza concepts were presented for public feedback through an online survey on *Let's Talk, Wilsonville!* and virtual open house in August. Three bridge alternatives—cable-stayed, tied arch, and modern artistic—were presented, along with three plaza concepts—Drops and Ripples, River Oxbow, and Gateway Loop. Participants were asked to identify which bridge and plaza concepts best reflect the themes and priorities identified during the project's initial public outreach and provide input on bridge and plaza elements that the project should include. Nearly 300 people completed the online survey, and more than 50 people participated in the virtual open house (Attachment 2).

At this work session, City Council will consider the combined results of these outreach activities and input from the September Planning Commission work session to provide confirmation of a preferred bridge alternative and plaza design approach. The project team seeks direction on the following items:

- Select a preferred bridge design alternative to advance into design.
- Identify a plaza design approach to advance into design.
- Confirm priority bridge and plaza elements identified by the community and Planning Commission.

Upon receiving City Council direction on the preferred bridge alternative and plaza design, the project team will begin detailed design work for the bridge and plaza.

EXPECTED RESULTS:

City Council will identify a preferred bridge alternative and confirm direction for the plaza design, enabling the project team to begin work toward 30% design for the project.

TIMELINE:

Project work and public engagement activities will continue throughout 2020 and 2021 to further inform bridge design, plaza materials, and amenities. The project team will use *Let's Talk, Wilsonville!* to gather additional public feedback on detailed bridge and plaza design elements as the project moves through the design phase. Additional work sessions will be facilitated with the City Council over the course of this project, with the next update anticipated at 30% design. Ultimately, design will advance to 90% design with an anticipated completion in fall 2021.

CURRENT YEAR BUDGET IMPACTS:

The adopted budget for FY2020-21 includes \$5,830,275 in Transportation SDCs for CIP project #4202. The remaining project design work over the next two years is estimated at \$1.0 million. The remaining budget is intended to begin to accrue funds to pay for project construction in future years.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 9/9/2020

LEGAL REVIEW / COMMENT:

Reviewed by: Date:

COMMUNITY INVOLVEMENT PROCESS:

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

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

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

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

ALTERNATIVES:

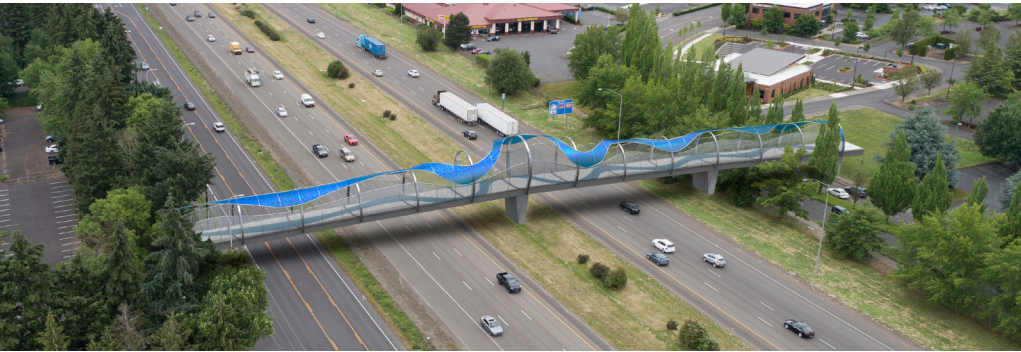
City Council can provide additional bridge and plaza design elements to consider as the project moves into the 30% design phase. If a preferred bridge alternative is not selected at this work session increased project costs and significant project delay will result.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

1. Bridge Concepts Memo (August 2020)
2. Community Involvement Summary (August 2020)



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

Bridge Concepts Memo | City of Wilsonville Project #4202

Prepared for:

Zach Weigel, PE
City of Wilsonville
29799 SW Town Center Loop East
Wilsonville, OR 97070

Prepared by:

DOWL
Bob Goodrich, PE
4275 Commercial St. SE, Suite 100
Salem, OR 97302

August 2020

TABLE OF CONTENTS

1. PROJECT BACKGROUND.....	3
2.0 DESIGN STANDARDS	4
2.1 Bridge.....	5
2.2 Pedestrian Path	6
3.0 BRIDGE CONCEPT ALTERNATIVE DESCRIPTIONS	7
3.1 Cable-Stayed	7
3.2 Tied-Arch	9
3.3 Modern Artistic.....	11
3.4 Evoking Wilsonville	12
4.0 CONSTRUCTABILITY AND TRAFFIC IMPACTS	13
4.1 Cable-Stayed	13
4.2 Tied-Arch	13
4.3 Modern Artistic.....	14
5.0 ODOT APPROVAL.....	14
6.0 FUTURE ACCOMMODATIONS.....	15
7.0 COST SUMMARY.....	16

Figures

Figure 1 – Section View.....	4
Figure 2 – 10-foot Minimum Vertical Clearance Required over Pedestrian Path.....	5
Figure 3 – 18-foot Minimum Vertical Clearance Required over I-5 and 16-foot Minimum Vertical Clearance over City Streets.....	5
Figure 4 – Isometric View of the Cable-Stayed Alternative	8
Figure 5 – View from the Path of the Cable-Stayed Alternative	8
Figure 6 – Isometric View of the Tied-Arch Alternative	9
Figure 7 – View from the Path of the Tied-Arch Alternative	10
Figure 8 – Isometric View of the Modern Artistic Alternative.....	11
Figure 9 – View from the Path of the Modern Artistic Alternative.....	12

Tables

Table 1 – Section View	16
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Appendices

- Appendix 1: Bridge Form and Amenities Reference Images
- Appendix 2: Cable-Stayed Bridge Alternative Renderings and Drawings
- Appendix 3: Tied-Arch Bridge Alternative Renderings and Drawings
- Appendix 4: Modern Artistic Bridge Alternative Renderings and Drawings
- Appendix 5: Evoking Wilsonville
- Appendix 6: Bridge Alternatives Cost Estimates

1. PROJECT BACKGROUND

The City of Wilsonville (City) first identified the Interstate 5 (I-5) Pedestrian Bridge crossing when Wilsonville's original Town Center Plan was created in 1973. The City's 2006 Bicycle and Pedestrian Master Plan, and the 2013 and 2016 Transportation System Plans confirmed the need for a safe I-5 crossing and identified the bridge project as a high priority. In 2019, the City adopted the Wilsonville Town Center Plan (Plan) with strong community support. This Plan identified the bridge and a gateway plaza as a key framework project for spurring redevelopment of Town Center.

The City is undertaking this project to develop the preliminary and final design for the I-5 Pedestrian Bridge and a gateway plaza on the east approach. In February, the project held its first open house, and in March, the Wilsonville Planning Commission and City Council concurred with the public feedback regarding the bridge type alternatives:

- Evaluate three bridge types: cable-stayed, arch, and modern artistic
- Consider four bridge forms: structural, open, semi-enclosed, and architectural
- Consider four bridge amenities: separated modes of travel, unique lighting, natural features, and sustainable features

Additionally, the Planning Commission and City Council advised the design team that the preferred bridge type must be iconic, evoke the spirit of Wilsonville, and serve as a regional landmark in the heart of Wilsonville.

Reference images provided to the public for the bridge types, forms, and amenities are included as Appendix 1.

This memo focuses on the concept evaluation of the three bridge types. The evaluation process considered constructability and traffic impacts, ODOT approval, future accommodations, and cost.

2.0 DESIGN STANDARDS

The proposed bridge is intended to serve multiple functions. It will provide a safe crossing of I-5 for pedestrians and bicyclists and will allow future use by autonomous transit vehicles (AVs). Any bridge type must meet functionality requirements and effectively address site constraints.

Through the initial public engagement, separated modes of travel was identified by the public as one of the top features to incorporate into the project. Based on this feedback the design team identified an 18 foot wide clear path. This width will provide one foot of shy, two 5-foot bicycle lanes, and seven feet for pedestrians (see Figure 1).

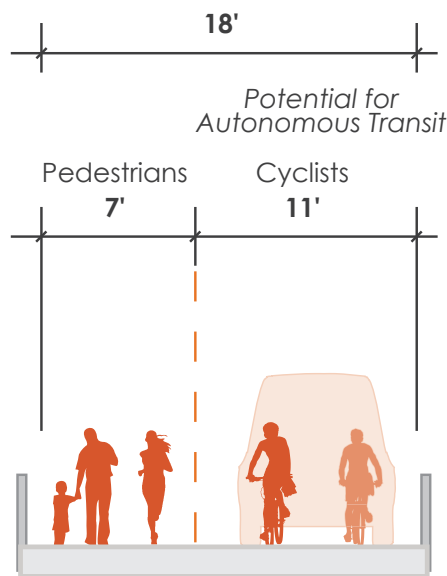


Figure 1
Section view

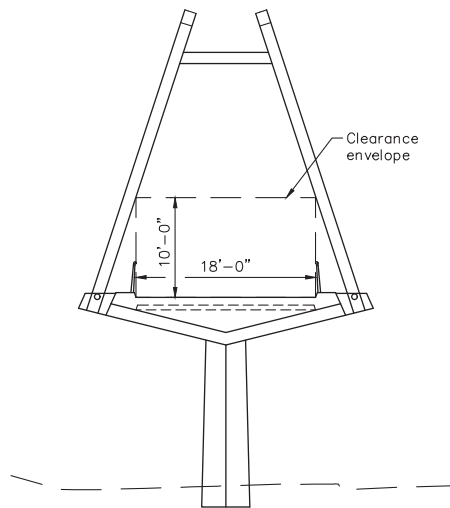
In coordination with South Metro Area Regional Transit (SMART), and research of pilot AV projects in other states, the 18-foot-wide clear path was determined to be sufficient to accommodate AVs. In the future, AVs would share the bicycle lane. As an AV uses the bridge, bicycles would merge with pedestrians. A full width separated AV lane requires a much wider bridge path and was determined to not be cost-effective. In addition, to maintain the usable path width for future users, the bridge supports cannot restrict the path width. Providing the additional width would have increased project costs and right-of-way (ROW) needs, while reducing the usable plaza.

Minimum vertical clearances, based on City, ODOT and AASHTO standards, are:

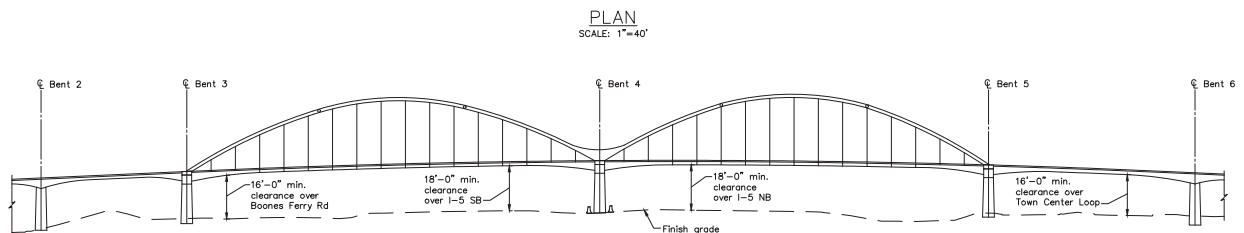
- 10 feet on the path (see Figure 2)
- 18 feet over I-5, including potential future additional lanes (see Figure 3)
- 16 feet over Boones Ferry Road and West Town Center Loop (see Figure 3)



← **Figure 2**
10-foot Minimum Vertical Clearance Required over Pedestrian Path



↓ **Figure 3**
18-foot Minimum Vertical Clearance Required over I-5 and 16-foot Minimum Vertical Clearance over City Streets



2.1 Bridge

The bridge will be designed in accordance with the following:

- 2017 American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications, 8th edition
- 2009 AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges, 2nd edition
- 2011 AASHTO Guide Specifications for LRFD Seismic Bridge Design, 2nd edition

The design live loading is 90 pounds per square foot of pedestrian loading or a medium-duty maintenance or inspection (boom lift) vehicle. The seismic design criteria is for the bridge to remain serviceable following a Cascadia Subduction Zone seismic event and to avoid collapse during the 1,000-year return period earthquake.



2.2 Pedestrian Path

The pedestrian path will need to comply with the Americans with Disabilities Act (ADA). The constructed maximum slope along the path cannot exceed 5% and the constructed maximum cross slope cannot exceed 2%, as outlined in the AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, 1st edition. To provide a construction tolerance of 0.5%, the maximum design longitudinal slope will be 4.5% and the maximum design cross slope will be 1.5%.

The minimum radius of curvature used on the path needs to accommodate both bicycle use and the design vehicle. A standard design speed of 18 miles per hour for cyclists using a 20-degree lean angle results in a radius of 60 feet, per the AASHTO Guide for the Development of Bike Facilities, 4th edition. The design speed and radius may be reduced to 14 miles per hour and 36 feet, respectively, as the path approaches the eastern plaza area. These radii will accommodate the H10 vehicle and AVs, which have minimal off-tracking.

3.0 BRIDGE CONCEPT ALTERNATIVE DESCRIPTIONS

Several span arrangements were investigated, but to achieve two roughly symmetrical, balanced main spans, the team selected a 170-foot span over I-5 southbound and Boones Ferry Road, and a 160-foot span over I-5 northbound for each alternative. The three bridge alternatives are all unique in form but have commonalities. All three bridge alternatives will have a concrete wearing surface and protective screening over I-5. Protective screening over City streets is not required by law but is recommended for safety.

All three bridge types will include at least two of the four bridge amenities identified by public feedback: unique lighting and separated modes of travel. The bridge lighting will be determined after a preferred alternative is selected. The modes of travel will be delineated using striping on the bridge deck.

The other two bridge amenities, natural features and sustainable features, along with the approach bridge spans, retaining walls, and ramps, will be evaluated after selecting a bridge alternative as part of the 30% Design.

Unique aspects for the three alternatives are described in the sections below.

3.1 Cable-Stayed

Cable-stayed bridges rely on rods or cables (stays) to support the deck system from tall pylons or towers. Cable-stayed structures can support long spans and have a shallow deck section.

The cable-stayed alternative consists of a center pylon located in the I-5 median with the main deck spans extending over I-5 northbound and southbound, and Boones Ferry Road. The guiding principles for the project determined during the initial public engagement, called for an iconic bridge design that evokes Wilsonville. In response to this guidance, the design team proposed a unique stay arrangement rather than a typical fan arrangement. A parabolic-shaped pylon configuration is proposed to accommodate the geometrics of the unique stay arrangement.

The pylon could be constructed of steel or precast concrete. The pylon extends approximately 84 feet above the deck with a total height of approximately 105 feet.

The deck will consist of a series of shallow precast concrete panels spanning between the hangers. These panels will be placed over a series of days. Once all of the precast panels are in place, a topping slab is cast on top of the panel and then the entire system is longitudinally post-tensioned together to minimize the possibility of cracks in the wearing surface.

This alternative is being evaluated as it is a distinctive signature-type structure, is capable of achieving the necessary span lengths, and can be designed with a very shallow deck system over I-5. The shallow deck minimizes the height the path needs to climb to pass over the freeway, and consequently, the length of the path, reducing required ROW and increasing usable area on the east approach for a gateway plaza.



Figure 4
*Isometric View of the
Cable-Stayed Alternative*

Cable-stayed options with two pylons were considered but not carried forward as they would have approximately doubled the cost for foundations and pylons



Figure 5
*View from the Path of the
Cable-Stayed Alternative*

The cable-stayed alternative offers a structural form as users travel between the stay cables and parabolic pylon.

Different stay colors are used in the renderings for visibility. This is also a feature that could be a different color based on public input. Full-sized renderings of this bridge type and plan, elevation, and section drawings are included in Appendix 2.

3.2 Tied-Arch

Arches span significant distances by transferring the vertical deck loads into axial compression (thrust) in the arch ribs. These structures can be extremely varied. For example, they can be formed out of concrete or steel; they can apply the thrust into the foundations or be tied together on itself like a bowstring; and the ribs can be fully below the deck, fully above the deck, or some combination thereof.

The tied-arch alternative presented here consists of two main spans with the arch ribs fully above the deck. The arch configuration will be a “basket handle” arrangement where the arch on either side is inclined inward such that the ribs will be connected at the top of the arch.

The tied-arch will have a similar precast concrete post-tensioned deck panel as previously discussed for the cable-stayed alternative.

Similar to the cable-stayed alternative, the tied-arch alternative is being evaluated as it is a distinctive signature-type structure capable of achieving the necessary span lengths and can be designed with a very shallow deck system over the freeway and Boones Ferry Road. The shallow deck system minimizes the height the path needs to climb to pass over the freeway, and consequently, the length of the path, reducing required ROW and increasing usable area on the east approach for a gateway plaza.



Figure 6
*Isometric View of the
 Tied-Arch Alternative*

The design team considered a one-span tied-arch that crossed Boones Ferry Road and both directions of I-5. This alternative was not presented for several reasons: constructability would be considerably more difficult; it would require shoring over I-5 for a long period of time; and construction costs would be notably higher. Also, the rise of the arch above the deck would feel disproportionately large for the site.

Other arch configurations were considered, such as a single arch rib spanning outward away from the deck, a single arch rib spanning diagonally across the deck, and two arches each leaning outward away from the deck. Constructability and cost were the primary reasons why these options were not carried forward.



Figure 7
*View from the Path of the
Tied-Arch Alternative*

The tied-arch alternative offers a structural form as users travel between the arches.

Different tie colors are used in the renderings for visibility. This is also a feature that could be a different color based on public input. Full-sized renderings of this bridge type and plan, elevation, and section drawings are included in Appendix 3.

3.3 Modern Artistic

The modern artistic bridge concept will incorporate artistic and architectural features into the design to provide both the path users and vehicles approaching the bridge a unique experience. The main support structure of the bridge will be a traditional steel I-girder design with a concrete deck. The artistic and architectural features will be incorporated into the bridge railing and into an overhead canopy structure supported by the bridge.

The canopy structure will resemble a meandering river, reminding users of the nearby Willamette River, and will include lighting to highlight various parts of the artistic feature. The bridge railing structure will feature an open-air design to complement the artistic canopy. The bridge supports will feature spires or pylons to support the canopy and railing structure and balance the look of the artistic canopy. The artistic canopy could extend onto the approach spans.

The proposed design of the steel plate girders includes three girders and a concrete deck. To facilitate easier construction and minimize traffic impacts, the deck will consist of stay-in-place precast concrete deck form panels spanning the full width of the structure. Once all precast panels are in place, a concrete top slab will be cast on top of the panels.

The horizontal alignment will include a short curved section in the bridge near the west approach, which can be accommodated by varying the deck alignment on top of the girders. The bridge will be supported by concrete foundations at the same locations as for the cable-stayed and tied-arch alternatives.



Figure 8
*Isometric View of
 the Modern Artistic
 Alternative*

The profile for this alternative will be higher since the steel girders are deeper than the cable-stayed or tied-arch decks. This will result in longer approaches to meet ADA grade requirements.



Figure 9

*View from the Path of the
Modern Artistic Alternative*

The modern artistic alternative offers a combination of the semi-enclosed and architectural bridge form by use of the meandering river canopy structure overhead and protective screening.

Full-sized renderings of this bridge type and plan, elevation, and section drawings are included in Appendix 4.

3.4 Evoking Wilsonville

All three bridge alternatives have been developed to evoke the spirit of Wilsonville. Wilsonville is a community defined by connections. The Boones Ferry was the original way travelers crossed the Willamette River into the City. When I-5 became the new connection across the river it unintentionally bisected the City. This new I-5 Pedestrian Bridge will create a safe, vital connection for the community across I-5.

This bridge will become a new connection affirming and enhancing Wilsonville to its community and travelers throughout the Willamette Valley.

Once a bridge type is selected, other opportunities exist to speak to the heritage, history and future of Wilsonville such as custom designed bridge rail and screening, patterning and shaping the columns, and pylons at the bridge supports to symbolize the Boones Ferry, tying the past of Wilsonville to the future. See Appendix 5 for more information on how each bridge evokes Wilsonville.

4.0 CONSTRUCTABILITY AND TRAFFIC IMPACTS

Constructability is one major factor because of the need to work over I-5 and the related traffic impacts. Developing a constructable solution that is acceptable to the Oregon Department of Transportation's (ODOT) Mobility Advisory Committee (MAC) will be a key element for a successful project. Constructability concerns for Boones Ferry Road and West Town Center Loop are anticipated to be similar to that of I-5.

The foundations for all three bridge types are assumed to be drilled shafts. Drilled shafts are more easily constructed in constrained settings, such as along I-5, but they are more expensive than driven piling. Given the proximity to traffic, shallow gravel layers, and seismic loads, drilled shafts are preferred. Drilled shafts are a common construction technique and don't differentiate the alternatives.

4.1 Cable-Stayed

The cable-stayed bridge construction has two major elements to consider related to this factor: construction of the pylon and placement of the precast concrete deck panels.

The main pylon will be constructed in the median of I-5. Access for constructing the foundations is adequate in the existing median. It is anticipated that the pylon would be constructed of concrete members or bolted and/or welded steel members. Lifting and placing the pieces would require a large crane in the median. It is likely that nighttime lane closures would be required on I-5 for safety of the traveling public and construction access.

The placement of the precast concrete deck panels would start at the pylon and move outward. As one deck panel is placed on one side, the similar panel on the opposite side of the pylon would be placed to balance the pylon loading. This sequence would require nighttime lane closures in both directions of I-5. A significant temporary support structure would be required around the pylon in the median to stabilize the pylon and cantilevered deck panels during placement. The portion of roadway under the deck panel being placed would need to be closed until the connections are complete.

The cable-stayed bridge alternative has the most complex construction sequencing of the three bridge alternatives. This alternative is likely to have the most lane closures but does not require any full closures of I-5.

4.2 Tied-Arch

The tied-arch bridge construction has two major elements to consider related to this factor: construction of the arches and placement of the deck panels.

The arch ribs for each span would be constructed on the shoulder or median of I-5. The arches would be lifted and placed on the foundations, likely requiring two cranes. Temporary supports for stability in this stage would be required. Deck panels would be placed after the tied-arches are placed.

The lifting and placement of the tied-arches would require a full closure of I-5 in each direction, anticipated to be one night for each span. This closure would likely be from a few hours to up to a full night. It is likely that nighttime lane closures would be required on I-5 for deck panel placement and construction access.

The tied-arch would have similar deck panels to the cable-stayed alternative, but the deck panels could be placed sequentially in each arch span. This makes construction less complex than the cable-stayed bridge.

The tied-arch alternative is considered less complex construction than the cable-stayed bridge alternative, but the full closure of I-5 is considered a more severe traffic impact than the additional lane closures required for the cable-stayed alternative.

4.3 Modern Artistic

The modern artistic bridge construction has two major elements to consider related to this factor: placement of the steel girders and placement of the deck panels.

The modern artistic bridge is a conventional steel girder bridge that is constructed frequently on and over state highways. The steel girders would be lifted and set in place using a limited-duration closure of up to a few hours. To minimize construction impacts, the design would connect the girders together on the shoulder of the freeway and set them as a group.

The deck would use thin, precast concrete members to serve as deck forms and facilitate quick construction over I-5 by eliminating the need to construct custom deck forms over the freeway, reducing traffic impacts. Lane closures over I-5 would be required while placing the deck panels, similar to the other two alternatives. The construction and placement of these panels is anticipated to be quicker than the other alternatives.

The modern artistic alternative uses the least complex construction techniques but would result in similar traffic impacts to the tied-arch alternative.

5.0 ODOT APPROVAL

The pedestrian bridge over I-5 will be owned and maintained by the City of Wilsonville; however, due to its placement over an ODOT facility, coordination with ODOT is required for the project to be approved and constructed. All work within ODOT ROW requires a road permit; additionally, plans and permit applications, including State Historic

Preservation Office (SHPO), environmental permits, and an ODOT ROW permit, will require ODOT review.

As discussed in Section 2.0, ODOT stipulates that 18'-0" of vertical clearance would be required over I-5. The design team prepared profiles of the three alternatives and presented the controlling profile to the MAC on May 14, 2020. The MAC gave a Record of Support for the project and the new vertical clearance constraint over I-5. The design team will return to the MAC as traffic control plans and construction techniques are developed for the preferred alternative.

Another coordination item the team vetted with ODOT was constructing a pier in the median. The pier will be in the clear zone, which will require concrete barriers.

ODOT will be involved as the project progresses, and they will have review opportunities at milestone submissions. It is anticipated that ODOT will be highly focused on the traffic impacts to I-5.

All three bridge alternatives have been developed to accomplish the City's goals while also meeting ODOT standards to be approved for a ROW permit.

The cable-stayed alternative may be the easiest to gain approval due to the traffic impacts being limited to lane closures only, while the other two alternatives require directional full closures on I-5.

While there is precedent for constructing tied-arches and steel girder bridges over highways in Oregon, these two alternatives will likely be more difficult to gain approval due to the required directional full closures of I-5.

Regardless of the alternative selected, the design will be focused on active communication with ODOT through the design process to gain their approval and reduce traffic impacts on I-5 to the greatest extent possible.

6.0 FUTURE ACCOMMODATIONS

Future developments were considered while developing the bridge alternatives. The first consideration was the feasibility for AVs on the bridge in collaboration with SMART. As previously discussed in Section 2.0, the bridge width for all alternatives was widened from 14 feet to 18 feet to separate modes of travel. This proposed width of 18 feet is sufficient to accommodate an AV.

Also as discussed previously, all three bridge profiles accommodate the future widening of I-5 on either side of the existing lanes in both directions of travel and provide a minimum of 18 feet of vertical clearance over the existing and future lanes.

The Town Center Plan also reconfigures West Town Center Loop near the east landing and gateway plaza. All three alternatives accommodate the future West Town Center Loop alignment.

7.0 COST SUMMARY

The cost estimates include items related to the main span of the bridge only and do not include all needed construction items, such as mobilization, traffic control, approach bridge spans and retaining walls, at-grade path, ROW acquisition, and Wilsonville Town Center plaza construction. The cost estimates are intended to be comparative in nature for the purpose of selecting a main span structure type.

The cost estimates' unit prices are based on previous pedestrian bridge projects completed by DOWL, historical unit cost data summarized by ODOT for bridge projects and increased for inflation and unique challenges for this site. The cost of the main spans over I-5 were estimated using assumed component sizes and weights based on previous bridge designs and preliminary analyses. The quantities used in the cost estimates are based on preliminary design assumptions. Unit costs and quantities will be refined following selection of a bridge concept.

All cost estimates include a contingency range for each bid item of +10% to +30% or +40% to account for uncertainty in this early stage of the project. The planning-level construction cost estimates for the three proposed bridge types are provided in Appendix 6.

The tied-arch bridge alternative is the most expensive of the three bridge types. The modern artistic alternative is the least expensive. Relative cost comparison is shown below in Table 1.

Cable-Stayed Bridge	Tied-Arch Bridge	Modern Artistic Bridge
+20% to +25%	+60% to +65%	0% to +10%

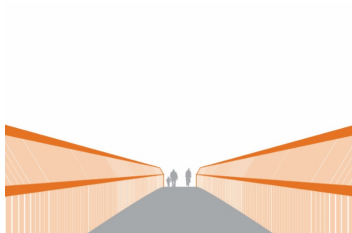
Table 1
Relative Cost Comparison

APPENDIX 1

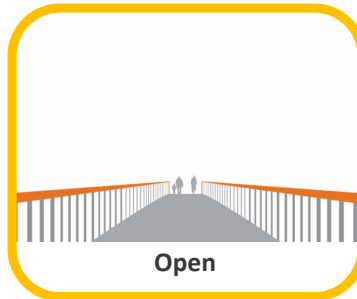
Stock Images

BRIDGE AND PLAZA ELEMENTS

Bridge Form



Solid Walled



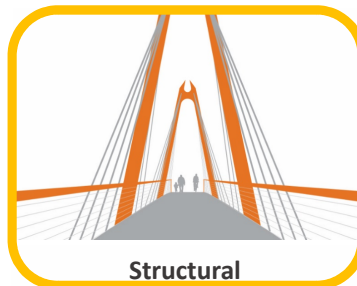
Open



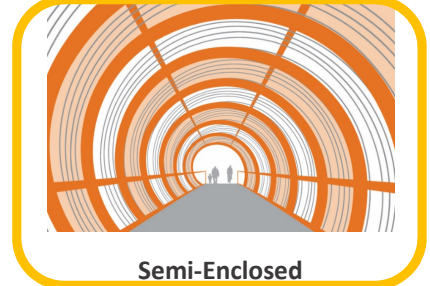
Architectural



Semi-Protected



Structural



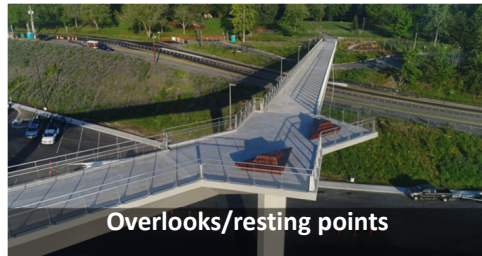
Semi-Enclosed



Other

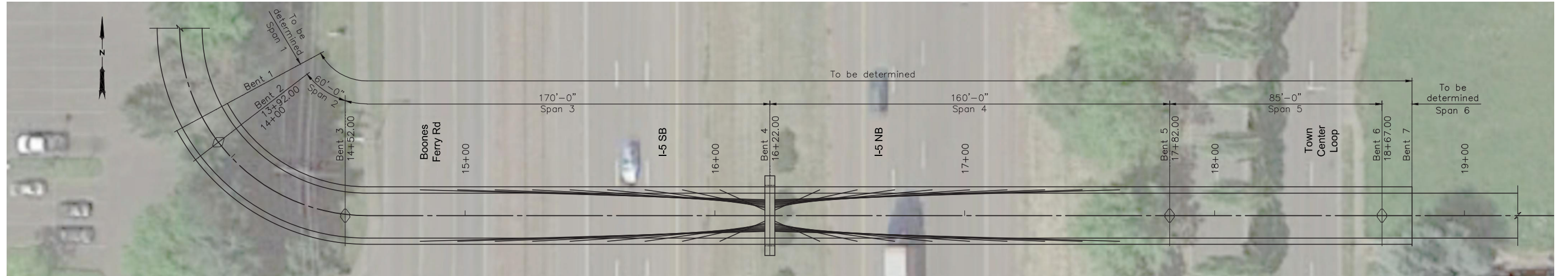
BRIDGE AND PLAZA ELEMENTS

Bridge Amenities

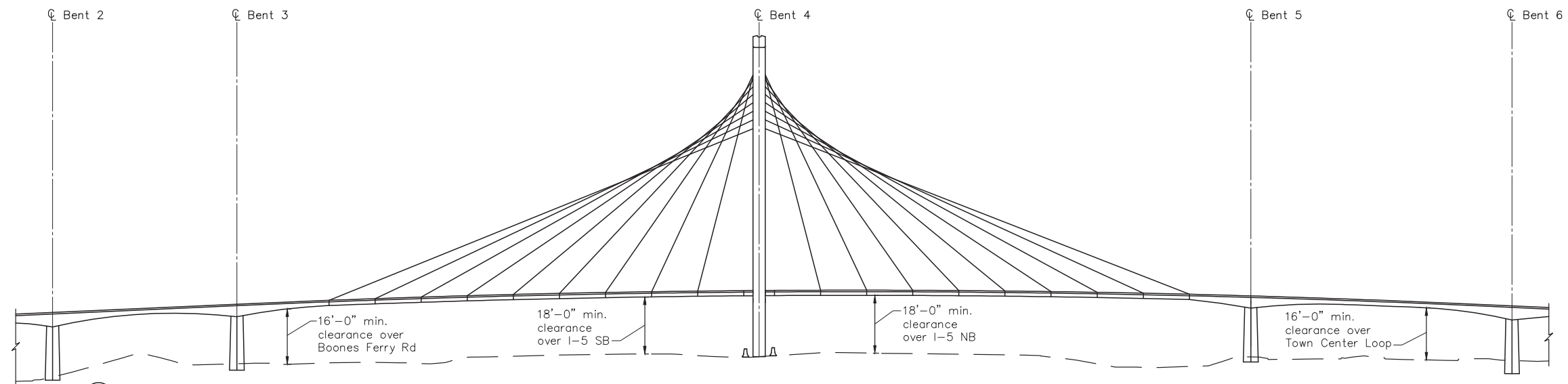


APPENDIX 2

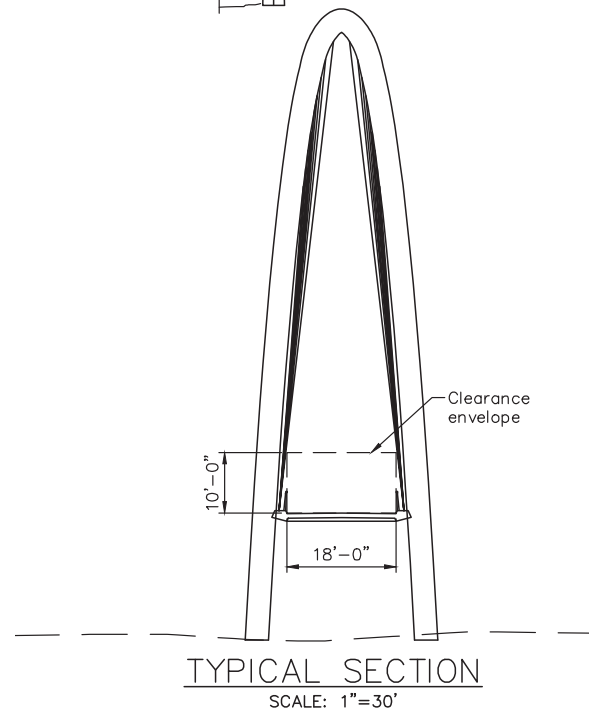
Cable-Stayed



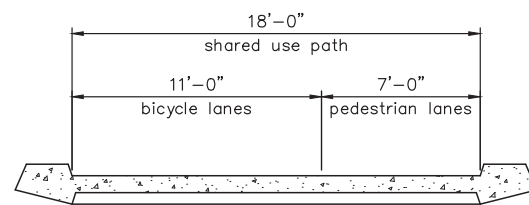
PLAN
SCALE: 1"=40'



ELEVATION
SCALE: 1"=40'



TYPICAL SECTION
SCALE: 1"=30'

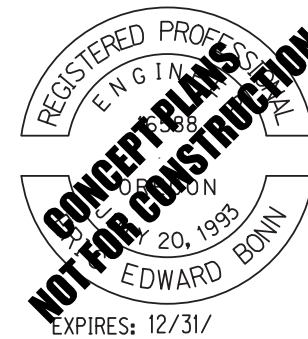


DECK SECTION
SCALE: 1/8"=1'-0"



SCALE WARNING
If scale bar doesn't measure one inch then drawing is not to scale

STRUCTURE NO.	---
BDS DWG NO.	---
CALC. BOOK	---
HWY:	
M.P.:	
COUNTY	Clackamas
DATE	July 2020



I-5 PEDESTRIAN BRIDGE: BARBER STREET TO WILSONVILLE TOWN CENTER
CLACKAMAS COUNTY

Designer: Eric Bonn, PE Reviewer: Jared Trowbridge, PE
Drafter: Yuka Garzenelli Checker: Kenton Alldritt, PE

CABLE-STAY ALTERNATIVE

SHEET NO. FIG. 1



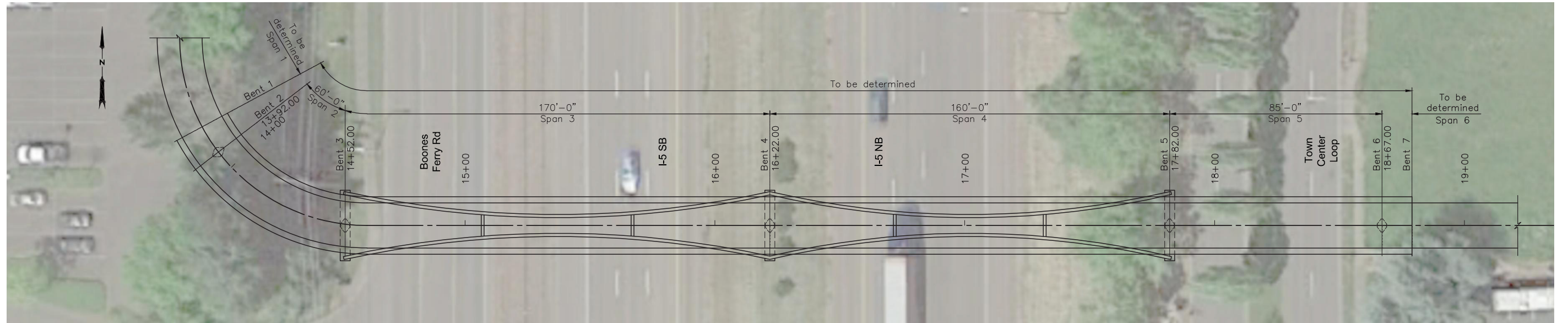




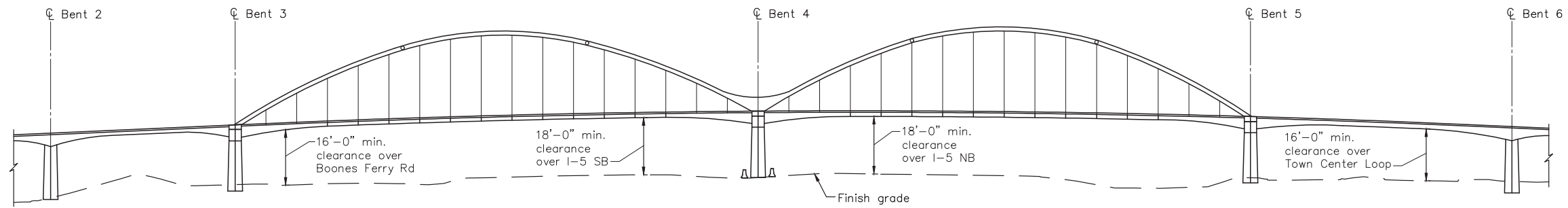


APPENDIX 3

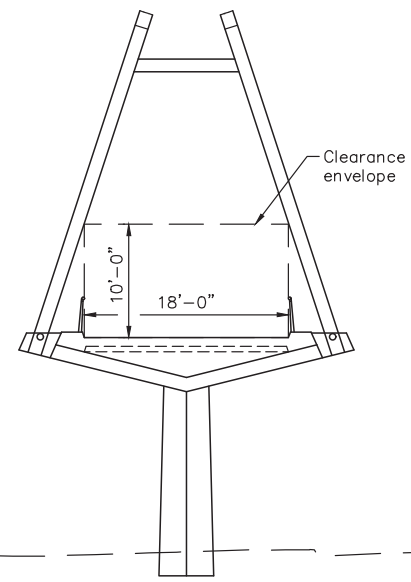
Tied Arch



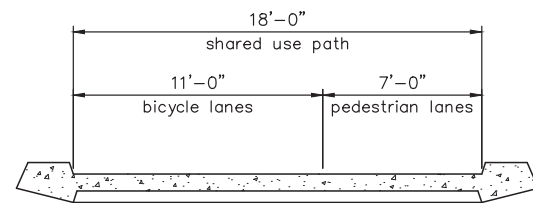
PLAN
SCALE: 1"=40'



ELEVATION
SCALE: 1"=40'



TYPICAL SECTION
SCALE: 1/16"=1'-0"

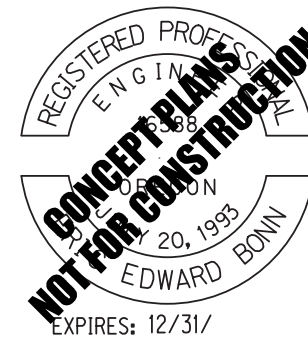


DECK SECTION
SCALE: 1/8"=1'-0"



SCALE WARNING
If scale bar doesn't measure one inch then drawing is not to scale

STRUCTURE NO.	---
BDS DWG NO.	---
CALC. BOOK	---
HWY:	
M.P.:	
COUNTY	Clackamas
DATE	July 2020



I-5 PEDESTRIAN BRIDGE: BARBER STREET TO WILSONVILLE TOWN CENTER
CLACKAMAS COUNTY

Designer: Eric Bonn, PE Reviewer: Jared Trowbridge, PE
Drafter: Yuka Garzenelli Checker: Kenton Alldritt, PE

ARCH ALTERNATIVE

SHEET NO.
FIG. 2



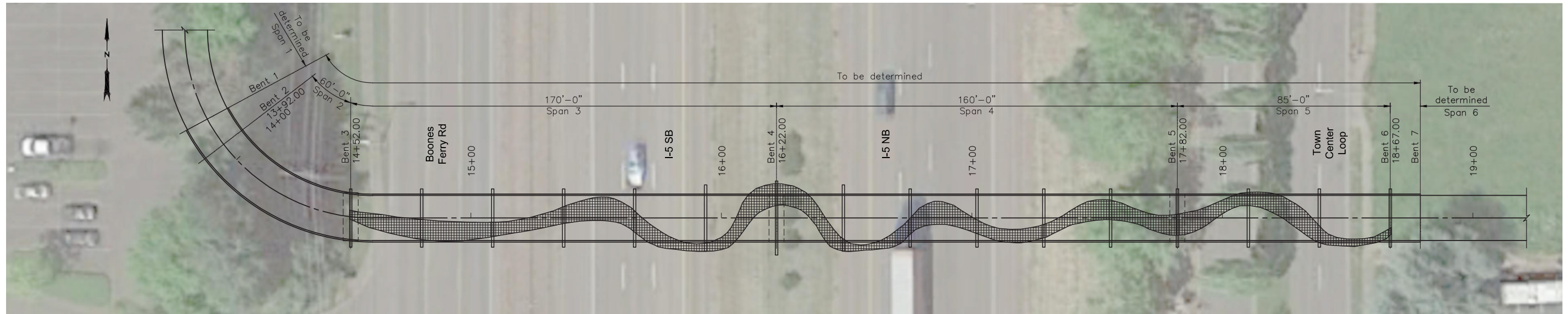




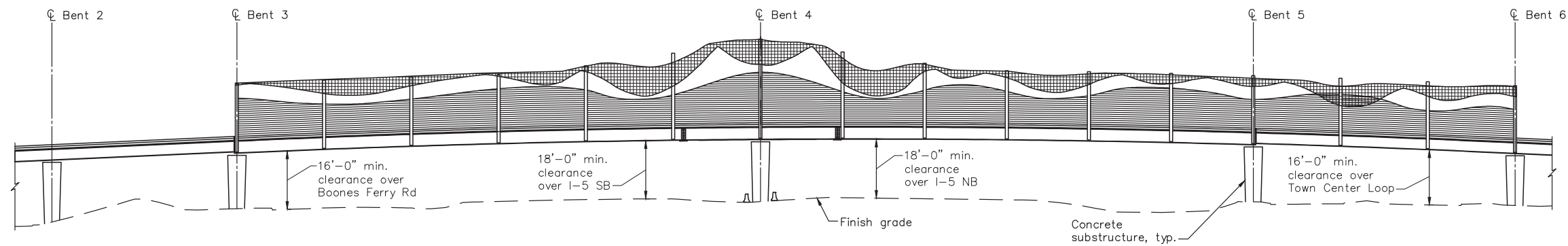


APPENDIX 4

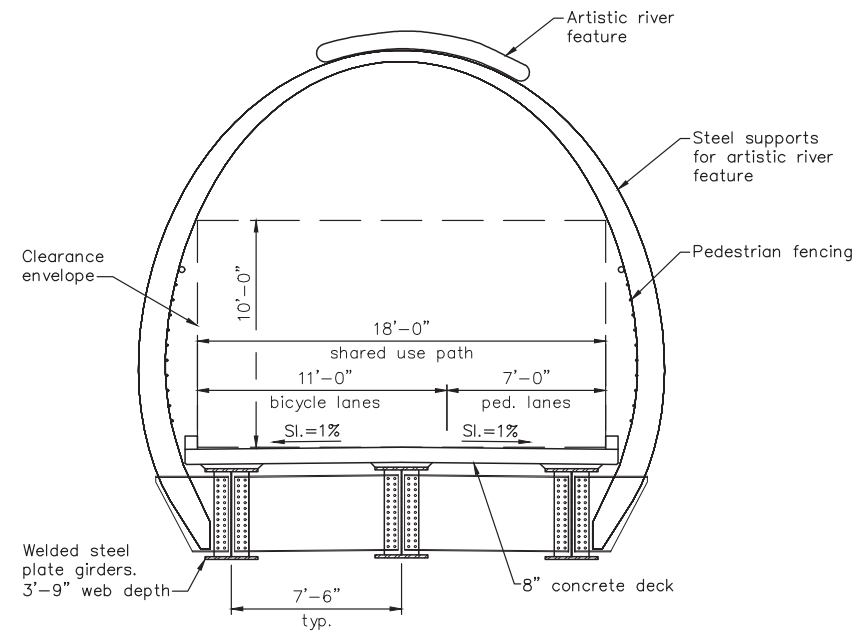
Modern Artistic



PLAN
SCALE: 1"=40'



ELEVATION
SCALE: 1"=40'



TYPICAL SECTION
SCALE: 1/8"=1'-0"



SCALE WARNING
If scale bar doesn't measure one inch then drawing is not to scale

STRUCTURE NO.	---
BDS DWG NO.	---
CALC. BOOK	---
HWY:	---
M.P.:	---
COUNTY	Clackamas
DATE	July 2020



I-5 PEDESTRIAN BRIDGE: BARBER STREET TO WILSONVILLE TOWN CENTER
CLACKAMAS COUNTY

Designer: Kenton Alldritt, PE Reviewer: Jared Trowbridge, PE
Drafter: Yuka Garzenelli Checker: Eric Bonn, PE

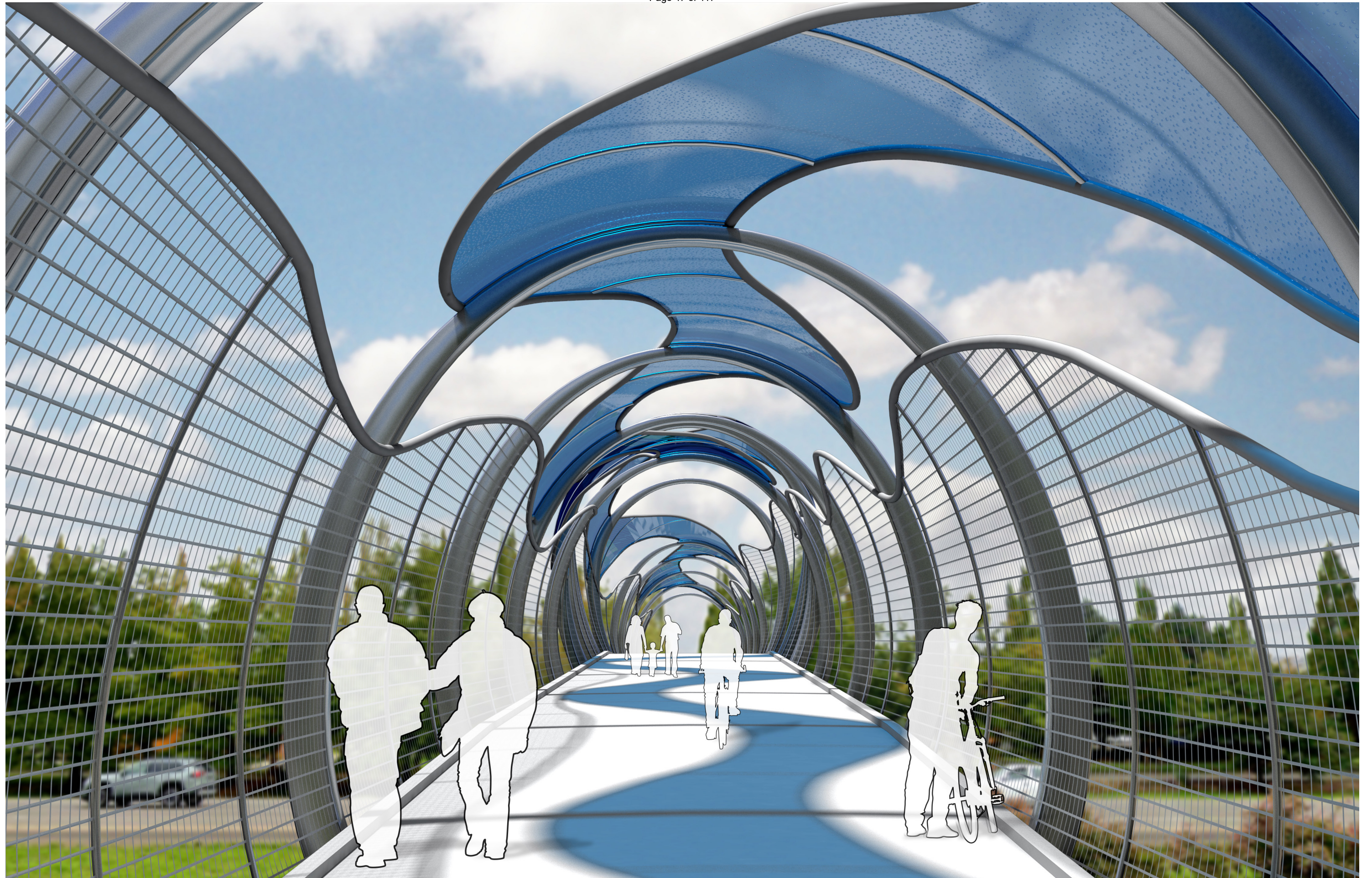
MODERN ARTISTIC ALTERNATIVE

SHEET NO.
FIG. 3









APPENDIX 5

Evoking Wilsonville

EVOKING WILSONVILLE

Wilsonville is a community defined by connections. The Boones Ferry was the original way travelers crossed the Willamette River into the City. When I-5 became the new connection across the river it unintentionally bisected the City. This new I-5 Pedestrian Bridge will create a safe, vital connection for the community across I-5.

This bridge will become a new connection affirming and enhancing Wilsonville to its community and travelers throughout the Willamette Valley.

Other opportunities exist to speak to the heritage, history and future of Wilsonville such as custom designed bridge rail and screening, patterning and shaping the columns, and pylons at the bridge supports to symbolize the Boones Ferry, tying the past of Wilsonville to the future.



Cable-Stayed Bridge

In response to the public feedback in late 2019, this bridge presents a structurally impressive, modern design with distinctive elements. For example, the stay cable arrangement is unique to Wilsonville and all of Oregon. The cables could be reminiscent of the old cable system used by the Boones Ferry. The structural nature will draw bicyclists and pedestrians to the bridge, and spur Town Center redevelopment.



Tied Arch Bridge

In response to the public feedback in late 2019, this bridge has a form that is clean, and elegant yet still structurally impressive. While Oregon has similar single span tied arch bridges, the two-span configuration, and detailing of the arches and columns would include unique shapes and colors to reflect Wilsonville. The structural nature will draw bicyclists and pedestrians to the bridge, and spur Town Center redevelopment.



Modern Artistic Bridge

In response to the public feedback in late 2019, this bridge is explicitly artistic using a traditional steel girder bridge type as the canvas. The artistic ribbon pays homage to the history of Wilsonville: the Willamette River as a connection or the wind blowing through the Willamette Valley. Unlike the other two bridge types, it will not be the structural feel that draws users to this bridge, but the artistic features. With a simpler structure, more opportunities exist to enhance the bridge rail, columns and other elements.

APPENDIX 6

Cost Estimates



Cable-Stayed Alternative



I5 Wilsonville Pedestrian Bridge
Bridge
Clackamas County

Engineer's Cost Estimate (Concept)
Date 7/31/2020
Cable-Stay Alternative*

Spec. No.	Item No.	Item	Bid Unit	Est. Unit	Quantity	Unit Price	Contingency		Total Price	
							(low)	(high)	(low)	(high)
CABLE-STAY BRIDGE										
00512	10	Furnish Drilling Equipment	Lump Sum	Lump Sum	1	\$ 75,000.00	10%	30%	\$ 82,500.00	\$ 97,500.00
00512	20	Drilled Shaft Concrete	Lump Sum	Cu Yd	330	\$ 600.00	10%	30%	\$ 217,800.00	\$ 257,400.00
00512	30	Drilled Shaft Reinforcement	Lump Sum	Lbs	100,000	\$ 1.50	10%	30%	\$ 165,000.00	\$ 195,000.00
00512	40	CSL Test Access Tubes		Foot	1,600	\$ 15.00	10%	30%	\$ 26,400.00	\$ 31,200.00
00512	50	CSL Tests		Each	4	\$ 1,200.00	10%	30%	\$ 5,280.00	\$ 6,240.00
00512	60	Drilled Shaft Excavation, 72 inch Diameter		Foot	100	\$ 800.00	10%	30%	\$ 88,000.00	\$ 104,000.00
00512	70	Drilled Shaft Excavation, 96 inch Diameter		Foot	120	\$ 1,200.00	10%	30%	\$ 158,400.00	\$ 187,200.00
00530	80	Reinforcement, Grade 60	Lump Sum	Lbs	181,000	\$ 1.60	10%	30%	\$ 318,560.00	\$ 376,480.00
00540	90	Deck Concrete, Class HPC4500	Lump Sum	Cu Yd	101	\$ 1,000.00	10%	30%	\$ 111,100.00	\$ 131,300.00
00540	100	General Structural Concrete, Class 4000	Lump Sum	Cu Yd	25	\$ 1,000.00	10%	30%	\$ 27,500.00	\$ 32,500.00
00540	110	General Structural Concrete, Class 5000	Lump Sum	Cu Yd	285	\$ 1,500.00	10%	30%	\$ 470,250.00	\$ 555,750.00
00541	120	Temporary Pylon Support	Lump Sum	Lump Sum	1	\$ 200,000.00	10%	40%	\$ 220,000.00	\$ 280,000.00
00550	130	Precast Concrete Deck Panels		Sq Ft	6,210	\$ 85.00	10%	40%	\$ 580,635.00	\$ 738,990.00
00555	140	Deck Post-Tensioning	Lump Sum	Lbs	17,000	\$ 2.50	10%	40%	\$ 46,750.00	\$ 59,500.00
00560	150	Suspender Cables	Lump Sum	Lbs	37,000	\$ 13.50	10%	40%	\$ 549,450.00	\$ 699,300.00
00581	160	Bridge Drains		Each	4	\$ 10,000.00	10%	30%	\$ 44,000.00	\$ 52,000.00
00583	170	1.5 Inch Electrical Conduit		Foot	1,500	\$ 10.00	10%	30%	\$ 16,500.00	\$ 19,500.00
00585	180	Type "C" Preformed Compression Joint Seals	Lump Sum	Foot	40	\$ 200.00	10%	30%	\$ 8,800.00	\$ 10,400.00
00587	190	Ornamental Protective Fencing and Handrail	Lump Sum	Foot	660	\$ 400.00	10%	40%	\$ 290,400.00	\$ 369,600.00
00970	200	Pylon & Bridge Lighting	Lump Sum	Lump Sum	1	\$ 100,000.00	10%	40%	\$ 110,000.00	\$ 140,000.00

Total of Biddable Items, PE, and CE (2020 Dollars) **\$ 3,537,300.00** **\$ 4,343,860.00**

* Note: Cost estimate is for bridge type comparison purposes. Estimate includes costs for the main bridge span and does not include costs for all needed construction items for the I-5 Pedestrian Bridge and Gateway Plaza project. Items not included in estimate include: mobilization, traffic control, approach bridge spans, retaining walls, at-grade path, right-of-way acquisition and east Gateway Plaza construction. A full construction cost estimate will be provided with the 30% Design Submittal.





Tied Arch Alternative



I5 Wilsonville Pedestrian Bridge
Bridge
Clackamas County

Engineer's Cost Estimate (Concept)
Date 7/31/2020
Tied Arch Alternative*

Spec. No.	Item No.	Item	Bid Unit	Est. Unit	Quantity	Unit Price	Contingency		Total Price	
							(low)	(high)	(low)	(high)
TIED ARCH BRIDGE										
00512	10	Furnish Drilling Equipment	Lump Sum	Lump Sum	1	\$ 75,000.00	10%	30%	\$ 82,500.00	\$ 97,500.00
00512	20	Drilled Shaft Concrete	Lump Sum	Cu Yd	220	\$ 600.00	10%	30%	\$ 145,200.00	\$ 171,600.00
00512	30	Drilled Shaft Reinforcement, Grade 60	Lump Sum	Lbs	65,000	\$ 1.50	10%	30%	\$ 107,250.00	\$ 126,750.00
00512	40	CSL Test Access Tubes	Foot	Foot	1,080	\$ 15.00	10%	30%	\$ 17,820.00	\$ 21,060.00
00512	50	CSL Tests	Each	Each	3	\$ 1,100.00	10%	30%	\$ 3,630.00	\$ 4,290.00
00512	60	Drilled Shaft Excavation, 72 inch Diameter	Foot	Foot	100	\$ 800.00	10%	30%	\$ 88,000.00	\$ 104,000.00
00512	70	Drilled Shaft Excavation, 96 inch Diameter	Foot	Foot	60	\$ 1,200.00	10%	30%	\$ 79,200.00	\$ 93,600.00
00530	70	Reinforcement, Grade 60	Lump Sum	Lbs	120,000	\$ 1.60	10%	30%	\$ 211,200.00	\$ 249,600.00
00540	80	Deck Concrete, Class HPC4500	Lump Sum	Cu Yd	102	\$ 1,000.00	10%	30%	\$ 112,200.00	\$ 132,600.00
00540	90	General Structural Concrete, Class 4000	Lump Sum	Cu Yd	32	\$ 1,000.00	10%	30%	\$ 35,200.00	\$ 41,600.00
00540	100	General Structural Concrete, Class 5000	Lump Sum	Cu Yd	160	\$ 1,500.00	10%	30%	\$ 264,000.00	\$ 312,000.00
00541	110	Temporary Arch Support	Lump Sum	Lump Sum	1	\$ 50,000.00	10%	30%	\$ 55,000.00	\$ 65,000.00
00550	120	Precast Concrete Deck Panels	Lump Sum	Sq Ft	5,800	\$ 85.00	10%	30%	\$ 542,300.00	\$ 640,900.00
00555	130	Arch Post-tensioning	Lump Sum	Lbs	3,500	\$ 9.00	10%	30%	\$ 34,650.00	\$ 40,950.00
00555	140	Deck Post-tensioning	Lump Sum	Lbs	11,000	\$ 9.00	10%	30%	\$ 108,900.00	\$ 128,700.00
00560	150	Structural Steel Arches	Lump Sum	Lbs	152,000	\$ 10.00	10%	30%	\$ 1,672,000.00	\$ 1,976,000.00
00560	160	Suspender Cables	Lump Sum	Lbs	25,000	\$ 13.50	10%	30%	\$ 371,250.00	\$ 438,750.00
00560	170	Steel Floorbeams	Lump Sum	Lbs	110,000	\$ 5.00	10%	30%	\$ 605,000.00	\$ 715,000.00
00581	170	Bridge Drains	Each	Each	4	\$ 10,000.00	10%	30%	\$ 44,000.00	\$ 52,000.00
00583	180	1.5 Inch Electrical Conduit	Foot	Foot	1,500	\$ 10.00	10%	30%	\$ 16,500.00	\$ 19,500.00
00585	190	Type "C" Preformed Compression Joint Seals	Lump Sum	Foot	40	\$ 200.00	10%	30%	\$ 8,800.00	\$ 10,400.00
00587	200	Ornamental Protective Fencing and Handrail	Lump Sum	Foot	660	\$ 400.00	10%	30%	\$ 290,400.00	\$ 343,200.00
00970	210	Bridge Lighting	Lump Sum	Lump Sum	1	\$ 100,000.00	10%	40%	\$ 110,000.00	\$ 140,000.00

Total of Biddable Items, PE, and CE (2020 Dollars) **\$ 5,005,000.00 \$ 5,925,000.00**

* Note: Cost estimate is for bridge type comparison purposes. Estimate includes costs for the main bridge span and does not include costs for all needed construction items for the I-5 Pedestrian Bridge and Gateway Plaza project. Items not included in estimate include: mobilization, traffic control, approach bridge spans, retaining walls, at-grade path, right-of-way acquisition and east Gateway Plaza construction. A full construction cost estimate will be provided with the 30% Design Submittal.





Modern Artistic Alternative



I5 Wilsonville Pedestrian Bridge
Bridge
Clackamas County

Engineer's Cost Estimate (Concept)
Date 7/31/2020
Modern Artistic Alternative*

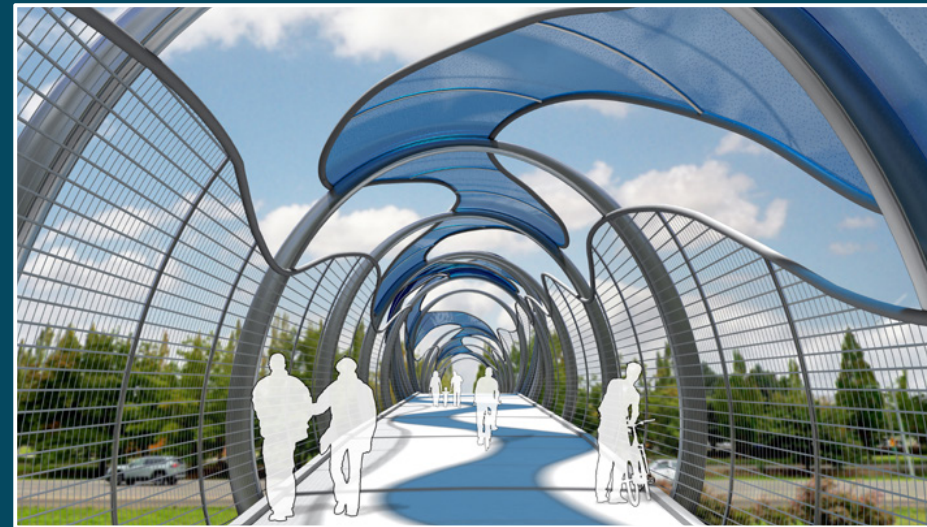
Spec. No.	Item No.	Item	Bid Unit	Est. Unit	Quantity	Unit Price	Contingency		Total Price	
							(low)	(high)	(low)	(high)
MODERN ARTISTIC BRIDGE										
00512	10	Furnish Drilling Equipment	Lump Sum	Lump Sum	1	\$ 75,000.00	10%	30%	\$ 82,500.00	\$ 97,500.00
00512	20	Drilled Shaft Concrete	Lump Sum	Cu Yd	200	\$ 600.00	10%	30%	\$ 132,000.00	\$ 156,000.00
00512	30	Drilled Shaft Reinforcement, Grade 60	Lump Sum	Lbs	50,000	\$ 1.50	10%	30%	\$ 82,500.00	\$ 97,500.00
00512	40	CSL Test Access Tubes		Foot	1,080	\$ 15.00	10%	30%	\$ 17,820.00	\$ 21,060.00
00512	50	CSL Tests		Each	3	\$ 1,200.00	10%	30%	\$ 3,960.00	\$ 4,680.00
00512	60	Drilled Shaft Excavation, 72 inch Diameter		Foot	180	\$ 800.00	10%	30%	\$ 158,400.00	\$ 187,200.00
00530	70	Reinforcement, Grade 60	Lump Sum	Lbs	81,000	\$ 1.60	10%	30%	\$ 142,560.00	\$ 168,480.00
00540	80	Deck Concrete, Class HPC4500	Lump Sum	Cu Yd	105	\$ 1,000.00	10%	30%	\$ 115,500.00	\$ 136,500.00
00540	90	General Structural Concrete, Class 4000	Lump Sum	Cu Yd	65	\$ 1,200.00	10%	30%	\$ 85,800.00	\$ 101,400.00
00550	100	Precast Deck Panels	Lump Sum	Sq Ft	6,350	\$ 80.00	10%	30%	\$ 558,800.00	\$ 660,400.00
00560	110	Steel Plate Girder	Lump Sum	Lbs	475,000	\$ 1.75	10%	30%	\$ 914,375.00	\$ 1,080,625.00
00581	120	Bridge Drains		Each	4	\$ 10,000.00	10%	30%	\$ 44,000.00	\$ 52,000.00
00582	130	Bearing Devices		Each	9	\$ 6,000.00	10%	30%	\$ 59,400.00	\$ 70,200.00
00583	140	1.5 Inch Electrical Conduit		Foot	1,500	\$ 10.00	10%	30%	\$ 16,500.00	\$ 19,500.00
00585	150	Type "C" Preformed Compression Joint Seals	Lump Sum	Foot	40	\$ 200.00	10%	30%	\$ 8,800.00	\$ 10,400.00
00587	160	Ornamental Protective Fencing and Handrail	Lump Sum	Foot	660	\$ 400.00	10%	40%	\$ 290,400.00	\$ 369,600.00
	170	Artistic Feature with Bridge Lighting	Lump Sum	Lump Sum	1	\$ 250,000.00	10%	40%	\$ 275,000.00	\$ 350,000.00

Total of Biddable Items (2020 Dollars) **\$ 2,988,300.00 \$ 3,583,000.00**

* Note: Cost estimate is for bridge type comparison purposes. Estimate includes costs for the main bridge span and does not include costs for all needed construction items for the I-5 Pedestrian Bridge and Gateway Plaza project. Items not included in estimate include: mobilization, traffic control, approach bridge spans, retaining walls, at-grade path, right-of-way acquisition and east Gateway Plaza construction. A full construction cost estimate will be provided with the 30% Design Submittal.



WILSONVILLE TOWN CENTER I-5 PEDESTRIAN BRIDGE + PLAZA



Community Involvement Summary
August 2020



WILSONVILLE TOWN CENTER
I-5 PEDESTRIAN BRIDGE



DOCUMENT PURPOSE

The purpose of this document is to summarize the input received during community outreach efforts and identify preferred design alternatives for the pedestrian bridge and plaza. To date, the project has engaged a number of residents, businesses, and stakeholders with an interest in the project. Input from the following events are summarized in this document:

- The City hosted an online survey available from August 3, 2020 through August 24, 2020.
- The City hosted a series of Virtual Open House sessions offered at three different times on August 13, 2020. American Sign Language and Spanish translators were available. Live polling questions were utilized to capture open house participants' design preferences. This summary combines those responses with the online survey results.

This community input is an important component of the next design phase of this project. It helps the project team prioritize design elements and determine how these features should be incorporated into the final designs. As the project progresses, the project team will continue to update the community on the project's progress and ask for additional input as preferred bridge and gateway designs are developed.

COMMUNITY INVOLVEMENT SUMMARY



299

**Online Survey
Participants**



43

**Virtual Open House
Participants**

↑ 2.5X

**Increase in Survey
Participation**

**English,
Spanish + ASL**

**Virtual Open House
Languages**

SURVEY PARTICIPANTS

93% live in Wilsonville.

24% work in Wilsonville.

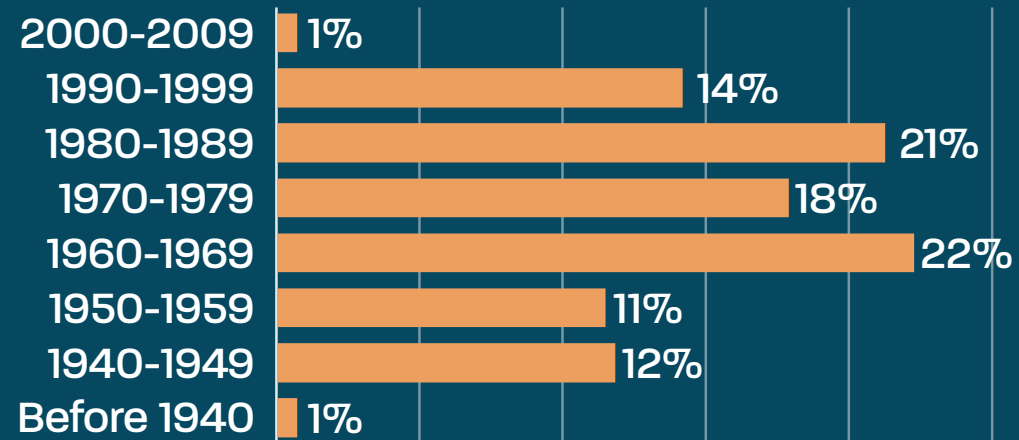
5% own a business in Wilsonville.

76% own their primary residence.

24% rent at their primary residence.

97% of survey participants' primary language at home is English. Participants also included **Spanish, Arabic, Russian, Tamizh/ Tamil, and German speakers.**

Decade survey participants were born:



OVERVIEW

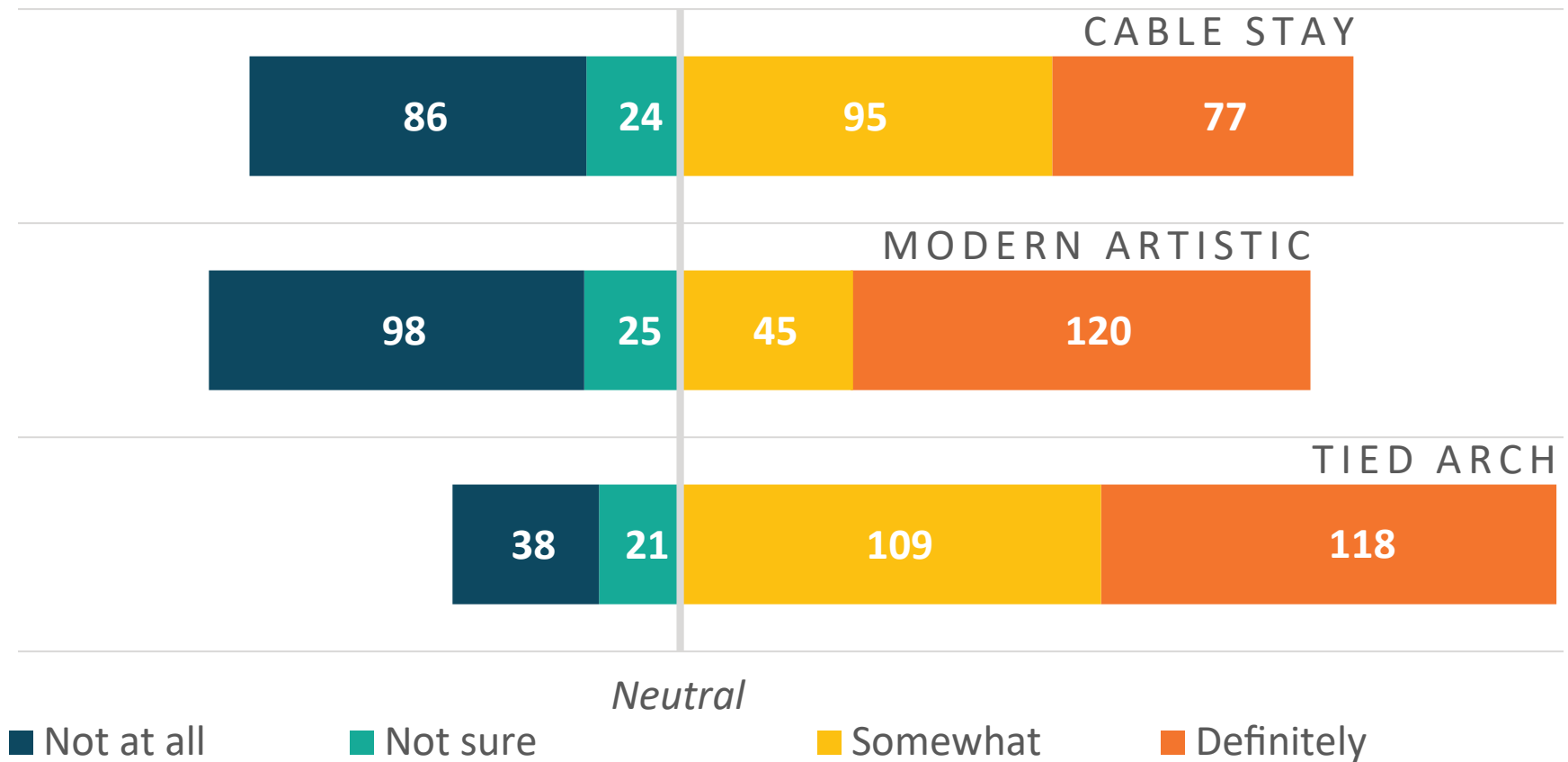


This symbol indicates questions where virtual open house polling results have been combined with online survey results

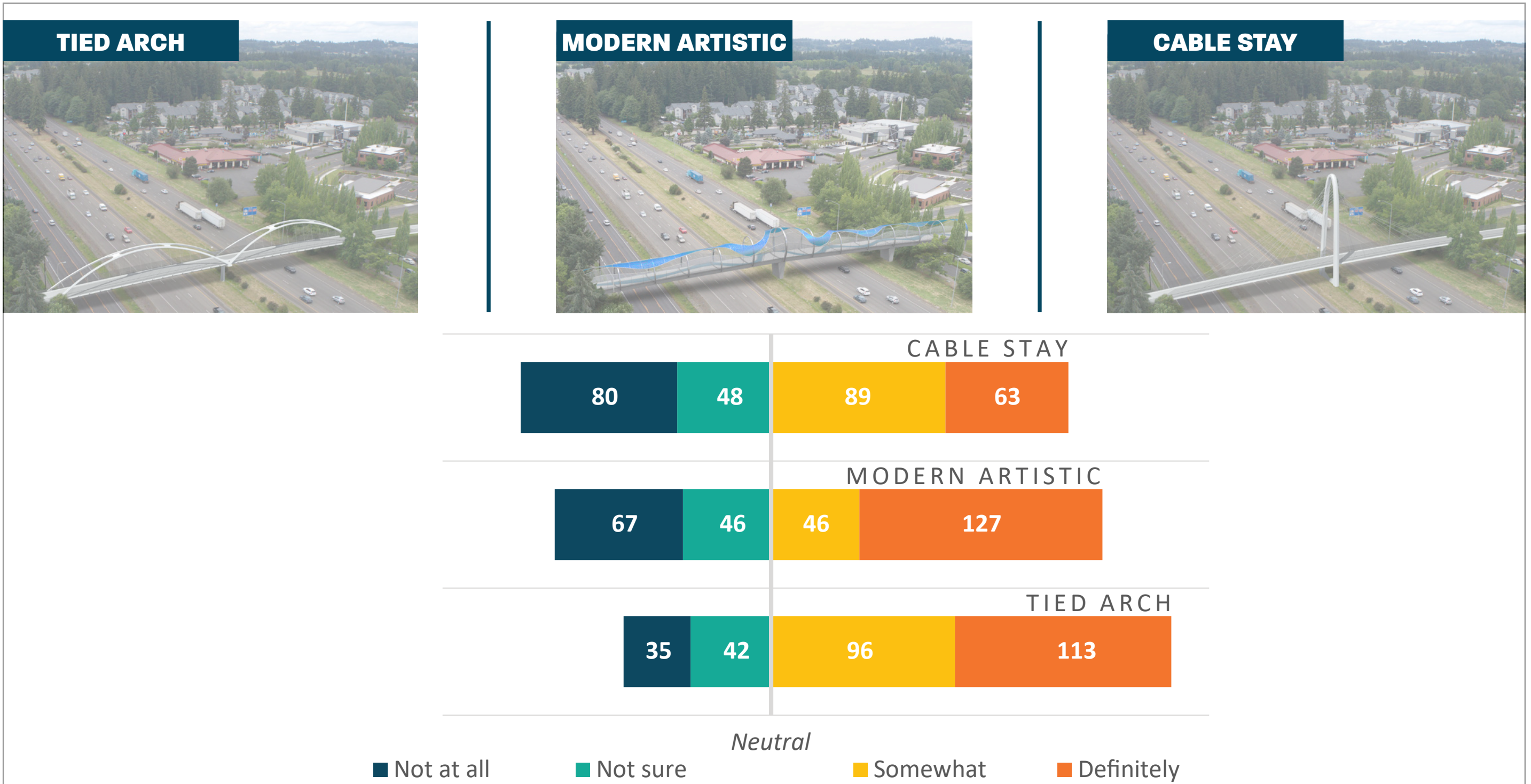
- Q1** Which of these bridges do you think would be an iconic or defining structure for Wilsonville?
- Q2** Based on identified themes of harmony with nature, family friendly, Willamette River/Boones Ferry, and inclusive and welcoming, could these bridge designs evoke Wilsonville?
- Q3** Rank the bridge designs in order of preference.
- Q4** Standard Bridge Customization Options. All bridge concepts have the potential to incorporate the following examples of customized features. Choose up to three:
- Q5** Based on identified themes of harmony with nature, family friendly, Willamette River/Boones Ferry, and inclusive and welcoming, could these plaza concepts evoke Wilsonville?
- Q6** Rank the plaza concepts in order of preference.
- Q8** Sustainable Features. Which of the following sustainable features are most important (choose up to three)?
- Q9** Shade/Rain Shelter. Which of the following shelter options are most important for the gateway plaza (choose one)?
- Q10** Trees and Plantings. Which of the following characteristics reflects the type of planting you would like to see in the gateway plaza area (select all that apply)?
- Q11** Gathering. What kind of gathering spaces are most important to include in the final design (choose up to two)?
- Q12** Art. What form of art would you like to see around the plaza area (choose up to three)?
- Q13** Open Ended Question: Are there specific elements that are missing from these bridge and plaza concepts?
- Q+A** Virtual Open House Wall Graphic

Bridge Design Alternatives

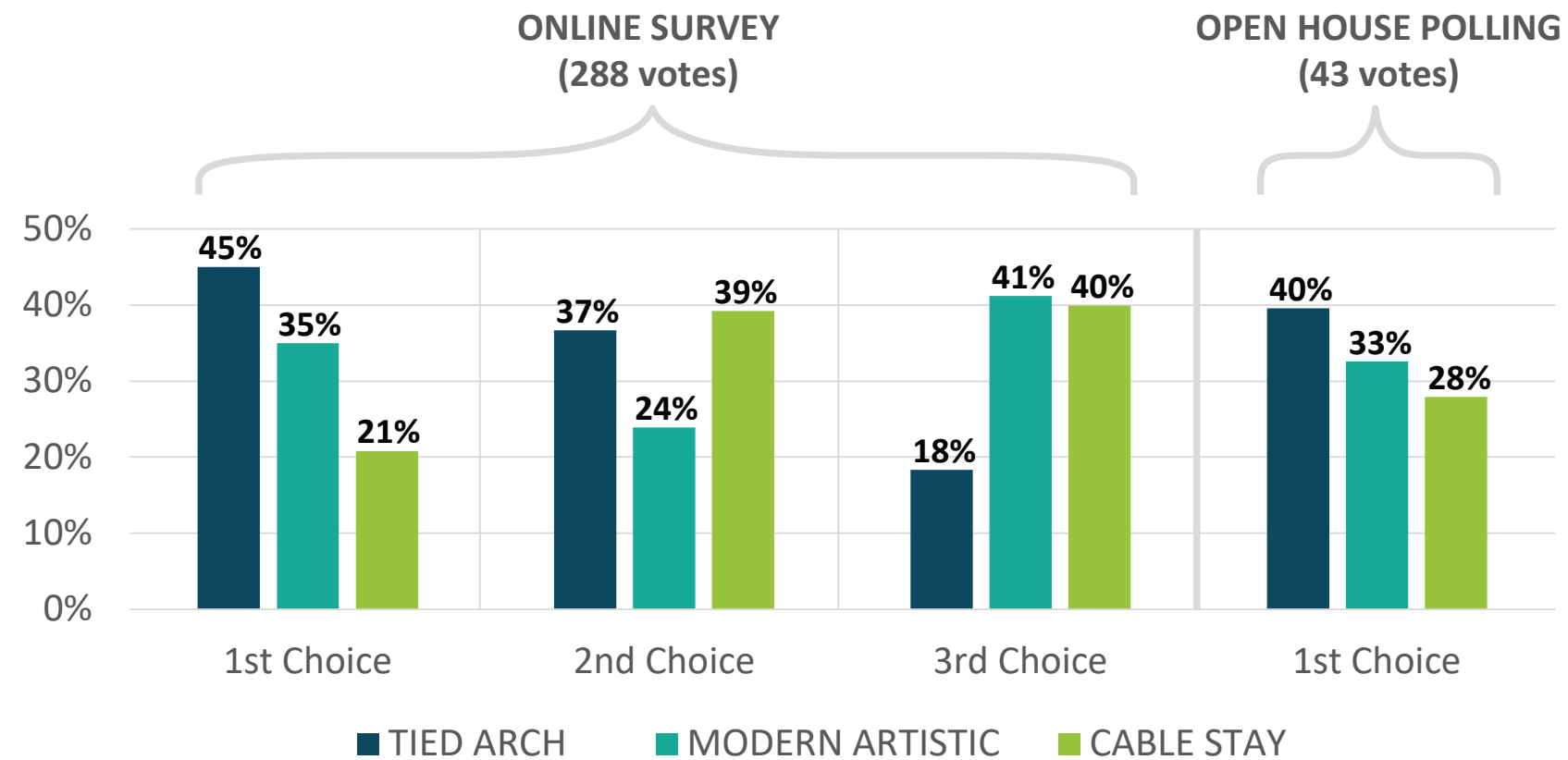
Q1 Which of these bridges do you think would be an **iconic or defining structure for Wilsonville?**



Q2 Based on identified themes of harmony with nature, family friendly, Willamette River/ Boones Ferry, and inclusive and welcoming, could these bridge designs evoke Wilsonville?



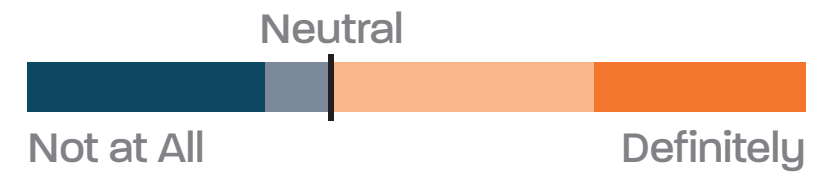
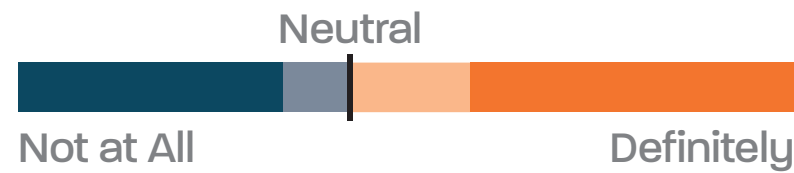
Q3 Rank the bridge designs in order of preference.



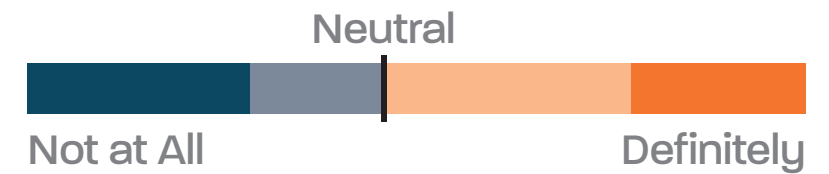
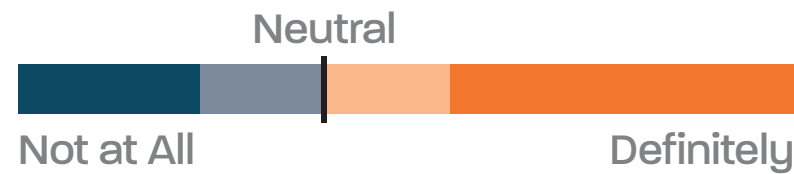
Bridge results comparison.



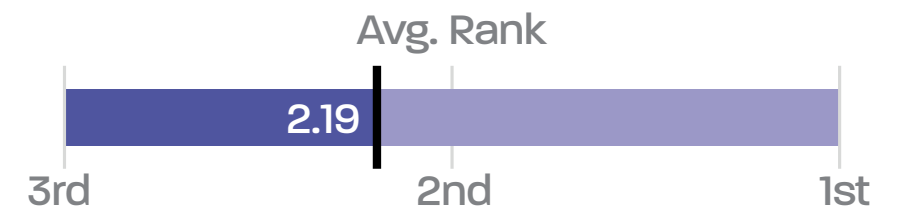
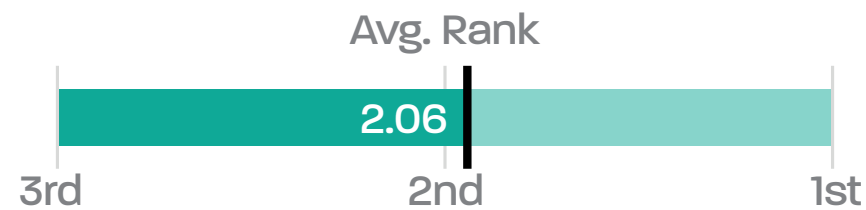
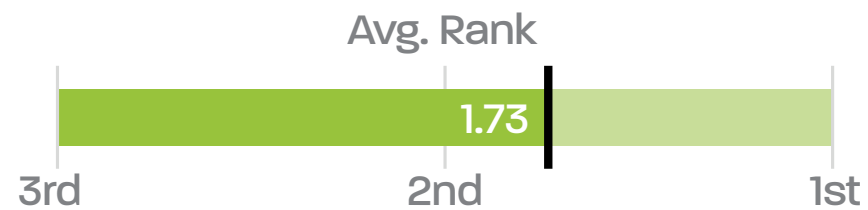
ICONIC/DEFINING STRUCTURE



THEMES - EVOKES WILSONVILLE

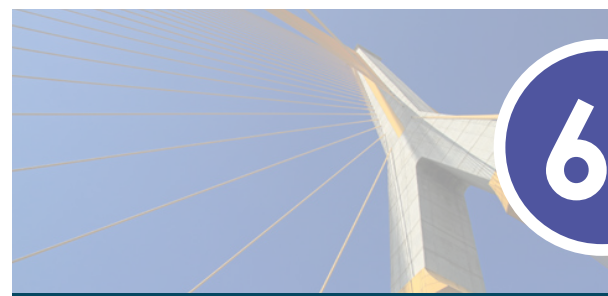


RANKED BY PREFERENCE



Q4 || Standard Bridge Customization Options. All bridge concepts have the potential to incorporate the following examples of customized features. Choose up to three:

Standard Bridge Customization Options



6TH

COLOR OF BRIDGE CABLES

VOTES 80



8TH

IMAGES ON SAFETY FENCING

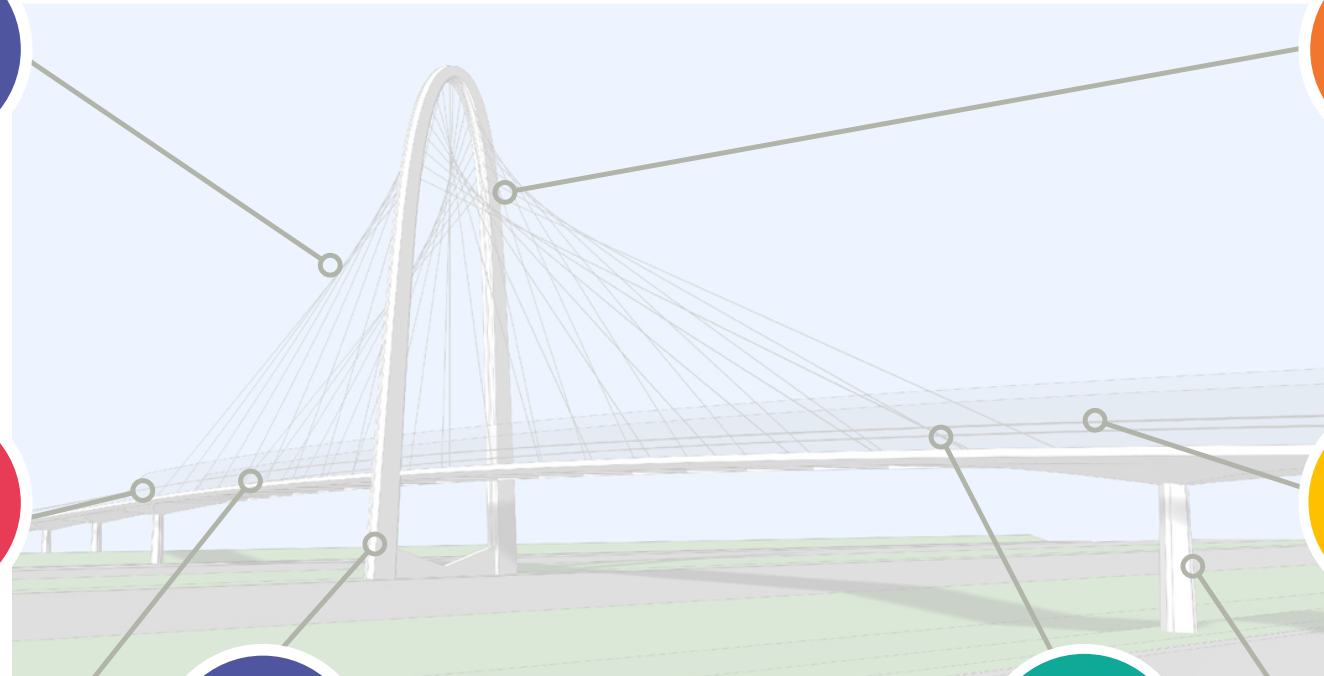
VOTES 47



5TH

CUSTOM SIGNAGE/LETTERING

VOTES 99



6TH



COLOR OF BRIDGE SUPPORT

VOTES 80



2ND

ADJUSTABLE LED LIGHTING
ALONG CABLES AND/OR RAILING

VOTES 195



1ST

ILLUMINATED BRIDGE STRUCTURE

VOTES 203



3RD

CUSTOM SAFETY FENCING

VOTES 142



4TH

SHAPE OF BRIDGE SUPPORTS

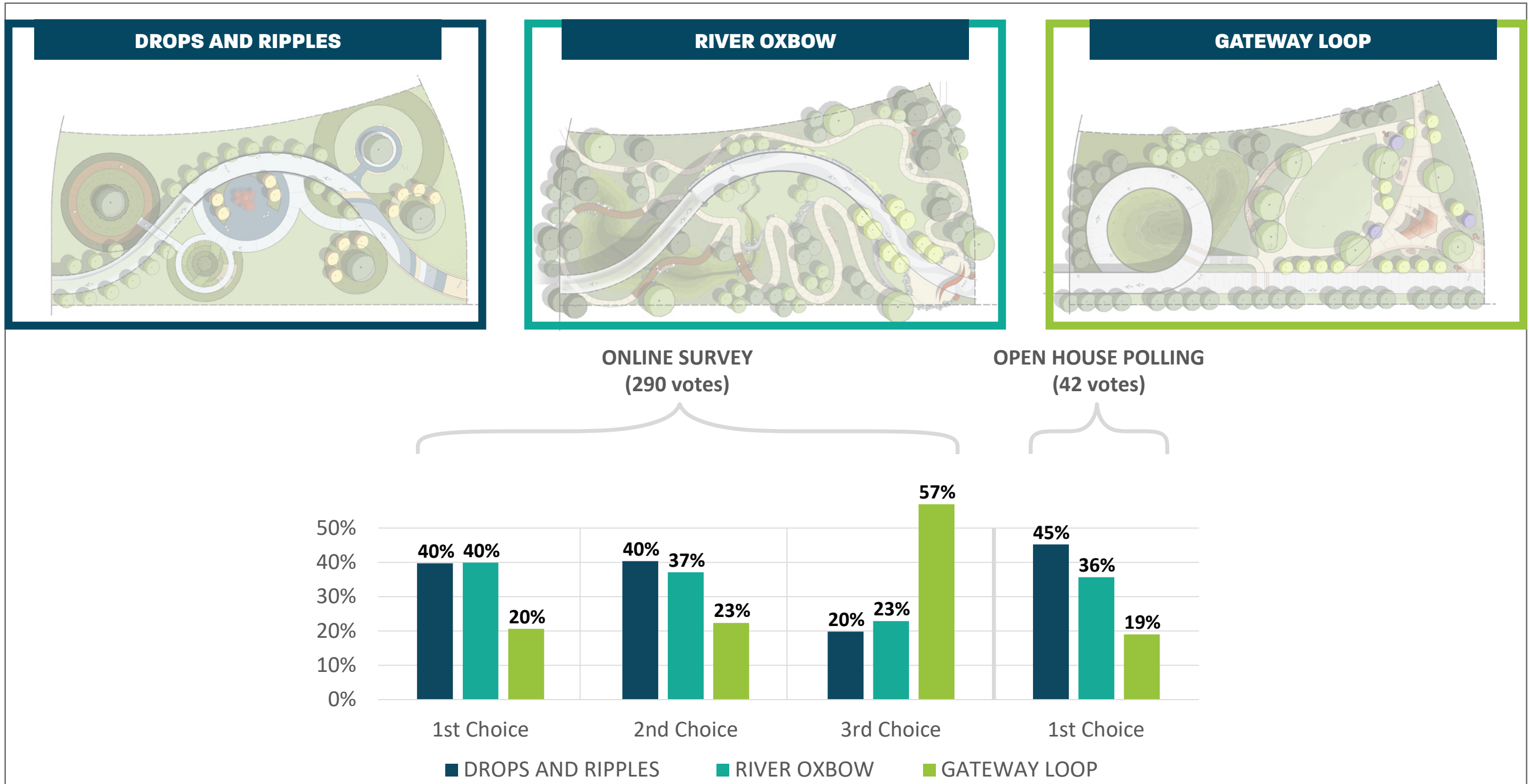
VOTES 106

Ramp + Plaza Design Alternatives

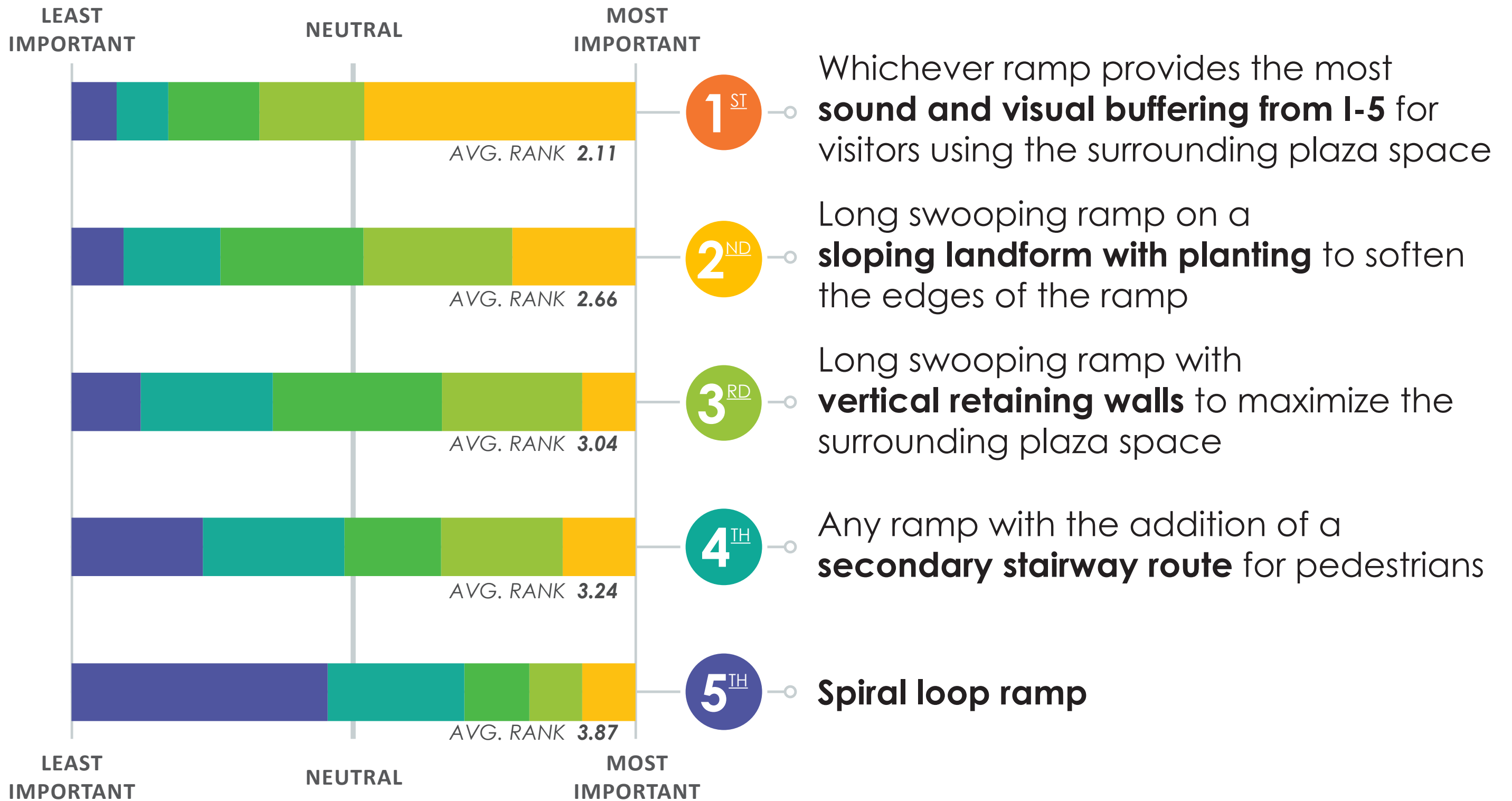
Q5 Based on identified themes of harmony with nature, family friendly, Willamette River/ Boones Ferry, and inclusive and welcoming, could these plaza concepts evoke Wilsonville?



Q6 Rank the plaza concepts in order of preference.



Q7 What type of bridge approach would you prefer? Rank the following (from most to least important; 1 = most important, 5 = least important).



Q8 || Sustainable Features. Which of the following sustainable features are most important (choose up to three)?

Plaza Components

SUSTAINABLE FEATURES



Q9 || **Shade/Rain Shelter.** Which of the following shelter options are most important for the gateway plaza (choose one)?

Plaza Components

SHADE/RAIN SHELTER

Standard Picnic Shelter



4TH
VOTES 21

Modern, Artistic Shelter



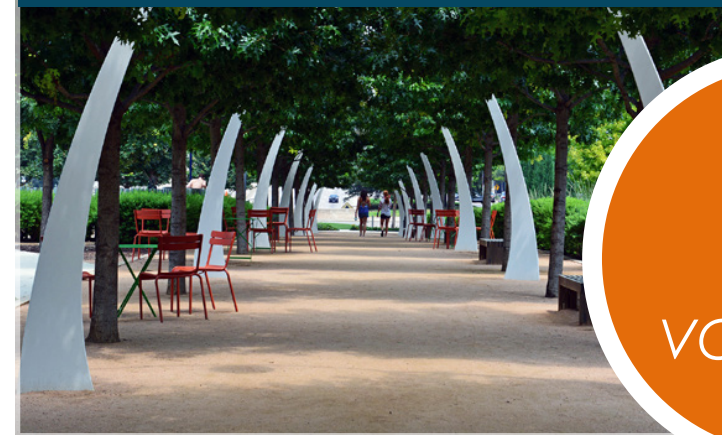
2ND
VOTES 80

Open Shade Structure



3RD
VOTES 63

Tree Canopy



1ST
VOTES 165

Q10 **Trees and Plantings.** Which of the following characteristics reflects the type of planting you would like to see in the gateway plaza area (select all that apply)?

Plaza Components

TREES AND PLANTINGS



Q11 **Gathering.** What kind of gathering spaces are most important to include in the final design (choose up to two)?

Plaza Components

GATHERING

4TH
VOTES 44



3RD
VOTES 137

1ST
VOTES 240



2ND
VOTES 165

Q12 **Art.** What form of art would you like to see around the plaza area (choose up to three)?

Plaza Components

ART

Arching Gateway

4TH
VOTES 131



Multiple, Small Installations

2ND
VOTES 153



Unique Paving

6TH
VOTES 111



Murals or Mosaics

3RD
VOTES 140



Interactive and Functional

1ST
VOTES 157



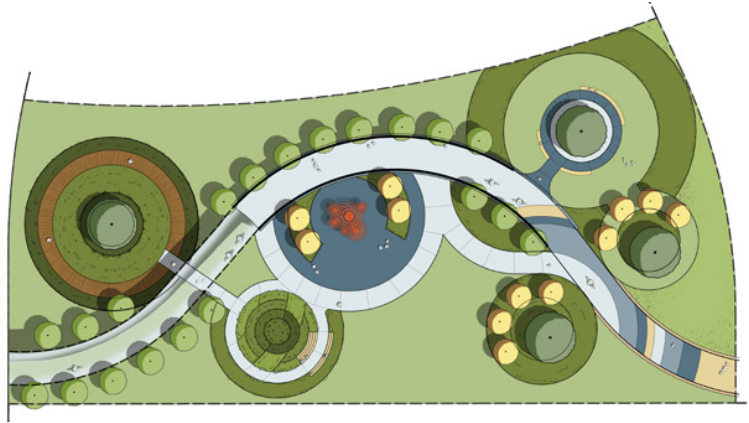
Interactive but Aesthetic

5TH
VOTES 118

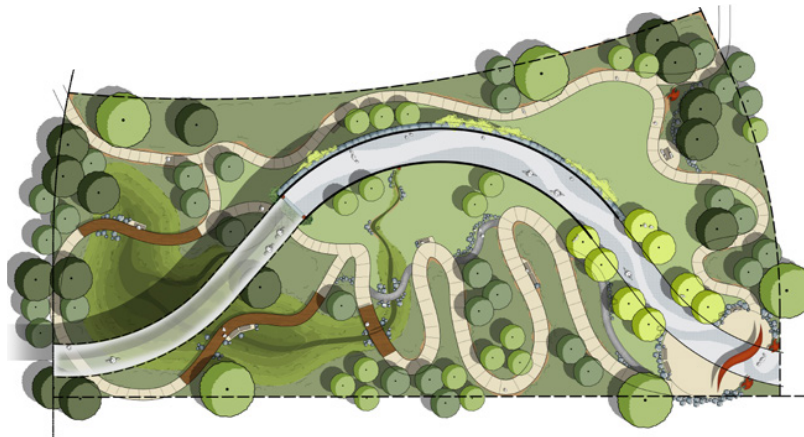


Results comparison.

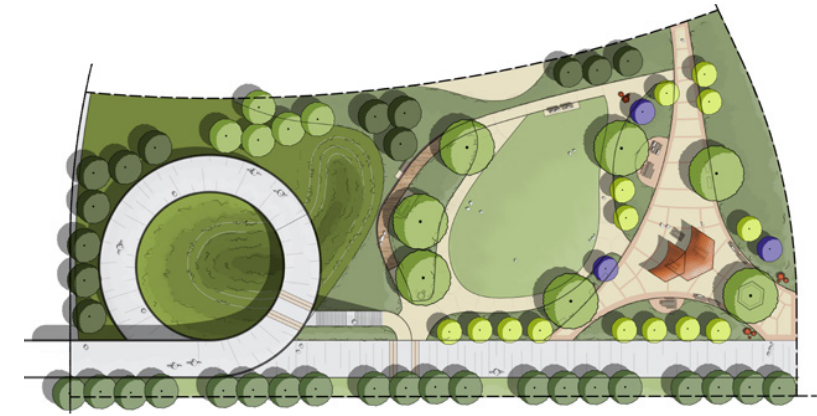
DROPS AND RIPPLES



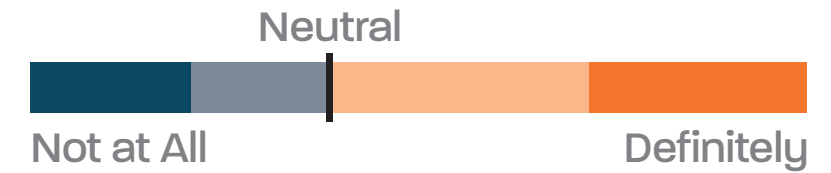
RIVER OXBOW



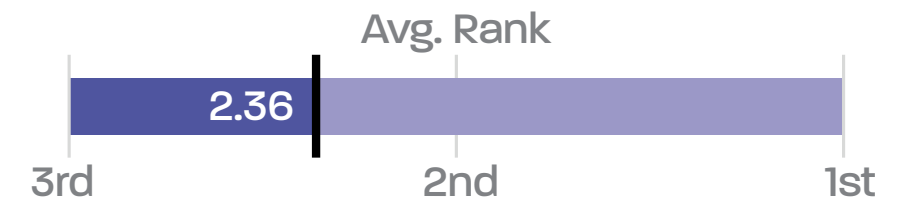
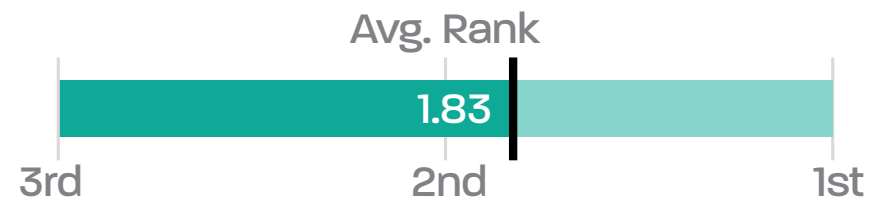
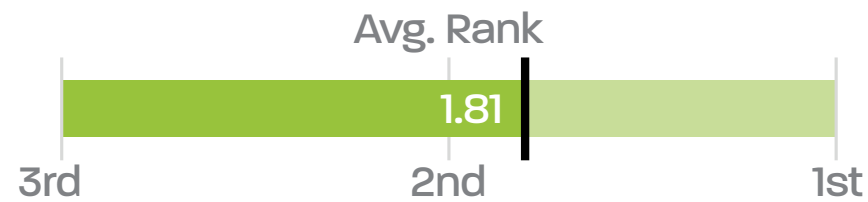
GATEWAY LOOP



THEMES - EVOKES WILSONVILLE



RANKED BY PREFERENCE



Top ranking plaza components comparison.

ART



1. Interactive and Functional
2. Multiple, Small Installations
3. Murals or Mosaics

SUSTAINABLE FEATURES



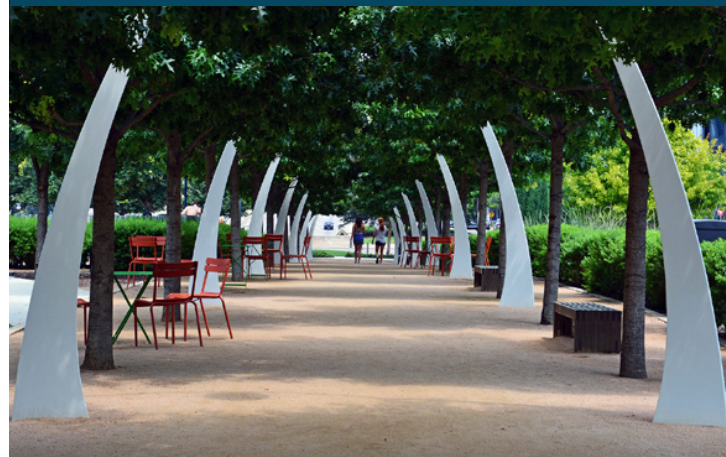
1. Planting for Biodiversity
2. Climate Adapted Planting
3. Enhanced Stormwater

TREES AND PLANTINGS



1. Tree Allée
2. Formal Planting
3. Green Walls

SHADE/RAIN SHELTER



1. Tree Canopy
2. Modern, Artistic Shelter

GATHERING



1. Multiple Smaller Spaces
2. Transitional Spaces

BRIDGE APPROACH (RAMP)

1. Whichever ramp provides the most **sound and visual buffering from I-5** for visitors using the surrounding plaza space
2. Long **swooping ramp on a sloping land form with planting** to soften the edges of the ramp

Open Responses

Additional Considerations

Q13 **Are there specific elements that are missing from these bridge and plaza concepts?**

Emerging Themes:

- Support for Project
- Health / Safety / Access
- Design Elements
- Cost Concerns / Opposition to Project
- Art Recommendations
- West Ramp / Connections

VIRTUAL OPEN HOUSE Q&A

Wall Graphic (1/2)

* ALL OPTIONS CAN BE CUSTOMIZED

WILSONVILLE TOWN CENTER
I-5 PEDESTRIAN BRIDGE

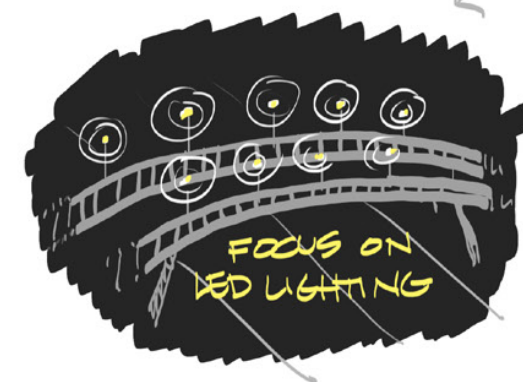
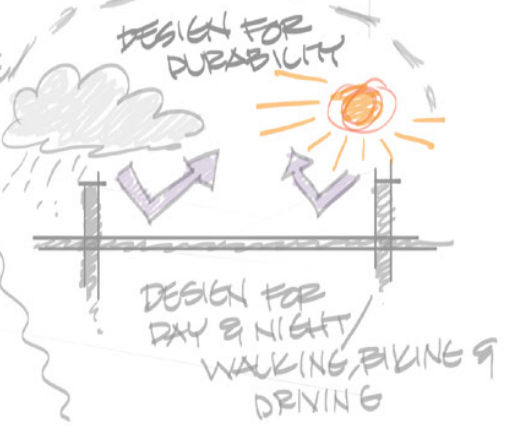
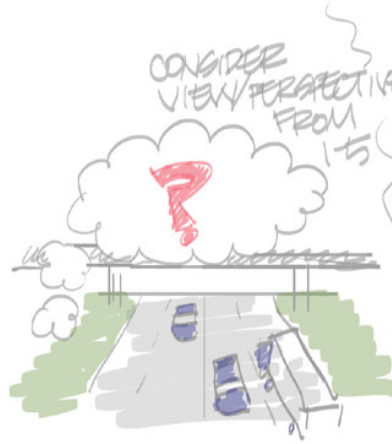
OPEN HOUSE
8 · 13 · 20
| P.M. | 4 P.M. | 6 P.M.

BRIDGE DESIGN CONCEPT

BRIDGE CUSTOMIZATION*



- OPEN HOUSE 2: PREFERRED
- STAY ARRANGEMENT UNIQUE TO DESIGN
- OPEN HOUSE 1: PREFERRED
- VISIBLE FROM N/S TRAFFIC
- OPTION HAS SHADE
- OPEN HOUSE 3: PREFERRED
- NEED 'WILSONVILLE' ON BRIDGE
- LED LIGHTING IS IMPORTANT



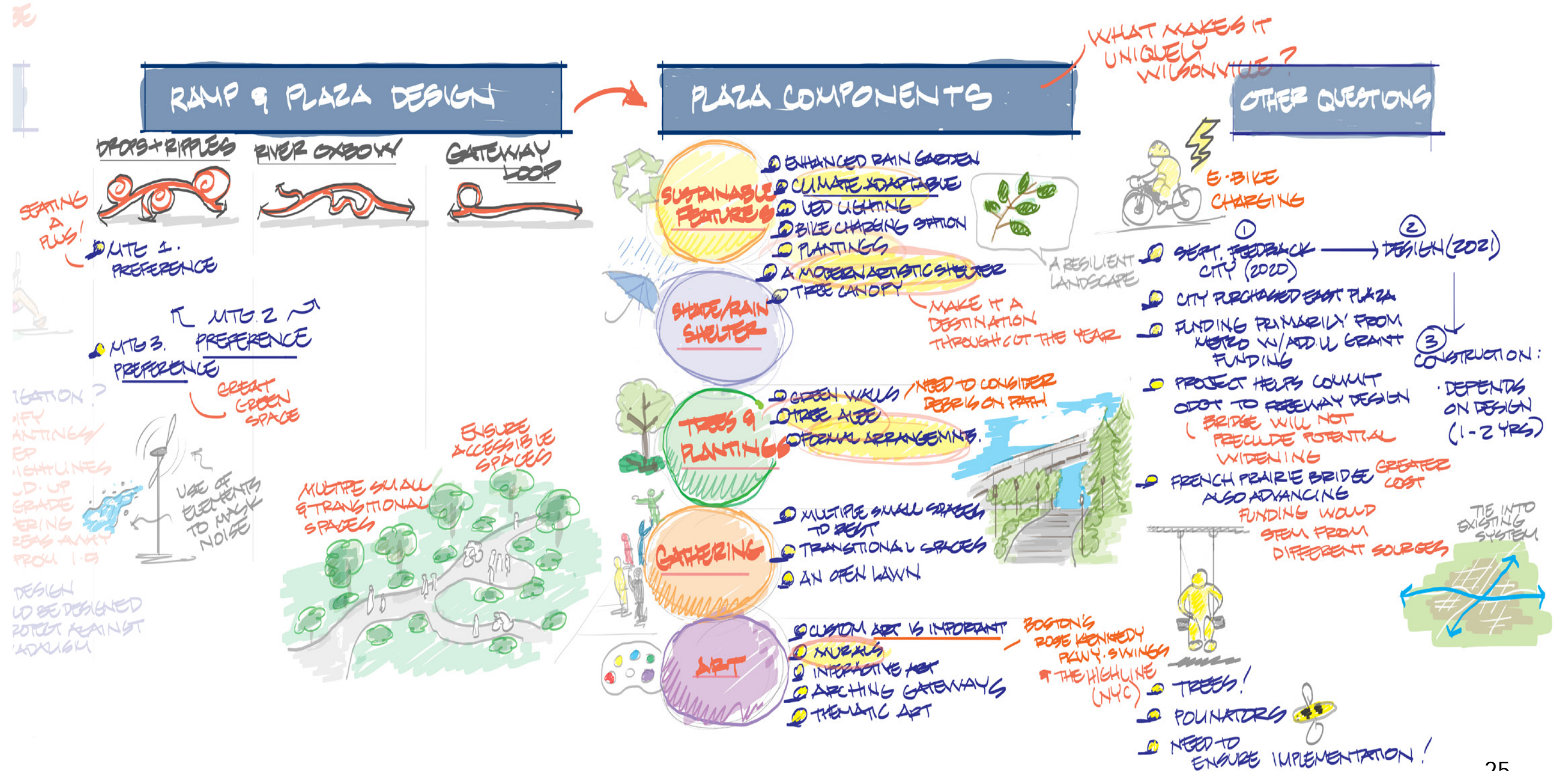
(NOT AS ATTRACTIVE IN DAYTIME?)

- UNIQUELY WILSONVILLE!
- NEED 'WILSONVILLE' ON BRIDGE
- LED LIGHTING IS IMPORTANT
- CUSTOMIZED SENSE
- COLOR OF BRIDGE CABLES
- ALL BRIDGES WILL BE ADA ACCESSIBLE (2.5% GRADE)
- NEED FOR DEDICATED BIKEPATH
- CONTROL BIKE SPEEDS
- CONSIDER OPTIONS FOR COVERED SHELTER...
- WALKING & BIKING CONNECTIONS ON BOONER FERRY?
- CONNECTIONS W/ EXISTING BIKE/PEDESTRIAN FACILITIES
- NEED TO CONSIDER MAINT. IMPACTS W/ PREFERRED DESIGN
- A GATEWAY
- WILSONVILLE
- SEATING & PLUS!
- NOISE MITIGATION?
- DENSIFY PLANTINGS
- KEEP SIGHTLINES
- BUILD UP GRADE
- GATHERING AREAS AWAY FROM I-5
- BRIDGE DESIGN SHOULD BE DESIGNED TO PROTECT AGAINST VANDALISM

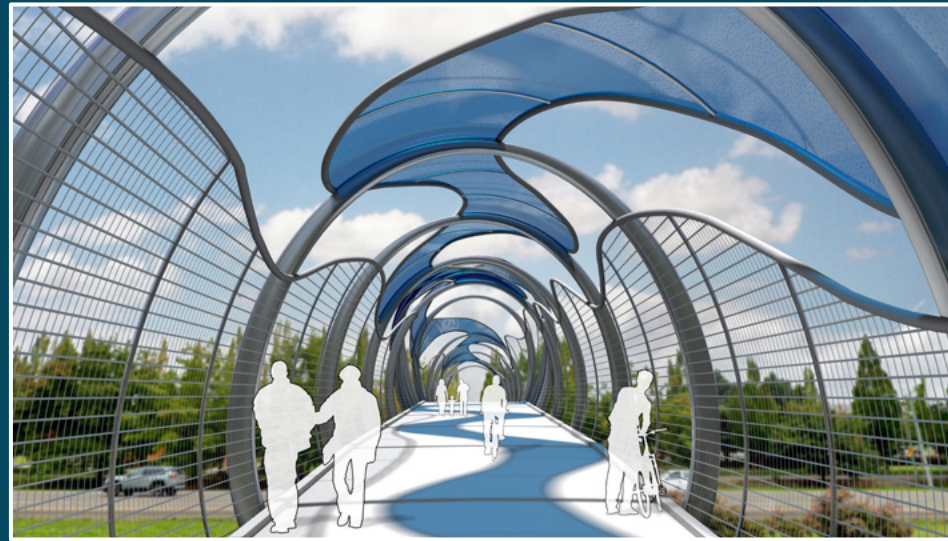


VIRTUAL OPEN HOUSE Q&A

Wall Graphic (2/2)



WILSONVILLE TOWN CENTER I-5 PEDESTRIAN BRIDGE + PLAZA

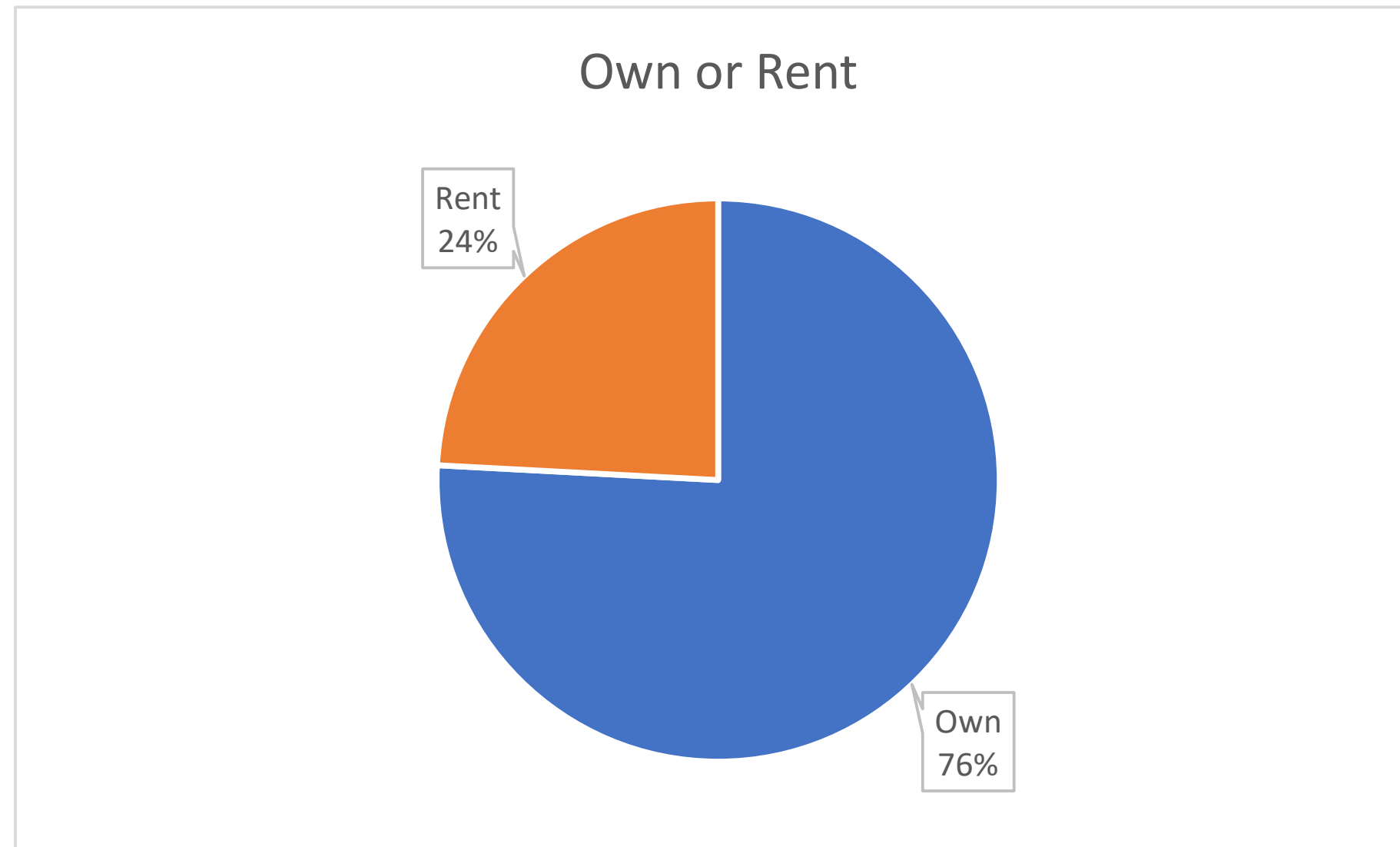


WILSONVILLE TOWN CENTER
I-5 PEDESTRIAN BRIDGE



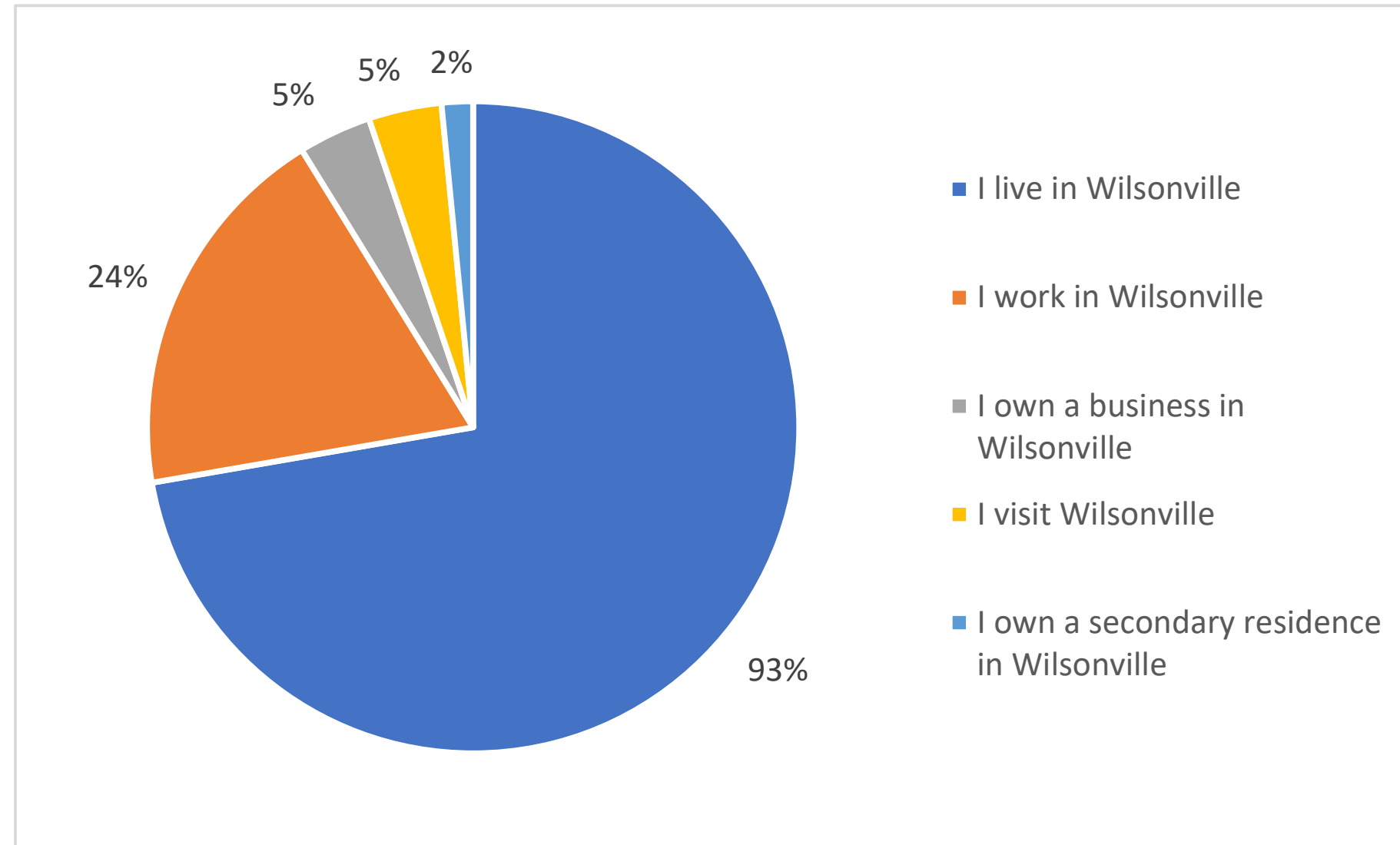
DEMOGRAPHICS

Do you own or rent at your primary residence?



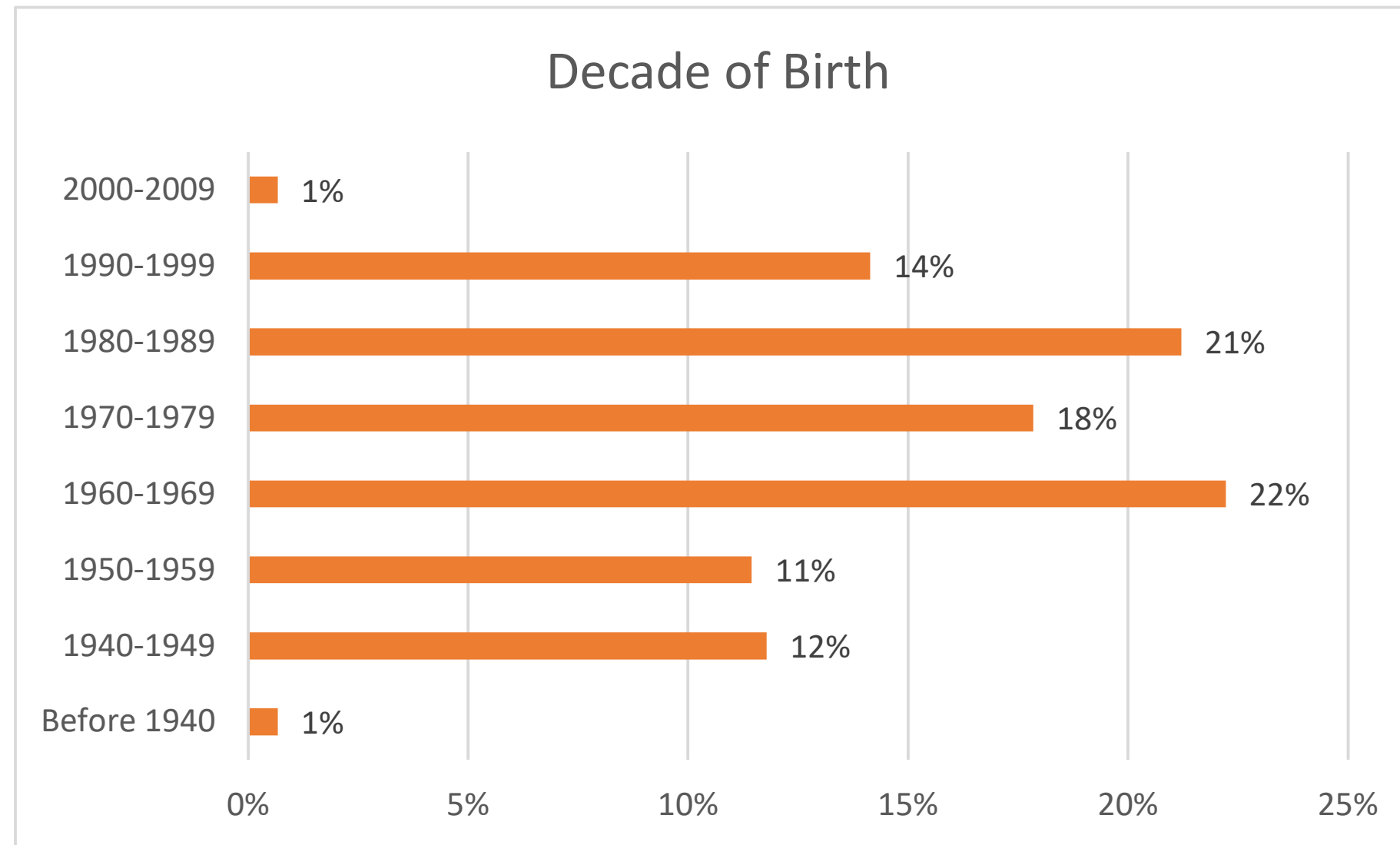
DEMOGRAPHICS

What is your connection to Wilsonville? (Choose all that apply)



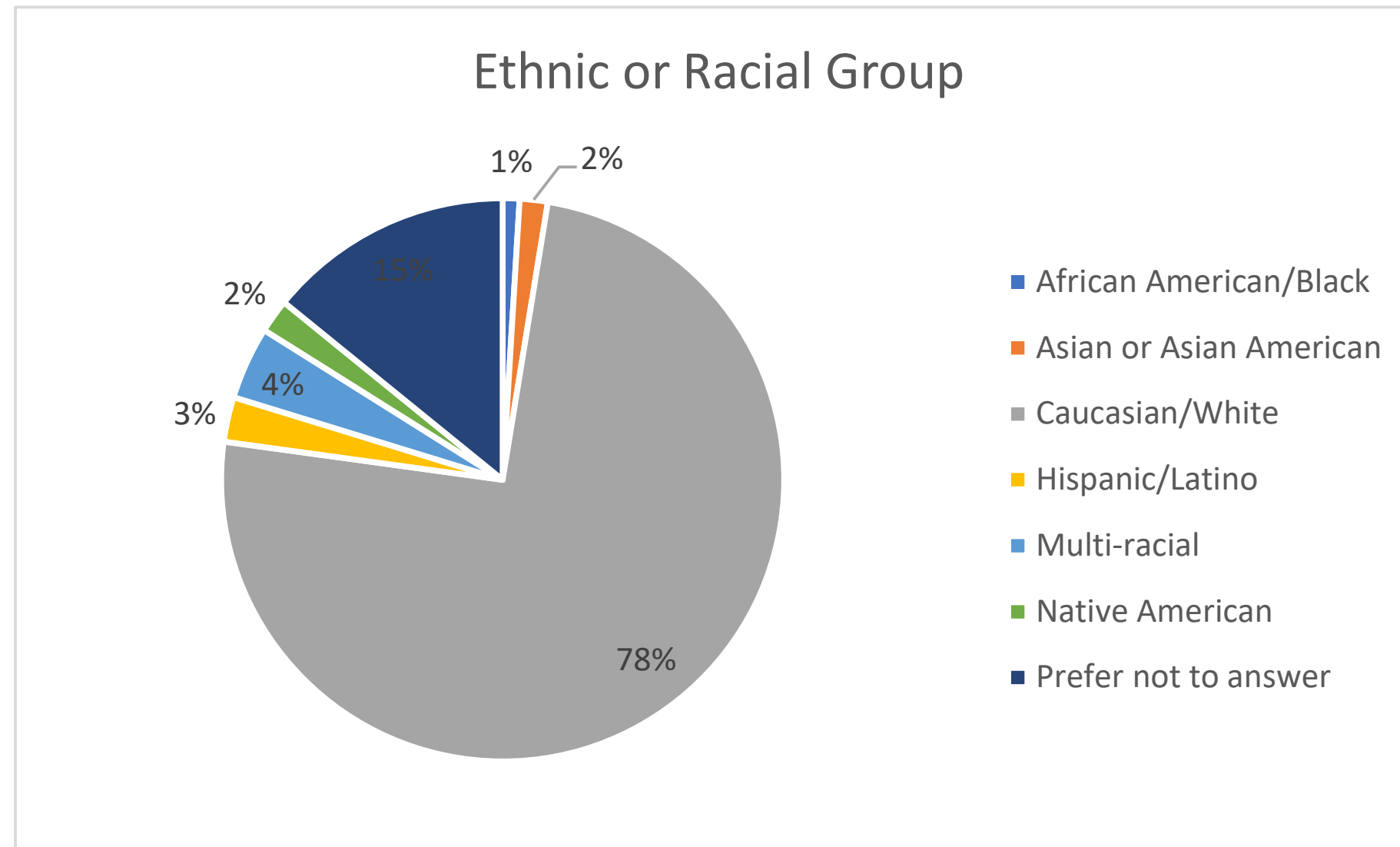
DEMOGRAPHICS

In what decade were you born?



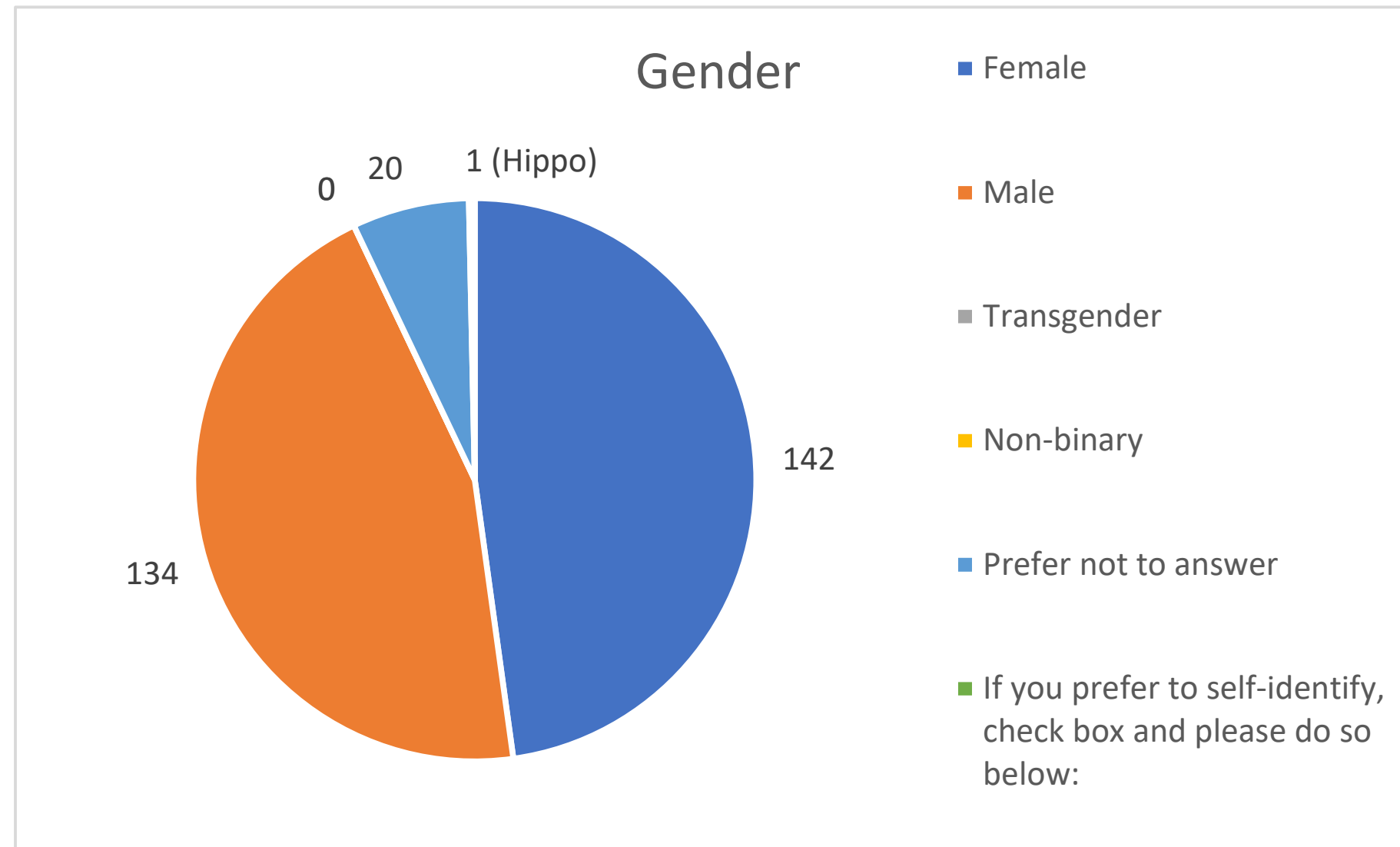
DEMOGRAPHICS

Which ethnic or racial group do you identify yourself? (Choose all that apply)



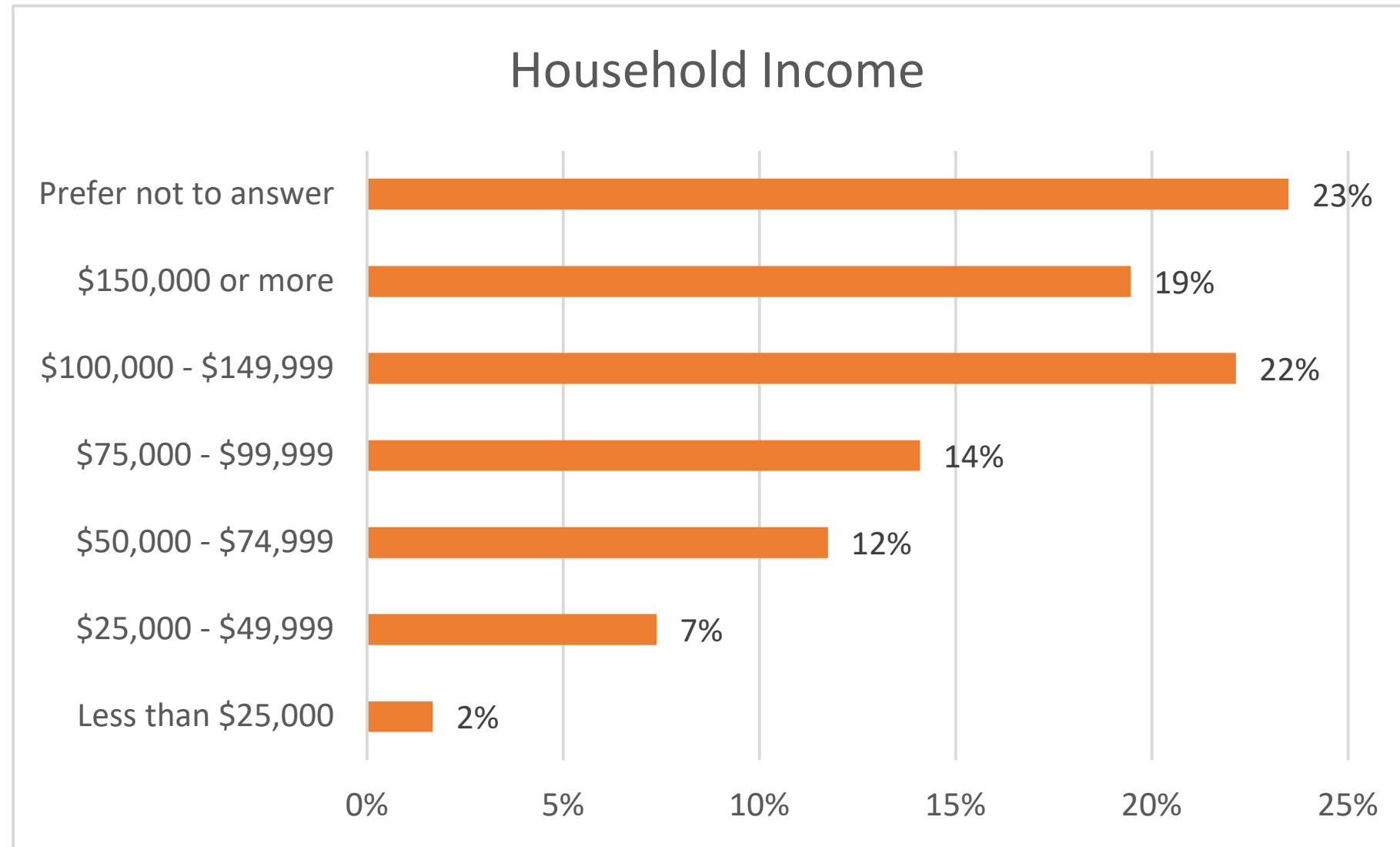
DEMOGRAPHICS

Please indicate your gender. (Choose all that apply)



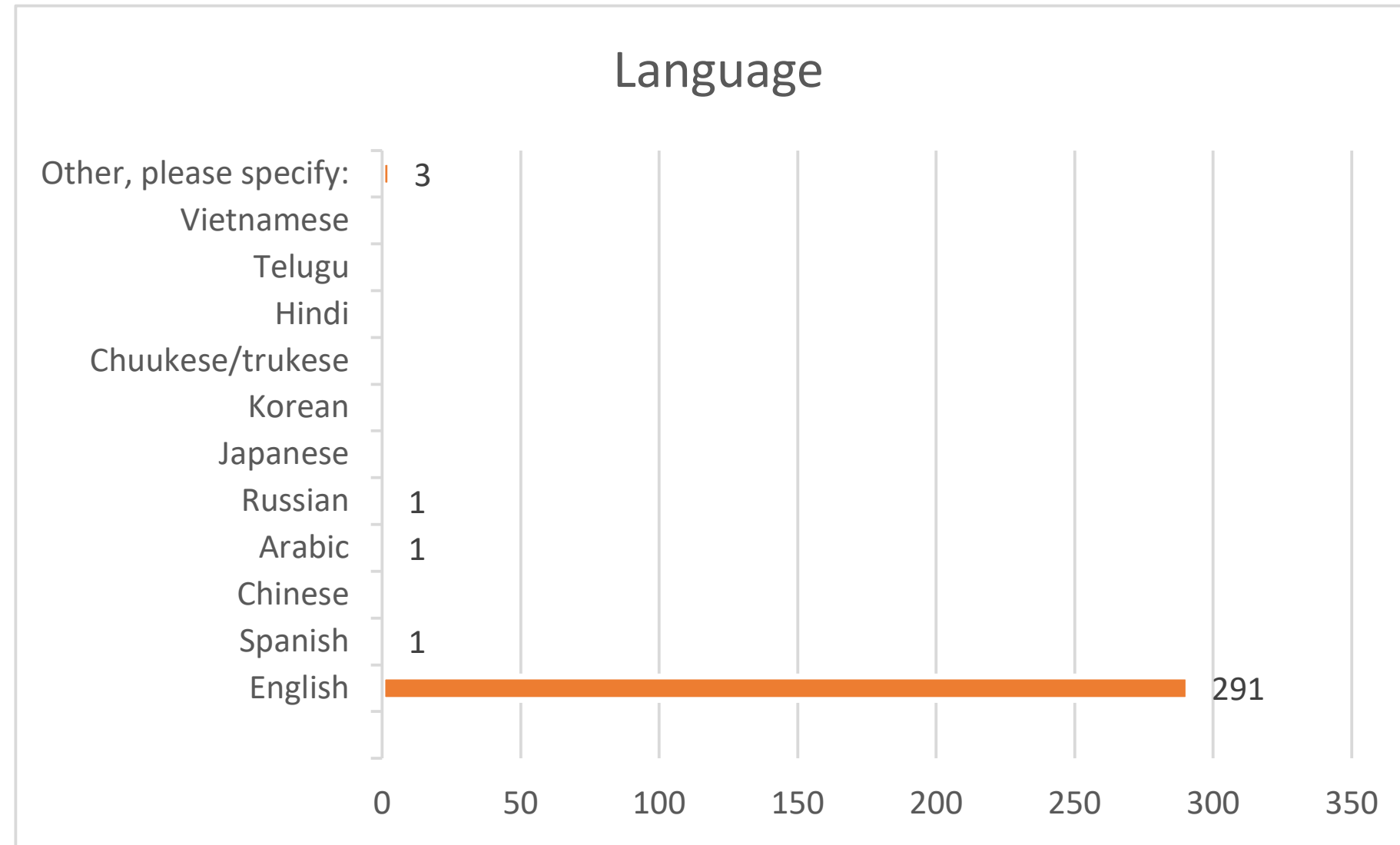
DEMOGRAPHICS

What is your household income?



DEMOGRAPHICS

What is the primary language spoken in your home?



Sole Source Selection:

Backyard Habitat Certification Program & Friends of Trees

City Council Work Session

September 21, 2020

Kerry Rappold
Natural Resources Manager



Sole Source Selection

Sole source selection:

- ✓ Backyard Habitat Certification Program
- ✓ Friends of Trees – Green Space program

The determination of a sole source must be based on written findings that may include:

(a) That the efficient utilization of existing goods requires acquiring compatible goods or services;

(b) That the goods or services required to exchange software or data with other public or private agencies are available from only one source;

(c) That the goods or services are for use in a pilot or an experimental project; **or**

(d) Other findings that support the conclusion that the goods or services are available from only one source.



Backyard Habitat Certification Program

- ❑ Started partnership in 2018
- ❑ Provides technical assistance and incentives
- ❑ Corresponds with “Bee Stewards” and “Bee City USA”
- ❑ Twenty-eight properties enrolled and three certified
- ❑ Three years (\$25,500)



Friends of Trees

- ❑ Green Space program (18 years)
- ❑ Neighborhood Trees program (1 year)
- ❑ Volunteer events
- ❑ Thousands of native trees and plants
- ❑ Three years (\$44,530)



Questions



CITY COUNCIL ROLLING SCHEDULE Board and Commission Meetings 2020

Items known as of 09/16/20

September

DATE	DAY	TIME	EVENT	LOCATION
9/23	Wednesday	6:30 p.m.	Library Board	Library
9/28	Monday	6:30 p.m.	DRB Panel B	Council Chambers

October

DATE	DAY	TIME	EVENT	LOCATION
10/5	Monday	7:00 p.m.	City Council Meeting	Council Chambers
10/8	Thursday	6:00 p.m.	Parks and Recreation Advisory Board Meeting	Council Chambers
10/12	Monday	6:30 p.m.	DRB Panel A	Council Chambers
10/14	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
10/19	Monday	7:00 p.m.	City Council Meeting	Council Chambers
10/26	Monday	6:30 p.m.	DRB Panel B	Council Chambers
10/28	Wednesday	6:30 p.m.	Library Board	Library

Community Events:

- 9/23** Walk at Lunch meet at Transit Center Clock Tower (9699 SW Barber Street, Wilsonville, OR 97070), noon.
- 9/23** Guided Meditation Meetup; 5:30 p.m. to 6:00 p.m. online at: <https://www.facebook.com/WilsonvilleParksandRec/>
- 9/26** Paper Shredding Event at City Hall (29799 Town Center Loop E Wilsonville, OR 97070), 9:00 a.m. to 2:00 p.m.
- 9/30** Walk at Lunch meet at City Hall (29799 SW Town Center Loop W, Wilsonville, OR 97070), noon.
- 9/30** Guided Meditation Meetup; 5:30 p.m. to 6:00 p.m. online at: <https://www.facebook.com/WilsonvilleParksandRec/>
- 10/7** Guided Meditation Meetup; 5:30 p.m. to 6:00 p.m. online at: <https://www.facebook.com/WilsonvilleParksandRec/>
- 10/10** Bulky Waste Day; 9:00 a.m. to 1:00 p.m. at Republic Services (10295 SW Ridder Rd. Wilsonville, OR 97070).
- 10/12** Library Closed All Day - Staff In-Service
- 10/15** Community Enhancement Information Session; 12:00 p.m. to 1:00 p.m. and 6:00 p.m. to 7:00 p.m. online at: <https://us02web.zoom.us/j/88014890847>
- 10/29** Blood Drive at the Library, 11:00 a.m. to 4:00 p.m.
- 11/11** City Offices Closed in Observance of Veteran's Day.
- 11/18** Community Enhancement Information Session; 12:00 p.m. to 1:00 p.m. and 6:00 p.m. to 7:00 p.m. online at: <https://us02web.zoom.us/j/88014890847>

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: September 21, 2020	Subject: Resolution Nos. 2836 & 2850 LED Street Light Conversion – Phase 1 Construction Contract (Res. No. 2836) and an Amendment to Design Contract (Res. No. 2850). Staff Member: Martin Montalvo, Public Works 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 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: 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:

Resolution 2836 regarding the construction contract with Northstar Electrical Contractors, Inc. to construct the LED Street Light Conversion Phase 1 Project (CIP 4722).

Resolution 2850, regarding a contract Amendment with Murray Smith and Associates Consulting to provide additional design and construction support services.

EXECUTIVE SUMMARY:

In pursuit of energy conservation and cost savings, the City desires to convert existing streetlights from the older, traditional sodium vapor lights to new long-lasting, energy-saving LED street lights.

Resolution 2836

On August 3, 2020, the City issued a Request for Proposals for qualified contractors to physically convert the City’s existing inventory of cobra headlights to energy efficient LED lighting. Phase 1 of the project focuses on roadway lighting on arterial and collector class roadways converting 950 of the associated lights. The conversion process will reduce the City’s energy consumption associated with these lights by an average 67%. Future phases of the project will focus on residential or local roadway classifications.

Resolution 2850

On November 4, 2019, the City issued Task Order #4 to Murray Smith and Associates to design and develop construction documents to convert the City’s inventory of street lights to energy efficient LED lights. This original contract was for \$98,197.00 and was issued under the City’s existing on-call contracting process. The City’s is seeking to amend the contract to increase the value by \$24,197 for a new total value of \$122,394. The increased contract value requires City Council approval. The increased cost is associated with the designer agreeing to assume additional design responsibilities.

Street lights are owned by the City and are maintained by Portland General Electric under Schedule 95 Tariff – Option B.

The City has already submitted an Energy Trust of Oregon application for the project and will be receiving \$69 incentive per converted fixture. The overall rebate for Phase 1 will be \$65,812.00

EXPECTED RESULTS:

By executing this personal services agreement with Northstar Electrical Contractors, Inc., and agreeing to amend the Murray Smith and Associates contract, the City will reduce its overall energy cost associated with street lighting.

TIMELINE:

The deadline for complete conversion of the Phase 1 lights is December 31, 2020.

CURRENT YEAR BUDGET IMPACTS:

Funding for project is included in the FY 20/21 budget. Project CIP Budget is \$1,088,820.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 9/8/2020

LEGAL REVIEW / COMMENT:

Reviewed by: Date:

COMMUNITY INVOLVEMENT PROCESS:

Not Applicable.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

By completing this project, the City can decrease its overall energy consumption and utilities rates.

ALTERNATIVES:

Reject the construction contract as proposed and delay the conversion and update of the City's lighting system.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2836
 - A. Street Lighting LED Conversion Construction Contract with Northstar Electrical Contractors, Inc.
 - B. Street Lighting LED Conversion Phase 1 Plans
2. Resolution No. 2850
 - A. Personal Services Agreement Contract with Murray Smith and Associates

RESOLUTION NO. 2836

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH NORTHSTAR ELECTRICAL CONTRACTORS, INC. TO CONSTRUCT CIP 4722 - LED STREET LIGHT CONVERSION – PHASE 1 PROJECT.

WHEREAS, the City owns and is responsible for the overall street lighting network; and

WHEREAS, the City of Wilsonville (City) wishes to improve the overall street lighting system to be more energy efficient LED lighting; and

WHEREAS, the City issued a formal bid for this project.

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

Section 1. The procurement process for the Project duly followed Oregon Contracting Rules, and Northstar Electrical Contractors, Inc. was determined to be the lowest responsive bidder

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a construction contract with Northstar Electrical Contractors for a not-to-exceed amount of \$478,500.00.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 21st day of September 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:

- A. Street Lighting LED Conversion Construction Contract with Northstar Electrical Contractors, Inc.
- B. Street Lighting LED Conversion Phase 1 Plans

**CITY OF WILSONVILLE
CONSTRUCTION CONTRACT (CIP #4722)**

This Construction Contract (“Contract”) for the Street Lighting LED Conversions Phase 1 Project (“Project”) is made and entered into on this ____ day of September 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 **Northstar Electrical Contractors Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: Specifications and Contract Documents for Street Lighting LED Conversions Phase 1 Project, dated September 2, 2020, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; 2017 City of Wilsonville Public Works Standards; City of Wilsonville Special Provisions; Project Specific Special Provisions; Oregon Department of Transportation 2018 Oregon Standard Specifications for Construction; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than December 31, 2020, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City (“Final Completion”). See **Section 23** for the definition of Final Completion. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents.

Section 3. Contractor’s Work

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

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

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

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

Section 4. Contract Sum, Retainage, and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed FOUR HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$478,500), for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor’s unit pricing is set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

4.2. During the course of Contractor’s performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 24**.

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

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

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

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

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

Section 5. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2020, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor must include a contract provision in compliance

with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 6. Filing of Certified Statement

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

Section 7. Reports to Department of Revenue

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

Section 8. City's Rights and Responsibilities

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

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

8.3. The City reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, supplier, or contractor with which the City has reasonable grounds to believe is or may be operating in violation of any local, state, or federal law or which is the subject of pending litigation.

8.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner

authorized hereby shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

8.5. 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 21.

Section 9. City's Project Manager

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

Section 10. Contractor's Project Manager

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

Section 11. Project Information

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

Section 12. Duty to Inform

If at any time during the performance of this Contract, Contractor becomes aware of actual or potential problems, faults, environmental concerns, or defects in the Project, Contract Documents, or Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Contractor has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Contractor shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Contractor shall neither constitute agreement with nor acquiescence to Contractor's statement or claim, nor constitute a waiver of any of the City's rights.

Section 13. Subcontractors and Assignments

13.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 14.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

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

Section 14. Contractor's Responsibilities

This Contract is a public works contract governed by the laws found at ORS Chapter 279C, which Contractor must be familiar with and adhere to. Those required provisions include but are not limited to all of the following:

14.1. Except as otherwise provided under ORS 30.265, the performance under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Any injury to persons or property incurred during the performance of the Work shall be at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor who is not an officer, employee, or agent of the City, as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to claims between the City and Contractor. Contractor is solely liable for any workers compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under the Contract. Any subcontractor hired by Contractor shall be similarly responsible. Contractor shall be liable to the City for any failure of any subcontractor(s) to comply with the terms of the Contract.

14.2. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 4** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to

specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

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

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

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

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

14.7. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to

comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 14.17.1, 14.17.2, and 14.17.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

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

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

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

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

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

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

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

14.27. COVID-19 Safety Measures. Contractor must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Contractor's employees and/or subcontractors, City employees, and the public. Contractor must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Contractor is

required to stop or delay work due to a COVID-19 related event, Contractor shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 15. Subcontractor Requirements

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

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

15.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 15.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

15.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 15.1.1 and 15.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

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

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

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

Section 16. Environmental Laws

16.1. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state, and local agencies, of which the City has knowledge, that have enacted ordinances

or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
Port Districts
County Service Districts
Water Districts

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

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

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

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

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

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

Section 17. Indemnity

17.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor’s negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor’s failure to perform

its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 17.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

17.2. 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 18. Insurance

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

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

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

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

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

18.1.5. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages. 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. Contractor must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Work contemplated under this Contract.

18.1.6. 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.

18.2. 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 19. Bonding Requirements

19.1. 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.

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

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

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

Section 20. Warranty

20.1. Contractor shall provide a full warranty for all Work for a period of two (2) years from the date of Final Acceptance of all Work.

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

under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

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

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

Section 21. Early Termination; Default

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

21.1.1. By mutual written consent of the parties;

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

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

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

21.3. 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.

21.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 27**, for which Contractor has received payment or the City has made payment.

Section 22. Suspension of Work

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

Section 23. Final Completion and Liquidated Damages

23.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is complete, and create a project corrections list ("punch list") of any remaining items to be completed before the Final Completion date of December 31, 2020. All punch list items must be fully addressed and corrected on or before the Final Completion date.

23.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if all Work is not fully completed by December 31, 2020, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount of EIGHT HUNDRED FORTY-FIVE DOLLARS AND THIRTY-FIVE CENTS (\$845.35) per day for each and every day that expires after December 31, 2020. Retainage will not be released before Final Completion is established.

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

23.4. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that would preclude any reasonable Contractor from performing the Work ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and

proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

Section 24. Contract Modification; Change Orders

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

Section 25. Dispute Resolution

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

Section 26. Access to Records

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

Section 27. Property of the City

27.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Contractor under this Contract shall be the exclusive property of the City and shall be delivered

to the City prior to final payment. Any statutory or common law rights to such property held by Contractor as creator of such work shall be conveyed to the City upon request without additional compensation.

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

Section 28. 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: Northstar Electrical Contractors Inc.
Attn: Jesse N. Culp
11055 SW Clay Street
Sherwood, OR 97140

Section 29. Miscellaneous Provisions

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

29.2. 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.

29.3. 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.

29.4. 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.

29.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual

provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

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

29.7. 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.

29.8. 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.

29.9. 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.

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

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

29.12. 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.

29.13. 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.

29.14. 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.

29.15. 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.”

29.16. 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.

29.17. 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.

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

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

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

[Reminder of Page Intentionally Left Blank]

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

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

CONTRACTOR:

CITY:

NORTHSTAR ELECTRICAL CONTRACTORS
INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

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

EXHIBIT A**Street Lighting LED Conversion Phase 1 CIP 4722**

Bid Item No.	Spec Section	Bid Items	Unit	Qty	Unit Cost	Total Cost
1	210	Mobilization	LS	1	\$ 14,500.00	\$ 14,500.00
2	970	Lighting Poles and Arms	LS	1	\$ 21,000.00	\$ 21,000.00
3	970	Luminaires, Lamps, and Ballasts	LS	1	\$ 435,000.00	\$ 435,000.00
4	970	House Side Shields	EA	100	\$ 65.00	\$ 6,500.00
5	970	Switching, Conduit, and Wiring	LS	1	\$ 1,500.00	\$ 1,500.00
Total Amount						\$ 478,500.00

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
STREET LIGHTING LED CONVERSIONS
PHASE 1

CITY OF WILSONVILLE PROJECT #4722

BID SUBMITTAL DUE BY:
2:00 PM, Wednesday, September 2, 2020



PREPARED BY:

Office of the Public Works Director
29799 SW Town Center Loop EAST
Wilsonville, OR 97070
(503) 682-1011

TABLE OF CONTENTS – SPECIAL PROVISIONS

DESCRIPTION	PAGE
Bid Item Descriptions	III-0
Professional of Record Certification(s)	III-2
Special Provisions.....	III-3
Section 00110 – Organization, Conventions, Abbreviations, and Definitions.....	III-3
Section 00120 – Bidding Requirements and Procedures.....	III-4
Section 00130 – Award and Execution of Contract	III-8
Section 00140 – Scope of Work	III-10
Section 00150 – Control of Work.....	III-10
Section 00160 – Source of Materials	III-14
Section 00165 – Quality of Materials.....	III-14
Section 00170 – Legal Relations and Responsibilities	III-16
Section 00180 – Prosecution and Progress.....	III-17
Section 00195 – Payment	III-20
Section 00199 – Disagreements, Protests, and Claims.....	III-22
Section 00210 – Mobilization.....	III-24
Section 00220 – Accommodations for Public Traffic	III-25
Section 00225 – Work Zone Traffic Control.....	III-26
Section 00280 – Erosion and Sediment Control	III-27
Section 00290 – Environmental Protection	III-29
Section 00310 – Removal of Structures and Obstructions	III-30
Section 00950 – Removal of Electrical Systems.....	III-31
Section 00960 - Common Provisions for Electrical Systems.....	III-31
Section 00962- Metal Illumination & Traffic Signal Supports.....	III-33
Section 00970 - Highway Illumination	III-33
Section 02560 - Fasteners	III-35
Section 02926 - Highway Illumination Materials.....	III-38

BID ITEM DESCRIPTIONS

The following is a summary of the basis of payment for the project bid items. This list is intended as a summary of the items and is not intended to take precedence over the Project-specific Special Provisions.

Bid Schedule Item 1 – Mobilization (00210)

The bid item shall include all costs for preparing for construction activities. These costs may include, but are not limited to: moving equipment to the project site, establishing a temporary field office or storage space, 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 and shall on a lump sum basis at the Contract unit price. Payment of the lump sum amount bid for mobilization will be full compensation for the above items per the Contract unit price.

Bid Schedule Item 2 – Lighting Poles and Arms (00970)

This work consists of furnishing, installing light poles and arms in locations shown in the Plans. Payment for this lump sum item will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified in accordance with Section 00970 in the 2018 Oregon Standard Specifications for Construction as amended by the Special Provisions. Payment includes replacement of poles and arms, reinstallation of existing signs, disposal of existing equipment and coordination with PGE as required.

Bid Schedule Item 3 – Luminaires, Lamps and Ballasts (00970)

This work consists of removing existing light fixtures and installing new LED fixtures in accordance with the schedules shown in the Plans. Payment for this lump sum item will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified in accordance with Section 00970 in the 2018 Oregon Standard Specifications for Construction as amended by the Special Provisions. Payment includes replacement of fixtures, connection to existing electrical system, disposal of existing equipments and coordination with PGE as required.


Bid Schedule Item 4 – House Side Shields (00970)


This work consists of providing **an estimated quantity of house side shields to the City of Wilsonville and** installing on new luminaires where shields are present on the existing fixture and as directed by the City. The house shields will be paid for each as delivered. Installation is incidental to the Luminaires, Lamps and Ballast bid item.

Bid Schedule Item 5 – Switching, Conduit, and Wiring (00970)

This work consists of installing new switching, conduit and wiring in accordance with the schedules shown in the Plans. Payment for this lump sum item will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified in accordance with Section 00970 in the 2018 Oregon Standard Specifications for Construction as amended by the Special Provisions. Payment includes installation, connection to existing electrical system, disposal of existing equipments and coordination with PGE as required.

PROFESSIONAL OF RECORD CERTIFICATION(S)

 <p>The seal is circular with a double border. The outer border contains the text "REGISTERED PROFESSIONAL ENGINEER" at the top and "TERANCE ROGER SONG" at the bottom. The inner border contains "OREGON" at the top and "NOVEMBER 19, 1981" at the bottom. The center features a signature in blue ink. Below the seal, it says "RENEWS 06-30-22".</p>	<p>Signing as the Professional of Record for the Special Provisions sections listed below:</p> <p>Project Specific Special Provisions Sections 00150.07, 00280, 00290</p> <p>Wilsonville Special Provisions Sections 00110, 00120, 00130, 00140, 00150, 00160, 00165, 00170, 00180, 00195, 00199, 00210, 00220, 00225, 00310, 00950.</p>
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 <p>The seal is circular with a double border. The outer border contains the text "REGISTERED PROFESSIONAL ENGINEER" at the top and "JONATHAN MATTHEW BELLINGS" at the bottom. The inner border contains "OREGON" at the top and "MAY 13, 2014" at the bottom. The center features a signature in blue ink. Below the seal, it says "RENEWS 6-30-21".</p>	<p>Signing as the Professional of Record for the Special Provisions sections listed below:</p> <p>Project Specific Special Provisions Sections 00960, 00962, 00970, 02560, 02926</p> <p>Wilsonville Special Provisions Sections none</p>
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SPECIAL PROVISIONS

- A. The 2018 edition of the “Oregon Standard Specifications for Construction” and the Current Edition City of Wilsonville Public Works Standards, as amended herein, these Special Provisions, the Invitation to Bid, the Accepted Proposal, the Agreement, the Plans, the Standard Details appended hereto, and all addenda issued prior to the execution of the Construction Contract and all modifications thereto shall apply and comprise the Contract Documents or the Contract. Where not amended, the Standard Specifications shall apply as they exist in printed form.
- B. All number references in these Special Provisions shall be understood to refer to the Sections and Subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and Subsections contained in these Special Provisions in their entirety.
- C. All references to State officers in the Standard Specifications shall be understood to mean the corresponding Contracting Agency officers for the purpose of this contract.
- D. There are three origins of Special Provisions included in this contract: project-specific Special Provisions, City of Wilsonville Special Provisions, and ODOT Boilerplate Special Provisions. The applicable ODOT Boilerplate Special Provisions are incorporated into the project-specific Special Provisions. The Special Provision types and order of precedence are identified as follows:

1 st	(Street Lighting LED Conversion 2020)	Project-specific Special Provision
2 nd	(Wilsonville 2018)	City of Wilsonville Special Provision
3 rd	(ODOT 2020)	ODOT Boilerplate Special Provisions

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00110.20 Definitions: Bid Booklet - *Replace the entire definition with the following definition:*

The bound paper version included in the Solicitation Documents, or the electronic version that is available to be downloaded from the Agency designated website, that contain the information identified in 00120.10.

(Wilsonville 2018)

00110.20 Definitions: Class of Work - *Replace the entire definition with the following definition:*

A designation referring to the type of Work in which Bidders must be prequalified. Classes of Work are limited to those listed in the Agency’s Contractor Prequalification Application.

(Wilsonville 2018)

00110.20 Definitions: Roadway - *Replace the first sentence with the following sentence:*

That portion of a Highway or Street improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or Shoulder.

(Wilsonville 2018)

00110.20 Definitions - *Add the following definition:*

Street or City Street – Any roadway, cul-de-sac, or alley within the public right of way under the jurisdictional control of the Agency.

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00120.00 Prequalification of Bidders - *Replace the second and third paragraphs with the following paragraph:*

Bidders must be pre-qualified by the Oregon Department of Transportation in the Class or Classes of Work as specified in the Contract Documents prior to the date bids are due. Bids submitted by a Bidder who is not pre-qualified prior to the date bids are due will be rejected as non-responsive.

(Wilsonville 2018)

00120.01 General Bidding Requirements - *Replace this entire subsection, except for the heading, with the following subsection:*

Bidders shall submit bids in the format, location, and time identified in the Invitation to Bid, Instruction to Bidder's, and Bidder's Checklist of the Project's Bid Documents.

(Wilsonville 2018)

00120.05 Request for Plans, Special Provisions, and Bid Booklets - *Replace this entire subsection with the following heading and subsection:*

00120.05 Request for Bid Documents

Bid Documents will be available on August 3, 2020, after 8:00 AM at the City of Wilsonville. Copies of the bid documents, including project specifications, may be purchased for \$35.00 each from the City of Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, OR 97070. Requests for documents to be mailed overnight express via the U.S. Postal Service shall be accompanied by a separate check in the amount of \$35.00. The City of Wilsonville shall not be held responsible for the ability of the overnight carrier in delivering the documents. The Plans, which are applicable to the Work to be performed under the Contract, are included as a part of these Special Provisions.

Plans, Special Provisions, and Solicitation Documents may also be downloaded at www.questcdn.com. Prospective bidders shall contact QuestCDN customer services at (925) 233-1632 for assistance with free registration and downloading documents.

(Wilsonville 2018)

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered - *Add the following to the beginning of this subsection:*

It is understood that the plans, specifications and other contract documents do not purport to control the method of preparing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method of performing and installing the work included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the Contractor's liability or status as an independent Contractor under this contract.

If Bidder, prior to submitting their Bid, should find discrepancies in, or omissions from the Plans, Specifications or other Contract Documents, or if they should be in doubt as to the true meaning of any part thereof, Bidder shall immediately make a written request to the Project Manager for corrections, clarification, or interpretation of the point or points in question. The Bidder submitting such request shall be responsible for its prompt delivery and this request shall be received at least five (5) calendar days prior to the date fixed for opening Bids.

(Wilsonville 2018)

00120.17(a) Use of Agency-Owned Land for Staging or Storage Areas: Within Normal Right-of-Way Limits - *Add the following to the end of the first paragraph:*

The Contractor shall at all times maintain adequate traffic control in accordance with the current version of the Manual on Uniform Traffic Control Devices (MUTCD) and any additional requirements deemed necessary by City's authorized representatives. Additional requirements shall not release the Contractor's responsibilities to maintain a safe environment for the public.

(Wilsonville 2018)

Add the following subsection:

00120.18 Use of Non-Agency Owned Land for Staging or Storage Areas:

The Contractor shall provide a copy of the executed agreement between the Contractor and property owner(s) prior to Contractor's use of non-agency owned land. The agreement shall include language, satisfactory to the City Attorney, indemnifying and holding harmless the Agency from any and all damages.

(Wilsonville 2018)

00120.20 Interpretation of Quantities in Bid Schedule - *Add the following to the end of the first paragraph:*

Material for work required to complete the project, but not specifically identified in the Contract Documents, shall be considered incidental to the Work.

(Wilsonville 2018)

00120.25 Subsurface Investigations - *Replace this entire subsection, except for the heading, with the following subsection:*

There are no subsurface or geologic investigations available for this project.

(Wilsonville 2018)

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - *Replace this entire subsection, except for the heading, with the following subsection:*

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. Only holders of the Solicitation Documents obtained from the Agency who have been identified by

the Agency as Holders of the Solicitation Documents will be notified of these Addenda by mail or email sent to the Bidder's mailing address or email address as it appears in the Agency's files. Addenda will be posted and available for download through www.questcdn.com. Bidders shall be responsible for checking the QuestCDN website for Addenda. Bidders, not the Agency, shall be responsible for failure of Bidders to check and download Addenda or receive Addenda sent by mail or email. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the Agency to not be based on all Addenda issued before Bids were opened.

(Wilsonville 2018)

00120.40(a) Preparation of Bids: General - *Replace this entire subsection, except for the heading, with the following subsection:*

Bidders must be qualified by the City of Wilsonville as stated in 00120.00. In determining the responsiveness and responsibility of any bid submitted, establishing requisite qualification with the City shall not be considered an informality. Bids submitted by non-qualified contractors will be returned unopened via certified mail.

Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No oral or FAX proposals or modifications will be considered.

For Bids submitted, the Bidders shall not alter, in any manner, the paper documents bound within the Bid Section. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of an agreement to all certifications and statements contained in the paper bid Booklet. Entries on the paper documents in the Bid Section shall be in ink or typed. Signatures and initials shall be in ink.

The Bidder shall properly complete and bind all the paper documents in the Bid Section, as specified in 00120.10, between the front and back covers of the Bid Booklet, except that the Bid Bond is not required if another permissible type of Bid guaranty is provided in accordance with 00120.40(e).

(Wilsonville 2018)

00120.40(c)(2) Preparation of Bids: Bid Schedule Entries: Electronic Bid Schedule Entries - *Delete this entire subsection.*

(Wilsonville 2018)

00120.40(d) Preparation of Bids: Bidder's Address and Signature Pages - *Replace this entire subsection, except for the heading, with the following subsection:*

Bidders shall include in the Bid the address to which all communications concerning the Bid and Contract should be sent. The Bid must be signed by a duly authorized representative of the Bidder.

If the proposal is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown. If the proposal is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers. The Bidder shall comply with all other specific requirements of the proposal form.

(Wilsonville 2018)

00120.40(e)(2) Preparation of Bids: Bid Guaranty: Bid Guaranty with Electronic Bids - *Delete this entire subsection.*

(Wilsonville 2018)

00120.40(f) Preparation of Bids: Disclosure of First Tier Subcontractors - *Replace this entire subsection, except for the heading, with the following subsection:*

Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement Project in the "Notice to Contractors", or in other advertisement or solicitation documents, exceeds \$100,000, the Bidder shall, within 2 working hours of the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- 5% of the total Project Bid, but at least \$15,000; or
- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor;
- The dollar amount of the subcontract; and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the Bid.

The Subcontract Disclosure Form may be submitted for a Bid either:

- By filling out the Subcontractor Disclosure Form included in the Bid Booklet and submitting it together with the Bid at the time and place designated for receipt of Bids, or
- By removing it from the paper Bid Booklet, filling it out and submitting it separately to the Agency at the address given in the Bid Booklet.

Subcontractor Disclosure Forms submitted by any method will be considered late if not received by the Agency within 2 working hours of the time designated for receiving Bids.

The Agency is not responsible for partial, failed, illegible or partially legible submittals, and such forms may be rejected as incomplete.

In the event that multiple Subcontractor Disclosure Forms are submitted, the last version received prior to the deadline will be considered to be the intended version.

Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

(Wilsonville 2018)

00120.45 Submittal of Bids - *Replace this entire subsection, except for the heading, with the following subsection:*

Paper Bids may be submitted by mail, parcel delivery service, or hand delivery to the offices and addresses, and at the times given in the Bid Booklet. Submit Bids in an opaque sealed envelope marked with the word "Bid", the name of the Project, name and address of the Bidder, and the words "To Be Opened Only by Authorized

Personnel" on the outside. If submitted by mail or by parcel delivery service, the Bidder shall place the sealed envelope containing the paper Bid inside a separate sealed envelope or package.

Bids submitted after the time set for receiving Bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late Bids.

(Wilsonville 2018)

00120.50 Submitting Bids for More than One Contract - *Delete this entire subsection.*

(Wilsonville 2018)

00120.60 Revision or Withdrawal of Bids - *Replace this entire subsection, except for the heading, with the following subsection:*

Information entered into the Bid Booklet by the Bidder may be changed after the Bid has been delivered to the Agency, provided that:

- Changes are prepared in accordance with the instructions found in the Bid Booklet; and
- Changes are received at the same office, address, and time identified in the Bid Booklet; and
- The changes are submitted in writing and signed by an individual authorized to sign the Bid.

A Bidder may withdraw its Bid after it has been delivered to the Agency, provided that:

- The written withdrawal request is submitted on the Bidder's letterhead in person and includes the name of the project; and
- The request is signed by an individual who is authorized to sign the Bid, and proof of authorization to sign the Bid accompanies the withdrawal request; and
- The request is received at the same office, address, and time identified in the Bid Booklet for submitting Bids.

The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid within the time allowed in the Solicitation Documents.

(Wilsonville 2018)

00120.70 Revision or Withdrawal of Bids - *Delete the bulleted item that begins "An electronic Bids is not received..."*

(Wilsonville 2018)

00120.95 Opportunity for Cooperative Arrangement - *Delete this entire subsection.*

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00130.10 Award of Contract - *Replace this subsection beginning with the paragraph that begins "The Agency will provide..." through and including the last paragraph with the following:*

The Agency will provide a Notice of Intent to Award, Bid Summary, and Bid Tabulation, by email, to all Contractors who submitted Bids and were deemed responsible by the Agency.

The Award will not be final until approved by the City Council at one of its regularly scheduled meetings.

Notice of Award and Contract booklets ready for execution will be sent within 45 Calendar Days of the Notice of Intent to Award or within the number of Calendar Days specified in the Special Provisions or a written mutual agreement.

(Wilsonville 2018)

00130.15 Right to Protest Award - *Replace this entire subsection, except for the heading, with the following subsection:*

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for the Contract Award, may submit to the Project Manager a written protest of the Agency's intent to Award within 7 calendar days following issuance of the Notice of Intent to Award. The protest shall specify the grounds upon which it is based.

The Agency is not obligated to consider late protests.

(Wilsonville 2018)

00130.40(d) Contract Submittals: Registration Requirements - *Add the following paragraph to the end of this subsection:*

(5) Agency requires that Bidders and all sub-contractors obtain an Agency or Metro Business License prior to performing any work within the Wilsonville City limits. The Agency will not execute a Contract until the Contractor and all sub-contractors are so licensed.

(Wilsonville 2018)

00130.50(a) Execution of Contract Bonds: By the Bidder - *Replace the phrase "...ODOT Procurement Office – Construction Contracts Unit within 15 Calendar Days..." of the first paragraph with the following phrase:*

Agency within 10 Calendar Days

(Wilsonville 2018)

00130.50(b) Execution of Contract Bonds: By the Agency - *Add the following paragraph to the end of this subsection:*

Once the Contracts are executed by the Agency, the Project Manager will schedule a Pre-construction Meeting with the Contractor on date and time agreed to by both parties.

(Wilsonville 2018)

00130.90 Notice to Proceed - *Replace this entire subsection, except for the heading, with the following subsection:*

Notice to Proceed will be issued by the Agency during the Pre-construction Meeting.

Should the Agency fail to issue the Notice to Proceed during the Pre-construction Meeting, the Contractor may apply for an adjustment of Contract Time according to 00180.80(c).

The Engineer will issue a First Notification recording the date the performance of the Contracts has begun.

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00140.70(c) Cost Reduction Proposals: Consideration of Proposal - *Add the following sentence to the end of the first paragraph.*

Contractor shall bear all risks of delay for reasonable time spent by Agency to review and accept, modify or reject any such change requested by Contractor and shall not be entitled to any additional compensation for such delay.

(Wilsonville 2018)

Add the following subsection:

00140.85 Ongoing Project Site Cleanliness

The Contractor shall be responsible for the cleanliness of the construction site to the satisfaction of the Engineer during the construction period until final acceptance. Responsibility of subcontractors, installers, material suppliers or others for cleanliness shall be delegated as the Contractor shall see fit but shall in no way reduce Contractor's responsibility.

Extra materials not being used or considered surplus or salvage, crating, packing, boxing, packing paper, straw, broken materials, general scrap, and debris shall be removed from the site weekly. Burning of combustible material on the site will not be allowed.

SECTION 00150 – CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00150.05 Cooperative Arrangements - *Delete this entire subsection.*

(Wilsonville 2018)

00150.10(a) Coordination of Contract Documents: Order of Precedence - *Replace the list of bulleted items with the following bulleted item list:*

- Contract Change Orders, supplemental agreements and approved revisions to Plans and Specifications.
- The signed Agreement between the Agency and the Contractor;
- Public Works Construction Permit;
- Permits from outside Agencies required by law;
- Project-Specific Special Provisions;
- City of Wilsonville Special Provisions;
- ODOT Special Provisions;

- Stamped Project Drawings;
- Reviewed and accepted, stamped Working Drawings;
- City of Wilsonville Standard Drawings;
- City of Wilsonville Public Works Standard Specifications;
- Oregon Standard Drawings;
- 2018 Oregon Standard Specifications for Construction; and
- All other Contract documents not listed above.

(Wilsonville 2018)

00150.15(b) Construction Stakes, Lines, and Grades: Agency Responsibilities - *Replace the bullet that begins "Deduct from payments..." with the following bullet:*

- Deduct from payments due the Contractor all costs incurred to provide more than the one set of construction stakes for each phase of the work.

(Wilsonville 2018)

00150.37 Equipment Lists and Other Submittals - *Replace this entire subsection, except for the heading, with the following subsection:*

Unless otherwise provided, the Contractor shall submit Equipment lists, and other required submittals with the executed contract documents for approval by the Engineer. The Engineer will respond to requests for approval prior to issuing the First Notification (Notice to Proceed).

(Wilsonville 2018)

00150.40 Cooperation and Superintendence by the Contractor - *Replace the bullet that begins "Keeping one complete set..." with the following bullet:*

- Keeping one complete set of Contract Documents, City of Wilsonville Public Works Standards, and 2018 edition of the Oregon Standard Specifications for Construction on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.

Replace the paragraph that begins "Any Superintendent or alternate..." with the following paragraph:

Any person employed on the project, by the Contractor or a subcontractor, who, in the opinion of the Engineer, does not act in a courteous and professional manner towards the adjacent property owners, the traveling public or Agency staff shall, at the written request of the Engineer, be removed from the project. That employee shall not be again employed on the project without the approval of the Engineer.

(Wilsonville 2018)

00150.50(b) Cooperation with Utilities: Agency Responsibilities - *Replace this entire subsection, except for the heading, with the following subsection:*

The Agency may provide available contact information for utility companies to the Contractor.

The Plans may not normally show the anticipated new location of Utilities that have been or will be adjusted.

(Wilsonville 2018)

00150.50(c) Cooperation with Utilities: Contractor's Responsibilities - Add the following bullet to the end of the bullet list:

- Verify the location of existing utilities by direct site investigation. Physical location of utilities in paved areas shall be determined by core and vactor-excavation. Patching of cores shall be with Level 3 (1/2") hot mix asphalt, sealed, and sanded. Potential conflicts with existing utilities shall be potholed no less than one week prior to performing work in the area of the potential conflict and results given to the Engineer for evaluation. Costs for this effort shall be considered incidental to other bid items. No separate measurement and payment will be made.

(Wilsonville 2018)

Add the following subsection:

00150.50(f) Cooperation with Utilities: Utility Information

The following organizations may be adjusting Utilities within the limits of the Project during the period of the Contract:

Type of Utility Responsible Authority

- Gas – Northwest Natural
- Electric – Portland General Electric
- Telephone – AT&T, MCI, and Verizon Communications
- Water, Storm & Sanitary Sewer – City of Wilsonville
- Cable TV & High Speed Internet – Comcast, Frontier, and Integra Telecom.

The Contractor shall be responsible, although Agency will cooperate as necessary, for scheduling and coordinating public utility work.

The Agency assumes no responsibility as to the exact location of utilities and/or omission from the plans. Existing utilities damaged by the Contractor shall be repaired or replaced at Contractor's expense.

The Contractor shall not be entitled to any additional compensation due to the presence of or interference, delays, or expense caused by said existing utilities.

The Contractor shall allow at least 4 weeks for the utility companies to relocate their facilities.

(Wilsonville 2018)

Add the following subsection:

00150.65 Use of Light, Power, and Water

The Contractor may connect any temporary electrical service, wiring and piping (with proper application and after obtaining the necessary meters) as required to execute the Work, to the extent that these services are presently available at the site. Any additional utilities required shall be furnished by the Contractor at Contractor's own expense.

Contractor shall bear all costs for refundable water meters deposits. Contractor shall not be charged for water from agency supplied bulk water meters on City capital projects.

Contractor shall obtain water meter from Public Works department to connect to City of Wilsonville hydrant. Under no circumstances shall the Contractor request or seek to use water from residential, commercial, or industrial property owners or tenants.

(Street Lighting LED Conversion 2020)

00150.70 Detrimental Operations - *Replace this entire subsection, except for the heading, with the following subsection:*

The Contractor shall avoid operations whose methods, conditions, or timing may injure people or damage property or the Work. Damage may include without limitation, staining surfaces with mud or asphalt or damaging Utilities and foundations. (also see 00150.60, 00150.75, and Section 00170)

When any such damage occurs, the Engineer will determine if it is to be corrected by repair, replacement, or compensatory payment by the Contractor. If compensatory payment is required, the Engineer will determine the amount. Compensatory payment may be deducted from monies due or to become due to the Contractor under the Contract.

In accordance with generally accepted construction practices and Executive Orders issued by the State of Oregon Office of the Governor, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to Normal Working Hours. The duties of the Agency do not include review of the adequacy of the Contractor's safety measures, on or near the construction site.

(Wilsonville 2018)

Add the following subsection:

00150.90(c) Final Inspection: As-Built Drawings

Full-size project plans are provided by the Engineer. The Contractor shall keep accurate records on a set of full-size project plans of all additions or deletions to the work, and of all changes in location, elevation and character of the work not otherwise shown or noted on Contract Documents. Prior to Final Acceptance of the work, the Contractor shall transmit this "as-constructed" information to the Engineer for approval.

(Wilsonville 2018)

00150.97(b) Responsibility for Materials and Workmanship - *Add the following bullet to the end of the bullet list:*

- Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of Substantial Completion, for the Agency to file for repairs of defective work due to the Contractor's improper use of materials and/or workmanship.

(Wilsonville 2018)

Add the following subsection:

00150.97(c) Responsibility for Materials and Workmanship

In addition to and not in lieu of any other warranties required under the Contract, the Contractor shall maintain a 2 year Maintenance/Warranty Bond from the time of Final Acceptance, in a form acceptable to the Agency and from a surety acceptable to the Agency. The Maintenance/Warranty Bond shall secure the Contractor's performance of any corrective work that may need to be performed within the first 2 years from the Final Acceptance of the project. The Maintenance/Warranty Bond amount shall be in the sum of 10 percent of the

final Contract Amount and 100 percent of the amount required to maintain and replace the landscaping installed with the Project.

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

In addition, City of Wilsonville water line facilities installed by the contractor under the Contract that require repair or replacement during the two (2) year maintenance/warranty period shall be repaired by the Agency or, at the Agency's option, under direct supervision of the Agency and the Contractor and Contractor's surety shall be liable for all expenses.

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00160.01(a) Notification of Source of Supply and Materials: All Materials – *Delete the paragraphs that begin with "The Contractor shall identify if the..." and "For this purpose, a committed DBE..."*

(Wilsonville 2018)

00160.10 Ordering, Producing, and Furnishing Materials: Approval of Quantity of Materials Ordered - *Delete the paragraph that begins "Excess Materials, ordered..."*

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00165.02 Materials Conformance and Quality Compliance Documents - *Replace the phrase "...ODOT Manual of Field Test Procedures (MFTP)..." with the following phrase:*

ODOT Manual of Field Test Procedures (MFTP) and Wilsonville Public Works Standards

(Wilsonville 2018)

00165.03 Testing by Agency - *Replace this entire subsection, except for the heading, with the following subsection:*

All material testing shall be performed by the Agency, at the Agency's expense. The Contractor shall be responsible for obtaining contact information and scheduling the Agency's material tester for all required tests. The Contractor shall give the tester 48 hours advance notice of his operations requiring testing. Coordinate testing requirements with the Project Engineer. Results of the Agency's tests will be made available to the Contractor.

(Wilsonville 2018)

00165.10(a) Materials Acceptance Guides: Field Tested Materials - *Replace this entire subsection, except for the heading, with the following subsection:*

Field-tested Materials will be accepted according to the ODOT Manual of Field Test Procedures (MFTP) and the Wilsonville Public Works Standards with the more stringent of the testing requirements apply as determined by the Engineer. Testing frequencies will be at the discretion of the Engineer, and will generally be more frequent than shown in the MFTP. The following compaction standards apply:

- Trench backfill shall meet Wilsonville Public Works Standards requirements for compaction unless otherwise specified in the Project-specific special provisions.
- Roadway base rock compaction shall meet or exceed 95% of modified proctor (AASHTO T-180) unless otherwise specified in the Project-specific special provisions.
- All HMAC pavement lift compaction shall meet or exceed 92% relative density based on the theoretical maximum density determined in accordance with ASTM D-2041, "Rice Gravity" unless otherwise specified in the Project-specific special provisions.

(Wilsonville 2018)

00165.20 Materials Specifications and Test Method References - *Replace the four (4) lists of bulleted items that begins "Field-Tested Materials..." with the following bulleted item lists:*

Field-Tested Materials:

- Contract Change Orders;
- Special Provisions;
- Wilsonville Public Works Standards;
- MFTP; and
- Standard Specifications.

Nonfield-Tested Materials:

- Contract Change Orders;
- Special Provisions;
- Wilsonville Public Works Standards;
- ODOT Laboratory Manual of Test Procedures; and
- Standard Specifications.

Material test methods:

- Wilsonville Public Works Standards;
- ODOT;
- WAQTC;
- AASHTO;
- ASTM;
- Other recognized national organizations, such as ANSI, AWWA, IMSA, ISSA, and UL; and
- Industry standards in the location where the Work is being performed.

Sampling and testing frequencies:

- Contract Change Orders;
- Special Provisions;
- Wilsonville Public Works Standards;
- MFTP; and
- Standard Specifications.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00170.02 Permits, Licenses, and Taxes - *Add the following bulleted items to the end of the bullet list:*

- All Contractors and Subcontractors shall obtain a City of Wilsonville Business License, or provide proof of a current METRO Business License (gross receipts per year of \$250,000 or more), at their own initiative and expense, prior to commencing Work on the Project.
- Contractor shall obtain “No Fee” water meter permits from the City of Wilsonville Building Department.

(Wilsonville 2018)

00170.70(a) Insurance: Insurance Coverages - *Replace all references to “Special Provisions” to the following:*

Contract Documents

(Wilsonville 2018)

00170.70(c) Insurance: Additional Insured - *Replace this entire subsection, except for the heading, with the following subsection:*

Additional Insured coverage under Contractor’s Commercial General Liability, Automobile Liability, Pollution Liability and Excess Liability Policy(ies), as applicable under 00170.70(a), will be provided by endorsement. Additional insured coverage shall be for both on-going operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO form CG 2404 or its equivalent shall be provided. The following is included as additional insured: The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.

(Wilsonville 2018)

00170.72 Indemnity/Hold Harmless - *Add the following paragraph and bullets to the end of this subsection:*

Extend indemnity and hold harmless to the Agency and the following:

- The City of Wilsonville and its officers, agents, and employees;
- Wilsonville City Council;
- The City of Wilsonville Urban Renewal Agency and its officers, agents, and employees;
- Wilsonville Urban Renewal Board; and

- Project Consultants under Contract with the Agency

(Wilsonville 2018)

00170.85(b)(2) Responsibility for Defective Work: Contractor Furnished Warranties: General Warranty for Local Agency Projects - *Replace the paragraph that begins “The Contractor shall warrant...” with the following paragraph:*

The Contractor shall warrant all Work and workmanship, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, and Materials and Equipment incorporated in the Work for two (2) years from the date of Third notification, except that manufacturers’ warranties and extended warranties according to 00170.85(c) shall not be abridged.

Replace the paragraph that begins “Corrections, repairs, replacement...” with the following paragraph:

Corrections, repairs, replacements or changes shall be warranted for an additional 2 year period beginning on the date of the Agency’s acceptance of the corrections, repairs, replacements or changes.

(Wilsonville 2018)

00170.85(c)(1) Responsibility for Defective Work: Manufacturer Warranties and Guarantees: Manufacturer Warranties - *Replace the paragraph that begins “The warranty period will begin...” with the following paragraph:*

The warranty period will begin on the date of Third Notification.

(Wilsonville 2018)

00170.89(a) Protection of Utility, Fire-control, and Railroad Property and Services; Repair; Roadway Restoration: Protection of Utility, Fire-Control, and Railroad Property and Services; Coordination - *Replace the paragraph that begins “The Contractor shall conduct...” with the following paragraph:*

The Contractor shall conduct no activities of any kind around fire hydrants until the agency and local fire-control authority has approved provisions for continued service.

(Wilsonville 2018)

00170.94 Use of Explosives - *Replace this entire subsection, except for the heading, with the following subsection:*

The use of explosives is prohibited.

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00180.20(d) Subcontracting Limitations: Disadvantaged Business Enterprise (DBE) – *Delete this entire subsection.*

(Wilsonville 2018)

00180.20(e) Subcontracting Limitations: Trucking – *Delete this entire subsection.*

(Wilsonville 2018)

00180.21(d) Subcontracting: Terms of Subcontracts - *Add the following paragraph to the end of this subsection:*

As and when applicable, the Contractor shall require in its subcontracts that subcontractors maintain the certifications required by Section 2, Chapter 325, Oregon Laws 2015 (Enrolled House Bill 2716), as amended by Section 26, Chapter 565, Oregon Laws 2015 (Enrolled House Bill 3303).

(Wilsonville 2018)

00180.40(a) Limitation of Operations: In General - *Add the following bulleted items to the end of the bullet list:*

- Contractor shall maintain vehicle access to all abutting properties and pedestrian access to bus stops at all times. No street shall be closed or access interrupted outside of the Normal Working Hours defined in Subsection 00180.40(c) without the express written approval of the Engineer upon Contractor's prior written request; and
- Be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work, in accordance with generally accepted construction practices. This requirement will apply continuously and not be limited to Normal Working Hours.
- Perform work in a contiguous manner, completing work without gaps in the street lighting system. Contractor may work in multiple areas simultaneously.

(Wilsonville 2018)

*Add the following subsection:***00180.40(c) Limitations of Operations: Normal Working Hours**

The following normal working hours will be observed on all City of Wilsonville capital projects:

Pacific Daylight Time (Daylight Savings Time)

7:00 a.m. to 9:00 p.m. Monday through Friday

9:00 a.m. to 7:00 p.m. on Saturday (Engineer Approval Required)

No Work on Sunday or Legal Holiday

Pacific Standard Time (Local Time)

7:00 a.m. to 8:00 p.m. Monday through Friday

9:00 a.m. to 6:00 p.m. on Saturday (Engineer Approval Required)

No Work on Sunday or Legal Holiday

Legal Holiday recognized by the Agency includes New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Thanksgiving Holiday, and Christmas Day.

Work on a Saturday, Sunday, or Legal Holiday will be approved only when it is in the interest of Agency and must be of such a nature as to provide for, but not limited to, the following:

- Least inconvenience to the public;

- Least inconvenience to the Agency’s infrastructure; and
- Least inconvenience to the Agency’s Treatment Plant operation.

The Contractor shall submit a written request to the Engineer for approval of Work on a Saturday, Sunday, or Legal Holiday, no less than 48 hours in advance of the Work. The Engineer shall approve or reject the request in writing. No additional Contract Time will be given if request is rejected.

Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Cooperation with Other Contractors	00150.55
Railway Work	00170.01(e)
On-Site Work	00180.40(b)
Contract Completion Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Traffic Lane Restrictions	00220.40(e)
Special Events	00220.40(e)
In-water Work Restrictions	00290.34(a)
Noise Control	00290.32
Maintenance Under Traffic	00620.43
Opening Sections to Traffic	00744.51
Opening Sections to Traffic	00745.51

(Wilsonville 2018)

00180.41 Project Work Schedule -Delete all paragraphs beginning with the paragraph that begins “The Contractor shall submit a supplemental “look ahead” Project Work schedule each week...” through and including the paragraph that begins “The Contractor shall submit the supplemental “look ahead” Project Work schedule starting at First ...”.

Replace the paragraph that begins “One of the following Type...” with the following paragraph:

A Type “A” schedule is required under the Contract unless specifically stated otherwise in the Project-specific Special Provisions.

00180.42 Preconstruction Conference - Replace the phrase “30 Calendar Days” with the following phrase:

10 Calendar Days

(Wilsonville 2018)

Add the following subsection:

00180.50(h) Contract Time

All Work must be at Final Completion by December 31, 2020.

(Wilsonville 2018)

00180.85(b)(1) Failure to Complete on Time; Liquidated Damages: Liquidated Damages: Single Contract Time

- Replace this entire subsection, except for the heading, with the following subsection:

The liquidated damages (LD) per Calendar Day* for failure to complete the Work on time as required by 00180.50(h) will be established using the following formula(s):

Liquidated Damages after the Final Completion Date:

$$\text{Liquidated Damages per Calendar Day} = 0.212 \times \frac{C}{T}$$

Liquidated Damages after the Substantial Completion Date:

50% of Final Completion Liquidated Damages

where C = the Contractor’s Bid amount for the Contract

T = the number of Calendar Days between the date listed under 00180.50(h) in the Solicitation Documents and the Bid Opening date

* Calendar Day amounts are applicable when the Contract Time is expressed on the Calendar Day or fixed date basis.

(Wilsonville 2018)

00180.85(b)(2) Failure to Complete on Time; Liquidated Damages: Liquidated Damages: Multiple Contract Times

- Delete this entire subsection.

SECTION 00195 – PAYMENT

Comply with Section 00195 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00195.10 Payment for Changes in Materials Costs - Replace this entire subsection, except for the heading, with the following subsection:

Unless specifically identified in the Project-specific Special Provisions in a material specific escalation/de-escalation clause, no escalation/de-escalation clause will be in effect during the life of the Contract.

(Wilsonville 2018)

00195.50(a)(2) Progress Payments and Retained Amounts: Progress Payments: Value of Materials on Hand - Replace this entire subsection, except for the heading, with the following subsection:

No payment will be made for Materials on Hand.

(Wilsonville 2018)

00195.50(b) Progress Payments and Retained Amounts: Retainage - Replace the paragraph that begins “The amount to be retained...” with the following paragraph:

The amount to be retained from progress payments will be 5% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below. No retainage will be withheld from Work performed as Force Account Work, escalation/de-escalation, bonuses, or other items decided by the Agency.

(Wilsonville 2018)

00195.50(c) Progress Payments and Retained Amounts: Forms of Retainage - *Replace this entire subsection, except for the heading, with the following subsection:*

Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

The Agency will deposit the cash retainage withheld in an interest-bearing account in a bank, trust, company, or savings association for the benefit of the Agency, as provided by ORS 279C.560(4). Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90.

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.90(d).

(Wilsonville 2018)

00195.50(d) Progress Payments and Retained Amounts: Release of Retainage - *Replace this entire subsection, except for the heading, with the following subsection:*

As the Work progresses, the amounts to be retained under (b) of this Subsection are subject to reduction in the Engineer's sole discretion. Retainage reductions will be considered only as follows:

- When the Work is 97.5% or more completed, the Engineer may, without application by the Contractor, reduce the retained amount to 100% of the value of the Work remaining.
- When a Subcontractor has satisfactorily completed all of its Work, it may request release of retainage for that Work from the Contractor. The Contractor shall request reduction of retainage in the amount withheld for the Subcontractor's Work after certifying to the Agency that the Subcontractor's Work is complete, and that all contractual requirements pertaining to the Subcontractor's Work have been satisfied. Within 60 Calendar Days of the end of the month in which the Agency receives the Contractor's certification regarding the Subcontractor's Work, the Agency will either notify the Contractor of any deficiencies which require completion before release of retainage, or verify that the Subcontractor's Work complies with the Contract and release all retainage for that Work with the next scheduled progress payment. Within 10 Calendar Days of receipt of retainage, the Contractor shall pay to the Subcontractor all such retainage released except for latent defects or warranty.
- The Agency will only release retainage for satisfactorily completed portions of the Work represented by Pay Items in the Schedule of Items, or by Pay Items added by Change Order. Work not represented by a Pay Item, but which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

If retainage has been reduced or eliminated, the Agency reserves the right to protect its interests by retaining amounts from further progress payments at the rates provided in 00195.50(b). A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the

Work and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

Retainage will be released with the scheduled progress payment after Agency has issued Final Acceptance of the project. Within 10 Calendar Days of receipt of retainage, the Contractor shall pay to each Subcontractor all such released retainage that pertains to the Work of that Subcontractor.

(Wilsonville 2018)

00195.60 Advance Allowance for Materials on Hand - *Replace this entire subsection, except for the heading, with the following subsection:*

The Agency will not make advance allowance for Materials on hand.

(Wilsonville 2018)

00195.70(b)(3) Payment under Terminated Contract: Termination for Public Convenience: All Other Work - *Replace the sentence that begins "The Agency will purchase..." with the following:*

The Agency will purchase material left on hand according to the following formula and conditions:

1. **Formula** – The Agency will apply the following formula in determining the Contractor's allowance for Materials left on hand:

Contractor's Actual Cost, plus 5% Overhead Allowance, but no markup for profit.

2. **Conditions** – The Agency will not purchase the Contractor's Materials left on hand unless the Contractor satisfies the following conditions:

- Requests the Agency's purchase of unused Materials;
- Shows acquisition of the Materials in accordance with 00160.10;
- Shows that the Materials meet Specifications; and
- Provides receipts, bills and other records of actual cost of Materials delivered to the designated delivery points.

(Wilsonville 2018)

00195.80 Allowance for Materials Left on Hand - *Delete this entire subsection:*

SECTION 00199 – DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00199.20(b) Protest Procedure: Written Notice - *Delete the phrase "on form 734-2887" from the first sentence.*

(Wilsonville 2018)

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies - *Replace the sentence that begins "The Engineer may determine..." with the following sentence:*

The Engineer may determine to skip the Step 1: City Engineer Review, in which case the claim or claims will advance to Step 2: Agency Level Review.

(Wilsonville 2018)

00199.40(b) Claim Decision; Review; Exhaustion of Administrative Remedies: Step 1: Region Level Review - *Replace this entire subsection with the following subsection:*

(b) Step 1: City Engineer Review - The Contractor shall request that the Engineer arrange a meeting with the City Engineer in order to present the denied or partially denied claim for formal review and discussion. The meeting will take place within 21 Calendar Days of the Agency's receipt of the request, or as otherwise agreed by the parties.

If the City Engineer determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the City Engineer will schedule a second meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The City Engineer will provide a written decision to the Contractor within 30 Calendar Days of the last meeting.

If the Contractor does not accept the Step 1 decision, the Contractor may within 10 Calendar Days of receipt of the written decision, request in writing that the Engineer arrange a review at Step 2 (see (c) below).

(Wilsonville 2018)

00199.40(c) Claim Decision; Review; Exhaustion of Administrative Remedies: Step 2: Agency Level Review - *Replace this entire subsection, except for the heading, with the following subsection:*

The Contractor shall request a meeting with the City Attorney, to present the claim for final Agency review. The presentation will take place within 21 Calendar Days of the Agency's receipt of the Contractor's written request, or as otherwise agreed by the parties.

If the City Attorney determines that the Contractor must furnish additional information, records or documentation to allow proper analysis of the claim, the City Attorney will schedule a second meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The claim is subject to 00199.60, if not all of the records requested by the City Attorney were furnished.

The City Attorney will provide a written decision to the Contractor, subject to 00199.60, if applicable, regarding the claim within 30 Calendar Days of the final Step 2 meeting.

If the Contractor does not accept the Step 2 decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing through the Engineer that the claim be advanced to Step 3 or 4 (see (d) and (e) below), as applicable. For purposes of determining which process to use for claims under Step 3 or 4 concerning a combination of additional compensation and Contract Time or for Contract Time only, the value of the claim or portion of the claim for Contract Time will be assumed to be the appropriate Liquidated Damages given in 00180.50 multiplied by the number of Calendar Days in question. If applicable, advancement of the claim is subject to the provisions of 00199.60 regarding waiver and dismissal of the claim or portions of the claim.

(Wilsonville 2018)

00199.60 Review of Determination Regarding Records - *Replace this entire subsection, except for the heading, with the following subsection:*

If not all of the records requested by the City Attorney under 00199.40(c) Step 2 were provided, then the City Attorney will determine:

- *If the records are of the type described in 00170.07; and*
- *If the records have not been maintained or the records, or access to the records, has not been provided to the Agency as required by 00170.07 and this Section; and*
- *If the records are material and necessary for proper evaluation of part or all of the claim; and*
- *The portions of the claim for which the records are material and necessary for proper evaluation.*

If the City Attorney makes the foregoing determinations, then all portions of the claim for which the City Attorney determined the records are material and necessary for proper evaluation are immediately waived and irrevocably dismissed.

Even if the records have not been maintained or the records, or access to the records, have not been provided to the Agency in a given instance, the City Attorney may determine that sufficient records have been provided for the Agency to properly evaluate the claim in that instance. If the City Attorney makes this determination, the claim or portions of the claim will not be waived or dismissed under this provision.

If the Agency's final determination is that the records are material and necessary for proper evaluation of part or all of the claim, then the claim or that portion of the claim for which the records are material and necessary is waived and irrevocably dismissed, unless the Contractor provides the records, or access to the records, to the City Attorney within 5 Calendar Days of the Agency's final determination. If the Contractor provides the records, or access to the records, within this time limit, the City Attorney will schedule a meeting with the Contractor within 14 Calendar Days or as otherwise agreed by the parties, to discuss the records.

The Agency's final determination that records are material and necessary for proper evaluation of part or all of the claim, and the Agency's final determination of the portions of the claim for which the records are material and necessary, shall be final and binding.

If the entire claim is waived and irrevocably dismissed pursuant to the Agency's final determination there will be no further decision by the Agency on the claim or further review of the claim under 00199.40 and the claim will not be eligible for mediation under 00199.50. If only portions of the claim are waived and irrevocably dismissed pursuant to the Agency's final determination, the City Attorney will provide a written decision to the Contractor regarding the remaining portions of the claim within 30 Calendar Days of the final Step 2 meeting, or the Agency's final determination regarding the records, whichever is later. There will be no further decision by the Agency on or further review under 00199.40 of the portions of the claim waived and irrevocably dismissed pursuant to Agency's final determination and those portions will not be eligible for mediation under 00199.50.

SECTION 00210 – MOBILIZATION

Comply with Section 00210 of the Standard Specifications

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00220.02 Public Safety and Mobility - Replace the bullet that begins "Do not impede the flow..." with the following bullet:

- Do not stop or hold vehicles on the traveled way, at intersections, or other connecting roadways within the project limits for more than five (5) minutes.

Replace the bullet that begins "Use portable changeable message signs..." with the following bullet:

- Use portable changeable message signs to provide appropriate work zone information to the public. Place signs and display messages as directed or approved. When signs are in use, protect them according to 00225.46(b) and the "Portable Changeable Message Sign (PCMS) Installation" detail shown on ODOT Standard Drawing TM700.

Add the following bulleted list at the end of the bulleted list:

- When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a roadway having a pre-construction posted speed greater than 35 mph, backfill and compact the excavation, install and compact surfacing, and open the roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the roadway.
-
- On-street parking shall be restored at the end of shift, once backfill and compaction of the trench is completed. Steel plates, or other approved methods, will be required at apartment complex and business driveways to maintain the access according to 00225.40

(Wilsonville 2018)

00220.03(b) Work Zone Notification: Closures - Replace the bullet that begins "Roads – A minimum..." with the following bullet:

- **Roads** - A minimum of 28 Calendar days before closure. Obtain permission from the City of Wilsonville before closing any city street. Notify all affected emergency services, South Metro Area Rapid Transit (SMART), Wilsonville/West Linn school district, Canby school districts, First Student Transportation bus services, Laidlaw Educational Services school bus service, Republic Services, and US Postal Service in writing at least 14 days in advance of the street closure. No city street closure will be permitted until the Engineer approves it and the area is signed according to Section 00225.

(Wilsonville 2018)

Add the following subsection:

00220.03(c) Work Zone Notification: Width Restrictions

When narrowing the roadway to less than 22 feet for one lane between positive barriers or less than 28 feet for two lanes between positive barrier, notify the City of Wilsonville, and the Engineer, in writing, at least 28 days before the restriction takes effect. Include the reduced lane width dimension of each stage and the anticipated duration of the reduction. The reduction will not be permitted until the Engineer approves the request and the area is adequately signed according to the TCP and Sections 00220 and 00225.

(Wilsonville 2018)

00220.40(e)(1) General Requirements: Lane Restrictions: Closed Lanes - *Replace bulleted list with the following bulleted list:*

- a. Major Roadways** – Wilsonville Road, Elligsen Road, Parkway Center Drive (Town Center Loop to Elligsen Road), 95th Avenue, Boones Ferry Road (Bailey Street to Peyton Lane), Boeckman Road, Canyon Creek Road, Town Center Loop, Barber Street, and Kinsman Road.
- **Normal Work Hours:** Daily, Monday through Friday between 9:00 a.m. and 3:00 p.m.
 - **Night Work Hours:** Engineer Approval Required
 - Daily, Monday through Friday between 7:00 p.m. and 5:00 a.m.
 - Saturday between 12:00 a.m. and 5:00 a.m.
 - **Weekend Hours:** Saturday between 9:00 a.m. to 3:00 p.m. (Engineer Approval Required)
- b. All Other Roadways**
- **Normal Work Hours:** Daily, Monday through Friday between 7:00 a.m. and 8:00 p.m.
 - **Night Work Hours:** Engineer Approval Required
 - Daily, Monday through Friday between 8:00 p.m. and 7:00 a.m.
 - Saturday between 12:00 a.m. and 7:00 a.m.
 - **Weekend Hours:** Saturday between 9:00 a.m. to 3:00 p.m. (Engineer Approval Required)

(Wilsonville 2018)

00220.40(e)(2) General Requirements: Lane Restrictions: Opened Lanes - *Add the following bulleted list to the end of the bulleted list:*

- *Martin Luther King Jr. Day on the third Monday in January*
- *President's Day on the third Monday in February*
- *Veterans Day on November 11*
- *Thanksgiving Holiday on the fourth Friday in November*

SECTION 00225 – WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00225.05 Traffic Control Plan - *Add the following sentence after the sentence that begins "The Contractor will be allowed...":*

If an Agency TCP is not provided, the Contractor shall provide a TCP in accordance with the requirements of 00225.

(Wilsonville 2018)

00225.05(b) Traffic Control Plan: Contractor Modified Traffic Control Plan - *Add the following paragraph at the end of this subsection:*

If the Contractor will be using a modified Agency TCP or a Contract provided TCP, the Engineer may modify the TCM and require the Contractor to provide an updated TCP based on field conditions. Changes to the TCP shall be in accordance with 00225.01(c). No additional measurement or payment shall be made for Agency changes to a Contractor provided or modified TCP.

(Wilsonville 2018)

00225.40 General - *Add the following paragraphs to the end of this subsection:*

The Contractor shall post notice of construction for each affected resident a minimum of 48 hours prior to the disruption or shutdown of any driveway. Notices shall provide information regarding the dates of construction affecting their access.

The Contractor shall post No Parking signs on type II barricades a minimum of 48 hours prior to the shutdown of on-street parking for the Contractor's operations. On-street parking shall be maintained at all times except in the near vicinity of the Contractor's active construction zone. Once backfilled, the Contractor shall remove No Parking signs. Notices shall provide information regarding the dates of construction affecting the on-street parking. Driveways for apartment complexes shall not be closed for more than one (1) hour in any two (2) hour period. See section 00220.02 for steel plating requirements.

(Street Lighting 2020)

00225.80 Measurement - *Add the following paragraph to the end of this subsection:*

Work under this Section for this project will be not be measured. See 00225.90(c) Method "C" – Incidental Basis.

(Street Lighting 2020)

00225.90 Payment

00225.90(c) Method "C" – Incidental Basis – *Add the following paragraph to the end of this subsection:*

Work under this Section for this project will be paid by the Method "C" – Incidental Basis

SECTION 00280 – EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00280.00 Scope - *Replace the paragraph that begins "This work also consists..." with the following paragraph:*

This work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the standard drawings, Agency standard erosion and sediment control notes, the erosion and sediment control plan (ESCP) for the Project, these Specifications, or as directed, until the site is permanently stabilized.

(Wilsonville 2018)

00280.03 Standards - *Replace the phrase "ODOT "Erosion and Sediment Control" manual." with the following:*

Clackamas County Water Environment Services "Erosion Prevention and Sediment Control Planning and Design Manual". In the case of conflict between the manual referenced herein and 00280, the more stringent standard shall apply as determined by the Engineer.

(Wilsonville 2018)

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - *Replace the paragraph that begins "During inactive periods longer..." with the following paragraph:*

During inactive periods longer than 7 calendar days, keep the ESCP on-site at all times and provide a copy to the Engineer to retain.

(Wilsonville 2018)

00280.05 Erosion and Sediment Control Plan on Non-Agency Controlled Lands - *Replace the bullet that begins "A Contractor-developed ESCP..." with the following bullet:*

- A Contractor-developed ESCP for each unique site covered under a DEQ NPDES 1200C Permit.

(Wilsonville 2018)

00280.14(a) Erosion Prevention Materials: Plastic Sheeting - *Delete the bullet that begins "Sand Bags – Sand bags meeting..."*.

(Wilsonville 2018)

00280.16(a) Sediment Control Materials: Construction Entrances - *Replace the bullet that begins "Aggregate – Clean, durable..." with the following bullet:*

- **Aggregate** – Clean, durable, open graded angular aggregate sized between 3 inches maximum and 1 inch minimum with less than 5 percent of the material, by weight, passing the No. 4 sieve.

(Wilsonville 2018)

00280.16(c) Sediment Control Materials: Sediment Fence - *Replace the bullet that begins "Posts – Untreated wood..." with the following bullet:*

- **Posts** – Untreated wood posts a minimum 1 ½ inch x 1 ½ inch x 48 inch, stitched.

(Wilsonville 2018)

00280.16(e) Sediment Control Materials: Sediment Barriers - *Delete the bullet that begins "Type 4: Sand Bags – Sand bags meeting..."*.

(Wilsonville 2018)

00280.16(i) Sediment Control Materials: Concrete Washout - *Replace the bullet that begins "Straw Bales – Standard rectangular..." with the following bullet:*

- **Straw Bales** – Use of straw bales are not permitted.

(Wilsonville 2018)

00280.16(j) Sediment Control Materials: Floating Turbidity Barrier - *Delete this entire subsection.*

(Wilsonville 2018)

00280.30 Erosion and Sediment Control Manager - *Replace the sentence that begins "If the Agency's NPDES 1200-CA..." with the following:*

Designate and provide an Erosion and Sediment Control Manager (ESCM) with the following minimum qualifications:

- Experience in all major disciplines of highway construction.
- Knowledgeable in principles of and practice of ESC.
- Skilled in assessing site conditions and effectiveness of ESC used.
- Successful completion of ESC formal training sponsored by the Agency or acceptable to the Engineer.
- Responsible participation in construction of at least one Agency project with ESC.
- Authority to immediately mobilize necessary personnel to correct and modify ESC as required.

(Wilsonville 2018)

00280.42(a) Stabilization: Soil Exposure Limitations - *Add the following bulleted list to the end of the bulleted list:*

- **Within the City of Wilsonville (May 1 through September 30)** - Stabilize all areas within seven days of exposure.
- **Within the City of Wilsonville (October 1 through April 30)** - Stabilize all areas within four days of exposure.

(Wilsonville 2018)

00280.48 Emergency Materials - *Delete the sentence that begins "A list of emergency..."*

(Wilsonville 2018)

00280.62 Inspection and Monitoring: Rainfall - *Replace the paragraph that begins "If a permit noncompliance..." with the following paragraph:*

If a permit noncompliance or serious water quality issues occur verbally report to the Engineer immediately and submit a written report within 5 calendar days.

(Street Lighting 2020)

00280.90 Payment – *replace with the following:*

Incidental Basis – When the contract schedule of items does not indicate payment for Erosion and Sediment Control, all Erosion and Sediment Control will be considered incidental and no separate payment will be made.

SECTION 00290 – ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00290.20(c)(3)(b.) Waste, Hazardous Waste, and Hazardous Substances: Waste Management: Reuse, Recycle, and Dispose of Materials: Woody Matter - *Replace the entire subsection with the following subsection:*

Woody matter may not be burned. Woody matter shall be chipped to a size of nor more than 3 inches in any direction then uniformly spread over selected landscape areas, as directed, in loose layers not more than 3 inches thick. Burying wood, stumps, or other woody material is not allowed.

(Wilsonville 2018)

00290.20(c)(3)(d.) Waste, Hazardous Waste, and Hazardous Substances: Waste Management: Reuse, Recycle, and Dispose of Materials: Concrete and Masonry - *Add the following bullet to the end of the bullet list:*

- Broken pieces do not bridge over the areas or create voids during backfill and compaction.

(Wilsonville 2018)

00290.30(c)(3) Pollution Control: Air Pollution Control Measures: Burn Restrictions - *Replace the entire subsection with the following subsection:*

Burning will not be allowed in the City of Wilsonville with exception of buildings intended for demolition may be burned by the local fire department for training purposes provided that all hazardous substances have been removed from the building before burning. Contact the local fire department for applicable restrictions.

(Wilsonville 2018)

00290.32 Noise Control - *Replace the bullet that begins "Do no perform construction..." with the following bullet:*

Do not perform construction within 1,000 feet of an occupied dwelling on Sundays, legal holidays, or between the hours of 9:00 p.m. and 7:00 a.m. on other days, without the approval of the Engineer.

(Wilsonville 2018)

00290.34 Protection of Fish and Fish Habitat - *Add the following paragraph:*

Meet with the Agency Natural Resource Specialist, Project Manager, and inspector on site, before moving equipment on-site or beginning any work near sensitive biological sites, to ensure that all parties understand the locations of such sites and the measures that are required to be taken to protect them.

(Street Lighting 2020)

00290.90 Payment – *replace with the following:*

Incidental Basis – When the contract schedule of items does not indicate payment for Environmental Protection, all Environmental Protection will be considered incidental and no separate payment will be made.

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00310.41(c) Removal Work: Drainage Structures - *Replace the sentence that begins "Remove drainage structures..." with the following sentence:*

Remove drainage structures, such as box culverts, down to a depth 4 feet below ground, slope or waterway bed and rubblize and/or perforate structure base to prevent entrapment of water.

(Wilsonville 2018)

Add the following subsection:

00310.45 Resurfacing in Connection with Removal

Perform resurfacing in connection with removal of structures and obstructions, unless otherwise specified, according to 00495.

SECTION 00950 – REMOVAL OF ELECTRICAL SYSTEMS

Comply with Section 00950 of the Standard Specifications modified as follows:

(Wilsonville 2018)

00950.40 General - *Add the following paragraph:*

Where applicable, coordinate all electrical work with Portland General Electric (PGE). Obtain all electrical permits at no expense to the Agency and schedule inspections with county electrical inspectors. Supply copies of the permit to the Engineer prior to start of electrical work.

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

(Street Lighting LED Conversion 2020)

00960.01 Regulations, Standards, and Codes - *Replace the paragraph that begins "Wherever reference is made..." with the following paragraph:*

Use the code, order, or standard in effect on the date the Project is advertised unless otherwise shown.

Add the following subsection:

(ODOT 2020)

00960.02 Equipment List and Drawings - *Replace this subsection with the following subsection:*

00960.02 Equipment List and Drawing Submittals - Within 30 Calendar Days after execution of the Contract, submit two copies of the Blue Sheets (see 00160.00) and two copies of the Green Sheets (see 00160.00) according to 00150.37 for all materials the Contractor proposes to install. Blue Sheets and Green Sheets will be made available to the Contractor by the Engineer.

Fill out the Blue Sheets and Green Sheets based on the Project requirements. Check off all pre-approved items to be used on the Project. When proposing write-in items, check off the box under "Write-in items" and follow

the instructions. Use the current version of the Blue Sheets and Green Sheets that is in effect on the date of Advertisement.

Within 14 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as "approved", "approved as noted", or "returned for correction". Do not proceed with the Work before receiving written approval of the submittals from the Engineer.

No luminaire fixture substitutions will be allowed.

Add the following subsection:

(ODOT 2020)

00960.03 Permits – Provide the Engineer with copies of all required electrical permits prior to performing any work.

(Street Lighting LED Conversion 2020)

00960.30 Licensed Electricians

Comply with Section 00960.30 of the Standard Specifications.

Add the following subsection:

(Street Lighting LED Conversion 2020)

00960.31 Journeyman Lineman –

Every person engaged in work on NESC street lights or work within the NESC Communications Worker Safety Zone (CWSZ) or Supply Space shall be certified Journeyman Linemen who has successfully completed the apprenticeship program of the Oregon State Apprenticeship and Training Council, and are thus capable of performing as Qualified Workers as described in 29 CFR 1910.269. Submit documentation demonstrating Contractor's Qualified Worker training program or employee certifications to the Engineer prior to performing any work. Contractor employees who are not appropriately certified or licensed will not be allowed to perform work.

(ODOT 2020)

00960.41 Excavation: – *Replace this subsection with the following subsection:*

00960.41 Excavation:

Remove and replace sidewalks, curbs, paved surfaces, and other materials as needed. Replace and finish all surfaces to correspond with the existing surfaces. Restore all disturbed landscaping and underground systems to original condition.

Excavate trenches, foundations, and junction boxes to locations, Neat Lines, grades and Cross Sections as shown or as established or approved. Furnish, place, and remove any shoring required to prevent caving of walls.

Dispose of all excavated Materials according to 00290.20.

(ODOT 2020)

00960.44 Junction Boxes - *Delete this subsection.*

(ODOT 2020)

00960.45 Cable and Wire - *Delete this subsection.*

(ODOT 2020)

00960.46 Wiring Practices - *Delete this subsection*

(ODOT 2020)

00960.47 Wood Poles - *Delete this subsection.*

(ODOT 2020)

00960.48 Coating - *Delete this subsection.*

(ODOT 2020)

00960.49 Electrical Service - *Delete this subsection.*

Add the following subsection:

(ODOT 2020)

00960.60 Maintenance, Operation and Power Costs - The Agency will continue normal maintenance and operations of the existing systems including the furnishing of electrical energy. Do not use for construction purposes electrical energy billed to the Agency or other agencies.

Add the following subsection:

(ODOT 2020)

00960.71 As-Built Plans - Upon completion of the installation, submit a red-lined copy of the original Plans noting all changes made. The information furnished shall include all modifications made and shall represent the material installed and in operation. It shall be sufficiently detailed to enable maintenance forces to replace or repair any part of the Project under routine or emergency maintenance by direct reference.

SECTION 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS

Comply with Section 00962 of the Standard Specifications modified as follows:

(ODOT 2020)

00962.46(j)(2)(d) Final Tightening - *In the table, replace the words "ASTM A325" with the words "ASTM F3125, Grade A325"*

(ODOT 2020)

00962.46(j)(3) Bolt Inspection - *Replace the sentence that begins "The installation will be rejected if..." with the following sentence:*

The installation will be rejected if the geometry does not satisfy the requirements of 02560.05.

SECTION 00970 - HIGHWAY ILLUMINATION

Comply with Section 00970 of the Standard Specifications modified as follows:

00970.45 LED Luminaires - *Replace the sentence that begins "Install LED luminaires as shown ..." with the following:*

(Street Lighting LED Conversion 2020)

Group LED Installation - Work performed under this process shall be done on a block by block basis in a geographically successive order using project plans. The work involves removing an existing HPS luminaire and photocell, repairing a pole and arm as necessary, installing a new LED luminaire and photocell and repeating the process until all of the identified HPS luminaires are replaced. All LED luminaires shall be installed according to the manufacturer's instructions. After replacing the HPS luminaire with LED luminaires the Contractor will test operation of the streetlights. Work includes, but may not be limited to:

1. Coordinate and schedule any needed power disconnections and reconnections with PGE for pole replacement locations. Other fixture replacements are expected to be performed while the system is energized.
2. Provide traffic control.
3. Identify the pole location and verify map and pole number, update database if needed.
 - a. If luminaire is already LED, make a note to report to City representative and skip to the next location.
 - b. If luminaire arm is missing or incompatible with new luminaire, make a note to report to City representative and skip to the next location.
4. Prepare and test LED luminaire and photocontrol for installation. Scan LED luminaire bar code.
5. Perform safety check:
 - a. Check for primary and secondary power lines and transformer if present to determine the best approach for the luminaire and luminaire arm.
 - b. Check tree/vegetation. If tree vegetation is obstructing the streetlight, make a note to report to City representative and skip to the next location.
 - c. Check supply line to the streetlight ensuring the drip loop is not touching any other wires or equipment. If touching other equipment or violating NESC rule make adjustment if necessary, note work done in daily report form.
6. Check luminaire arm for structural integrity (e.g., if bolts are loose, tighten the bolts) and compatibility with replacement fixture. If luminaire arm and/or wind rod is damaged, non-repairable or incompatible make a note to report to City representative and skip to the next location.
7. Check line voltage to the luminaire, update database if necessary.
8. Remove existing HPS luminaire.
9. If pole replacement has been directed by City, remove existing pole and install new pole at same location utilizing existing junction box.
10. Install LED luminaire and Photocontrol.
11. Confirm successful operation of the luminaire.
12. Note wattage of removed HPS luminaire and LED replacement model. Prepare and store removed luminaire for recycling.
13. Utilize a main vehicle (bucket truck) equipped with Type D Arrow Board for mobile operation.
14. Comply with applicable environmental laws and regulations regarding handling of hazardous substances and take appropriate measures to ensure the safe handling of such materials as may be encountered in the performance of the Contract.
15. Reinstall existing signs on new poles as noted in the Plans.

Add the following subsection:

(Street Lighting LED Conversion 2020)

00970.47 House Side Shields – Install house side shields (estimated quantity, 100) on LED luminaires as shown or directed in the project plans and according to manufacturer requirements.

(Street Lighting LED Conversion 2020)

00970.80 Measurement - *Replace the sentence that begins "No measurement of quantities..." with the following:*

No measurement of quantities will be made for Work performed under this Section, except for the pay item "House Side Shields". House side shields will be measured on the unit basis, for each luminaire where a house side shield system is required.

(Street Lighting LED Conversion 2020)

00970.90 Payment - *Replace the sentence that begins "Item (b) includes all poles and arms..." with the following:*

Add the following pay item:

- (f) House Side Shields.....Each

Add the following sentences:

Item (b) includes all poles, arms and pole foundations, if required, for lighting poles.

Item (c) includes furnishing and installing all luminaires, lamps, and ballasts, and installing house side shields where directed.

Item (f) includes furnishing all house side shields and delivering to the City of Wilsonville. Coordinate delivery with City inspector.

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

Add the following subsection:

(ODOT 2020)

02560.05 Geometry - Bolt or rod length used shall be such that the end of the bolt or rod extends beyond or is at least flush with the outer face of the nut when properly installed.

(ODOT 2020)

02560.10(b) Nuts– *Replace this subsection, except for the subsection number and title, with following:*

Nuts for carbon steel bolts shall conform to the requirements of the following, or equivalent:

Plain (Noncoated) Bolts:

- 1/4" - 1 1/2" - ASTM A563, Grade A, hex
- Over 1 1/2" - 4" - ASTM A563, Grade A, heavy hex

Galvanized Bolts:

- All - ASTM A563, Grade A, C, D, or DH, heavy hex

(ODOT 2020)

02560.20(a) Bolts – *Replace this subsection, except for the subsection number and title, with following:*

High-strength bolts used in noncoated weathering steel connections shall be Type 3. High-strength bolts shall conform to the requirements of the following:

Heavy Hex Head:

- ASTM F3125, Grade A325

Twist-Off:

- ASTM F3125, Grade F1852

(ODOT 2020)

02560.20(b) Nuts – *Replace this subsection, except for the subsection number and title, with following:*

Nuts for high-strength bolts shall conform to the requirements of the following, or equivalent:

Type 1 Plain (Noncoated) Bolts:

- All - Heavy hex ASTM A563, Grade C, D, or DH

Type 1 Galvanized Bolts:

- All - Heavy hex ASTM A563, Grade DH

Type 3 Bolts:

- All - Heavy hex ASTM A563, Grade C3 or DH3

(ODOT 2020)

02560.20(f) Lock-Pin and Collar Fasteners - *Delete this subsection.*

(ODOT 2020)

02560.30(c) Nuts – *Replace this subsection, except for the subsection number and title, with following:*

Nuts for tie rods, anchor bolts, and anchor rods shall conform to the requirements of the following, or equivalent:

Plain Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy hex ASTM A563, Grade A

Galvanized Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy hex ASTM A563, Grade A, C, D, or DH

Plain Or Galvanized High-Strength Tie Rods, Anchor Bolts, or Anchor Rods:

- All - Heavy hex ASTM A563, Grade DH

(ODOT 2020)

02560.40 Galvanizing and Coating - *Replace this subsection with the following subsection:*

(ODOT 2020)

02560.40 Galvanizing and Coating:

(a) High Strength Fasteners - When specified, hot-dip galvanize Grade A325 fasteners or mechanically deposit zinc to Grade F1852 fasteners according to ASTM F3125.

(b) Tie Rods, Anchor Bolts, Anchor Rods and Carbon Fasteners - Hot-dip galvanize, tie rods, anchor bolts, anchor rods, nuts, washers and carbon fasteners according to ASTM F2329 as appropriate to the product.

Overtap nuts for galvanized fasteners, galvanized tie rods, galvanized anchor bolts, and galvanized anchor rods according to ASTM A563.

Measure the zinc thickness on the wrench flats or top of bolt head of galvanized bolts and on the wrench flats of galvanized nuts.

(c) Direct Tension Indicators – When specified, apply mechanically deposited zinc according to ASTM F959.

(d) Repair of Hot-Dip Galvanizing - Repair damaged hot-dip galvanizing according to ASTM A780. Minimum zinc content for Method A2 is 94 percent on the dry film.

(ODOT 2020)

02560.60(b) Other Test Requirements - *In the paragraph that begins "Wedge test all bolts according..." replace the words "AASHTO M 164 (ASTM A325)" with the words "ASTM F3125, Grade A325 or Grade F1852".*

(ODOT 2020)

02560.70 Lubricating Fasteners - *Replace this subsection, except for the subsection number and title, with following:*

Furnish all galvanized and coated fasteners with a factory applied commercial water-soluble wax that contains a visible dye of a color that contrasts with the color of galvanizing or coating. Black fasteners shall be "oily" to the touch when installed.

Field lubricate galvanized bolts in tapped holes, galvanized anchor rods, and galvanized tie rods with a lubricant from the QPL. Apply lubricant to threads and to bearing surfaces that will turn during installation.

Protect fasteners from dirt and moisture at the Project site.

Retest heavy hex head fasteners that do not pass the field rotational capacity test. Clean and relubricate heavy hex head fasteners with a lubricant from the QPL prior to retesting.

Relubrication of Twist-Off fasteners is not permitted.

SECTION 02926 - HIGHWAY ILLUMINATION MATERIALS

Comply with Section 02926 of the Standard Specifications modified as follows:

(ODOT 2020)

02926.54(c) Submittals - Replace the paragraph that begins "Within 21 Calendar Days..." with the following paragraph:

Within 21 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as "approved", "approved as noted", or "returned for correction". Do not begin LED luminaire installation before receiving written approval of submittals from the Engineer.

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Appendix A – Plans and Details

- Plans and details bound separately -

CITY OF WILSONVILLE, OREGON

Street Lighting LED Conversions

Phase 1

CIP #4722



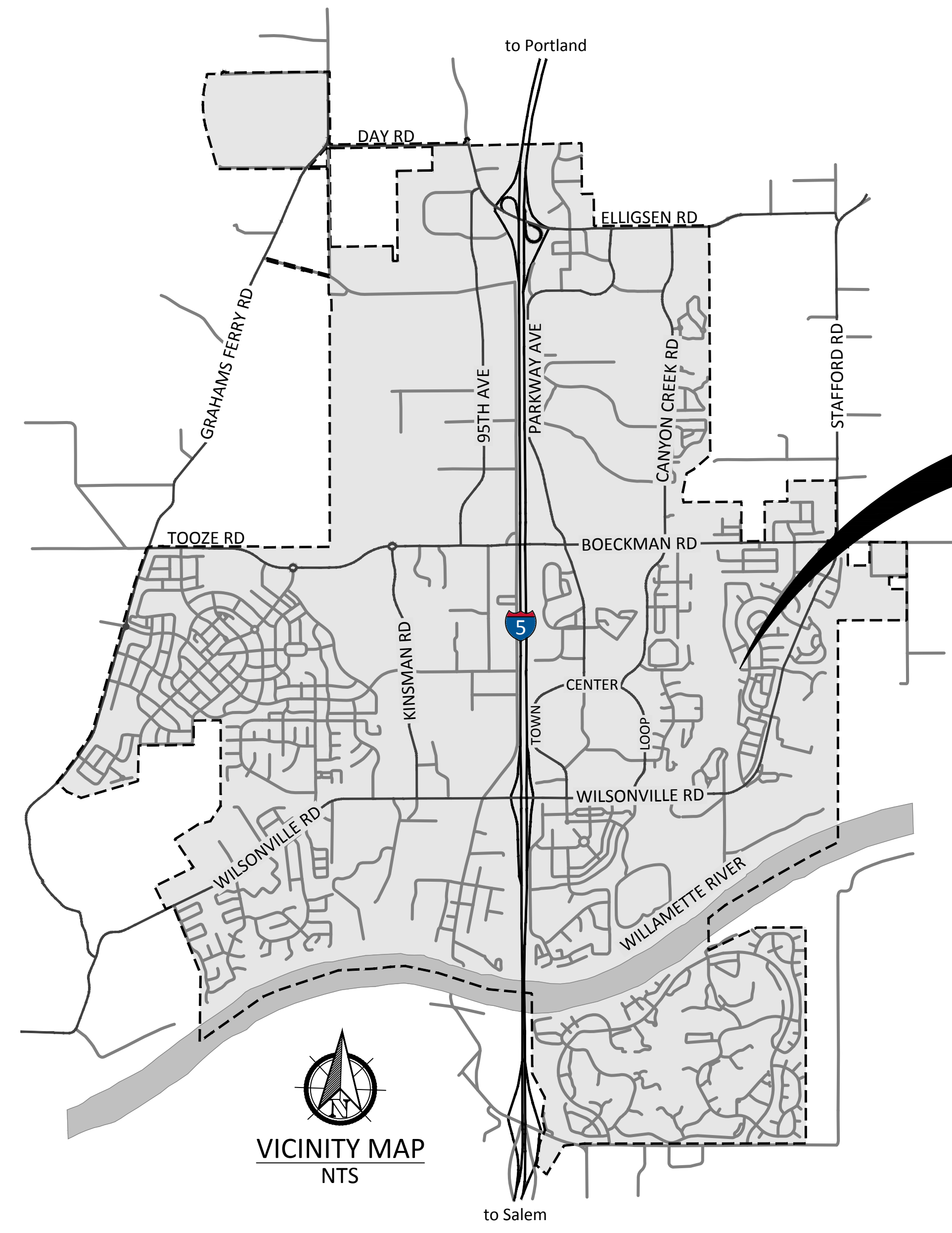
INDEX OF DRAWINGS

GENERAL

1	G-1	INDEX OF DRAWINGS AND VICINITY MAP
2	G-2	GENERAL NOTES

CIVIL

3	C-1	LUMINAIRE TEMPLATES
4	C-2	TYPICAL ARTERIAL
5	C-3	TYPICAL COLLECTOR
6-19	C-4/17	PHASE 1
20	C-18	WILSONVILLE ROAD POLE REPLACEMENT



PROJECT SITE

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE OREGON UTILITY NOTIFICATION CENTER AT 503-232-1987.

Project Contacts

Project Manager
Martin Montalvo, P.E.
Project Engineer
503-570-1560 (office)
montalvo@ci.wilsonville.or.us

Project Inspector
Martin Montalvo, P.E.
Project Engineer
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montalvo@ci.wilsonville.or.us

Utility Contacts

Street Lighting
Portland General Electric
Aroun Xaybanha
503-849-7477 (office)
Kevin Muck
360-281-8851 (office)

Power
Portland General Electric
Service Desk
503-323-6700

REVISIONS



City of Wilsonville
Engineering Division
29799 SW Town Center Loop East
Wilsonville, OR 97070
Phone 503-682-4960



Date	July 2020
Scale	As Shown
Designed By	AJR
Drawn By	AJR
Checked By	JMG

**STREET LIGHTING LED CONVERSIONS
COVER SHEET**

CIP #	4722
PROJECT #	
SHEET #	1 of 20

888 SW 5TH AVENUE, SUITE 1170
PORTLAND, OREGON 97204
P 503.225.9010

DRAWING FILE: \\aed.msa-ep.com\Portland\PD\Projects\19\2689 - Wilsonville - Street Lighting LED Conversions\CAD\Sheets\PHASE 1\19-2689-GENERAL-Pl.dwg
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GENERAL CONSTRUCTION NOTES

1. CONSTRUCTION OF NEW FACILITIES OR IMPROVEMENTS TO EXISTING FACILITIES WITHIN PUBLIC RIGHT OF WAY OR EASEMENTS SHALL BE IN CONFORMANCE WITH THE 2017 CITY OF WILSONVILLE PUBLIC WORKS STANDARDS, THE 2018 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, AND OTHER STANDARDS AND REQUIREMENTS AS SPECIFIED IN THE CONTRACT DOCUMENTS.
2. CONTRACTOR SHALL PROVIDE THE CITY WITH A 24-HOUR NOTICE PRIOR TO STARTING WORK WITHIN PUBLIC RIGHT OF WAY OR EASEMENTS.
3. THE CONTRACTOR SHALL KEEP A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE PROJECT SITE AT ALL TIMES DURING THE CONSTRUCTION PHASE.
4. ALL WORK WITHIN PUBLIC RIGHT OF WAY AND EASEMENTS REQUIRES A PUBLIC WORKS PERMIT. A COPY OF THE PUBLIC WORKS PERMIT WITH ALL ATTACHMENTS, A COPY OF THE APPROVED CONSTRUCTION PLANS, AND ALL AMENDMENTS SHALL BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES.
5. WHERE NOTES OR DETAILS CONFLICT WITH ONE ANOTHER, THE CONTRACTOR SHALL ADHERE TO THE MORE STRINGENT REQUIREMENT.

INSPECTION AND MATERIAL COMPLIANCE

1. CONTRACTOR IS RESPONSIBLE FOR MAKING ARRANGEMENTS FOR INSPECTION AND TESTING. CITY RESERVES THE RIGHT TO DIRECT TESTING AGENCY ON FREQUENCY OF TESTING.
2. THE CONTRACTOR SHALL NOTIFY THE CITY INSPECTION DEPARTMENTS 24 HOURS PRIOR TO REQUIRED INSPECTIONS. CONSTRUCTION CONCEALED WITHOUT THE REQUIRED INSPECTION SHALL BE SUBJECT TO EXPOSURE AT THE CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER FORTY-EIGHT (48) HOURS PRIOR TO ANY STAGED INSPECTION.
4. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE ALL EARTHWORK, TRENCH BACKFILL, ROAD CONSTRUCTION COMPACTION TESTS, AND GEOTECHNICAL REVIEWS WITH THE PROJECT'S GEOTECHNICAL ENGINEER.
5. ANY INSPECTION/OBSERVATION BY THE PROJECT ENGINEER OR PROJECT INSPECTORS SHALL NOT, IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN COMPLIANCE WITH THE APPLICABLE CODES, REGULATIONS, CITY STANDARDS, ENGINEERING PLANS, AND PROJECT CONTRACT DOCUMENTS.
6. AT LEAST ONE COMPACTION TEST SHALL BE PERFORMED FOR EVERY 50 LINEAR FEET OF UTILITY TRENCH BACKFILLED OR AS CALLED FOR IN THE PROJECT SPECIFICATIONS.
7. THE PROJECT OR CITY ENGINEER MAY, AT THEIR DISCRETION, REQUIRE PROVISION OF TESTS AND/OR REPORTS FROM THE CONTRACTOR TO VALIDATE CLAIMS OF MATERIAL OR CONSTRUCTION ADEQUACY/COMPLIANCE. SUCH TESTS AND REPORTS SHALL BE PROVIDED AT THE CONTRACTOR'S EXPENSE.

TRAFFIC CONTROL

1. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE TRAFFIC CONTROL ALONG EXISTING PUBLIC ROADS IN CONFORMANCE WITH THE LATEST EDITION OF "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", "OREGON SUPPLEMENTS", AND CITY REQUIREMENTS. THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN LOCAL ACCESS FOR HOMEOWNERS ALONG THE PROJECT SITE. THE CONTRACTOR SHALL PROVIDE A PROJECT SPECIFIC TRAFFIC CONTROL PLAN, APPROVED BY THE CITY, AND AVAILABLE ON THE PROJECT SITE IF WORK IS PERFORMED WITHIN THE PUBLIC RIGHT OF WAY.

2. PUBLIC ROADWAYS SHALL NOT BE CLOSED TO TRAFFIC, AT ANY TIME, WITHOUT HAVING FIRST OBTAINED WRITTEN APPROVAL FROM THE CITY OR JURISDICTION HAVING AUTHORITY. THE CONTRACTOR IS RESPONSIBLE FOR PROVISION OF TIMELY NOTIFICATION OF TRAFFIC FLOW DISRUPTIONS TO AREA WIDE EMERGENCY SERVICES.
3. TRAFFIC CONTROL DEVICES, FLAG PERSONS, ETC., SHALL BE IN PLACE PRIOR TO INITIATION OF CONSTRUCTION WORK AND SHALL BE EFFECTIVELY MAINTAINED.

RECORD DRAWINGS

1. THE CONTRACTOR SHALL KEEP LEGIBLE AS-BUILTS THROUGHOUT CONSTRUCTION, AND NOTE ANY DEVIATION FROM THESE PLANS. AS-BUILTS, ALL TESTING RESULTS, O&M MANUALS, AND WARRANTY CARDS SHALL BE PROVIDED TO THE ENGINEER PRIOR TO REQUESTING THE PUNCHLIST WALK THROUGH.

SAFETY

1. CONTRACTOR SHALL COMPLY WITH ALL SAFETY REGULATIONS SET FORTH BY OSHA, THE STATE OF OREGON, AND THE CITY OF WILSONVILLE. ANY OPEN TRENCH SHALL BE FLAGGED OFF AND PLATED IF IT IS TO REMAIN OPEN OVERNIGHT, OR IF IT IS IDLE FOR MORE THAN ONE (1) HOUR. SHORING WILL BE REQUIRED IN ACCORDANCE WITH THE REGULATIONS SET FORTH BY OSHA. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY ALL OPERATORS, LABORERS, INSPECTORS, ENGINEERS, SUBCONTRACTORS, VENDORS, DELIVERY DRIVERS, AND ANY OTHER PERSONNEL WHO MAY BE ON SITE AT ANY TIME OF ANY HAZARDOUS CONDITIONS TO LIFE, HEALTH OR PROPERTY, AND SHALL KEEP ON-SITE ADDITIONAL SAFETY CLOTHING SUCH AS HARD HATS, SAFETY VESTS, SAFETY GOGGLES AND EAR PROTECTION FOR THE USE OF SAID PERSONNEL WHILE ON-SITE.
2. ALL SURVEY MONUMENTS ON THE SUBJECT SITE, OR THAT MAY BE SUBJECT TO DISTURBANCE WITHIN THE CONSTRUCTION AREA, OR THE CONSTRUCTION OF ANY OFF-SITE IMPROVEMENTS SHALL BE ADEQUATELY REFERENCED AND PROTECTED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITY. IF THE SURVEY MONUMENTS ARE DISTURBED, MOVED, RELOCATED, OR DESTROYED AS A RESULT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL, AT ITS COST, RETAIN THE SERVICES OF A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF OREGON TO RESTORE THE MONUMENT TO ITS ORIGINAL CONDITION AND FILE THE NECESSARY SURVEYS AS REQUIRED BY OREGON STATE LAW. A COPY OF ANY RECORDED SURVEY SHALL BE SUBMITTED TO THE CITY.

PRE-CONSTRUCTION CONFERENCE

1. BEFORE INITIATING ANY CONSTRUCTION ACTIVITY, THERE SHALL BE A PRECONSTRUCTION CONFERENCE BETWEEN PRINCIPAL REPRESENTATIVES OF THE CITY, THE ENGINEER, THE CONTRACTOR, AND CRITICAL SUBCONTRACTORS. THE CONTRACTOR SHALL PRESENT A LIST OF SUBCONTRACTORS, A PROJECT SCHEDULE, A TRAFFIC CONTROL PLAN, AND CONTACT INFORMATION FOR THE PROJECT SUPERINTENDENT AND FOREMAN.
2. WORK PROVIDED FOR UNDER THE PERMIT SHALL INCLUDE REPAIR OF EXISTING FACILITIES (ROADS, DITCHES, ETC.) AS MAY BE NECESSARY, IN THE PROJECT ENGINEER'S OPINION, TO OVERCOME DETERIORATION OR DAMAGE WHICH OCCURRED IN CONJUNCTION WITH THE WORK AUTHORIZED BY THE PERMIT. CORRECTIVE WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
3. MAINTENANCE OF THE WORK AREA AND APPROACH ROADS IS THE RESPONSIBILITY OF THE CONTRACTOR. THE WORK AREA AND APPROACH ROADS SHALL BE MAINTAINED IN A CLEAN AND SANITARY CONDITION, FREE FROM OBSTRUCTIONS, HAZARDS, DEBRIS, AND TRASH AT ALL TIMES.

PROJECT SITE CLEANLINESS

1. ALL EQUIPMENT AND MATERIALS USED AT THE SITE WILL BE CLEANED PRIOR TO ARRIVAL AT THE SITE TO AVOID TRANSPORT OF EXOTIC/INVASIVE SPECIES TO THE SITE. EQUIPMENT AND DEBRIS WILL BE CLEANED AT A NEARBY UPLAND FACILITY AFTER WORK HAS BEEN COMPLETED TO AVOID TRANSPORTING EXOTIC/INVASIVE SPECIES AWAY FROM THE WORK SITE.
2. THE SPREADING OF MUD OR DEBRIS OR STORAGE OF MATERIAL OR EQUIPMENT OF ANY KIND UPON ANY PUBLIC ROADWAY IS STRICTLY PROHIBITED AND VIOLATION SHALL BE CAUSE FOR IMMEDIATE SUSPENSION OF THE PERMIT. THE PROJECT ENGINEER AND/OR THE CITY MAY AT ANY TIME ORDER IMMEDIATE CLEAN UP AND STOPPAGE OF WORK TO ACCOMPLISH CLEAN UP.
3. PRIOR TO FINAL ACCEPTANCE AND PAYMENT, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ADJACENT AREAS OF ANY DEBRIS, DISCARDED ASPHALTIC CONCRETE MATERIAL, OR OTHER ITEMS DEPOSITED BY THE CONTRACTOR'S PERSONNEL DURING PERFORMANCE OF THE CONTRACT.

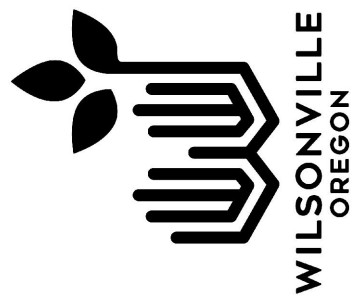
RESTORATION

1. PROPERTY DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE SEEDED. SHRUBS, FLOWERS, BARK DUST, EXISTING SIGNS, PAVEMENT MARKINGS, MAILBOXES, ETC., DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE RE-ESTABLISHED, REINSTALLED OR REPLACED, WITH LIKE KIND AND MATERIAL.

REVISIONS



City of Wilsonville
 Engineering Division
 29799 SW Town Center Loop East
 Wilsonville, OR 97070
 Phone 503-682-4960



Date: July 2020
 Scale: As Shown
 Designed By: AJR
 Drawn By: AJR
 Checked By: JMG

STREET LIGHTING LED CONVERSIONS
GENERAL NOTES

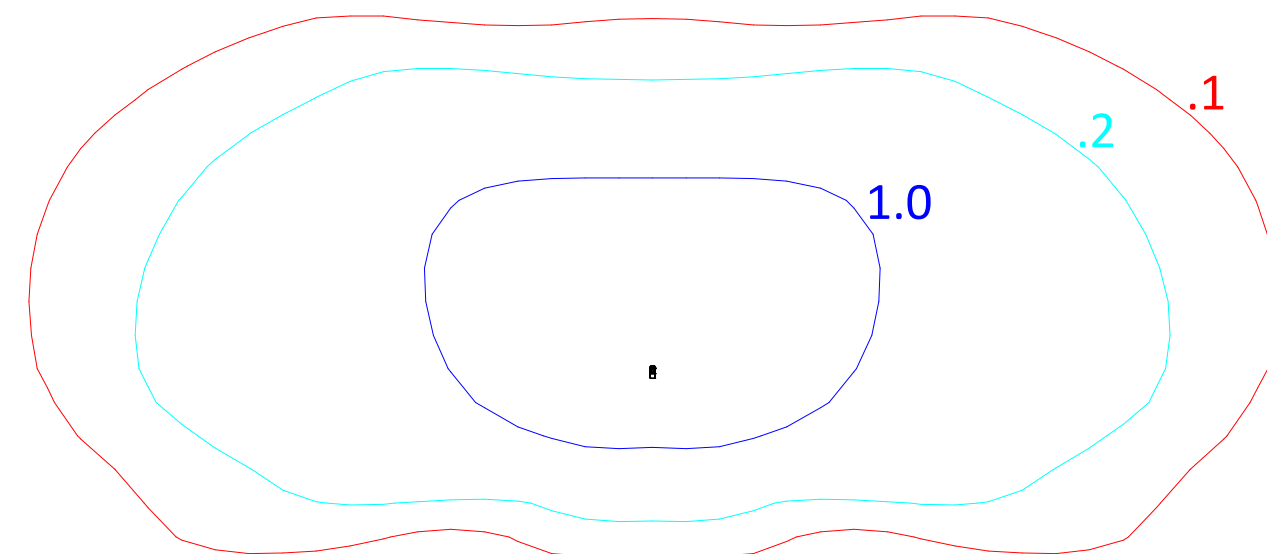
CIP # 4722
 PROJECT #
 SHEET #
 2 of 20



ISO-FOOTCANDLE TEMPLATES* FOR PROJECT LUMINAIRES

LED COBRAHEAD - LARGE

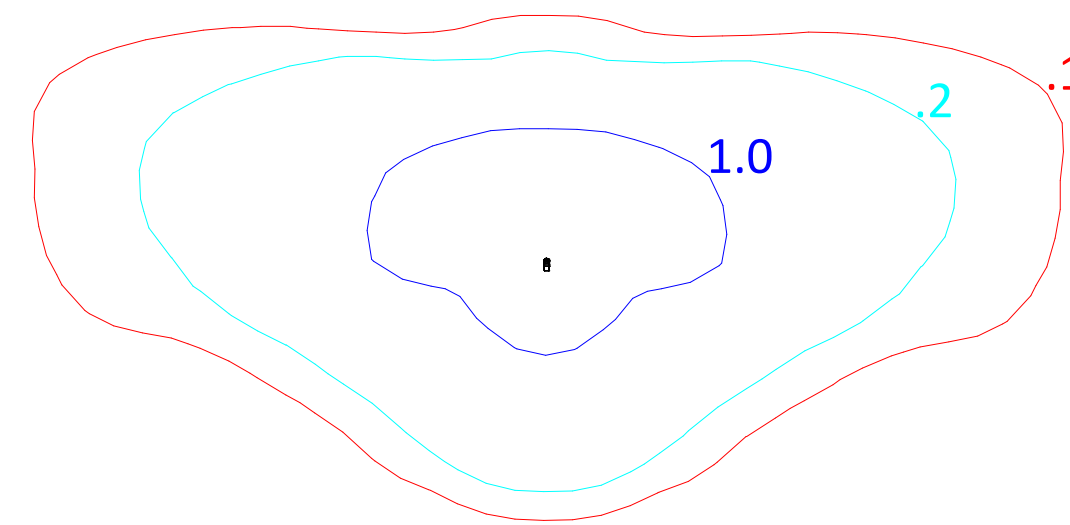
LEOTEK GCL J SERIES



CATALOG NUMBER: GCL1-80J-MV-30K-3R-XX-195-PCR7-RWG-WL-FOC
 WATTAGE: 132W
 LUMENS: 19,448

LED COBRAHEAD - MEDIUM

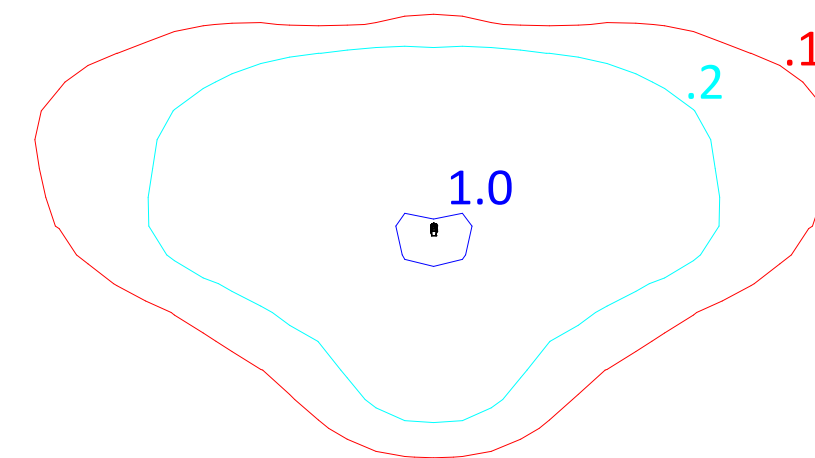
LEOTEK GCM J SERIES (OPTION 1, ASSUMED PGE PREFERRED)



CATALOG NUMBER: GCM1-60J-MV-30K-2R-XX-110-PCR7-RWG-WL-FOC
 WATTAGE: 72W
 LUMENS: 10,999

LED COBRAHEAD - SMALL

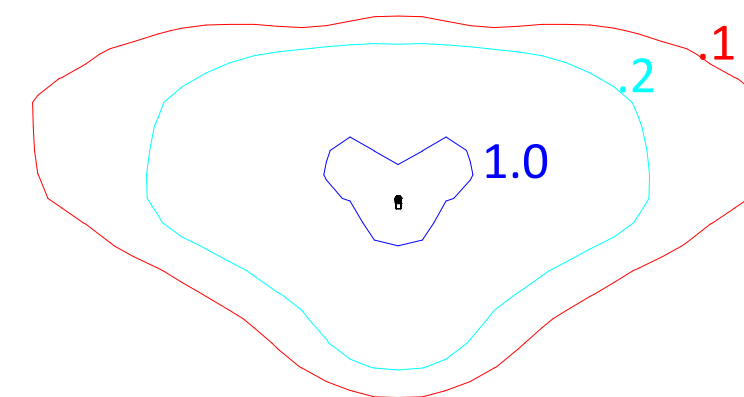
LEOTEK GCJ J SERIES



CATALOG NUMBER: GCJ1-30J-MV-30K-2R-XX-050-PCR7-RWG-WL-FOC
 WATTAGE: 34W
 LUMENS: 5,225

LED COBRAHEAD - EXTRA SMALL

LEOTEK GCJ J SERIES



CATALOG NUMBER: GCJ1-30J-MV-30K-2R-XX-040-PCR7-RWG-WL-FOC
 WATTAGE: 27W
 LUMENS: 4,058

GENERAL NOTE

* ISO-FOOTCANDLE TEMPLATES ARE COMPOSED OF LINES OF EQUAL ILLUMINANCE (AT 0.1 fc, 0.2fc, and 1.0 fc) SURROUNDING A SINGLE LUMINAIRE.

1. All cobra head fixtures shall be the standard gray finish "GY" unless otherwise noted on following sheets.

REVISIONS



City of Wilsonville
 Engineering Division
 29799 SW Town Center Loop East
 Wilsonville, OR 97070
 Phone 503-682-4960



Date: July 2020
 Scale: As Shown
 Designed By: HCL
 Drawn By: HCL
 Checked By: JMG

STREET LIGHTING LED CONVERSIONS LUMINAIRE TEMPLATES

CIP # 4722

PROJECT #

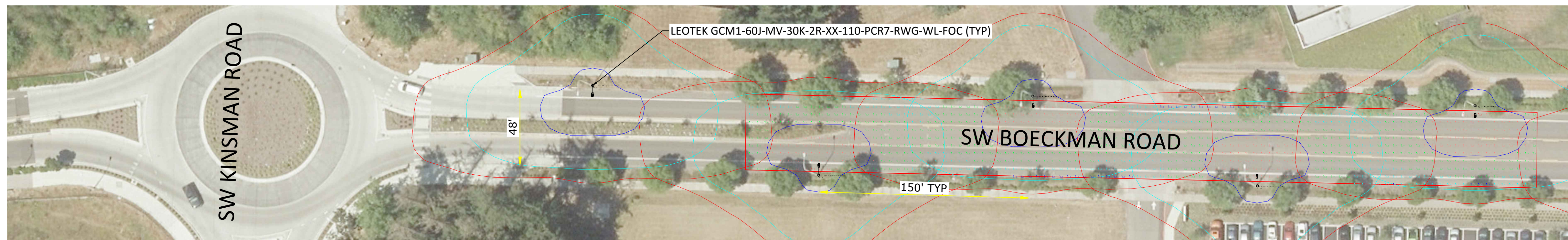
SHEET #

3 of 20



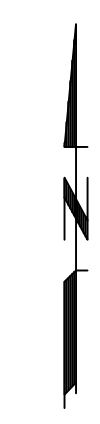
DATE PLOTTED: July 30, 2020 - 10:30am DRAWING FILE: \\vad.msa.epc.com\Portland\PDx_Projects\19\2689 - Wilsonville - Street Lighting LED Conversions\CAD\Sheets\PHASE 1\19-2689-TYPICAL-P1.dwg

TYPICAL CONDITION A1: 46'-50' ARTERIAL W/ COBRAHEADS ON BOTH SIDES AT 35' MH



RECOMMENDED REPLACEMENT: 72W LEOTEK GCM1

PLAN
SCALE: 1"=40'

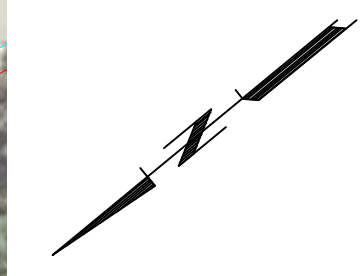


TYPICAL CONDITION A2: 46'-50' ARTERIAL W/ COBRAHEADS ON BOTH SIDES AT 30' MH

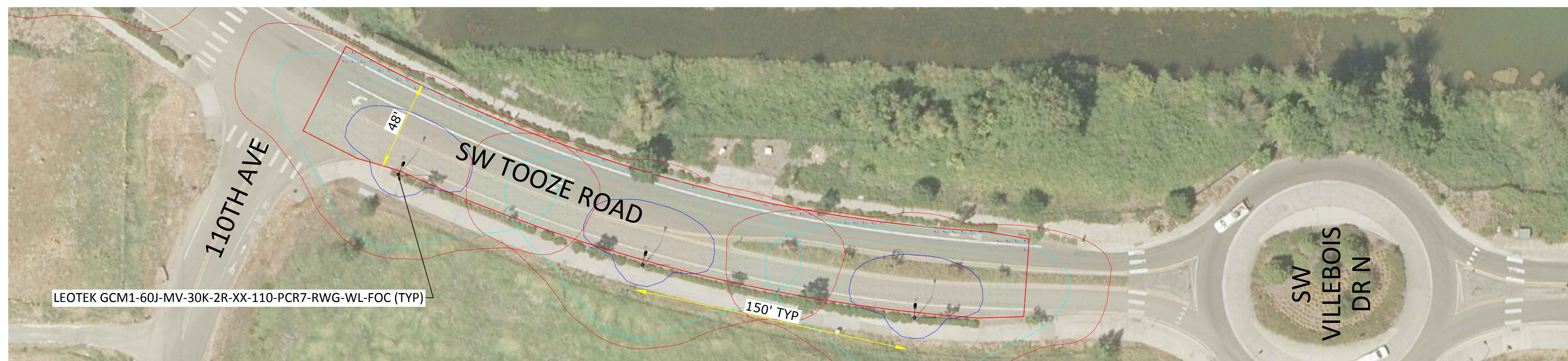


RECOMMENDED REPLACEMENT: 132W LEOTEK GCL1

PLAN
SCALE: 1"=40'

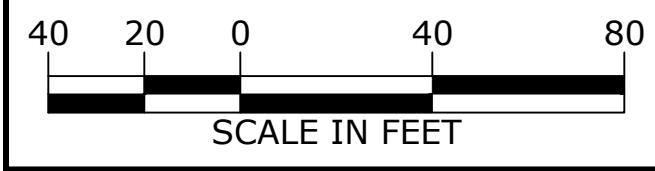


TYPICAL CONDITION A3: 46'-50' ARTERIAL W/ COBRAHEADS ON ONE SIDE AT 30' MH



RECOMMENDED REPLACEMENT: 72W LEOTEK GCM1

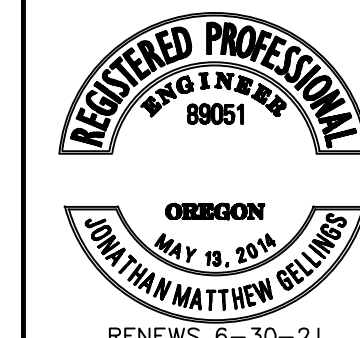
PLAN
SCALE: 1"=40'



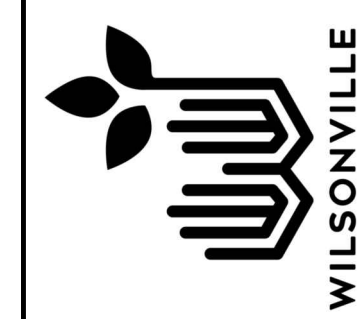
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DATE PLOTTED: July 30, 2020 - 10:31am

REVISIONS



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Engineering Division
29799 SW Town Center Loop East
Wilsonville, OR 97070
Phone 503-682-4960



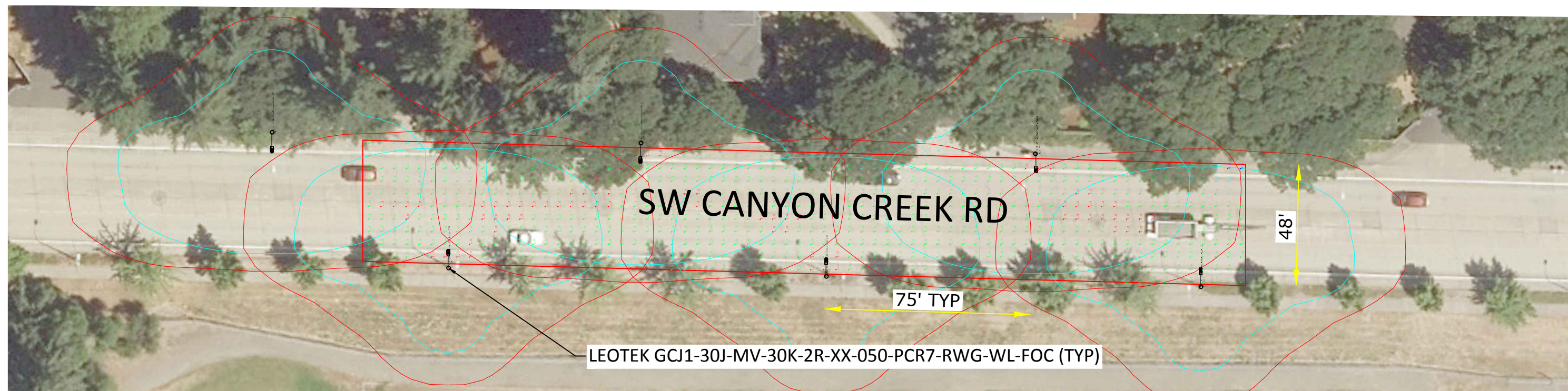
Date: July 2020
Scale: As Shown
Designed By: HCL
Drawn By: HCL
Checked By: JMG

**STREET LIGHTING LED CONVERSIONS
REPRESENTATIVE ARTERIALS**

CIP # 4722
PROJECT #
SHEET #
4 of 20



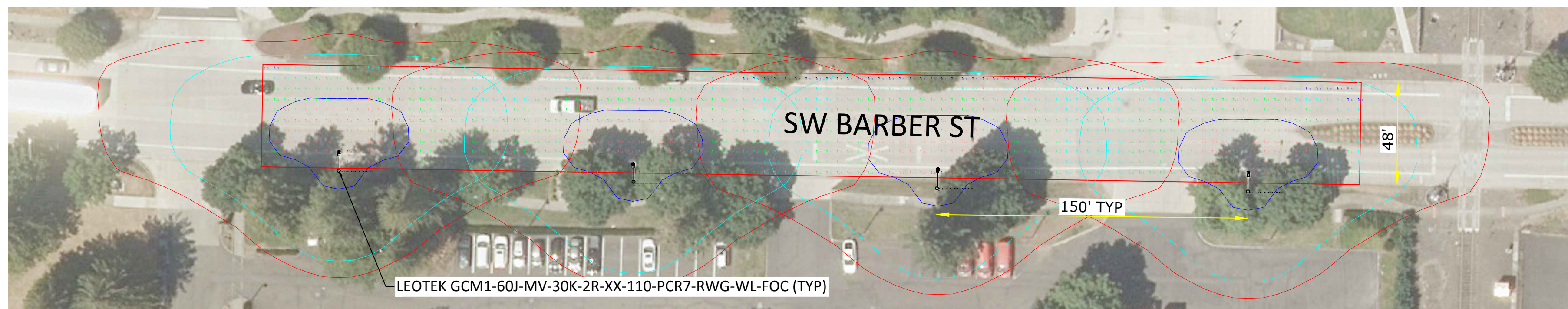
TYPICAL CONDITION C1: 46'-50' COLLECTOR W/ COBRAHEADS ON BOTH SIDES AT 35' MH



RECOMMENDED REPLACEMENT: 34W LEOTEK GJ1

PLAN
SCALE: 1"=40'

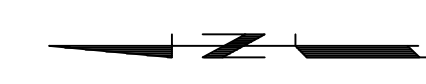
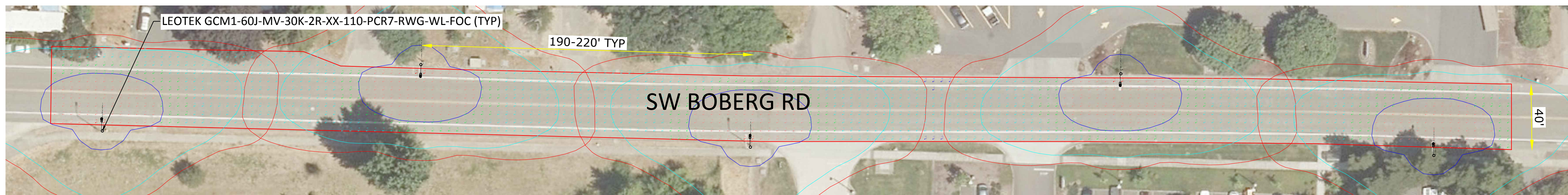
TYPICAL CONDITION C2: 46'-50' COLLECTOR W/ COBRAHEADS ON ONE SIDE AT 35' MH



RECOMMENDED REPLACEMENT: 72W LEOTEK GCM1

PLAN
SCALE: 1"=40'

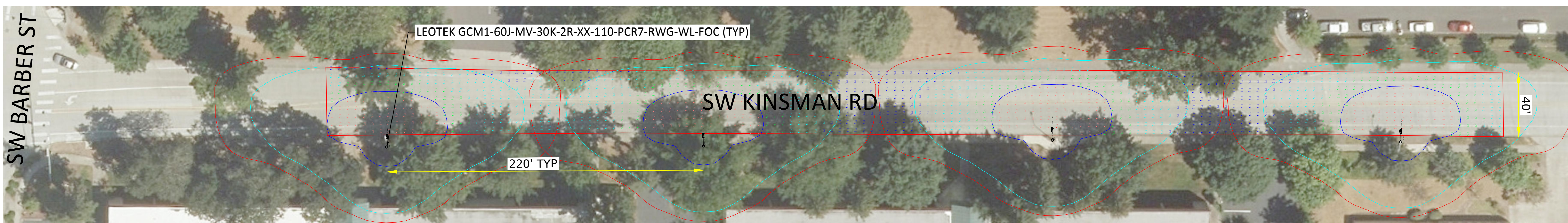
TYPICAL CONDITION C3: 40' COLLECTOR W/ COBRAHEADS ON BOTH SIDES AT 30' MH



RECOMMENDED REPLACEMENT: 72W LEOTEK GCM1

PLAN
SCALE: 1"=40'

TYPICAL CONDITION C4: 40' COLLECTOR W/ COBRAHEADS ON ONE SIDE AT 30' MH



RECOMMENDED REPLACEMENT: 72W LEOTEK GCM1

PLAN
SCALE: 1"=40'



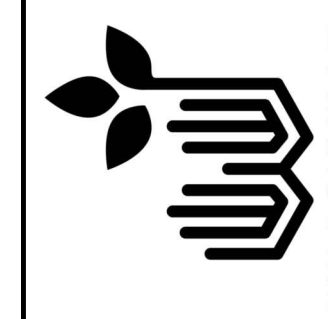
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DATE PLOTTED: July 30, 2020 - 10:34am

REVISIONS



City of Wilsonville
Engineering Division
29799 SW Town Center Loop East
Wilsonville, OR 97070
Phone 503.682.4960



Date July 2020
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Designed By HCL
Drawn By HCL
Checked By JMG

STREET LIGHTING LED CONVERSIONS
REPRESENTATIVE COLLECTORS

CIP # 4722
PROJECT #
SHEET #
5 of 20



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95TH AVENUE Boeckman Road to Boones Ferry Road					
NUMBER	STREET	FUNCTIONAL CLASSIFICATION	REPLACEMENT FIXTURE	STATE PLANE X COORDINATE	STATE PLANE Y COORDINATE
1	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617723.803	617418.1978
2	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617640.313	617302.956
3	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617634.94	617139.8041
4	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617549.325	616987.2769
5	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617548.878	616858.4728
6	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617544.28	616658.1821
7	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617609.65	616370.4767
8	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617613.521	616229.5791
9	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617642.25	616073.039
10	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617685.733	615863.2736
11	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617692.409	615743.7142
12	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617720.279	615169.9065
13	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617668.397	615015.2838
14	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617761.265	614876.0036
15	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617693.325	614724.6883
16	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617779.141	614575.1273
17	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617711.587	614422.5331
18	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617786.403	614329.5384
19	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617712.282	614118.9449
20	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617782.033	613964.9019
21	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617701.876	613767.8944
22	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617772.667	613612.2559
23	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617695.471	613457.6473
24	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617766.284	613308.4865
25	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617685.616	613108.3632
26	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617759.973	612958.3724
27	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617678.93	612809.5843
28	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617750.624	612600.0164
29	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617672.433	612456.5144
30	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617745.187	612299.5715
31	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617665.617	612158.5604
32	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617737.953	611999.8081
33	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617657.754	611861.0292
34	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617602.338	611668.4029
35	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617750.4	611668.1273
36	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617930.447	611664.5801
37	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7618109.307	611661.9905
38	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617635.108	611526.2382
39	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617631.596	611322.6289
40	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617453.516	611245.436
41	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617413.823	611056.5689
42	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617236.036	610979.898
43	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617246.873	610814.7776
44	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617127.215	610667.4127
45	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617214.296	610476.0112
46	95th Ave	Minor Arterial	132W LEOTEK LED COBRA GCL1	7617125.49	610349.9203

FIXTURE QUANTITIES	
REPLACEMENT FIXTURE	QUANTITY
132W LEOTEK LED COBRA GCL1	46

GENERAL NOTE

1. See Sheet 3 - Street Lighting LED Conversions Luminaire Templates for Replacement Fixture Catalog Numbers.
2. Install a House Side Shield on any replacement fixture that is replacing a fixture with an existing House Side Shield.

REVISIONS



City of Wilsonville
Engineering Division
29799 SW Town Center Loop East
Wilsonville, OR 97070
Phone 503.682.4960



Date: July 2020
Scale: As Shown
Designed By: AJR
Drawn By: AJR
Checked By: JMG

**FIXTURE REPLACEMENT
95TH AVENUE**

CIP # 4722
PROJECT #
SHEET #
6 of 20



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BARBER STREET Coffee Lake Drive to Boones Ferry Road					
NUMBER	STREET	FUNCTIONAL CLASSIFICATION	REPLACEMENT FIXTURE	STATE PLANE X COORDINATE	STATE PLANE Y COORDINATE
1	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7615253.28	607272.3635
2	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7615387.622	607393.4006
3	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7615507.544	607457.9062
4	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7615669.086	607504.7867
5	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7615800.783	607512.8173
6	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7616092.709	607414.1864
7	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7616239.25	607406.9787
8	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7616391.387	607402.812
9	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7616526.021	607400.2119
10	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7616675.64	607396.0128
11	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7616894.51	607390.4167
12	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7617041.589	607388.0348
13	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7617187.039	607385.8327
14	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7617358.091	607385.4931
15	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7617512.682	607384.7369
16	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7617629.252	607381.9154
17	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7617803.871	607380.4393
18	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7617925.861	607376.6739
19	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7618066.462	607373.2526
20	Barber St	Major/Minor Collector	72W LEOTEK LED COBRA GCM1	7618215.773	607369.9383

FIXTURE QUANTITIES	
REPLACEMENT FIXTURE	QUANTITY
72W LEOTEK LED COBRA GCM1	20

GENERAL NOTE

1. See Sheet 3 - Street Lighting LED Conversions Luminaire Templates for Replacement Fixture Catalog Numbers.
2. Install a House Side Shield on any replacement fixture that is replacing a fixture with an existing House Side Shield.

REVISIONS



City of Wilsonville
Engineering Division
29799 SW Town Center Loop East
Wilsonville, OR 97070
Phone 503.682.4960



Date: July 2020
Scale: As Shown
Designed By: AJR
Drawn By: AJR
Checked By: JMG

FIXTURE REPLACEMENT
BARBER STREET

CIP # 4722
PROJECT #
SHEET #
7 of 20



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BOECKMAN ROAD Tooze Road to Wilsonville Road					
NUMBER	STREET	FUNCTIONAL CLASSIFICATION	REPLACEMENT FIXTURE	STATE PLANE X COORDINATE	STATE PLANE Y COORDINATE
1*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7613221.503	609723.4452
2*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7613390.163	609685.5007
3*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7613561.247	609736.8724
4*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7613573.474	609646.5082
5*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7613654.735	609761.3491
6*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7613674.727	609650.5581
7*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7613852.356	609671.9301
8*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7614030.671	609668.6572
9*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7614204.563	609664.7392
10*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7614374.986	609660.4177
11*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7614469.079	609658.8422
12*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7614624.322	609673.4957
13*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7614755.407	609703.8976
14*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7614895.073	609758.1772
15*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7614989.288	609808.893
16*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7615120.169	609900.8241
17*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7615260.73	609976.5932
18*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7615442.965	610029.997
19*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7615610.454	610055.2867
20*	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7615637.197	610057.5896
21	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7615796.26	610019.1519
22	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7615817.197	610119.7769
23	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7615915.01	607687.2769
24	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7615947.032	610095.7224
25	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7616088.251	610045.9127
26	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7616223.93	610089.2595
27	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7616377.165	610040.5148
28	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7616517.83	610084.9016
29	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7616648.07	610036.6801
30	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7616773.047	610080.7234
31	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7616850.131	610034.7178
32	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7616919.308	610081.5778
33	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7617014.474	610078.1673
34	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7617345.294	610068.1522
35	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7617435.304	610009.6083
36	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7617539.953	610062.899
37	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7617652.979	610002.7766
38	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7617715.844	610042.2054
39	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7617774.41	610007.0026
40	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7617945.207	609955.0459
41	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618037.648	610135.9685
42	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618080.233	609946.2024
43	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618190.323	609951.3704
44	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619261.129	609963.6614
45	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619433.185	609956.3389
46	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619601.36	609953.1732
47	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619754.809	609950.2536
48	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619916.856	609944.5141
49	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620080.782	609940.6755
50	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620279.165	609935.7087
51	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620480.622	609934.5846

52	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620683.683	609926.9715
53	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620960.677	609920.8327
54	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7621214.587	609922.7533
55	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7621459.222	610043.0138
56	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7621463.669	609917.4836
57	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7621653.887	609907.2762
58	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7622018.694	610029.5892
59	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7622263.561	610022.9692
60	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7622409.043	609998.8205
61	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7622565.725	609996.6119
62	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7622909.323	610010.398
63	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623031.174	609888.0351
64	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623127.096	609885.7264
65	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623266.688	609882.9455
66	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623466.365	609876.9508
67	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623604.152	609873.5495
68	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623738.886	609869.3622
69	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623874.615	609865.0794
70	Boeckman Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624181.125	609925.8002

FIXTURE QUANTITIES	
REPLACEMENT FIXTURE	QUANTITY
72W LEOTEK LED COBRA GCM1	70

GENERAL NOTE

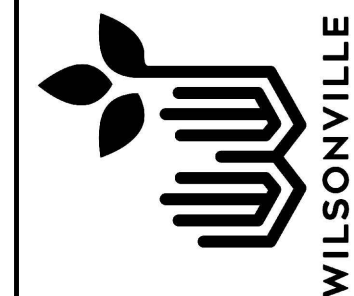
1. See Sheet 3 - Street Lighting LED Conversions Luminaire Templates for Replacement Fixture Catalog Numbers.
2. Fixture Numbers marked with " * " indicates the fixture is to be Bronze in color.
3. Install a House Side Shield on any replacement fixture that is replacing a fixture with an existing House Side Shield.

REVISIONS



RENEWS 6-30-21

City of Wilsonville
Engineering Division
29799 SW Town Center Loop East
Wilsonville, OR 97070
Phone 503.682.4960



Date July 2020
Scale As Shown
Designed By AJR
Drawn By AJR
Checked By JMG

**FIXTURE REPLACEMENT
BOECKMAN ROAD**

CIP # 4722

PROJECT #

SHEET #

8 of 20



888 SW 5TH AVENUE, SUITE 1170
PORTLAND, OREGON 97204
P 503.225.9010

DATE PLOTTED: July 29, 2020 - 2:19pm DRAWING FILE: \\ad.msa-ep.com\Portland\PDY_Projects\19\2689 - Wilsonville - Street Lighting LED Conversions\CAD\Sheets\PHASE 1\19-2689-TABLES-P1.dwg

BOONES FERRY ROAD Ridder Road to 5th Street					
NUMBER	STREET	FUNCTIONAL CLASSIFICATION	REPLACEMENT FIXTURE	STATE PLANE X COORDINATE	STATE PLANE Y COORDINATE
1	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617645.758	618330.5381
2	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617674.728	618191.3625
3	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617707.309	618040.8927
4	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617752.933	617876.6096
5	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617769.166	617787.8343
6	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617816.691	617625.4619
7	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618427.823	614206.5456
8	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618423.642	614052.0594
9	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618419.535	613902.9134
10	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618414.206	613703.7047
11	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618409.646	613540.085
12	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618404.525	613360.3409
13	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618315.313	610412.6906
14	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618345.557	610257.2195
15	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618223.843	607286.1804
16	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618220.02	607091.1834
17	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618217.099	606935.2851
18	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618212.534	606769.9439
19	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618208.185	606629.726
20	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618204.06	606466.2969
21	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618196.84	606300.9495
22	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618189.782	606143.5751
23	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618182.093	605939.4373
24	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618164.883	605881.3976
25	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618145.878	605742.4806
26	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618190.674	605614.0846
27	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618088.54	605614.0023
28	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618009.611	605480.727
29	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7618001.302	605384.1306
30	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617913.498	605361.2336
31	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617801.759	605133.6736
32	Boones Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617600.422	604802.2782
33	Boones Ferry Rd	Major Collector	27W LEOTEK LED COBRA GCJ1	7616996.005	603016.7572
34	Boones Ferry Rd	Major Collector	27W LEOTEK LED COBRA GCJ1	7616928.372	602651.8648

FIXTURE QUANTITIES	
REPLACEMENT FIXTURE	QUANTITY
72W LEOTEK LED COBRA GCM1	32
27W LEOTEK LED COBRA GCJ1	2

GENERAL NOTE

1. See Sheet 3 - Street Lighting LED Conversions Luminaire Templates for Replacement Fixture Catalog Numbers.
2. Install a House Side Shield on any replacement fixture that is replacing a fixture with an existing House Side Shield.

REVISIONS



City of Wilsonville
 Engineering Division
 29799 SW Town Center Loop East
 Wilsonville, OR 97070
 Phone 503.682.4960



Date: July 2020
 Scale: As Shown
 Designed By: AJR
 Drawn By: AJR
 Checked By: JMG

**FIXTURE REPLACEMENT
BOONES FERRY ROAD**



CIP # 4722
 PROJECT #
 SHEET #
 9 of 20

DATE PLOTTED: July 29, 2020 - 2:19pm DRAWING FILE: \\ad.msa-ep.com\Portland\PDY_Projects\19\2689 - Wilsonville - Street Lighting LED Conversions\CAD\Sheets\PHASE 1\19-2689-TABLES-P1.dwg

CANYON CREEK ROAD Elligsen Road to Town Center Loop E

NUMBER	STREET	FUNCTIONAL CLASSIFICATION	REPLACEMENT FIXTURE	STATE PLANE X COORDINATE	STATE PLANE Y COORDINATE
1	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621815.83	616445.9672
2	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621738.98	616392.3875
3	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621814.24	616324.7369
4	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621736.99	616258.8222
5	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621810.51	616175.7835
6	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621736.35	616087.7949
7	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621808.43	616032.46
8	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621739.11	615952.7178
9	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621804.63	615869.7139
10	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621736.65	615796.9629
11	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621796.61	615708.7802
12	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621696.48	615566.2165
13	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621755.98	615554.1998
14	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621646.37	615459.7805
15	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621695.06	615436.4721
16	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621591.06	615379.1555
17	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621633.56	615339.4075
18	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621525.17	615278.0741
19	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621553.96	615104.9692
20	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621485.56	615093.209
21	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621552.97	615023.2188
22	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621482.79	614990.3173
23	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621569.71	614902.7887
24	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621514.23	614845.4334
25	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621614.33	614787.3855
26	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621576.89	614711.3629
27	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621684.7	614654.2287
28	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621642.99	614564.0768
29	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621734.65	614471.9432
30	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621667.75	614419.0315
31	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621741.43	614347.0509
32	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621661.63	614285.0194
33	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621721.29	614184.8094
34	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621636.06	614128.9183
35	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621600.57	614017.5446
36	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621671.37	614015.4065
37	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621667.52	613952.0512
38	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621586.24	613947.6155
39	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621661.72	613838.6102
40	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621586.52	613799.6821
41	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621657.97	613764.6959
42	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621596.53	613717.3573
43	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621646.68	613590.2431
44	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621573.27	613468.0709
45	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621625.32	613444.9117
46	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621554.19	613322.0538
47	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621602.28	613292.1289
48	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621535.37	613178.916
49	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621582.72	613102.7753
50	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621514.95	613019.753
51	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621575.53	613001.1289

52	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621500.72	612887.0522
53	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621562.58	612811.2011
54	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621483.56	612729.9659
55	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621556.57	612695.3694
56	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621474.99	612610.4278
57	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621528.07	612540.8914
58	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621459.63	612474.3353
59	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621521.82	612432.9321
60	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621447.54	612325.4465
61	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621525.72	612259.7904
62	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621441.42	612179.2356
63	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621517.49	612109.3556
64	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621436.68	612031.0781
65	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621510.86	611957.5646
66	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621434.06	611884.8373
67	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621516.15	611820.5909
68	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621433.01	611733.5656
69	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621505.21	611663.3986
70	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621429.2	611584.3875
71	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621503.58	611517.5348
72	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621424.74	611438.2717
73	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621497.7	611386.3396
74	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621422.7	611289.1224
75	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621493.34	611198.3268
76	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621420.54	611146.0522
77	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621492.5	611079.4196
78	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621417.27	610996.1555
79	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621488.02	610923.3274
80	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621411.78	610852.2451
81	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621482.71	610776.2677
82	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621407.05	610702.3369
83	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621477.65	610639.5663
84	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621402.31	610553.4367
85	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621471.59	610487.5469
86	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621397.79	610405.523
87	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621470.5	610343.8953
88	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621396.96	610254.8481
89	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621465.73	610190.8848
90	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621394.15	610112.0046
91	Canyon Crk Rd	Major Collector	34W LEOTEK LED COBRA GCJ1	7621391.78	610037.0794
92	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621374.94	609919.3596
93	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621450.79	609915.0217
94	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621420.35	609752.8658
95	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621304.35	609646.4613
96	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621663.31	609587.8025
97	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621228.14	609495.0443
98	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621058.63	609365.1266
99	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621629.51	609293.2198
100	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621073.41	609265.5531
101	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620990.8	609148.8068
102	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621616.59	609008.5177
103	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621042.23	608981.5538
104	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621005.91	608846.9462
105	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621049.99	608717.6368
106	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621615.89	608673.3278

107	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621067.99	608623.9931
108	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621004.72	608611.3199
109	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621039.25	608419.9449
110	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621615.55	608350.354
111	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620989.04	608262.7175
112	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621018.77	608112.4544
113	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621601.52	608078.4882
114	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620912.9	607950.582
115	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620926.77	607794.727
116	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620857.7	607635.8684
117	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620841.69	607506.003
118	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620754.37	607484.3809
119	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620737.74	607410.1913
120	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620806.39	607403.7156
121	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620889.14	607379.8009
122	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620666.26	607291.02
123	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7621170.65	607290.372
124	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620976.31	607285.2316
125	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620630.59	607262.7398
126	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620537.15	607256.0246
127	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620501.69	607157.6516
128	Canyon Crk Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7620401.51	607058.3248

REPLACEMENT FIXTURE	QUANTITY
72W LEOTEK LED COBRA GCM1	37
34W LEOTEK LED COBRA GCJ1	91

GENERAL NOTE

- See Sheet 3 - Street Lighting LED Conversions Luminaire Templates for Replacement Fixture Catalog Numbers.
- Install a House Side Shield on any replacement fixture that is replacing a fixture with an existing House Side Shield.

REVISIONS



City of Wilsonville
Engineering Division
29799 SW Town Center Loop East
Wilsonville, OR 97070
Phone 503-682-4960



Date: July 2020
Scale: As Shown
Designed By: AJR
Drawn By: AJR
Checked By: JMG

**FIXTURE REPLACEMENT
CANYON CREEK ROAD**



CIP # 4722
PROJECT #
SHEET #
10 of 20

DATE PLOTTED: July 29, 2020 - 2:19pm DRAWING FILE: \\ad.msaepp.com\Portland\PD\Projects\19\2689 - Wilsonville - Street Lighting LED Conversions\CAD\Streets\PHASE 1\19-2689-TABLES-P1.dwg

FRENCH PRAIRIE ROAD
Miley Road to Miley Road

Table with columns: NUMBER, STREET NAME, FUNCTIONAL CLASSIFICATION, REPLACEMENT FIXTURE, STATE PLANE X COORDINATE, SATE PLANE Y COORDINATE. Rows 1* to 52*.

Table with columns: NUMBER, STREET NAME, FUNCTIONAL CLASSIFICATION, REPLACEMENT FIXTURE, STATE PLANE X COORDINATE, SATE PLANE Y COORDINATE. Rows 53* to 108*.

Table with columns: NUMBER, STREET NAME, FUNCTIONAL CLASSIFICATION, REPLACEMENT FIXTURE, STATE PLANE X COORDINATE, SATE PLANE Y COORDINATE. Rows 109* to 151*.

Table with columns: REPLACEMENT FIXTURE, QUANTITY. Row: 27W LEOTEK LED COBRA GCJ1, 151.

GENERAL NOTE

- 1. See Sheet 3 - Street Lighting LED Conversions Luminaire Templates for Replacement Fixture Catalog Numbers.
2. Fixture Numbers marked with " * " indicates the fixture is to be Bronze in color.
3. Install a House Side Shield on any replacement fixture that is replacing a fixture with an existing House Side

murraysmith
888 SW 5TH AVENUE, SUITE 1170
PORTLAND, OREGON 97204
P 503.225.9010

REVISIONS



City of Wilsonville Engineering Division
29799 SW Town Center Loop East
Wilsonville, OR 97070
Phone 503-682-4960



Date: July 2020
Scale: As Shown
Designed By: AJR
Drawn By: AJR
Checked By: JMG

FIXTURE REPLACEMENT
FRENCH PRAIRIE ROAD

CIP # 4722
PROJECT #
SHEET # 11 of 20

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GRAHAMS FERRY ROAD Tooze Road to Athens Lane					
NUMBER	STREET	FUNCTIONAL CLASSIFICATION	REPLACEMENT FIXTURE	STATE PLANE X COORDINATE	STATE PLANE Y COORDINATE
1	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7614533.148	618492.2395
2	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610639.969	610118.3461
3	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610606.731	610035.4626
4	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610551.909	609890.4216
5	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610504.53	609768.9764
6	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610455.553	609643.2615
7	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610415.362	609539.7897
8	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610367.798	609403.727
9	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610323.522	609244.6001
10	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610284.814	609120.4934
11	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610236.307	608963.02
12	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610170.946	608826.7785
13	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610136.038	608715.5679
14	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610136.038	608715.5679
15	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610066.822	608649.8219
16	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610140.615	608628.1362
17	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610047.435	608572.978
18	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610047.435	608572.978
19	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610110.578	608535.5495
20	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610057.724	608476.7605
21	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610057.724	608476.7605
22	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7610006.001	608284.6102
23	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609963.931	608131.4137
24	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609925.405	608008.3615
25	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609877.444	607861.4606
26	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609826.071	607716.0833
27	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609788.202	607582.8035
28	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609742.007	607435.3766
29	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609699.858	607303.4452
30	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609654.325	607161.8025
31	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609610.765	607020.7841
32	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609565.154	606879.023
33	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609525.684	606742.5387
34	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609481.98	606618.2264
35	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609438.346	606484.3307
36	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609388.701	606352.9377
37	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609318.654	606231.5577
38	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609240.405	606127.748
39	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609145.946	606011.2247
40	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609089.989	605941.5433
41	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7609041.225	605881.6263
42	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7608977.52	605803.336
43	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7608894.972	605701.8553
44	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7608816.05	605604.8819
45	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7608741.818	605513.6549
46	Grahams Ferry Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7608667.951	605422.8789

FIXTURE QUANTITIES	
REPLACEMENT FIXTURE	QUANTITY
72W LEOTEK LED COBRA GCM1	46

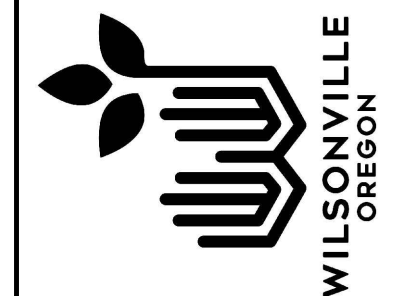
GENERAL NOTE

1. See Sheet 3 - Street Lighting LED Conversions Luminaire Templates for Replacement Fixture Catalog Numbers.
2. Install a House Side Shield on any replacement fixture that is replacing a fixture with an existing House Side Shield.

REVISIONS



City of Wilsonville
Engineering Division
29799 SW Town Center Loop East
Wilsonville, OR 97070
Phone 503.682.4960



Date: July 2020
Scale: As Shown
Designed By: AJR
Drawn By: AJR
Checked By: JMG

**FIXTURE REPLACEMENT
GRAHAMS FERRY ROAD**

CIP # 4722
PROJECT #
SHEET #
12 of 20



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KINSMAN ROAD Boeckman Road to Wilsonville Road					
NUMBER	STREET	FUNCTIONAL CLASSIFICATION	REPLACEMENT FIXTURE	STATE PLANE X COORDINATE	STATE PLANE Y COORDINATE
1	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615764.072	609920.0896
2	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615772.51	609805.0896
3	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615795.01	609688.2146
4	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615806.572	609549.7769
5	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615769.072	609435.7146
6	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615770.947	609301.9646
7	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615754.697	609180.0896
8	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615759.697	609034.1519
9	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615755.01	608907.5896
10	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615826.572	608797.5896
11	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615850.01	608682.5896
12	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615850.01	608682.5896
13	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615919.385	608578.8396
14	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615912.197	608474.1519
15	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615952.822	608361.9646
16	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615952.822	608361.9646
17	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615911.572	608251.3396
18	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615948.447	608122.2769
19	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615948.447	608122.2769
20	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615900.322	607980.7146
21	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615938.447	607836.3396
22	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615960.974	607256.0689
23	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615957.162	607046.3796
24	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615954.05	606836.6421
25	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615951.711	606604.5203
26	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615950.422	606320.7894
27	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7616003.461	606080.6293
28	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7616067.698	605794.9137
29	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7616076.656	605618.9423
30	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7616059.688	605347.564
31	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7616049.969	605085.7287
32	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7616080.899	604587.5801
33	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615974.275	604496.4403
34	Kinsman Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615946.248	604402.7405

FIXTURE QUANTITIES	
REPLACEMENT FIXTURE	QUANTITY
72W LEOTEK LED COBRA GCM1	34

GENERAL NOTE

1. See Sheet 3 - Street Lighting LED Conversions Luminaire Templates for Replacement Fixture Catalog Numbers.
2. Install a House Side Shield on any replacement fixture that is replacing a fixture with an existing House Side Shield.

REVISIONS



City of Wilsonville
Engineering Division
29799 SW Town Center Loop East
Wilsonville, OR 97070
Phone 503.682.4960



Date July 2020
Scale As Shown
Designed By AJR
Drawn By AJR
Checked By JMG

**FIXTURE REPLACEMENT
KINSMAN ROAD**

CIP # 4722
PROJECT #
SHEET #
13 of 20



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DATE PLOTTED: July 29, 2020 - 2:19pm

PARKWAY AVE Town Center Loop to Memorial Drive					
NUMBER	STREET	FUNCTIONAL CLASSIFICATION	REPLACEMENT FIXTURE	STATE PLANE X COORDINATE	STATE PLANE Y COORDINATE
1	Parkway Ave	Minor Collector	72W LEOTEK LED COBRA GCM1	7619501.493	618216.6591
2	Parkway Ave	Minor Collector	72W LEOTEK LED COBRA GCM1	7619430.208	618032.4068
3	Parkway Ave	Minor Collector	72W LEOTEK LED COBRA GCM1	7619350.383	617771.6024
4	Parkway Ave	Minor Collector	72W LEOTEK LED COBRA GCM1	7619310.859	617474.8638
5	Parkway Ave	Minor Collector	72W LEOTEK LED COBRA GCM1	7619455.083	617293.7264
6	Parkway Ave	Minor Collector	72W LEOTEK LED COBRA GCM1	7619578.662	617109.9213
7	Parkway Ave	Minor Collector	72W LEOTEK LED COBRA GCM1	7619617.856	616863.2894
8	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618803.798	615138.7657
9	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618741.688	614938.7703
10	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618737.713	614693.4324
11	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618733.376	614450.0226
12	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618725.612	614210.1181
13	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618719.676	613987.7133
14	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618716.788	613738.9242
15	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618709.567	613510.0085
16	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618701.102	613309.2615
17	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618693.679	613039.1621
18	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618686.668	612770.0157
19	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618625.384	612575.6703
20	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618669.109	612475.7733
21	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618626.401	612436.5682
22	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618681.413	612331.7769
23	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618635.631	612249.2267
24	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618715.118	612193.6909
25	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618685.992	612092.8996
26	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618774.746	612028.2999
27	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618748.494	611936.0502
28	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618820.302	611899.4478
29	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618797.707	611809.1371
30	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618883.691	611715.3947
31	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618868.664	611589.3589
32	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618933.291	611527.3146
33	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618898.439	611446.0138
34	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618956.941	611394.2949
35	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618927.954	611283.3484
36	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619001.232	611159.3337
37	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618966.077	611065.0144
38	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619033.258	611001.9452
39	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618993.507	610917.7789
40	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619060.961	610854.6962
41	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619018.586	610771.4229
42	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619088.15	610708.6788
43	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619045.514	610617.4012
44	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619120.117	610535.3094
45	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619085.82	610447.7743
46	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619151.135	610423.6152
47	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619257.94	610179.2671
48	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619291.345	610076.8471
49	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619279.93	609924.4055
50	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619397.952	609913.5896
51	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619361.382	609768.7825

52	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619451.085	609763.2743
53	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619494.541	609643.166
54	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619414.01	609621.4327
55	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619532.405	609505.6273
56	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619509.115	609297.0787
57	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619595.857	609254.9688
58	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619548.177	609160.794
59	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619629.061	609103.3517
60	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619590.22	608991.9518
61	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619660.719	608963.8068
62	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619607.918	608908.3596
63	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619693.23	608839.6883
64	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619660.384	608760.6247
65	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619709.819	608709.7497
66	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619664.897	608632.3858
67	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619710.947	608576.935
68	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619661.756	608513.3474
69	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619712.164	608438.5971
70	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619657.557	608382.4364
71	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619709.706	608313.4652
72	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619650.199	608197.0157
73	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619709.286	608115.7028
74	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619642.522	608029.5138
75	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619704.21	607967.476
76	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619698.44	607813.4948
77	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619693.62	607656.0899
78	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619611.728	607557.7051
79	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619682.774	607556.5843
80	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619679.288	607429.3209
81	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619598.427	607423.127
82	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619603.941	607274.6522
83	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619668.308	607268.1601
84	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619680.816	606884.918
85	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619678.407	606762.854
86	Parkway Ave	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618686.835	603923.0135
87	Parkway Ave	Minor Collector	72W LEOTEK LED COBRA GCM1	7618570.724	603797.128
88	Parkway Ave	Minor Collector	72W LEOTEK LED COBRA GCM1	7618414.84	603599.3799
89	Parkway Ave	Minor Collector	72W LEOTEK LED COBRA GCM1	7618408.353	603489.2175
90	Parkway Ave	Minor Collector	72W LEOTEK LED COBRA GCM1	7618415.881	603369.5167
91	Parkway Ave	Minor Collector	72W LEOTEK LED COBRA GCM1	7618409.308	603226.3465
92	Parkway Ave	Minor Collector	72W LEOTEK LED COBRA GCM1	7618405.17	603110.9324
93	Parkway Ave	Minor Collector	72W LEOTEK LED COBRA GCM1	7618400.929	602988.6506
94	Parkway Ave	Minor Collector	72W LEOTEK LED COBRA GCM1	7618398.329	602909.6903

FIXTURE QUANTITIES	
REPLACEMENT FIXTURE	QUANTITY
72W LEOTEK LED COBRA GCM1	94

GENERAL NOTE

1. See Sheet 3 - Street Lighting LED Conversions Luminaire Templates for Replacement Fixture Catalog Numbers.
2. Install a House Side Shield on any replacement fixture that is replacing a fixture with an existing House Side Shield.

REVISIONS



City of Wilsonville
 Engineering Division
 29799 SW Town Center Loop East
 Wilsonville, OR 97070
 Phone 503.682.4960



Date July 2020
 Scale As Shown
 Designed By AJR
 Drawn By AJR
 Checked By JMG

FIXTURE REPLACEMENT
PARKWAY AVE

888 SW 5TH AVENUE, SUITE 1170
 PORTLAND, OREGON 97204
 P 503.225.9010

CIP # 4722
 PROJECT #
 SHEET #
 14 of 20

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WILSONVILLE ROAD - 2 Willamette Way to Boeckman Road					
NUMBER	STREET	FUNCTIONAL CLASSIFICATION	REPLACEMENT FIXTURE	STATE PLANE X COORDINATE	STATE PLANE Y COORDINATE
124	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7622407.337	604726.5482
125	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7622555.339	604629.041
126	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7622593.131	604769.2349
127	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7622736.391	604721.4587
128	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7622806.111	604840.604
129	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7622935.69	604829.4859
130	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7622958.884	604947.3681
131	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623107.73	604986.2336
132	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623085.413	605084.2021
133	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623199.666	605110.1998
134	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623174.823	605230.8517
135	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623283.99	605266.1053
136	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623245.125	605395.2251
137	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623344.042	605459.2346
138	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623286.364	605556.3825
139	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623399.767	605655.8934
140	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623342.233	605753.8146
141	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623451.827	605846.5892
142	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623397.179	605950.1719
143	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623509.031	606020.7949
144	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623454.523	606140.3097
145	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623604.396	606406.5174
146	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623555.929	606499.6795
147	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623662.42	606595.8458
148	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623602.038	606670.9928
149	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623701.818	606748.9485
150	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623653.412	606863.2976
151	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623753.843	606928.0974
152	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623702.071	607042.6345
153	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623789.844	607098.4767
154	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623747.759	607200.5673
155	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623888.086	607355.9836
156	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623860.148	607476.2569
157	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623972.935	607535.9236
158	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7623944.348	607656.6234
159	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624061.528	607714.4088
160	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624038.02	607850.4915
161	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624137.085	607881.794
162	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624092.324	607972.0617
163	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624207.838	608039.9915
164	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624157.547	608105.5551
165	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624280.345	608168.9452
166	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624361.431	608350.1585
167	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624280.659	608367.8199
168	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624439.059	608510.0784
169	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624382.378	608593.0289
170	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624455.958	608745.2474
171	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624565.311	608771.7438
172	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624533.583	608916.4239
173	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624656.022	608947.2694
174	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624586.425	609008.5709
175	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624757.391	609087.6342

176	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624688.323	609137.0456
177	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624839.137	609185.6493
178	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624804.809	609294.4957
179	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624943.047	609347.7963
180	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624895.183	609465.5338
181	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7625019.353	609547.0807
182	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624950.638	609638.1877
183	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7625058.684	609731.979
184	Wilsonville Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7624972.171	609794.9659

FIXTURE QUANTITIES	
REPLACEMENT FIXTURE	QUANTITY
72W LEOTEK LED COBRA GCM1	61

GENERAL NOTE

1. See Sheet 3 - Street Lighting LED Conversions Luminaire Templates for Replacement Fixture Catalog Numbers.
2. Install a House Side Shield on any replacement fixture that is replacing a fixture with an existing House Side Shield.

REVISIONS



City of Wilsonville
Engineering Division
29799 SW Town Center Loop East
Wilsonville, OR 97070
Phone 503.682.4960



Date July 2020
Scale As Shown
Designed By AJR
Drawn By AJR
Checked By JMG

**FIXTURE REPLACEMENT
WILSONVILLE ROAD - 2**

murraysmith
888 SW 5TH AVENUE, SUITE 1170
PORTLAND, OREGON 97204
P 503.225.9010

CIP # 4722
PROJECT #
SHEET #
16 of 20

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DATE PLOTTED: July 29, 2020 - 2:19pm

MISCELLANEOUS ARTERIALS					
NUMBER	STREET	FUNCTIONAL CLASSIFICATION	REPLACEMENT FIXTURE	STATE PLANE X COORDINATE	STATE PLANE Y COORDINATE
1	Airport Rd	Minor Arterial	132W LEOTEK LED COBRA GCL1	7619405	597433.9
2	Day Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7614745	618426.9
3	Day Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7614962	618420.6
4	Day Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7615197	618415.5
5	Day Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7615444	618409.7
6	Day Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7615644	618405.8
7	Day Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7615829	618402.5
8	Day Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7616069	618397.9
9	Day Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7616284	618393.4
10	Day Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7616535	618387
11	Day Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7616750	618380.8
12	Day Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7616915	618382
13	Day Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7617065	618377
14	Day Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7617203	618373.8
15	Day Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7617336	618369.9
16	Day Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7617498	618381.9
17	Elligsen Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619880	616615.5
18	Elligsen Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619999	616534.9
19	Elligsen Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620145	616610.7
20	Elligsen Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620169	616530.1
21	Elligsen Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620473	616615.6
22	Elligsen Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7621851	616508.9
23	Elligsen Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7622013	616502.5
24	Elligsen Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7622177	616498.7
25	Elligsen Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7622338	616496.7
26	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620529	615656.2
27	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620515	616315.5
28	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620422	616113.9
29	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620481	615930.3
30	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620426	615859.4
31	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620529	615656.2
32	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620532	615416.7
33	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620424	615376.3
34	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619563	615338.3
35	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619198	615332.7
36	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619823	615326.8
37	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619378	615275.6
38	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619694	615272.9
39	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619010	615264.3
40	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7619858	615245.6
41	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620325	615244.9
42	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620325	615244.9
43	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7618893	615211.4
44	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620117	615198.9
45	Parkway Center Dr	Minor Arterial	72W LEOTEK LED COBRA GCM1	7620117	615198.9
46*	Tooze Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7612087	610127.2
47*	Tooze Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7612245	610122.8

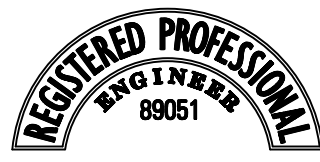
48*	Tooze Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7612396	610116.2
49*	Tooze Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7612564	610088.4
50*	Tooze Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7612719	610029.8
51*	Tooze Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7612874	609932.7
52*	Tooze Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7613004	609884.5
53*	Tooze Rd	Minor Arterial	72W LEOTEK LED COBRA GCM1	7613097	609775.5

FIXTURE QUANTITIES	
REPLACEMENT FIXTURE	QUANTITY
132W LEOTEK LED COBRA GCL1	1
72W LEOTEK LED COBRA GCM1	52

GENERAL NOTE

1. See Sheet 3 - Street Lighting LED Conversions Luminaire Templates for Replacement Fixture Catalog Numbers.
2. Fixture Numbers marked with " * " indicates the fixture is to be Black in color.
3. Install a House Side Shield on any replacement fixture that is replacing a fixture with an existing House Side Shield.

REVISIONS



City of Wilsonville
 Engineering Division
 29799 SW Town Center Loop East
 Wilsonville, OR 97070
 Phone 503.682.4960



Date: July 2020
 Scale: As Shown
 Designed By: AJR
 Drawn By: AJR
 Checked By: JMG

**FIXTURE REPLACEMENT
 MISCELLANEOUS ARTERIALS**



888 SW 5TH AVENUE, SUITE 1170
 PORTLAND, OREGON 97204
 P 503.225.9010

CIP # 4722
 PROJECT #
 SHEET #
 17 of 20

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MISCELLANEOUS COLLECTORS					
NUMBER	STREET	FUNCTIONAL CLASSIFICATION	REPLACEMENT FIXTURE	STATE PLANE X COORDINATE	STATE PLANE Y COORDINATE
1	Boberg Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617746	609988.7
2	Boberg Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617707	609776.2
3	Boberg Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617734	609594.5
4	Boberg Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617696	609441
5	Boberg Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617724	609185.2
6	Boberg Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617681	608968.2
7	Boberg Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617670	608695.2
8	Boberg Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617670	608552.8
9	Boberg Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617699	608383.4
10	Boberg Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617663	608087.7
11	Boberg Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617692	607968.9
12	Boberg Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617653	607715
13	Brown Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7614040	606437.6
14	Brown Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7614028	606199.9
15	Brown Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7614026	605914.5
16	Brown Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7614038	605635.1
17	Brown Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7614002	605202.4
18	Brown Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7613940	605053.8
19	Brown Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7613999	604976.8
20	Brown Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7613996	604845
21	Brown Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7613988	604751.7
22	Burns Way	Major Collector	72W LEOTEK LED COBRA GCM1	7620558	615311.9
23	Burns Way	Major Collector	72W LEOTEK LED COBRA GCM1	7620731	615237.6
24	Burns Way	Major Collector	72W LEOTEK LED COBRA GCM1	7620884	615206
25	Burns Way	Major Collector	72W LEOTEK LED COBRA GCM1	7621075	615204
26	Burns Way	Major Collector	72W LEOTEK LED COBRA GCM1	7621266	615203.8
27	Burns Way	Major Collector	72W LEOTEK LED COBRA GCM1	7621439	615201.5
28	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7620665	604528.9
29	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7620583	604425.1
30	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7620468	604125.2
31	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7620314	603929.1
32	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7620170	603846.1
33	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7620247	603674.6
34	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7620117	603575.5
35	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7620165	603398
36	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7618453	602852.5
37	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7618593	602868.9
38	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7618717	602868.4
39	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7618888	602882.7
40	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7619016	602925.5
41	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7619347	602966.1
42	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7619495	602902.1
43	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7619572	603041.3
44	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7619798	603183
45	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7619968	603179.9
46	Memorial Dr	Minor Collector	72W LEOTEK LED COBRA GCM1	7619997	603326.7
46	Miley Rd	Major Collector	132W LEOTEK LED COBRA GCL1	7619900	597416.9

47	Miley Rd	Major Collector	132W LEOTEK LED COBRA GCL1	7622667	597323.7
48	Park Pl	Minor Collector	34W LEOTEK LED COBRA GCJ1	7619666	605947.7
49	Park Pl	Minor Collector	34W LEOTEK LED COBRA GCJ1	7619678	605852.7
50	Park Pl	Minor Collector	34W LEOTEK LED COBRA GCJ1	7619635	605779.7
51	Ridder Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7614621	615357.9
52	Ridder Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7614945	615353.9
53	Ridder Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615182	615356.2
54	Ridder Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7615437	615337
55	Ridder Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7616789	615320.6
56	Ridder Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617111	615311.2
57	Ridder Rd	Major Collector	72W LEOTEK LED COBRA GCM1	7617386	615312.5

FIXTURE QUANTITIES	
REPLACEMENT FIXTURE	QUANTITY
132W LEOTEK LED COBRA GCL1	1
72W LEOTEK LED COBRA GCM1	53
34W LEOTEK LED COBRA GCJ1	3

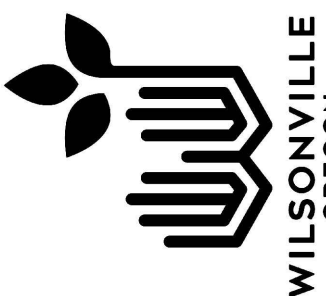
GENERAL NOTE

1. See Sheet 3 - Street Lighting LED Conversions Luminaire Templates for Replacement Fixture Catalog Numbers.
2. Install a House Side Shield on any replacement fixture that is replacing a fixture with an existing House Side Shield.

REVISIONS



City of Wilsonville
 Engineering Division
 29799 SW Town Center Loop East
 Wilsonville, OR 97070
 Phone 503.682.4960



Date July 2020
 Scale As Shown
 Designed By AJR
 Drawn By AJR
 Checked By JMG

**FIXTURE REPLACEMENT
 MISCELLANEOUS COLLECTORS**



888 SW 5TH AVENUE, SUITE 1170
 PORTLAND, OREGON 97204
 P 503.225.9010

CIP # 4722
 PROJECT #
 SHEET #
18 of 20

DRAWING FILE: \\aed.msa-ep.com\Portland\PDY_Projects\19\2689 - Wilsonville - Street Lighting LED Conversions\CAD\Sheets\PHASE 1\19-2689-TABLES-P1.dwg

INDUSTRIAL ROADS					
NUMBER	STREET	FUNCTIONAL CLASSIFICATION	REPLACEMENT FIXTURE	STATE PLANE X COORDINATE	STATE PLANE Y COORDINATE
1	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7617476.181	617417.3743
2	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7617282.632	617444.0659
3	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7617065.963	617408.3012
4	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7616774.956	617432.5846
5	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7616609.132	617272.2047
6	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7616588.031	617038.0499
7	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7616580.373	616839.7717
8	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7616617.418	616681.6686
9	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7616728.482	616584.8537
10	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7617029.008	616576.5554
11	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7617207.332	616567.1102
12	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7617348.894	616557.4537
13	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7617697.032	616478.0236
14	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7617788.562	616420.439
15	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7617903.981	616471.7713
16	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7618102.927	616470.063
17	Commerce Cir	Industrial	72W LEOTEK LED COBRA GCM1	7618240.318	616532.9829
18	Freeman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7616107.45	613335.314
19	Freeman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7616214.632	613328.3081
20	Freeman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7616412.806	613322.3645
21	Freeman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7616633.713	613318.5308
22	Freeman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7616849.572	613316.3806
23	Freeman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7616978.151	613314.0974
24	Freeman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7617216.627	613293.7795
25	Freeman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7617329.324	613309.1857
26	Freeman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7617473.038	613303.9783
27	Freeman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7617612.467	613297.042
28	Hillman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7616687.759	611723.8986
29	Hillman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7616850.404	611687.4911
30	Hillman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7617038.376	611683.4288
31	Hillman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7617224.248	611685.2024
32	Hillman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7617406.92	611678.8159
33	Hillman Ct	Industrial	72W LEOTEK LED COBRA GCM1	7618305.145	611663.4396

FIXTURE QUANTITIES	
REPLACEMENT FIXTURE	QUANTITY
72W LEOTEK LED COBRA GCM1	33

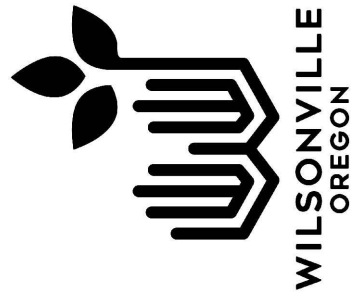
GENERAL NOTE

1. See Sheet 3 - Street Lighting LED Conversions Luminaire Templates for Replacement Fixture Catalog Numbers.
2. Install a House Side Shield on any replacement fixture that is replacing a fixture with an existing House Side Shield.

REVISIONS



City of Wilsonville
 Engineering Division
 29799 SW Town Center Loop East
 Wilsonville, OR 97070
 Phone 503.682.4960

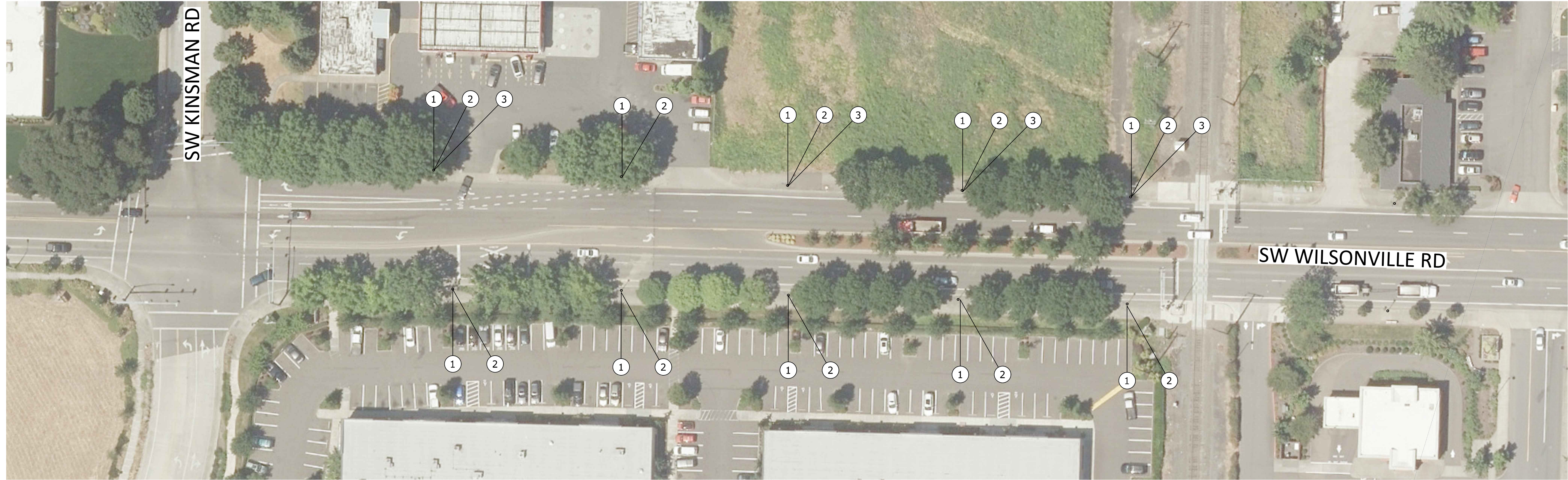


Date: July 2020
 Scale: As Shown
 Designed By: AJR
 Drawn By: AJR
 Checked By: JMG

**FIXTURE REPLACEMENT
INDUSTRIAL ROADS**



CIP # 4722
 PROJECT #
 SHEET #
 19 of 20



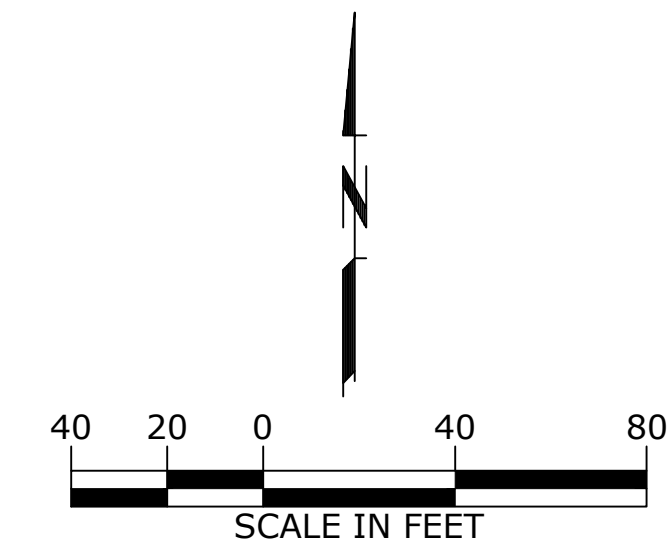
PLAN
SCALE: 1"=40'

GENERAL NOTES

1. All materials and workmanship shall conform to the City of Wilsonville Public Works Standards - 2017, the Special Provisions, the project plans, the Standard Drawings and the 2018 Oregon Standard Specifications for Construction.
2. The contractor shall coordinate with PGE (service desk 503-736-5450) to de-energize the street light(s) shown to be replaced.
3. Location of Luminaire Poles in plan view are approximate.
4. The contractor shall provide equipment submittals to the City of Wilsonville for review and approval. Use and follow ODOT Blue and Green Sheets for common electrical equipment and materials. Provide cut sheets for equipment not listed on the Blue and Green Sheets. Provide complete submittal package for review and approval. City of Wilsonville approval of these submittals shall be obtained prior to construction.

CONSTRUCTION NOTES

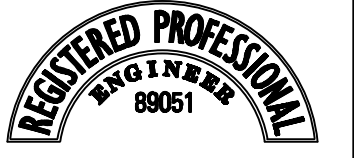
- ① Remove existing light pole and protect existing foundation.
- ② Install 30' Aluminum pole with 6' davit arm on existing foundation. Pole and Davit arm per the PGE Approved Street Lighting Equipment for New Installations. Install LED fixture, catalog number GCM1-60J-MV-2R-GY-110-PCR7-RWG-WL-FOC.
- ③ Reinstall existing sign on new Aluminum pole.



DRAWING FILE: \\had.msa-ep.com\Portland\PD\Projects\19\2689 - Wilsonville - Street Lighting LED Conversions\CAD\Sheets\PHASE 1\19-2689-C-Pl.dwg

DATE PLOTTED: July 30, 2020 - 10:36am

REVISIONS



City of Wilsonville
Engineering Division
29799 SW Town Center Loop East
Wilsonville, OR 97070
Phone 503-682-4960



Date July 2020
Scale As Shown
Designed By AJR
Drawn By AJR
Checked By JMG

STREET LIGHTING LED CONVERSIONS
SW WILSONVILLE RD

murraysmith
888 SW 5TH AVENUE, SUITE 1170
PORTLAND, OREGON 97204
P 503.225.9010

CIP # 4722
PROJECT #
SHEET #
20 of 20

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Appendix B – Certificates of Completion

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CERTIFICATE OF COMPLETION
(FINAL ACCEPTANCE)

Project: _____

Contractor: _____

Contract Signed: _____

Contract Expires: _____

Contract Completed: _____

Delinquent: _____

I, (We) hereby certify that all work has been performed and materials supplied in accordance with the plans, specifications, and Contract Documents for the above work, and that:

1. Not less than the prevailing rates of wages, as ascertained by the Contracting Agency, have been paid to laborers, workers, and mechanics employed on this work;
2. There have been no unauthorized substitutions or assignments of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the Owner prior to the start of such subcontracted work;
3. All claims and indebtedness for material and labor and other service performed in connection with these specifications have been paid;
4. All moneys due the Industrial Accident Fund (ORS 279B.220), the State of Oregon Unemployment Compensation Trust Fund (ORS 279B.230), the State Department of Revenue (ORS 316.162 to 316.212), hospital associations, and/or others (ORS 279B.230) have been paid;
5. All private property and easement areas have been satisfactorily restored in accordance with the Contract requirements.

By: _____
Contractor's Project Manager

Dated: _____

The City hereby accepts the project as complete in compliance with the plans, specifications, and contract documents and accepts the above Contractor Certification of Compliance.

CITY OF WILSONVILLE

By: _____
Project Manager

Dated: _____

*Unless stated differently in the Contract Documents, the date of signing by the City Project Manager constitutes the beginning of the two (2) year bonded warranty period.

Street Lighting LED Conversions Phase 1

Project #4722

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Street Lighting LED Conversions Phase 1

Project #4722

Appendix C – Bonds

Street Lighting LED Conversions Phase 1

Project #4722

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PERFORMANCE BOND
(Capital Projects)

BOND NO. _____
PREMIUM: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
as Principal, and _____ (“Surety”), a company duly organized
and licensed to do business in the State of _____, and duly licensed to conduct business as a
Surety under the laws of the State of Oregon, are held and firmly bound unto the City of Wilsonville, as Obligee,
in the penal sum of _____ Dollars
(\$ _____) lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, said Principal has entered into a
contractual agreement, including all exhibits attached thereto and all documents incorporated by reference
therein (collectively referred to herein as the “Agreement”), with said Obligee, which Agreement is identified as
_____ (“Project”),
pursuant to which said Principal undertakes and agrees to perform all labor and furnish all equipment and
material, in accordance with all the terms and conditions set forth in said Agreement; and to save harmless the
Obligee from any claim for damages or injury to property or persons arising by reason of said work, as set out
more fully in said Agreement; and to do and perform all things in said Agreement as required, in the time and
manner and under the terms and conditions therein set forth; and in conformity with all laws, state and
national, applicable thereto.

NOW, THEREFORE, if the said Principal shall well and truly do and perform all the covenants and obligations of
said Agreement on its part to be done and performed at the time and in the manner specified therein, and in all
respects according to their true intent and meaning, and shall defend, indemnify, and save harmless the Obligee,
its officers, agents, and employees, as therein stipulated, only then this obligation shall be null and void;
otherwise, it shall be and remain in full force and effect. The completion of all such covenants and obligations
shall only be considered to have occurred upon the written final acceptance of all Project work by Obligee and
the expiration of any warranty period, as provided under the Agreement.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms
of said Agreement or the specifications accompanying the same shall in any manner affect its obligations under
this Bond and it does hereby waive notice of any such change, extension, alteration, or addition to the terms of
the Agreement or to the work or to the specifications.

If the Principal shall be declared to be in default in the performance of any part of the Agreement, the Surety
must, within the same time frame allowed to the Principal, cure or cause to be cured the default or must
otherwise immediately pay the entire penal sum of the Bond to the Obligee.

This obligation also includes the obligation to promptly pay, as due, payment to any person, co-partnership,
association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention
incidental to sickness or injury to the employees of said Principal, pursuant to the laws of Oregon, or collected or
deducted from the wages of said employees pursuant to any law, contract, or agreement for the purpose of
providing or paying for such services, and shall do all things required of said Principal by the laws of Oregon.

The Surety acknowledges that the Surety shall not be entitled to assert any defense for failure of performance that the Principal might have by operation of law.

As a part of the obligation secured hereby, and in addition to the penal sum specified thereunder, there shall be included all reasonable costs, expenses, and fees ("Costs"), including reasonable attorney fees, incurred by the Oblige in enforcing the obligations described herein, all to be included in any judgment rendered, and which shall bear interest at the judgment rate then in effect until paid in full.

Except for Costs and attorney fees, which shall be in addition thereto, the Surety's obligation shall not exceed the penal sum of the Bond.

This Bond is given and received under the authority of ORS Chapter 279, the provisions of which hereby are incorporated into this Bond and made a part hereof.

Signed and sealed on _____, 20__.

PRINCIPAL NAME:

By: _____

Print Name: _____

As Its: _____

SURETY NAME:

By: _____

Print Name: _____

As Its: Attorney in Fact

The attorney-in-fact who executes this Bond on behalf of the surety company must attach a copy of his/her power-of-attorney as evidence of his/her authority.

To each executed original of this Bond, there must be attached a complete set of the contract documents, as the term is defined in the "Standard Specifications and Special Provisions," with all corrections, interlineations, signatures, etc., completely reproduced therein.

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
as Principal, and _____ ("Surety"), a corporation duly
organized and licensed to do business in the State of _____, and duly licensed to conduct business as
a Surety under the laws of the State of Oregon, are jointly and severally held and firmly bound unto the City of
Wilsonville, as Obligee, in the sum of _____ Dollars
(\$ _____) lawful money of the United States, for the payment of which sum we jointly and
severally bind ourselves and our respective heirs, executors, administrators, successors, and assigns, firmly by
these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein, on the _____ day of
_____, 20____, has entered into a contract with the Obligee whereby said Principal
undertakes to promptly make payment for all labor, services, and materials; all sums due the Workers'
Compensation Board or equivalent, the collector of internal revenue, the unemployment compensation trust
fund, and the treasurer of the State of Oregon; in conformity with all laws, state and national, applicable
thereto.

NOW, THEREFORE, if the Principal herein shall promptly pay all persons furnishing labor, services, and materials,
and sums due for workers' compensation insurance or equivalent, social security and unemployment
compensation, sums due to the Department of Revenue, to him and to his subcontractor, or to their assigns, on
or about said work, then this obligation shall be null and void; otherwise, it shall be and remain in full force and
effect.

PROVIDED, HOWEVER, that this Bond is subject to the following conditions:

(a) All materialmen, and all persons who shall supply such laborers, mechanics, or subcontractors
with material, supplies, or provisions for carrying on such work, shall have a direct right of action against the
Principal and Surety on this Bond, second only to the right of the Obligee under this Bond, which right of action
shall be asserted in proceedings instituted in the appropriate court in the State of Oregon, and insofar as
permitted by the laws of Oregon, such right of action shall be asserted in a proceeding instituted in the name of
the Obligee to the use and benefit of the person, firm, or corporation instituting such action and of all other
persons, firms, or corporations having claims hereunder, and any other person, firm, or corporation having a
claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after
the complete performance of said contract and final acceptance of the work in the contract) and to have such
claim adjudicated in such action and judgment rendered thereon.

(b) The Surety, for the value received, hereby stipulates and agrees that no change, extension of
time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the
specifications accompanying the same shall in any way affect its obligations under this Bond and it does hereby
waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the
work or to the specifications.

(c) The Principal herein shall faithfully and truly observe and comply with the terms of the contract
and shall promptly make payments to all persons supplying labor or material for any prosecution of the work

provided for in such contract and shall not permit any lien or claim to be filed or prosecution against the Oblige on account of any labor or material furnished, and shall promptly pay all contributions or amounts due the Workers' Compensation Board or equivalent and all contributions or amounts due the state employment compensation trust fund incurred in the performance of said contract, and shall also pay all sums of money withheld from the employees and payable to the state tax commission pursuant to ORS 316.711, and shall do all things required of said Principal by the laws of the State of Oregon.

This Bond is given and received under the authority of ORS Chapter 279, the provisions of which hereby are incorporated into this Bond and made a part hereof.

SIGNED, SEALED, AND DATED this ____ day of _____, 20__.

PRINCIPAL NAME:

By: _____

Print Name: _____

As Its: _____

SURETY NAME:

By: _____

Print Name: _____

As Its: Attorney in Fact

The attorney-in-fact who executes this Bond on behalf of the surety company must attach a copy of his/her power-of-attorney as evidence of his/her authority.

To each executed original of this Bond, there must be attached a complete set of the contract documents, as the term is defined in the "Standard Specifications and Special Provisions," with all corrections, interlineations, signatures, etc., completely reproduced therein.

PUBLIC WORKS CONSTRUCTION
WARRANTY AND MAINTENANCE BOND
(Capital Projects)

Bond # _____

_____, as Principal, and _____, a corporation organized under the State of _____ and authorized to transact surety business in the State of Oregon, as Surety, declare that they, their heirs, administrators, successors, and assigns are jointly and severally bound unto the City of Wilsonville, Oregon, Obligee, in the sum of _____ Dollars and ___/100 (\$ _____), for which we agree payment will be made upon demand if Principal fails to meet the obligations as described below.

The Principal has constructed certain public works improvements for a project known as: _____, and identified by the City of Wilsonville as File No. _____. These improvements, as shown in the as-built project plans, were accepted by the City of Wilsonville on _____. As a requirement of the Construction Documents for the Project, and to ensure post-construction quality and landscape survivability, the Principal has agreed, as a condition of final approval of said public works construction, to warrant to the City of Wilsonville that the construction is, and will remain for a period of two (2) years from the date of acceptance, free from defects in material and workmanship and that all landscaping, as shown in the as-built project plans, will be maintained in good condition and replaced, as needed, per the Contract Documents. This warranty by the Principal is in addition to and not in lieu of any other warranties provided by various suppliers or manufacturers.

The condition of the obligation is such that if Principal shall fully perform according to the terms of the as-built project plans and the warranty described above, and if no claim on said warranty is unsatisfied at the conclusion of thirty (30) days following the two (2) year warranty period, then this obligation shall be void, otherwise to remain in full force and effect.

The amount of this bond in no way limits Principal's liability to the City of Wilsonville.

(Project Name)

Date: _____

PRINCIPAL:

CORPORATE SURETY

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____
(title)

As Its: _____
(title)

(Address)

(City, State, Zip)

To be completed by City:

File No.: _____

Date of Acceptance of Construction: _____

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RESOLUTION NO. 2850

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO AMEND AN EXISTING PERSONAL SERVICES AGREEMENT CONTRACT WITH MURRAYSMITH ASSOCIATES FOR THE DESIGN AND CONSTRUCTION OVERSIGHT OF CIP# 4722 LED STREET LIGHT CONVERSION PHASE 1 PROJECT.

WHEREAS, after undertaking a formal request for proposals, the City entered into a Master Professional Services Agreement 2018-116MSA (“Agreement”) with Consultant on November 9, 2018 relating to on call engineering and related services; and

WHEREAS, the City entered into Task Order #004 under the Agreement on November 4, 2019 for the LED Street Light Conversion Project (“Project”); and

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

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

WHEREAS, Consultant is prepared to provide such Additional 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:

The Agreement is amended as follows:

Section 1. Additional Services To Be Provided

Consultant will perform the Additional Services more particularly described in Exhibit A, attached hereto and incorporated by reference herein, for the Project pursuant to all original terms of the Agreement, except as modified herein.

Section 2. Time for Completion of Additional Services

The Additional Services provided by Consultant pursuant to this First Amendment shall be completed by no later than April 4, 2021.

Section 3. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed TWENTY-FOUR THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS (\$24,197) for performance of the Additional Services (“Additional Compensation Amount”). Consultant’s estimate of time and materials is attached hereto as Exhibit A.

Section 4. All Other Terms

All of the other terms and conditions of the Agreement shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement shall apply to this First Amendment.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 21st day of September 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:

- A. First Amendment to 2018-116 MSA Task Order #004 On-Call Engineering Related Services for CIP#4722 LED Street Light Conversion Phase 1 project.

RESOLUTION NO. 2850

Page 2 of 2

**CITY OF WILSONVILLE
FIRST AMENDMENT TO MPSA 2018-116MSA TASK ORDER #004
On-Call Civil Engineering and Related Services**

Street Lighting LED Conversions Project

This First Amendment to Task Order #004 of the Master Professional Services Agreement 2018-116MSA (“First Amendment”) is effective the ____ day of _____ 2020 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Murraysmith, Inc.**, an Oregon corporation (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, after undertaking a formal request for proposals, the City entered into a Master Professional Services Agreement 2018-116MSA (“Agreement”) with Consultant on November 9, 2018 relating to on call engineering and related services; and

WHEREAS, the City entered into Task Order #004 under the Agreement on November 4, 2019 for the LED Street Lighting Conversion Project (“Project”); and

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

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

WHEREAS, Consultant is prepared to provide such Additional 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

The Agreement is amended as follows:

Section 1. Additional Services To Be Provided

Consultant will perform the Additional Services more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein, for the Project pursuant to all original terms of the Agreement, except as modified herein.

Section 2. Time for Completion of Additional Services

The Additional Services provided by Consultant pursuant to this First Amendment shall be completed by no later than April 4, 2021.

Section 3. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed TWENTY-FOUR THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS (\$24,197) for performance of the Additional Services (“Additional Compensation Amount”). Consultant’s estimate of time and materials is attached hereto as **Exhibit A**.

Section 4. All Other Terms

All of the other terms and conditions of the Agreement shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement shall apply to this First Amendment.

The Consultant and the City hereby agree to all provisions of this First Amendment.

CONSULTANT:

MURRAYSMITH, INC.

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

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

EXHIBIT A

Street Lighting LED Conversion Project - City of Wilsonville				
Contract Amendment Summary				
		Original Budget	Increase	Justification
Task 1	Project Management and Coordination	\$ 10,399	\$ 9,343	Additional weekly progress phone calls with City to coordinate project elements. Additional invoices and progress estimates prior to Phase 2 construction.
Task 2	Public Outreach Assistance	\$ 3,775		
Task 3	50% Design	\$ 16,877		
Task 4	90% Design	\$ 24,775		
Task 5	Final Design	\$ 13,464	\$ 7,771	Added plan sheets to provide additional detail to reduce contractor risk, improve bidding and reduce construction change orders
Task 6	Bidding Services (Phase 1 Only)	\$ 2,188	\$ 2,313	Additional Addendums and Rebid Package Preparation
Task 7	Construction Administration and Inspection Assistance (Phase 1 Only)	\$ 25,137		
New Task	Energy Trust Application Assistance		\$ 4,193	Coordinated and completed Energy Trust of Oregon applications for rebates for City
	Expenses	\$ 1,582	\$ 576	Additional CAD hours for Phase 2 PS&E efforts.
		\$ 98,197	\$ 24,197	



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: September 21, 2020	Subject: Resolution No. 2845 Risk and Resilience Assessment and Emergency Response Plan Project Staff Member: Delora Kerber, PE, Public Works Director 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 Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to approve the Consent Agenda.		
Project / Issue Relates To: America's Water Infrastructure Act of 2018		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Resolution No. 2845, the personal services agreement with Tetra Tech for the development of the City's Risk and Resilience Assessment and Emergency Response Plan for the City's water infrastructure.

Resolution No. 2845 Staff Report

Page 1 of 3

EXECUTIVE SUMMARY:

On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law. AWIA Section 2013 requires community drinking water systems serving more than 3,300 people to develop or update risk assessments and emergency response plans (ERP). The law specifies the components that the risk assessments and ERP must address and establishes deadlines by which water systems must certify to the Environmental Protection Agency (EPA) completion of the risk assessment and ERP.

The Risk and Resilience Assessment shall include and evaluation of:

- Risks to the system from malevolent acts and natural hazards.
- Resilience of water facility infrastructure (including pipes, physical barriers, water sources and collection, treatment, storage and distribution, electronic, computer, or other automated systems including the security of such systems.
- Monitoring practices of the system.
- Financial systems (e.g. billing systems)
- Chemical storage and handling.
- Operations and maintenance.

The assessment may include an evaluation of capital and operational needs for risk and resilience management for the system.

No later than six months after certifying completion of its risk and resilience assessment, each system must prepare or revise, where necessary, an emergency response plan that incorporates the findings of the assessment. The City currently has an approved ERP, but will be revising it with this project.

The Emergency Response Plan shall include:

- Strategies and resources to improve the resilience, including the physical security and cybersecurity.
- Plans and procedures for responding to a natural hazard or malevolent act that threaten safe drinking water.
- Actions, procedures and equipment to lessen the impact of a malevolent act or natural hazard, including alternative water sources, relocating intakes and flood protection barriers.
- Strategies to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

The City must maintain a copy of the Assessment and ERP for five years after certifying the plan to the EPA.

EXPECTED RESULTS:

By executing this personal services agreement with Tetra Tech, the City will be able to comply with the American's Water Infrastructure Act and submit certification for the completion of the City's Risk and Resilience Assessment and Emergency Response Plan.

TIMELINE:

The certification of the Risk and Resilience Assessment (RRA) is due June 30, 2021 and completion of the Emergency Response Plan is due by December 31, 2021.

CURRENT YEAR BUDGET IMPACTS:

Funding for the RRA and ERP project is included in the FY 20/21 budget. The project cost is \$100,879.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 9/9/2020

LEGAL REVIEW / COMMENT:

Reviewed by: Date:

COMMUNITY INVOLVEMENT PROCESS:

Not Applicable.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

By executing the RRA and ERP contract the City will be able to meet the requirements of the America's Water Infrastructure Act of 2018.

ALTERNATIVES:

Reject the personal services agreement as proposed and re-solicit for the services related to the RRA and ERP project.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2845
 - A. Risk and Resilience Assessment and Emergency Response Plan – Personal Services Agreement

RESOLUTION NO. 2845

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PERSONAL SERVICES AGREEMENT CONTRACT WITH TETRA TECH FOR DEVELOPMENT OF THE CITY'S WATER SYSTEM RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN AS REQUIRED BY THE AMERICA'S WATER INFRASTRUCTURE ACT OF 2018.

WHEREAS, on October 23, 2018, America's Water Infrastructure Act (AWIA) was sign into law; and

WHEREAS, AWIA Section 2013 requires community drinking water systems serving more than 3,300 people to develop or update risk assessment and emergency response plans (ERPs); and

WHEREAS, the law specifies the components that the risk and resilience assessment (RRA) and ERPs must address and establishes the deadlines by which water systems must certify to the Environmental Protection Agency (EPA) completion of the risk assessment and ERP; and

WHEREAS, Wilsonville's population serviced is between 3,301 and 49,999 requiring a certification deadline of June 30, 2021 for the RRA and December 31, 2021 for the ERP; and

WHEREAS, Tetra Tech is qualified to perform the services required by the America's Water Infrastructure Act; and

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

- Section 1. The procurement process for the Project duly followed Oregon Contracting Rules, and Tetra Tech was selected to provide the Risk and Resilience and Emergency Response Plan services.
- Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Tetra Tech for a not-to-exceed amount of \$100,879.
- Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 21st day of September 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:

- A. Water System Risk and Resilience Assessment and Emergency Response Plan-
Professional Service Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Water System Risk and Resilience Assessment and Emergency Response Plan (“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 **Tetra Tech, Inc.**, a Delaware corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

WHEREAS, Consultant 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

Consultant shall diligently perform the assessment services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2021, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, name, or logo of, or otherwise be identified as coming from, Consultant’s authorized Project Manager.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant’s reasonable control, including but not limited to strikes,

lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE HUNDRED THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS (\$100,879), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 15**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, 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 Consultant as promptly as is reasonably possible.

4.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 5. City's Project Manager

The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project. The City's Project Manager is Delora Kerber. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 6. Consultant's Project Manager

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

Section 7. Project Information

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

Section 8. Subcontractors and Assignments

8.1. Unless expressly authorized in **Exhibit A** or **Section 9** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant'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. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

8.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers,

subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

8.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 9. Consultant Is Independent Contractor

9.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

9.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 15** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

9.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 9** and meet the same insurance requirements of Consultant under this Agreement.

Section 10. Consultant Responsibilities

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

10.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant 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. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

10.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement 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 Agreement, in whole or in part, by the City. References to "subcontractor" mean a subcontractor at any tier.

10.4. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant's employees and/or subcontractors, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 11. Indemnity

11.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, 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 Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. 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 Consultant 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 Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, 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 Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 11.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

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

Section 12. Insurance

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

12.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, 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 Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

12.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

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

12.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants 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.

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

12.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant'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. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

12.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant 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.

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

Section 13. Early Termination; Default

13.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

13.1.1. By mutual written consent of the parties;

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

13.1.3. By Consultant, 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 Consultant, 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.

13.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, 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, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

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

13.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 17**, for which Consultant has received payment or the City has made payment.

Section 14. Suspension of Services

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 Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 15. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 16. Access to Records

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

Section 17. Property of the City

17.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

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

Section 18. Notices

Any notice required or permitted under this Agreement 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: Delora Kerber, Public Works Director
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: Tetra Tech, Inc.
Attn: Brian Murphy
15350 SW Sequoia Pkwy, Suite 220
Portland, OR 97224

Section 19. Miscellaneous Provisions

19.1. Integration. This Agreement, 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 Agreement shall control.

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

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

19.4. Adherence to Law. In the performance of this Agreement, Consultant 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 Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

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

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

19.7. 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 Agreement 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 Agreement, 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.

19.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement 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.

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

19.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

19.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

19.12. 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 Agreement, the first day from which the designated period of time begins to run shall not be included.

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

19.14. Number, Gender and Captions. In construing this Agreement, 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 Agreement.

19.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. 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 Agreement gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

19.16. 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 Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

19.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement 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 Agreement, 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.

19.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

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

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

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

TETRA TECH, INC.

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

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

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SCOPE OF WORK

EXHIBIT A



RE: AMERICA'S WATER INFRASTRUCTURE ACT (AWIA) WATER SYSTEM RISK AND RESILIENCE ASSESSMENT (RRA) AND EMERGENCY RESPONSE PLAN (ERP)

Task 1 Project Administration

Tetra Tech will provide a Project Administration Plan to direct, coordinate, and monitor the activities of the project with respect to budget, schedule, and contractual obligations.

Tetra Tech will be responsible for management of all Tetra Tech team activities, including any subconsultants. Tetra Tech will manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and budget and ensure timely completion of the Project.

Tetra Tech will provide full coordination with City of Wilsonville staff and be responsive to any communications. Tetra Tech will be in contact with the City frequently enough to ensure a timely City review of deliverables. Tetra Tech will work with all stakeholders in a responsible manner and as directed by the City of Wilsonville's Project Manager.

Tetra Tech will prepare all project-related agendas and meeting minutes. Agendas and the supporting information will be distributed via emails to the City of Wilsonville's Project Manager at least one business day prior to any meetings, except draft reports, which shall be submitted at least five business days ahead of the meetings. Meeting minutes shall be distributed to all attendees and any other identified parties within five business days of the meeting date. Tetra Tech will submit a summary report of work completed by sub-tasks with each invoice.

Tetra Tech will provide the City's Project Manager with a COVID-19 Safety Measures written policy at the commencement of the Project.

Transfer of draft and final reports as well as other security sensitive documents shall be done through a secure file sharing format.

Tetra Tech will conduct internal quality assurance and quality control meetings and follow-up with technical experts as necessary during the course of the project. This project will be conducted over a 12 month period.

Deliverables:

- Project Administration Plan
- COVID-19 Safety Measures Policy
- Project Schedule
- Project related agendas and meeting minutes
- Summary report of work completed by subtask with each invoice

Task 2 Kickoff Meeting and Data Review

Tetra Tech will conduct a project planning meeting with the Project Manager from the City of Wilsonville. The objectives of this meeting will be to confirm the project timeline, confirm stakeholders participating in the project, and coordinate compilation of the necessary documents to conduct the plan reviews. The critical path item in developing a plan of this nature is data collection. We will address this need immediately. Using the AWIA requirements as a minimum baseline, we will develop a data needs list, data needs submission log, and draft data collection plan. The data collection schedule will be finalized at the kickoff meeting.

During the meeting, Tetra Tech will confirm the overall project, scope, project plan, and schedule.

Assumptions: The kickoff meeting will be via video conference attended by the Tetra Tech project manager, project engineer, cybersecurity, and physical security leaders.

Task 3 Data Collection and Review

Data gathering, through existing documentation and field assessment will address the following elements:

- Malevolent acts (physical and cyber intrusion by internal/external perpetrators) and natural hazards (for the City of Wilsonville, it is assumed that the list of natural hazards can be limited to earthquakes, fires, floods and storm events)
- System resilience
- Monitoring practices
- Financial network infrastructure
- Operation and maintenance
- Network diagrams addressing schemes and system descriptions
- City of Wilsonville records of previous malevolent acts, natural events, service outages due to utility or external factors

The focus of data collection will be identifying the status of existing systems and analyzing existing systems and deficits per the EPA guidelines and City of Wilsonville's objectives.

Additional technical documentation that may be requested if available includes:

- Latest version of all security policies and procedures
- Any contract/asset access service agreements
- Security documentation such as post orders, recent calls for service, and security organization chart.
- Electronic engineering files of the administration and operations building utilities, communications and security systems
- Available O&M manuals
- Most recent emergency management plan
- Water System and Treatment Plant Master Plans

At a minimum, this assessment will include the following system elements:

- Transmission pipelines
- Pump station
- Source wells
- Finished water storage
- Security systems and practices
- Operations center
- Surface water intake
- Cyber systems

Task 4 Asset and Threat Characterization and Consequence Analysis – Workshop #1

Asset-Threat Pair Determination

Tetra Tech will prepare for, and facilitate, Workshop #1 with the City of Wilsonville to introduce the Risk Analysis and Management for Critical Asset Protection (RAMCAP) assessment approach and develop the physical and cyber asset characterization. The workshop will be held via video conference and be attended by Tetra Tech's project manager, project engineer, cybersecurity specialist, and physical security specialist.

Tetra Tech will review the major cyber assets associated with each facility and their criticality to the City of Wilsonville's mission. Tetra Tech will facilitate a discussion with City staff to define their mission, followed by a discussion of how each facility is critical to this mission.

A threat characterization will be conducted, to assess malevolent acts and natural hazards, including threats that can impact off-site assets controlled by others (e.g., utilities and chemical suppliers). The workshop will identify reasonable, worst-case threats using the RAMCAP table of potential hazards and threat scenarios. These are based on leading physical and cybersecurity guidance identified as AWIA consensus standards for water utilities, including the following:

- AWWA J100 Standard
- AWWA Cyber Security Guidance & Tool
- National Institute of Standards and Technology Cybersecurity Framework
- ISA/IEC-62443 (Formerly ISA-99) Industrial Automation and Control Systems Security
- National Institute of Standards and Technology SP800-82 Rev. 1 Guide to Industrial Control Systems Security

Tetra Tech will prepare for, and facilitate, the threat characterization process at the workshop. This part of the workshop will identify threats and narrow the focus of threats that represent real, physically possible threats to critical assets identified during the asset characterization.

Tetra Tech will prepare an Asset Classification and Threat Characterization Technical Memorandum summarizing the key assets and associated criticality identified during the workshops.

Assumptions

- This assessment will be conducted in a manner and develop results to meet the needs of the AWIA RRA requirements.
- The RRA will fully evaluate a maximum of twenty (20) water system Asset-Threat pairs.

Deliverables:

- Asset Classification and Threat Characterization Technical Memorandum

Field Investigations

Tetra Tech will conduct field-data collection regarding water assets identified as critical and conduct interviews with key staff.

In conjunction with fieldwork, Tetra Tech's cybersecurity lead, will spend time with the City of Wilsonville's IT and SCADA staff reviewing the networks. Tetra Tech will request information from the City to identify the key components of the network and cyber infrastructure. This will allow Tetra Tech to become familiar with the critical automated systems prior to the onset of project work.

Tetra Tech's field investigations will determine the ability of current protection systems to withstand each

identified threat. Each site will be classified based on the criticality of its cyber assets as defined in the RAMCAP methodology. Tetra Tech will begin with threat analysis assumptions identified during the asset/threat characterization workshop to estimate the likelihood of a malevolent act or natural hazard based on relative alternative targets and historical records, respectively.

Assumptions

- Physical assets field assessments will be conducted with Tetra Tech physical security lead on-site adhering to all social distancing requirements

Consequence Analysis

Tetra Tech will reconvene with City of Wilsonville staff to identify the types of consequences to be evaluated and quantify those consequences. This information will be used in the PARRE Software Tool to assign scores to calculate consequence of loss for each asset-threat pair. We will confirm or revise the consequence analysis to rank asset-threat pairs according to the magnitude of resulting consequences, using a consequence scale provided in the RAMCAP methodology. Consequences will be estimated, at a minimum, in terms of loss of life and serious injury; financial losses; duration and severity of service denial; and economic losses to the utility. This analysis will be used as the basis for the vulnerability and threat analysis workshop to follow.

Task 5 Vulnerability and Threat Analysis – Workshop #2

Based on the findings of Workshop #1, Tetra Tech will use the consequence analysis to identify a natural breakpoint in the quantification of consequence to identify approximately the top twenty critical assets in the water system. This approach, as recommended by the J100 guidance is simply to ascertain a manageable number of assets to be addressed.

With a focused list of assets Tetra Tech will prepare a vulnerability analysis to identify, within the security framework, the vulnerabilities to threats and/or hazards that could potentially occur.

Tetra Tech will then conduct a threat analysis using data from City records, law enforcement, and Emergency Planning and Community Right to Know Act (EPRCA Tier II) databases to identify the likelihood of that a natural hazard, dependency or proximity hazard or malevolent threat would take place at their facility.

Tetra Tech will facilitate Workshop #2 via video conference with City staff to review and revise the vulnerability and threat likelihood analysis.

Deliverables:

- Technical memorandum summary of the final agreed upon vulnerability and threat analysis findings.

Task 6 Risk and Resilience Analysis

Tetra Tech will assess the risk and resilience to the previously identified Asset-Threat pairs according to the malevolent acts and natural events (including earthquakes) as outlined by the AWWA J100 methodology. Tetra Tech will compile all information and scores gathered in the preceding tasks to calculate risk and resilience for each asset-threat pair. Risk is calculated as the product of the Consequence (expressed as a scored value), Vulnerability (expressed as a probability), and Threat Likelihood (expressed as a probability):

$$\text{RISK} = \text{Consequence} \times \text{Vulnerability} \times \text{Threat Likelihood}$$

Resilience will be calculated as the product of the Service Outage (expressed as a scored value in terms of

duration and severity), Vulnerability, and Threat Likelihood.

RESILIENCE = Duration x Severity x Vulnerability x Threat Likelihood

Tetra Tech will prepare a risk and resilience analysis technical memorandum compiling the results of the analysis. We will then facilitate a video-conference call to discuss the results to ensure that all City participants agree with the outcome and determine which risks warrant mitigation. The call will define what level of risk and resilience is acceptable. For asset-threat pairs with an unacceptable level of risk and resilience, the following process will be pursued:

- Define mitigation and resilience options as countermeasures to the threats.
- Estimate the capital and operating costs for each option.
- Identify options that apply to multiple asset-threat pairs.
- Calculate the net benefits and benefit-cost ratio to estimate total value and risk-reduction efficiency of each option.
- Determine the resources needed to operate the selected options.
- Identify mitigation options for the selected asset-threat pairs.

Deliverables:

- Risk and Resilience Analysis Technical Memorandum

Task 7 Risk and Resilience Management - Workshop #3

Following the calculation of risk and resilience, Tetra Tech will facilitate Workshop #3. The Risk and Resilience Management workshop will evaluate and select what, if any, actions are needed to enhance all-hazards security or resilience are needed. If actions are needed then selecting the portfolio of actions to be taken including improving security, improving consequence mitigation, developing redundancy, entering into mutual aid agreements, developing emergency response plans, reducing or eliminating dependency/proximity threats, etc.

These decisions will be subjective and dependent upon City staff participants. Therefore, the recording or the reasoning process and justification for each decision will be important for future groups when the RRA is updated.

Tetra Tech will prepare recommended risk and resilience management options for the City of Wilsonville's consideration and submit the recommendations in one-week in advance of the workshop. Tetra Tech will develop the necessary spreadsheets and analytical tools for evaluating and selecting the recommendations.

Task 8 Draft Final and Final RRA

Following completion of the workshops Tetra Tech will prepare a Draft Final RRA compiling and summarizing the process, results, recommendations, decisions, and action items that will provide the City with Risk and Resilience Action Plan for review. Following review, Tetra Tech will conduct a meeting with the City project manager to review comments and revisions. Tetra Tech will prepare a Final RRA Action Plan for the City of Wilsonville's records. Tetra Tech will prepare a single RRA report addressing both treatment and distribution systems. This will enable City of Wilsonville to meet AWIA requirements yet have all risk and resilience documentation in a single location. Tetra Tech will also prepare the required RRA Compliance Letter for the City of Wilsonville's submission to the EPA. Tetra Tech will provide a PDF and Microsoft Word copies on a flash drive.

Deliverables:

- Draft Final RRA

- Final RRA
- RRA Compliance Letter for the City of Wilsonville's submission to the EPA

Assumptions:

The City of Wilsonville will provide a single set of reviewed and resolved comments on the Draft Final RRA.

Task 9 Emergency Response Plan (ERP) Initiation

Concurrent with the submission of the final RRA, Tetra Tech will initiate the process of developing the ERP. Tetra Tech will conduct a 2-hour video-conference ERP project kickoff meeting with the City's project manager and key personnel. The Tetra Tech project manager will facilitate the meeting.

Tetra Tech will conduct the ERP kickoff meeting with key stakeholders pre-selected and notified by the City, who will serve as members of a Working Group. The objectives of this meeting will be to initiate their involvement in the ERP development. Meeting objectives will also include obtaining commitment and buy-in to the planning process, as well as setting expectations and confirming responsibilities of the Working Group members.

Two weeks prior to the meeting Tetra Tech will submit to the City's project manager an ERP data request for documents.

Deliverables: ERP Data Needs List

Assumptions: The City will pre-select and notify ERP development stakeholders

Task 10 Plan Review and ERP Outline

Tetra Tech will conduct a comprehensive review of the existing emergency response documentation and guidance and determine their suitability for meeting requirements for AWIA compliance. A gap analysis will be conducted to guide a discussion with the City regarding the update's overall vision and end state in Task 11.

After conducting a gap analysis and reviewing revisions needed to meet the AWIA compliance, Tetra Tech will develop a detailed ERP outline that is consistent with both the City's vision and AWIA requirements.

Deliverables: Draft detailed ERP outline

Task 11 Stakeholder Workshop/Meetings

In this task, Tetra Tech will conduct a video conference and up to four stakeholder interviews with departments that have critical ERP responsibilities. The meeting and interviews are designed to refine the necessary information to revise the plan as well as discuss key planning assumptions and the outline and format of the updated ERP.

Deliverables: Facilitated ERP workshop and four technical interviews

Task 12 Preliminary, Draft Final, and Final ERP Development and Review

Tetra Tech will develop a preliminary draft ERP and submit it to the City two-weeks prior to a document review workshop with the ERP Working Group. The workshop objective is for stakeholders to provide review, input, and direction and for the Tetra Tech team and to gather feedback and clarification. The workshop will be scheduled for two hours.

Following the workshop, Tetra Tech will prepare a draft final ERP for City review. The City will provide a final review of the ERP. Tetra Tech will conduct a video conference with the City project manager to review comments


and revisions. Following the call Tetra Tech will prepare a final ERP for the City's records. Tetra Tech will also prepare the required ERP compliance letter for the City's submission to the EPA.

Deliverables:

- Preliminary draft ERP
- Final ERP in an edit capable electronic format
- EPA ERP compliance letter

Assumptions:

The City will provide a single set of reviewed and resolved comments.

 Price Proposal City of Wilsonville AWIA RRA/ERP		Labor Plan										Price Summary / Totals						
		7 Resource										Task Pricing Totals	100,879					
Submitted to: City of Wilsonville AWIA RRA/ERP (Attn: Delores Kerber)		Proj Area >										Specify Add'l Fees on Setup	0					
Contract Type: T&M												Technology Use Fee						
												Total Price	100,879					
		Pricing by Resource																
Project Phases / Tasks	Schedule	Work Days Off	Work Days	Total Labor Hrs	Project Manager (Murphy, Brian)	Project Engineer (Martin, Mary)	Cybersecurity Lead (George, Bob)	Cybersecurity Engineer (Lamb, Corey)	Emergency Response Lead (Spencer, Bart)	Technical Editor (Portman, Dan)	Administration (Connelly, Becky)	Labor Rate Esc.	Labor	Subs	Travel	Mat'l's & Equip	ODCs	Task Pricing Totals
Task 1 Project Administration				471	62	186	17	127	59	12	8	0.00%	78,879	22,000	-	-	-	100,879
Task 2 Kickoff Meeting				12	4						8		1,840					1,840
Task 3 Data Collection and Review				8	1	4	1	1	1				1,344	1,100				2,444
Task 4 Asset and Threat Characterization and Consequence Analysis Wkshp				26	14	14	6	12					3,957	2,200				6,157
Task 5 Vulnerability and Threat Analysis Workshop				74	12	32	6	24					12,892	6,600				19,492
Task 6 Risk and Resilience Analysis				72	12	30	6	20					12,293	5,500				17,793
Task 7 Risk and Resilience Management Workshop				56	30	30	6	20					8,893					8,893
Task 8 Draft and Final RRA				42	10	16	4	16					16,785	3,300				20,085
Task 9 ERP Initiation				108	12	60	4	24	2	8			850					850
Task 10 ERP Review and Plan Outline				4	2								1,650					1,650
Task 11 Stakeholder Workshops				9	1				8				2,400					2,400
Task 12 Preliminary, Draft and Final ERP				12	4				40	4			8,520					8,520
Totals				471	62	186	17	127	59	12	8	0.00%	78,879	22,000	-	-	-	100,879



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: September 21, 2020</p>	<p>Subject: Resolution No. 2846 Sole Source Selection - Backyard Habitat Certification Program</p> <p>Staff Member: Kerry Rappold, Natural Resources Manager</p> <p>Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p>	
<p>Comments: N/A</p>		
<p>Staff Recommendation: Staff recommends 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 checked="" type="checkbox"/> Council Goals/Priorities: Stewardship of the Environment and Natural Resources</p>	<p><input type="checkbox"/> Adopted Master Plan(s)</p>	<p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

Authorize the sole source selection of the Backyard Habitat Certification Program (BHCP), over a three-year period covering FY 2020/2021 through FY 2022/2023, to provide assistance and incentives to residents with lots an acre or smaller who seek to restore native wildlife habitat in their backyards.

EXECUTIVE SUMMARY:

The City of Wilsonville has partnered with the BHCP since 2018. Previously, based on direct selection requirements, contracts were issued on a yearly basis in amounts less than \$10,000. A multi-year agreement will provide the Backyard Habitat Certification Program with the stability necessary for engaging property owners in the long-term goal of restoring native wildlife habitat.

The City may sole-source procurements without competition when it is determined that one of four (4) criteria outlined in ORS 279B.075 are met based on written findings. In this case two (2) of the criteria are met;

(2)(a) That the efficient utilization of existing goods requires acquiring compatible good or services.

Finding: As described in further detail below, the BHCP provides the City a unique opportunity to engage the community in the restoration of native wildlife habitat, and an array of assistance is available through the program that could not be replicated with another organization.

(2)(d) Other findings that support the conclusion that the goods or services are available from only one source.

Finding: The BHCP is the only organization that provides a certification program for small property owners and a unique combination of technical assistance and incentives that enable residents to restore native wildlife habitat.

Columbia Land Trust and Portland Audubon co-manage the BHCP, which provides technical assistance, incentives, resources, and recognition to private property owners to restore native wildlife habitat, control priority noxious weeds, reduce use of pesticides, and manage stormwater at home. The program is designed to increase effective management of privately-held lands by partnering with communities and by leveraging the time, labor and skills of volunteers and program participants. Started in 2009, the program currently serves properties within most urban and suburban areas of Multnomah and Clackamas counties with future expansion slated for Washington and Clark counties.

To date, the BHCP partners with more than 6,400 residents, whose yards span more than 1,500 urban and sub-urban acres, and has experienced significant growth in Clackamas County over the past year. Columbia Land Trust and Portland Audubon launched the expansion of the BHCP into the city of Wilsonville in 2018. The BHCP corresponds with many of the existing “Bee Stewards” and “Bee City USA” program initiatives, such as creating pollinator habitat, reducing the use of pesticides, and raising community awareness and participation in pollinator conservation.

EXPECTED RESULTS:

Selecting the BHCP will allow the City to continue an effective and beneficial partnership. In the first two years in Wilsonville, twenty-eight (28) property owners have enrolled in the program and three properties have been certified.

TIMELINE:

City Council to approve the sole source selection of the Backyard Habitat Certification Program on September 21, 2020. The sole source notice in the Daily Journal of Commerce (DJC) will be posted after Resolution 2846 is approved and before the agreement is signed.

CURRENT YEAR BUDGET IMPACTS:

The Natural Resources Program planned for the Backyard Habitat Certification Program during the FY2020/2021 budget cycle and funds are available to cover the fee of \$8,500. The Natural Resources Program will budget \$8,500 per year during the FY 2021/2022 and FY 2022/2023 budget cycles. The total cost of the three-years is \$25,500.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 9/9/2020

LEGAL REVIEW / COMMENT:

Reviewed by: Date:

COMMUNITY INVOLVEMENT PROCESS:

The BHCP engages the community through various outreach activities, which includes direct mailings, tabling at events, and electronic and social media.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Property owners are inspired to contribute to a healthy regional ecosystem by information provided throughout the course of the program. They receive tips for natural gardening, information on the benefits of weed removal and native plantings, on-site stormwater management, and how each of these works together to keep our water and air clean, while providing crucial habitat for wildlife.

ALTERNATIVES:

The City could choose not to partner with the BHCP, or only contract on a yearly basis for less than \$10,000.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

A. Resolution No. 2846

RESOLUTION NO. 2846**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE SOLE SOURCE SELECTION OF THE BACKYARD HABITAT CERTIFICATION PROGRAM FOR FY 2020-2021 THROUGH FY 2022-2023.**

WHEREAS, Columbia Land Trust and Portland Audubon co-manage the Backyard Habitat Certification Program (BHCP), which provides technical assistance, incentives, resources, and recognition to private property owners to restore native wildlife habitat, control priority noxious weeds, reduce pesticides, and manage stormwater at home; and

WHEREAS, the program is designed to increase effective management of privately-held lands by partnering with communities and by leveraging the time, labor and skills of volunteers and program participants; and

WHEREAS, Columbia Land Trust and Portland Audubon launched the expansion of the BHCP into the city of Wilsonville in 2018; and

WHEREAS, the City may sole-source procurements without competition when it is determined that one (1) of four (4) criteria outlined in ORS 279B.075 are met based on written findings; and

WHEREAS, the City finds that ORS 279B.075(2)(a), *“That the efficient utilization of existing goods requires acquiring compatible good or services,”* is met. The BHCP provides the City a unique opportunity to engage the community in the restoration of native wildlife habitat, and an array of assistance is available through the program that could not be replicated with another organization; and

WHEREAS, the City finds that ORS 279B.075(2)(d), *“Other findings that support the conclusion that the goods or services are available from only one source,”* is met. The BHCP is the only organization that provides a certification program for small property owners and a unique combination of technical assistance and incentives that enable residents to restore native wildlife habitat; and

WHEREAS, the total projected contract cost for the program from FY 2020/2021 through FY 2022/2023 is \$25,500.

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

1. The City Council incorporates and adopts the above recitals and the staff report accompanying this Resolution as if fully set forth herein.
2. The City Council approves the sole source selection of the Backyard Habitat Certification Program for FY 2020/2021 through FY 2022/2023.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 21st day of September 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



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: September 21, 2020		Subject: Resolution No. 2847 Sole Source Selection – Friends of Trees	
		Staff Member: Kerry Rappold, Natural Resources Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Stewardship of the Environment and Natural Resources	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Authorize the sole source selection of Friends of Trees (FOT), over a three-year period covering FY 20/21 through FY 22/23, to provide site preparation activities, planting and mulching events by community volunteers, and follow-up maintenance completed by FOT staff and youth work crews.

EXECUTIVE SUMMARY:

Since 2002, the City of Wilsonville has partnered with Friends of Trees on a wide variety of natural resource planting, restoration and maintenance activities. Previously, based on direct selection requirements, contracts were issued on a yearly basis and in amounts less than \$10,000. A multi-year agreement will provide Friends of Trees with the stability in planning for proper site preparation and setting the community revegetation efforts up for the highest degree of long-term success. The increase, approximately \$4,000 to \$5,000 per year, in the amount paid to Friends of Trees will allow them to fully achieve the objectives of the program in regards to restoring habitat and properly maintaining the increasing number of restored acres.

The City may sole-source procurements without competition when it is determined that one (1) of four (4) criteria outlined in ORS 279B.075 are met based on written findings. In this case two (2) of the criteria are met;

(2)(a) That the efficient utilization of existing goods requires acquiring compatible good or services.

Finding: As described in further detail below, Friends of Trees provides the City a unique combination of community involvement and habitat restoration. They bring an exceptional level of experience to organizing volunteers and successfully completing habitat improvement projects.

(2)(d) Other findings that support the conclusion that the goods or services are available from only one source.

Finding: Friends of Trees is the only organization that provides the capacity to effectively organize volunteers in the restoration of the urban forest. They cover the gamut of restoring habitat from planting events through long-term maintenance and monitoring.

Founded in 1989, Friends of Trees is a regional leader in improving the urban tree canopy and restoring sensitive natural areas - through programs delivered by thousands of volunteers. Since their founding, Friends of Trees has planted more than 800,000 trees and native plants in over 100 neighborhoods in six counties across two states.

Friends of Trees offers two programs to improve the urban forest: Neighborhood Trees and Green Space. The Neighborhood Trees program grows the urban forest through planting street and yard trees. In 2019, Public Works started a partnership with the Neighborhood Trees program to improve the diversity and quality of Wilsonville’s street trees. The Green Space program works in urban natural areas to restore and improve native habitats. These sylvan locations provide a vital resource for our urban invertebrates, birds, and mammals as well as an important area for humans to connect directly with nature. Since 2002, Natural Resources has partnered with the Green Space program to improve habitat in Memorial Park, Tranquil Park, Water Treatment Plant Park and the Boeckman Creek Corridor.

EXPECTED RESULTS:

Selecting Friends of Trees will allow the City to continue an effective and beneficial partnership. Over the last eighteen years, there have been thousands of volunteers involved in planting events and significant, long-term, improvement to Wilsonville’s native habitats.

TIMELINE:

City Council to approve the sole source selection of Friends of Trees on September 21, 2020. The sole source notice will be posted in the Daily Journal of Commerce (DJC) after Resolution 2847 is approved and before the agreement is signed.

CURRENT YEAR BUDGET IMPACTS:

The Natural Resources Program planned for Friends of Trees during the FY2020/2021 budget cycle and funds are available to cover the fee of \$14,320. The Natural Resources Program will budget \$15,105 per year during the FY 2021/2022 and FY 2022/2023 budget cycles. The total cost of the three-years is \$44,530.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 9/9/2020

LEGAL REVIEW / COMMENT:

Reviewed by: Date:

COMMUNITY INVOLVEMENT PROCESS:

Friends of Trees engages the community through various outreach activities, which includes door hangers, postcards, signage, tabling at events, and online recruitment tools.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Community residents are inspired to contribute to a healthy regional ecosystem by participating in the program. Friends of Trees provide trained, volunteer Crew Leaders to manage the volunteers at planting and maintenance events and ensures the safety and well-being of participants in planting native trees and plants.

ALTERNATIVES:

The City could choose not to partner with Friends of Trees, or only contract on a yearly basis for less than \$10,000.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

A. Resolution No. 2847

RESOLUTION NO. 2847**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE SOLE SOURCE SELECTION OF FRIENDS OF TREES FOR FY 2020-2021 THROUGH FY 2022-2023.**

WHEREAS, Friends of Trees (FOT) is a regional leader in improving the urban tree canopy and restoring sensitive natural areas—through programs delivered by thousands of volunteers; and

WHEREAS, the FOT Green Space program restores urban natural areas to improve native habitats. These sylvan locations provide a vital resource for our urban invertebrates, birds, and mammals as well as an important area for humans to connect directly with nature; and

WHEREAS, since 2002, the City has partnered with the FOT Green Space program to improve habitat in Memorial Park, Tranquil Park, Water Treatment Plant Park and the Boeckman Creek Corridor; and

WHEREAS, the City may sole-source procurements without competition when it is determined that one of four (4) criteria outlined in ORS 279B.075 are met based on written findings; and

WHEREAS, the City finds that ORS 279B.075(2)(a), “*That the efficient utilization of existing goods requires acquiring compatible good or services,*” is met. Friends of Trees provides the City a unique combination of community involvement and habitat restoration. They bring an exceptional level of experience to organizing volunteers and successfully completing habitat improvement projects; and

WHEREAS, the City finds that ORS 279B.075(2)(d), “*Other findings that support the conclusion that the goods or services are available from only one source,*” is met. Friends of Trees is the only organization that provides the capacity to effectively organize volunteers in the restoration of the urban forest. They cover the gamut of restoring habitat from planting events through long-term maintenance and monitoring; and

WHEREAS, the total projected contract cost for the program from FY 2020/2021 through FY 2022/2023 is \$44,530.

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

1. The City Council incorporates and adopts the above recitals and the staff report accompanying this Resolution as if fully set forth herein.
2. The City Council approves the sole source selection of Friends of Trees for FY 2020/2021 through FY 2022/2023.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 21st day of September 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

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, May 6, 2019. Council President Akervall called the meeting to order at 7:01 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

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

Staff present included:

- Bryan Cosgrove, City Manager
- Jeanna Troha, Assistant City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Kerry Rappold, Natural Resources Manager
- Chris Neamtzu, Community Development Director
- Andy Stone, IT Manager
- Patty Nelson, City Engineer
- Miranda Bateschell, Planning Director
- Bill Evans, Communications & Marketing Manager
- Robert Wurpes, Chief of Police
- Zach Weigel, Capital Projects Engineering Manager
- Zoe Monahan, Assistant to the City Manager
- Kerry Rappold, Natural Resources Manager

Motion to approve the order of the agenda.

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

Vote: Motion carried 3-0.

SUMMARY OF VOTES

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

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

COMMUNICATIONS

A. 2019 Oregon Urban & Community Forestry Award

Samantha Wolf, President, and Morgan Holen, Board Member, of Oregon Community Trees briefly introduced themselves, gave a short presentation on the Oregon Urban and Community Forestry Award program, and presented the award to Kerry Rappold; Natural Resources Manager with an overview of Mr. Rappold's contributing accomplishments.

Councilor Lehan said the position of Natural Resources Manager was invented for Mr. Rappold in 2001, which was controversial at that time because some believed the position was unnecessary. The City was fortunate to get Mr. Rappold into the position. He developed the position over time by working with Public Works, Planning, Engineering, and other departments. Having the position worked out well in the long run and Mr. Rappold has proven the position is important to the City.

Council President Akervall added that the position was important to the City because of all of the parks and open spaces. She noted that Mr. Rappold applied to serve on the committee for the Stormwater Education Program at Boones Ferry Primary School.

Mr. Rappold thanked the Councilors and said it has been a pleasure serving the City.

B. Police Department Annual Report

Chief Wurpes presented the Police Department's Annual Report for 2018 to the Council via PowerPoint. His presentation reviewed the City's contracts for law enforcement services and programs, the department's organizational chart, service and response statistics, crime and emergency response statistics, non-emergency response statistics, and community outreach. He also recognized individuals in the department, noting their expertise and contributions. He and City Manager Cosgrove answered clarifying questions from Councilors about non-emergency calls and commuter traffic patrol.

C. Clackamas County Behavioral Health Unit

Stacy Englund Supervisor, and Valentina Muggia, Clinician, of the Clackamas County Behavioral Health Unit (BHU) gave a PowerPoint presentation on the unit's staffing, training, program and services, partnerships with local law enforcement agencies, processes and operating procedures, statistics, trends, and future plans. After the presentation, they answered clarifying questions from Councilors about Staff's on-call rotations, partnerships, services, facilities, and the crisis telephone line.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

Jami Arbon, Wilsonville resident, said she was undergoing chemotherapy and cannabis has had a great impact on her life. Cannabis is something that is quite controversial. In 2016, Wilsonville allowed residents to vote on cannabis and the matter was put aside for two years. Now that more than two years had passed, she would like Council to revisit this matter. Those who are medically in need of cannabis must travel to get medication and the City is missing money. People have expressed concerned about crime rates and home values. However, a study conducted by Clever, a real estate group, found that home values increased in all the cities that allowed recreational and medical dispensary. Additional studies found that where cannabis is allowed, crime decreased. In the past, she worked with police as manager of a dispensary by providing the dispensary’s security camera footage to the police department to stop an individual who was committing crimes. Wilsonville is currently saying no to three percent of \$65 million. Approximately 70 percent of Americans approve of cannabis, and she asked the City Council to rewrite the wording on the ballot because that wording was the reason the ballot measure did not pass last time. Instead of asking should we keep the ban, ask the citizens should we once again allow cannabis in our community.

MAYOR’S BUSINESS

A. Budget Committee Appointment

Appointment of Daphnee Legarza to the Budget Committee for a term beginning 5/6/19 to 12/31/19.

Council President Akervall said the Mayor had written a letter, which was included in the Agenda packet, recommending that Ms. Legarza be appointed to the Budget Committee.

Motion: Councilor Lehan moved to ratify the recommendation of the Mayor to appoint Daphnee Legarza to the Budget Committee, for a term beginning 5/6/19 to 12/31/19. Councilor Stevens seconded the motion.

Vote: Motion carried 3-0.

SUMMARY OF VOTES

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

Daphnee Legarza thanked the Mayor and Councilors for the opportunity. She provided information on her personal and professional background, and said she looked forward to working with the Council, the Committee, and Staff.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

COUNCILOR COMMENTS

A. Council President Akervall

Ms. Akervall said on April 29, 2019, she attended the Willamette Intake Facilities (WIF) Commission meeting where she served as an alternate.

B. Councilor Lehan

Ms. Lehan said she appreciated Ms. Arbon’s comments on the marijuana issue. The Council had last discussed the topic just after the marijuana issue passed and decided that it would be discussed again in a few years. She thanked the Staff that attended the Heritage Tree dedication ceremony and provided details of the event. She also reminded that Bulky Waste Day was on Saturday at Republic Services, and Hazardous Waste Day was at City Hall.

C. Councilor Stevens

Ms. Stevens said she attended the French Prairie Forum meeting and the topic was transit. She also attended the Friday night movie at the library.

CONSENT AGENDA

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

A. **Resolution No. 2745**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Contract With Structured Communication Systems, Inc. For The Telecommunications Replacement Project.

B. **Resolution No. 2746**

A Resolution Of The City Of Wilsonville Accepting The Jurisdictional Surrender For A Portion Of Ridder Road By Clackamas County Pursuant To ORS 373.270.

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

Vote: Motion carried 3-0.

SUMMARY OF VOTES

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

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

NEW BUSINESS

A. Resolution No. 2747

A Resolution To Allocate Community Enhancement Funds For Fiscal Year 2019/2020.

Ms. Jacobson read the title of Resolution No. 2747 into the record.

Assistant to the City Manager Zoe Monahan provided the staff report. Ms. Monahan noted that Staff recommended a revision of the historical archives to \$11,319 based on the revised materials submitted by the Historical Society. She answered clarifying questions from Councilors about the source of funds, project details, and project budgets.

Councilor Stevens said she appreciated Ms. Monahan’s work and was glad the City had enough money to do all of the projects. The projects were Staff driven because they see need around the city, but several community members also offered project ideas. She hoped no changes would be made to the program because it benefited the town. She noted that these funds only partially fund the pedestrian pathway project, but made the project possible. In addition, the Historical Society project is a continuation of the last year’s project.

Motion: Councilor Stevens moved to approve Resolution No. 2747. Councilor Lehan seconded the motion.

Vote: Motion carried 3-0.

SUMMARY OF VOTES

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

B. Resolution No. 2748

A Resolution Of The City Of Wilsonville Approving Completion Of The Acquisition Of Wilsonville Town Center Lot 1.

Ms. Jacobson read the title of Resolution No. 2748 into the record.

Zach Weigel, Capital Projects Engineering Manager, provided the presentation. Staff recommended approval of the resolution. He answered clarifying questions from Councilors about the grant funding, design work costs, budgeting, and the design process.

City Attorney Jacobson stated for the record that the offer price is \$1,512,000 and the closing date is May 9, 2019.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Councilor Stevens said the Town Center Plan took more than two years, during which time the community’s input indicated the I-5 Pedestrian Bridge was a critical piece of the plan. Town Center was critical to Wilsonville’s viability and it was time for the area to have a facelift. She believed the bridge would help stimulate activity, and that residences and businesses wanted this to happen.

Councilor Lehan believed the bridge could have an iconic look. She did not want the design to copy Woodburn’s freeway crossing. The bridge could attract people to Wilsonville and make it easy for pedestrians and cyclists to get to Town Center from the west side.

Council President Akervall added that during the planning process, people said they wanted spaces that felt vibrant and a system for different types of transportation. This bridge could be a landmark.

Councilor Stevens noted the bridge would provide another way for people to come from the west and go to work in the industrial area. The Council committed to getting people from the west to their place of employment in 10 minutes when the WES train came in, and now, they would be able to walk or ride bicycles, so the bridge would become a commuter bridge.

Motion: Councilor Lehan moved to approve Resolution No. 2748. Councilor Stevens seconded the motion.

Vote: Motion carried 3-0.

SUMMARY OF VOTES

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

CONTINUING BUSINESS

- A. **Ordinance No. 835** – 2nd Reading
An Ordinance Of The City Of Wilsonville Adopting The Wilsonville Town Center Plan As A Sub-Element Of The Comprehensive Plan And Amending The Text Of The Wilsonville Comprehensive Plan, Comprehensive Plan Map, Zoning Map, And Development Code.

Ms. Jacobson read the title of Ordinance No. 835 into the record for second reading. She noted that no additional public comments had been submitted to Staff.

Councilor Lehan said this was the culmination of a process that took several years. Therefore, no Staff presentation was necessary.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Councilor Stevens thanked Staff for working on this monumental task.

Council President Akervall said she had enjoyed participating and watching Staff facilitate so much community involvement.

Motion: Councilor Lehan moved to adopt Ordinance No. 835 on second reading. Councilor Stevens seconded the motion.

Vote: Motion carried 3-0.

SUMMARY OF VOTES

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

CITY MANAGER’S BUSINESS

City Manager Cosgrove informed Council that Staff had learned there was no valid master plan for the Aurora State Airport. Staff was trying to figure out how that would affect the grant application that the airport submitted. He also reported that Damascus is still a city and announced that Tualatin Valley Fire & Rescue (TVF&R) would hold its annual Fill the Boot fundraiser for the Muscular Dystrophy Association (MDA) in Wilsonville on May 14, 2019.

LEGAL BUSINESS

City Attorney Jacobson announced that Kinder Morgan would be in the area June 25-27 to perform a drill simulation and provide a presentation for the public on the pipeline, what it does, and how it works. She also attended a meeting between Kinder Morgan and Planning Staff to plan for the replacement of the manual shut off valve.

ADJOURN

Council President Akervall adjourned the meeting at 8:41 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Tim Knapp, Mayor



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: September 21, 2020	Subject: Resolution No. 2843 Contract Award for Middle Housing in Wilsonville Project Staff Member: Daniel Pauly, AICP, Planning Manager Department: Community Development, Planning Division	
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 Council adopt Resolution No. 2843.		
Recommended Language for Motion: I move to approve Resolution No. 2843.		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities: A.6e. Engage the Community on Important Issues D.1. Complete the Equitable Housing Study and develop affordable housing strategies	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Council to decide whether to approve a contract with Angelo Planning Group for professional services for the Middle Housing in Wilsonville Project, which will help implement a portion of the Equitable Housing Strategic Plan as well as ensure compliance with Oregon House Bill 2001 and related administrative rules.

EXECUTIVE SUMMARY:

The 2019 Legislative session included the adoption of House Bill 2001 requiring cities adopt certain zoning standards to allow middle housing. In adoption of the Equitable Housing Strategic Plan the City Council further directed staff to incorporate equitable housing into the House Bill 2001 middle housing work. During their November 4, 2019 meeting, the City Council gave support, via Resolution No. 2771, to pursuing state grant funding for the project. The State subsequently awarded the City \$95,000 to support the House Bill 2001 compliance work. Further, the City Council adopted the Fiscal Year 2020-2021 Budget to include additional funds to ensure completion of the middle housing work. In July, with funding in place, the City advertised a Request for Proposals (RFP) for professional services to support the now titled “Middle Housing in Wilsonville Project” not to exceed \$125,000. The City received four proposals. After thorough review and ranking of proposals, a selection committee of City staff selected a consultant team led by Angelo Planning Group, with sub-consultants SERA Architects and EcoNorthwest.

The selected consultant team presented a thorough scope demonstrating a good understanding of the project components. The proposed services and related costs are well-tailored to the scope of the project anticipated by staff. The selected team has specific experience that benefits the project, including involvement in the writing of the state’s model code and minimum compliance standards for House Bill 2001 as well as previous work on housing code and design standards in Wilsonville as part of the Frog Pond planning process and development of the Residential Neighborhood zoning standards.

The contracted services will help the City of Wilsonville meet the mandates of House Bill 2001 passed by the Oregon Legislature in 2019 to: (1) allow duplexes on all lots that allow a single-family unit; and (2) other middle housing in areas zoned for residential that allow for single-family units. However, the project aims to go beyond meeting the minimum requirements of state law, seeking to provide a variety of units of quality design at affordable price points and with broad community support. A primary project focus will be the Frog Pond East and South planning area as staff anticipate the largest impact of new middle housing standards in this area as it is currently undeveloped. However, the Project will address middle housing for all residential land within the City. The Project will audit current policies and development standards and provide hearings-ready documents for compliance including Comprehensive Plan and Development Code updates, updated area master plans, and siting and design standards.

EXPECTED RESULTS:

The City will work with Angelo Planning Group to successfully complete the Middle Housing in Wilsonville Project.

TIMELINE:

The consultant will begin work in September of this year. Hearings ready documents will be complete by June 2021. Public hearings and adoption of related policy and code updates will be in the Summer and Fall of 2021.

CURRENT YEAR BUDGET IMPACTS:

The contract cost is covered by a combination of a grant from the Oregon Department of Land Conservation and Development and funds budgeted by the City in FY 2020-2021 for House Bill 2001 compliance.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 9/9/2020

LEGAL REVIEW / COMMENT:

Reviewed by: Date:

COMMUNITY INVOLVEMENT PROCESS:

The scope of the contract includes substantial community involvement. Outreach will be an integral part of the project, both on specific details of the project as well as part of the broader ongoing conversation in the community about housing and equity. The project outreach includes specific outreach the consultant team will lead. In addition, the consultant will coordinate with and integrate feedback from a community-partner-led outreach effort with the Latino community and other underrepresented community members that will begin in early 2021.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Increasing the variety of housing in Wilsonville and facilitating a further conversation in the community about needed housing.

ALTERNATIVES:

Not award the contract, direct staff to seek alternative professional services to support the project.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2843
 - A. Professional Services Agreement between the City of Wilsonville and Angelo Planning Group, Inc., Middle Housing in Wilsonville

RESOLUTION NO. 2843

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH ANGELO PLANNING GROUP, INC. FOR THE MIDDLE HOUSING IN WILSONVILLE PROJECT.

WHEREAS, during the 2019 legislative session the Oregon Legislature passed and Governor Brown signed into law House Bill 2001 concerning middle housing; and

WHEREAS, House Bill 2001 requires the City of Wilsonville to take certain actions to audit and potentially change the City's Comprehensive Plan, Development Code, and Legislative Master Plans; and

WHEREAS, the City needs to understand the potential impact on the City's infrastructure as a result of implementing the state requirements; and

WHEREAS, the City desires to update its policies to comply with House Bill 2001 that consider Wilsonville's unique context rather than default to the state model codes that would otherwise apply; and

WHEREAS, the City has undertaken the Middle Housing in Wilsonville Project ("the Project") to determine how Wilsonville should best comply with House Bill 2001; and

WHEREAS, the Project also supports the City's Equitable Housing Strategic Plan and lays the foundation for the upcoming Frog Pond East and South master planning process; and

WHEREAS, during their November 4, 2019 meeting the City Council gave support, via Resolution No. 2771, to pursuing a grant from the State for the Project; and

WHEREAS, the State subsequently awarded the City \$95,000 to support the Project; and

WHEREAS, the City's Fiscal Year 2020-2021 Budget included additional funds for the Planning Division to ensure the completion of House Bill 2001 compliance related work; and

WHEREAS, in July, with funding in place, the City issued a Request for Proposals (RFP) for professional services to support the Project; and

WHEREAS, the Request for Proposals duly followed the State of Oregon Public Contracting Rules and City of Wilsonville Municipal Code; and

WHEREAS, the City received four (4) separate proposals from qualified consultant teams to assist the City with the Project; and

WHEREAS, Angelo Planning Group, Inc. submitted a proposal for the Project, which was subsequently evaluated as the most qualified proposal, considering quality, cost, qualifications, and experience.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Angelo Planning Group, Inc. submitted the most qualified proposal.

Section 2. The City of Wilsonville 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 contract with Angelo Planning Group, Inc. for a stated value of \$125,000 which must be substantially similar to Exhibit A attached hereto and incorporated herein.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 21st day of September 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

RESOLUTION NO. 2843

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Page 2 of 3

EXHIBITS:

- A. Professional Services Agreement between the City of Wilsonville and Angelo Planning Group, Inc., Middle Housing in Wilsonville

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the Middle Housing in Wilsonville 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 **Angelo Planning Group, Inc.**, an Oregon corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

WHEREAS, Consultant 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

Consultant shall diligently perform the planning/consulting services according to the requirements and deliverable dates identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2021, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, name, or logo of, or otherwise be identified as coming from, Consultant’s authorized Project Manager.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant’s reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under

Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-THREE DOLLARS (\$124,723), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 16**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, 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 Consultant as promptly as is reasonably possible.

4.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar 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.

Section 5. City's Rights and Responsibilities

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

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2020-21. 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 6. City's Project Manager

The City's Project Manager is Daniel Pauly. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant's Project Manager

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

Section 8. Project Information

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

Section 9. Subcontractors and Assignments

9.1. Unless expressly authorized in **Exhibit A** or **Section 10** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant'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. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in

writing to such subcontracting. The City hereby agrees that Consultant will contract with SERA Architects to provide its design standards and code graphics services and ECONorthwest to provide its financial feasibility services. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

9.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 10. Consultant Is Independent Contractor

10.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

10.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 16** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

10.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the

City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 10** and meet the same insurance requirements of Consultant under this Agreement.

Section 11. Consultant Responsibilities

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

11.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant 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. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

11.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement 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 Agreement, in whole or in part, by the City. References to "subcontractor" mean a subcontractor at any tier.

11.4. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant's employees and/or subconsultants, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 12. Indemnity

12.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, 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 Consultant's negligent acts, omissions, errors, or willful or

reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. 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 Consultant 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 Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, 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 Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 12.2**. Consultant 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 Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

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

Section 13. Insurance

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

13.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, 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 Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical

Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

13.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

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

13.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants 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.

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

13.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant'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. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

13.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant 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.

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

Section 14. Early Termination; Default

14.1. This Agreement 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 Consultant by mail or in person; or

14.1.3. By Consultant, 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 Consultant, 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 Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, 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, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

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

14.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 18**, for which Consultant has received payment or the City has made payment.

Section 15. Suspension of Services

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 Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 16. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 17. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination,

excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 18. Property of the City

18.1. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, and inspection reports, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

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

Section 19. Notices

Any notice required or permitted under this Agreement 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: Daniel Pauly, Planning Manager
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Angelo Planning Group, Inc.
 Attn: Joe Dills
 921 SW Washington Street, Suite 468
 Portland, OR 97205

Section 20. Miscellaneous Provisions

20.1. Integration. This Agreement, 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 Agreement shall control.

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

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

20.4. Adherence to Law. In the performance of this Agreement, Consultant 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 Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

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

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

20.7. 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 Agreement 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 Agreement, 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.

20.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement 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.

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

20.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

20.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

20.12. 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 Agreement, the first day from which the designated period of time begins to run shall not be included.

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

20.14. Number, Gender and Captions. In construing this Agreement, 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 Agreement.

20.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. 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 Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

20.16. 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 Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

20.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement 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 Agreement, 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.

20.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

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

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

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

ANGELO PLANNING GROUP, INC.

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

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

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Exhibit A

SCOPE OF WORK

Task 1: Audit and Updates to Comprehensive Plan, Development Code, and Master Plans

Deliverable 1.1: Memorandum providing feedback and suggestions and refinements to draft audit and policy and code changes prepared by City staff

City staff will do an initial audit and draft code update of the Comprehensive Plan and Development Code with the product being an annotated Comprehensive Plan and Development Code in MS Word format. The annotated documents will include (1) highlighted areas of concern/needed attention (2) questions needing to be answered in the process (3) certain draft plan language/code updates. Consultant will review the staff's annotated version of the City's Comprehensive Plan and Development Code. The review will include assisting to answer outstanding questions, offering feedback on plan and code updates drafted by staff, and raising additional questions/concerns about current Comprehensive Plan and Development Code text. The final product from Consultant will be a memorandum. Consultant will produce a draft memorandum and meet with City staff to discuss. Following which Consultant will update and produce a final memorandum. City staff and Consultant will share the preliminary work with the Planning Commission during a mid-November work session.

Building from the City's audit, Consultant will lead a kick-off meeting and two work sessions with City staff to discuss key issues and identify plan and code amendment concepts. City will tour potential middle housing opportunity areas and make extensive use of imagery to "ground-truth" the needs and ideas, integrating those images into the memorandum. The City suggests several evaluation "lenses" for this work, all three of which will be incorporated into the memorandum in a annotation format: (1) compliance with HB 2001 and the emerging administrative rules; (2) likelihood of use by developers/property owners resulting in actual on-the-ground change; and (3) potential benefits to communities of color.

Consultant deliverables:

- a. Kick-off meeting
- b. Review City audit and initial updates
- c. Tour (bike or car) potential middle housing areas
- d. Work session with City
- e. Prepare draft code audit memo V1
- f. Work session with City
- g. Prepare V2 memo
- h. Prepare PPT for PC, PC work session
- i. Prepare V3 memo.

Deliverable 1.2: Memorandum on specific modifications to legislative master plans

Similar to the Development Code and Comprehensive Plan, City staff will do an initial audit and draft updates to legislative master plans, particularly Frog Pond West Master Plan, and produce an annotated version for Consultant to review. Consultant will review an annotated version. The review will include assisting to answer outstanding questions, offering feedback on plan and code updates drafted by staff, and raising additional questions/concerns about current master plans. The final product will be a memorandum. Consultant will produce a draft memorandum and meet with City staff to discuss, following which Consultant will update and produce a final memorandum. City staff and Consultant will share the preliminary work with the Planning Commission during a January work session.

Consultant will utilize the same methods described above for presenting this information in the memo: collaborative work sessions; use of imagery; and evaluation lenses. For Frog Pond, a key question will be: Will increasing the range of housing types also change the adopted minimum and maximum densities in the Frog Pond West subdistricts? Also, how will master plan amendments apply to already approved and built projects in Villebois and Frog Pond? The City will initiate contact with developers and key property owners during this task, to create involvement and awareness of the ideas coming forward to the Planning Commission work session. Consultant will provide talking points for the developer/owner outreach by the City.

Consultant deliverables:

- a. Review City audit and initial updates
- b. Work session with City
- c. Prepare draft Master Plan update memo V1
- d. Work session with City
- e. Prepare V2 memo
- f. Prepare PPT for PC, PC work session
- g. Prepare V3 memo.

Deliverable 1.3: Final Comprehensive Plan, Development Code, and master plan amendments for hearings

Following substantial completion of Tasks 1.1 and 1.2, Consultant will lead the effort to prepare final Comprehensive Plan, Development Code, and Master Plan Amendments for hearing. Task 1.3 will begin with outreach. Consultant will use a variety of methods to reach out to stakeholders to get meaningful feedback on the proposed updates. The methods will be determined by consultation between Consultant and city staff but are generally scoped as described below. Consultant will, as needed, coordinate with DLCD on compliance questions and the approaches Wilsonville's updates are taking. With the familiarity gained during the initial audit and code updates, Consultant will incorporate feedback into a final draft of the updates. Consultant will be in frequent communication with the City's project managers to keep them informed of feedback and additional proposed changes. City staff will review the final draft. The final draft copy will also go to the Planning Commission over two work sessions, and the City Council in one work session. Consultant will attend, present, and participate in the work sessions. Once all feedback on the final draft is received, Consultant will prepare a final "hearing ready" electronic copy of all updates.

To organize the outreach, Consultant will prepare a concise Outreach Plan that is coordinated with the Community Partner outreach process (coordination led by City). The outreach materials should be user-

friendly and focused on intended outcomes, and, include the memoranda from Deliverables 1.1 and 1.2 with code standards described as needed. Initial ideas for public information and outreach include: project fact sheets, FAQs, Boones Ferry Messenger articles, stakeholder meetings with key parties, and coordination with DLCDC and Metro. For code drafting, there will be collaborative work sessions with City staff, three successive drafts, and City legal review throughout the process. The final hearings drafts will be in redline-strikeout format, similar to the Ordinance 841 residential zone amendments adopted in May 2020.

Consultant deliverables:

- a. Outreach plan
- b. Fact sheet and FAQs
- c. Stakeholder meetings (5)
- d. Work sessions (2) to incorporate outreach feedback into memo recommendations
- e. Draft plan, code, and master plan updates V1
- f. Work sessions with City (2)
- g. Draft plan, code and master plan updates V2
- h. Prepare PPTs for PC-CC meetings
- i. Planning Commission work sessions (2)
- j. City Council work session
- k. Draft plan, code, and master plan updates V3
- l. Hearings ready draft plan, code, and master plan updates

Task 2: Siting and Design Standards

Deliverable 2.1 Review Scope of Work

Consultant will begin the siting and design standards by thoroughly reviewing the Scope of Work including all the interim products and integration of input from the public. City staff will provide necessary information, but Consultant must request any additional information and clarifications they need on the details of the scope of Task 2. No formal deliverables are required as part of the review of the Scope of Work.

Consultant will thoroughly review the scope of work, interim products, and public input received prior to the start of Task 2. The City will prepare a list of questions/issues and lead a meeting to ensure that all parties are clear on process, deliverables, and expectations.

Consultant deliverables:

- a. Review scope (no deliverable)
- b. Team meeting with City.

Deliverable 2.2: Background Research, Including Review State Model Code and Minimum Compliance Rulemaking

Consultant will research and become familiar with:

- (1) Residential siting and design standards currently used in Wilsonville including general lot coverage and setback requirements, general parking requirements, other general requirements, Old Town Single-Family Design Standards, Villebois Pattern Books and other design requirements, and Residential Neighborhood (RN) Zone design standards. City staff will provide electronic access to all these documents.
- (2) The City's Equitable Housing Strategic Plan adopted in June 2020.
- (3) The conditions of Metro's 2018 urban growth boundary decision applicable to the Frog Pond area and Wilsonville in general to gain an understanding of how the current project might inform master planning of this area planned to occur later in 2021 and 2022.
- (4) Siting and design standards in the state model code and state minimum compliance requirements related to siting and design.
- (5) Industry best practices related to residential siting and design.
- (6) Existing published materials related to the impact on different siting and design standards on historically marginalized communities of color.

Items (1) through (3) will be provided in electronic form by the City. Consultant will provide a brief memorandum summarizing background research.

Consultant will review siting and design standards currently adopted in Wilsonville (focusing on Frog Pond West, but also others identified above), Wilsonville's Equitable Housing Strategic Plan, and the applicable stipulations from Metro's 2018 UGB decision. This task will allow the team to not only get up to speed on Wilsonville's current standards and plans, but also to view them in terms of emerging best practices for middle housing regionally and across the nation. Consultant's team already has extensive knowledge in these areas from our work on the State's Middle Housing Model Code. Consultant will supplement this knowledge with additional case study work on best practices—focusing particularly on the degree to which siting and design standards can impact historically-marginalized communities. This work will be summarized in a memorandum that describes best practices, which we will review with City staff prior to finalizing.

Consultant deliverables:

- a. Review existing standards, plans, and decisions
- b. Research best practices
- c. Prepare draft memo V1
- d. Work session with staff
- e. Prepare memo V2

Deliverable 2.3: Concepts for Siting and Design Standards

Based on background research and Consultant's professional training and experience Consultant will develop different concepts for siting and design standards that address all of the following housing types: single-family units, single-family units with ADU's, duplexes, triplexes, quadplexes, row houses, and cottage clusters, with a focus on middle housing. The concept standards will provide options and highlight key decisions that need to be made. The concept standards are intended to be a starting place for the conversation about siting and design standards. A focus of the concept standards should

be illustrating key issues for community discussion. All concepts should be feasible under state minimal compliance requirements as well as financially feasible to construct. Consultant should rely on work done as part of state rulemaking or the Consultant's professional analysis to determine feasibility (see below). City staff will provide guidance on the types of standards to address, which City staff anticipates to include: building bulk, building location on sites, architectural design, as well as parking amount, type, and location.

Consultant will prepare Housing Typology Cutsheets for 7 to 10 middle housing typologies or variations, including small lot single family, single family with ADU, duplex, triplex, quadplex, townhouse, and cottage clusters—with additional variants to be determined with staff during a work session at the start of this task. Each typology will include a range of applicable site and development standards based on the Model Code and other best practices and will be grounded in the context of Wilsonville. They will also be tested for market feasibility as noted below. We also recommend a City-led check-in with DLCD to ensure consistency with State rulemaking. We will then finalize the Cutsheets with a cover memorandum, which summarizes key concepts, options and decisions that need to be made.

Consultant (led by ECONorthwest) will evaluate impacts on development cost and financial feasibility as follows:

- Provide a qualitative review of code concepts for feasibility considerations. Consultant will do this through project team calls and review and comment on draft code concepts in Task 1 and 2 to flag potential concerns or trade-offs that could affect feasibility. This will help inform code concepts early on and will identify where feasibility work from State rule-making process is instructive.
- Conduct targeted research or sensitivity analysis of the impact of one or two specific code concepts, leveraging recent middle housing feasibility analysis where possible, and report out key findings in a brief memo. Cost estimates, as needed, will be sourced from published sources and previous work by ECO and SERA. The team will discuss the need for this analysis in one of the Task 2 team meetings and make the determine regarding whether/how to proceed.

Consultant deliverables:

- a. Prepare Housing Typology Cutsheet template
- b. Directional work session with City staff
- c. Prepare draft Cutsheets V1
- d. Review session with City staff
- e. Feasibility testing: (1) qualitative review comments; and if directed, (2) feasibility analysis memo
- f. Check-in with DLCD (City-led)
- g. Prepare Cutsheets V2 with cover memorandum

Deliverable 2.4: Site studies and Architectural Renderings for Visualization of Key Concept Standards

Consultant will work with City staff to identify key concept siting and design standards to reflect in site studies and architectural rendering for use in public outreach. Consultant will then produce the

site studies and renderings. Staff anticipates approximately seven site studies and twelve architectural renderings, but exact number will be determined upon further discussion between Consultant and City staff.

Consultant will prepare up to seven (7) plan view/simple axon and up to twelve (12) perspective site and design standards drafted in 2.3 above. Consultant will first coordinate with staff on which standards to illustrate—seeking to visualize more complicated standards and, where appropriate, to show multiple standards per illustration. Consultant also proposes a work session with City staff to review draft site studies and graphics—to ensure that expectations are being met— prior to finalizing them. These graphics will be modelled to allow use as both exploratory and outreach illustrations in Task 2.4 and 2.5 and be adaptable to adoption-ready code illustrations in task 2.6. Consultant will work with the City to identify which of this task’s graphics we anticipate being a future code graphic.

Consultant deliverables:

- a. Initial work session with City staff
- b. Prepare Site Studies and Renderings V1
- c. Review session with City staff
- d. Prepare Site Studies and Renderings V2

Deliverable 2.5: Siting and Design Standards Outreach and Incorporation into Standards

Consultant will lead specific outreach regarding siting and design. The consultant-led outreach will include, among outreach to other stakeholders and community members, targeted outreach to historically marginalized communities of color and the Consultant will need to offer expertise and best practices in this area. In addition, the Consultant will coordinate the integration of feedback from a community- partner-led outreach effort to historically underrepresented communities of color. This community-partner led outreach has a focus on the Latino community due to the forecasted growth of this group as part of Wilsonville’s population. This specific outreach is funded separately through a Metro grant, and will be led by a community partner, but relies upon products produced by the Middle Housing consultant, which will need to ensure the feedback from the outreach has a real and noticeable impact on the final siting and design standards. During the same time period Consultant will assist city staff with gathering feedback from the Planning Commission and City Council during work sessions.

To gather input from a cross-section of the community, Consultant will lead up to five (5) outreach meetings to gather feedback on the siting and design standards. Consultant recommends that one of these meetings be an online open house and that four be targeted at specific stakeholder groups, including developers, property owners, and potentially homeowners/neighborhood associations. Consultant also recognizes the importance of engaging historically marginalized communities of color, and it will coordinate with the City’s Community Partner to ensure that they have the right materials and support to lead and conduct this outreach. Based on our Housing Typology Cutsheets and illustrations from Task 2.4 above, all of our outreach material—in both English and Spanish—will be highly graphic and

designed to facilitate understanding and feedback from a broad range of stakeholders through in-person or online polls or surveys using the City's Let's Talk Wilsonville platform. As Consultant gathers input from these various efforts, it will meet up to three (3) times with City staff to process feedback and determine how to incorporate it into revised versions of the standards. Consultant will also conduct work sessions with both the Planning Commission and City Council.

Consultant deliverables:

- a. Prepare outreach materials (Spanish translation by City or Community Partner)
- b. Conduct up to five (5) outreach meetings
- c. Coordinate with Community Partner
- d. Facilitate up to three (3) work sessions with City staff to incorporate feedback
- e. Update Siting and Design Standards
- f. Conduct work sessions with Planning Commission (2) and City Council

Deliverable 2.6: Hearings Ready Siting and Design Standards

Consultant will take community feedback to create final preferred siting and design standards. The format will be such as to be incorporated into the City's development code. The standards are anticipated to primarily be part of the main text of the Development Code, including illustrations, but may include a design standards book if City and Consultant agree to that deliverable. All final materials will be produced in an electronic format.

Consultant will finalize the intended code graphics from Deliverables 2.4 and 2.5 into the set of proposed siting and design standards for the development code.

Consultant deliverables:

- a. Prepare hearings ready siting and design standards V1
- b. Work session with City
- c. Prepare hearings ready siting and design standards, V2 and V3-final **Task 3 Adoption**

Deliverable 3.1: Regulatory Findings

Consultant will write Plan and Code amendment compliance findings (local, regional, and state) to accompany the hearings ready Comprehensive Plan, Development Code, and legislative master plan updates and siting and design standards. A draft will be shared with City staff for their feedback. Following city feedback, Consultant will provide a final version. Note: transportation analysis is not a part of this project. If "significant affect" findings are required per the Transportation Planning Rule, the City and Consultant will agree on scope and budget implications before proceeding.

Consultant deliverables:

- a. Prepare findings template
- b. Prepare findings V1

- c. Prepare findings V2 and V3-final

Deliverables 3.2 Public Hearings/Final Adopted Versions of Documents

Consultant will provide presentations and expert support during the public hearing process at Planning Commission and City Council. Consultant will make one round of updates to Hearings Ready documents based on the public hearings and will produce final versions of all documents in a digital format for publication and use.

Consultant deliverables:

- a. Prepare draft presentation
- b. Work session with staff
- c. Planning Commission hearing
- d. City Council hearing
- e. Final Plan, Master Plan, and Code amendments (red line and clean) in digital format



**Resolution No. 2843 Exhibit A
EXHIBIT B**

Angelo Planning Group, Inc.

Fee Schedule

December 1, 2019 – November 30, 2020

Hourly Rates:

Staff	Title	Rate
Frank Angelo	Principal	\$222.00
Cathy Corliss	Principal	\$190.00
Darci Rudzinski	Principal	\$172.00
Joe Dills	Senior Project Manager	\$225.00
Matt Hastie	Project Manager	\$181.00
Shayna Rehberg	Senior Planner	\$114.00
Andrew Parish	Senior Planner	\$110.00
Clinton Doxsee	Planner	\$105.00
Kate Rogers	Planner	\$101.00
Kyra Schneider	Planner	\$90.00
Emma Porricolo	Assistant Planner	\$85.00
Courtney Simms	Assistant Planner	\$85.00
Sue Miller	Project Coordinator	\$103.00

Reimbursable Expenses:

Mileage	\$0.57.5/mile
Black & White Copies	\$0.10/copy
Color Copies	\$0.50/copy
Outside Printing	At Cost



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: September 21, 2020	Subject: Ordinance Nos. 844 and 845 – 2nd Reading Annexation and Zone Map Amendment for Coffee Creek Logistics Center Staff Member: Philip Bradford, Associate Planner Department: Community Development
Action Required	Advisory Board/Commission Recommendation
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: September 10, 2020 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: September 10, 2020 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: September 21, 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 type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: The Coffee Creek Industrial Design Overlay District allows City Council adoption of the Annexation and Zone Map Amendment concurrent with or up to 120 days prior to the Development Review Board (DRB) applications (hearing scheduled for September 28).
Staff Recommendation: Staff recommends that Council adopt Ordinance Nos. 844 and 845 on second reading.	
Recommended Language for Motion: In two separate motions: I move to approve Ordinance No. 844 on second reading. I move to approve Ordinance No. 845 on second reading.	
Project / Issue Relates To:	
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Coffee Creek Master Plan
<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Ordinance Nos. 844 and 845 to annex and rezone approximately 5.85 acres located on the south side of SW Clutter Street, west of SW Garden Acres Road.

Ordinance No. 844 and 845 Staff Report

EXECUTIVE SUMMARY:

The City adopted the Coffee Creek Industrial Form-based Code and Pattern Book in February 2018, establishing clear and objective development standards for street design and connectivity, site design and circulation, building form and massing, and building design and architecture to substantially minimize judgment about compliance. As part of this adoption, the City modified procedures governing City Council review of annexation and Zone Map amendments in Coffee Creek, allowing for City Council review of these requests without prior review or recommendation by the Development Review Board. This modification allows for the concurrent processing of the annexation and Zone Map amendment requests with the other related development permit applications.

The applicant, Panattoni, Inc., a developer specializing in industrial real estate and warehouses, wishes to construct the Coffee Creek Logistics Center. The 110,366 square foot speculative warehouse/manufacturing facility contains accessory office space and is designed to accommodate a single tenant or two tenants. The applicant wishes to annex the 5.85-acre property into Wilsonville and apply the City zoning designation of Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA). This zoning designation is consistent with the site’s Comprehensive Plan designation of “Industrial” and Metro’s designation of the Coffee Creek Industrial Area as a Regionally Significant Industrial Area in Title 4 of the Urban Growth Management Functional Plan.

Since the request includes waivers to five of the Form-based Code standards, the Development Review Board will hold a public hearing on September 28, 2020 for the proposed Stage I Preliminary Plan, Stage II Final Plan, Site Design Review, Waivers, Class 3 Sign Permit, and Type C Tree Removal Plan applications. The provisions of Section 4.022 (.03) allowing for City Council call-up of any final action taken by the Development Review Board remain in effect for projects within Coffee Creek. The annexation and Zone Map amendment ordinances will expire 120 days from Council adoption if the Stage II Final Plan application is not approved by the Development Review Board.

EXPECTED RESULTS:

Adoption of Ordinance Nos. 844 and 845 will bring this portion of the Coffee Creek Industrial Area into the City and zone the property for industrial development consistent with the Master Plan.

TIMELINE:

The Annexation and Zone Map Amendment will be in effect 30 days after the ordinances are adopted, pending approval of the Stage II Final Plan by the Development Review Board, and upon filing the annexation records with the Secretary of State as provided by ORS 222.180.

CURRENT YEAR BUDGET IMPACTS:

None.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 8/20/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 8/25/2020

COMMUNITY INVOLVEMENT PROCESS:

Staff sent the required public hearing notices and has made materials regarding the application readily available to the public.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The annexation and development of the subject land will provide additional industrial development consistent with the goals of the Coffee Creek Master Plan.

ALTERNATIVES:

The Council may modify or deny the ordinances.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Ordinance No. 844
 - A. Legal Description and Sketch of Annexation Area
 - B. Petition for Annexation
 - C. Annexation Findings
2. Ordinance No. 845
 - A. Zoning Order DB20-0018 Including Legal Description and Sketch Depicting Zone Map Amendment
 - B. Zone Map Amendment Findings
3. Ordinance Nos. 844 and 845 Presentation

ORDINANCE NO. 844

AN ORDINANCE OF THE CITY OF WILSONVILLE ANNEXING APPROXIMATELY 5.85 ACRES OF PROPERTY LOCATED ON THE SOUTH SIDE OF SW CLUTTER STREET JUST WEST OF SW GARDEN ACRES ROAD INTO THE CITY LIMITS OF THE CITY OF WILSONVILLE, OREGON; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOT 2100, SECTION 3D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON. CHRIS AND SONYA BICKFORD PETITIONERS.

WHEREAS, a petition submitted to the City requests annexation of certain real property legally described and depicted in Exhibit A; and

WHEREAS, Chris and Sonya Bickford, together representing 100 percent of the property ownership within the annexation area signed the petition; and

WHEREAS, there are no electors that reside within the annexation area; and

WHEREAS, ORS 227.125 authorizes the annexation of territory based on consent of all owners of land and a majority of electors within the territory and enables the City Council to dispense with submitting the question of the proposed annexation to the electors of the City for their approval or rejection; and

WHEREAS, the land to be annexed is within the Urban Growth Boundary and has been master planned as part of the Coffee Creek Industrial Area; and

WHEREAS, the land to be annexed is contiguous to the City and can be served by City services; and

WHEREAS, pursuant to Section 4.700 of the Development Code the City Council shall review quasi-judicial annexation requests in the Coffee Creek Industrial Design Overlay District without prior review or recommendation by the Development Review Board where concurrent with a quasi-judicial zone map amendment request as specified in Section 4.197 (.02) A; and

WHEREAS, pursuant to Section 4.700 of the Development Code this annexation ordinance expires 120 days from its effective date unless a Stage II Final Plan for the subject area is approved by the City; and

WHEREAS, on September 10, 2020, the City Council held a public hearing as required by Metro Code 3.09.050; and

WHEREAS, reports were prepared and considered as required by law; and because the annexation is not contested by any party, the City Council chooses not to submit the matter to the

voters and does hereby favor the annexation of the subject tract of land based on findings and conclusions.

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

1. FINDINGS.

The tract of land, described and depicted in Exhibit A, is declared annexed to the City of Wilsonville.

2. DETERMINATION.

The findings and conclusions incorporated in Exhibit C are adopted. The City Recorder shall immediately file a certified copy of this ordinance with Metro and other agencies required by Metro Code Chapter 3.09.050(g) and ORS 222.005. Upon confirmation of a Stage II Final Plan approval, the annexation shall become effective upon filing of the annexation records with the Secretary of State as provided by ORS 222.180.

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 the first time at a meeting thereof on the 10th day of September, 2020, and scheduled the second reading on the 21st day of September, 2020 commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 21st day of September, 2020 by the following votes:

Yes:___ No: ___

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 21st day of September, 2020.

TIM KNAPP, Mayor

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

Exhibits:

- A. Legal Description and Sketch Depicting Land/Territory to be Annexed
- B. Petition for Annexation
- C. Annexation Findings

**NORTHWEST
SURVEYING, INC.**

EXHIBIT A
BOUNDARY TOPOGRAPHIC CONSTRUCTION CADASTRAL
Licensed in OR & WA

1815 NW 169TH PLACE, SUITE 2090
BEAVERTON, OR 97006

TELEPHONE: (503) 848-2127
FAX: (503) 848-2179

PROPERTY DESCRIPTION

March 5, 2020
NWS Project No. 2017
Annexation Description

A tract of land located in the southeast one-quarter of Section 3, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being a portion of that property conveyed to Chris Bickford and Sonya Bickford, husband and wife, by deed recorded March 26, 1986 as Document No. 86-012591, Washington County Deed Records, being more particularly described as follows:

Commencing at a an aluminum disk located at the southeast corner of the southeast one-quarter of said Section 3; thence along the south line of said southeast one-quarter, South 89°41'49" West a distance of 20.00 feet to a point on the westerly right-of-way line of County Road No. 557 and the Point of Beginning; thence continuing along the south line of said southeast one-quarter, South 89°41'49" West a distance of 649.21 feet to the southwest corner of said Bickford property; thence along the westerly line of said Bickford property, North 15°34'42" East a distance of 524.01 feet to the northwest corner thereof, said point being on the southerly right-of-way line of SW Clutter Road, 20.00 feet southerly of the centerline thereof, when measured at right angles; thence along said southerly right-of-way line, South 74°37'07" East a distance of 524.68 feet to its intersection with the westerly right-of-way line of that portion of County Road No. 557 being the southerly extension of SW Garden Acres Road (County Road No. 1309), said point being 20.00 feet westerly of the centerline thereof, when measured at right angles; thence along said westerly right-of-way line, South 00°24'33" East a distance of 362.16 feet to the Point of Beginning.

Said described tract of land contains 5.85 acres, more or less.



EXHIBIT A

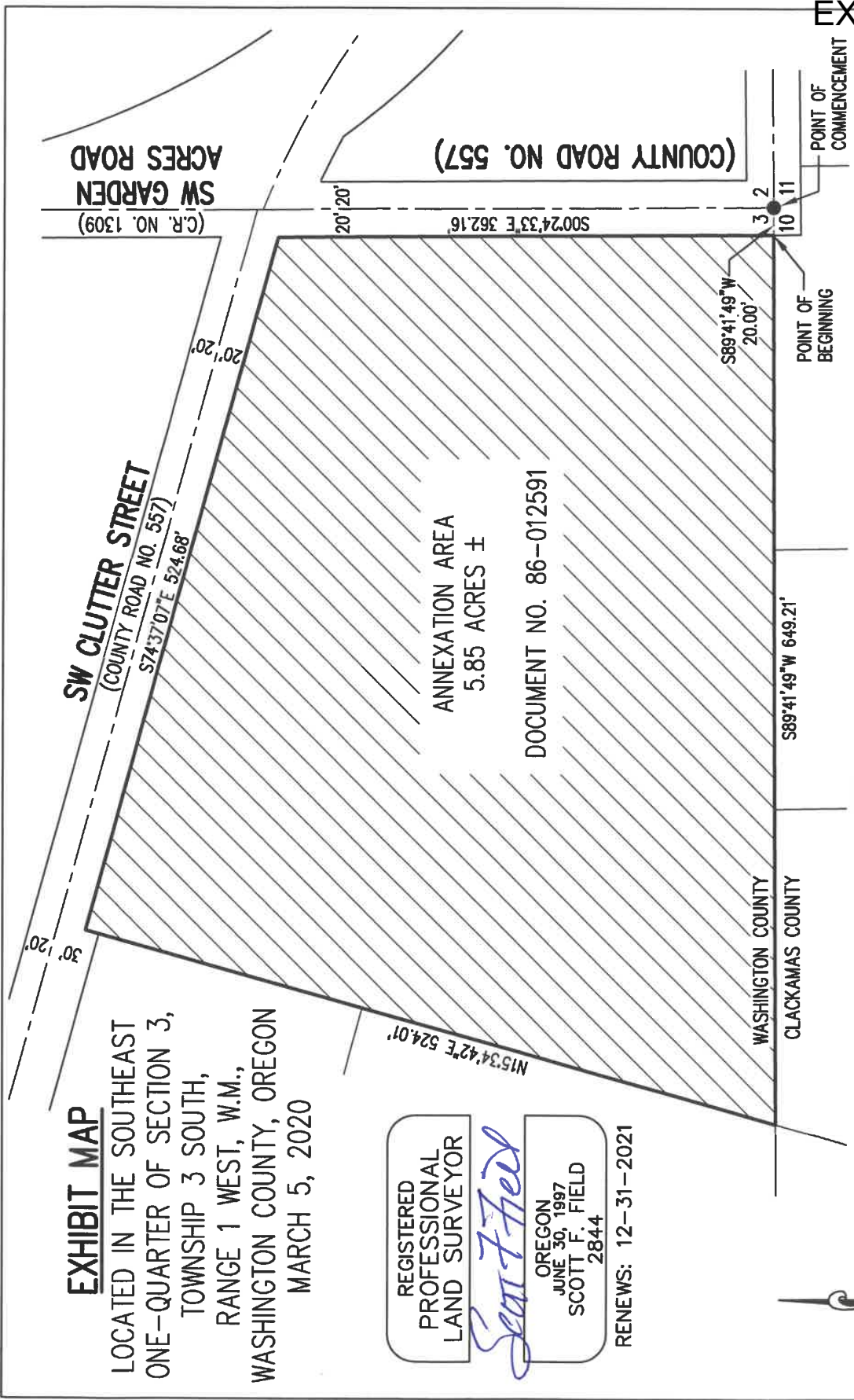


EXHIBIT MAP

LOCATED IN THE SOUTHEAST
 ONE-QUARTER OF SECTION 3,
 TOWNSHIP 3 SOUTH,
 RANGE 1 WEST, W.M.,
 WASHINGTON COUNTY, OREGON
 MARCH 5, 2020

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Scott F. Field
 OREGON
 JUNE 30, 1997
 SCOTT F. FIELD
 2844

RENEWS: 12-31-2021

GRAPHIC SCALE



(IN FEET)
 1 INCH = 100 FT.

JOB NAME:	PANATTONI - CLUTTER
JOB NUMBER:	2026
DRAWING NAME:	2026 DED
DRAWN BY:	SFF
CHECKED BY:	CHS

NORTHWEST

SURVEYING, Inc.

1815 NW 169TH PLACE
 SUITE 2090
 BEAVERTON, OR 97006
 PHONE: (503) 848-2127
 FAX: (503) 848-2179

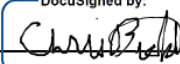
EXHIBIT B

PETITION TO ANNEX TERRITORY INTO CITY OF WILSONVILLE

We, the undersigned owner(s) of the property described below and in the attached Legal Description and elector(s) residing at the referenced location hereby petition for and give consent to annexation of the property to the City of Wilsonville. We understand that the City will review this request in accordance with Chapter 4.700 of the City of Wilsonville Planning and Land Development Ordinance, Oregon Revised Statutes (ORS) Chapter 222, and applicable regional and local policies prior to approving or denying the request for annexation.

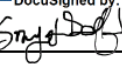
10680 SW Clutter Street, Wilsonville, OR 97140
Address (See attached Legal Description)

3S 1 03D 02100
Tax Map/Lot Number

DocuSigned by:

Signature 6A71A460442...

I am a:
 Property Owner
 Voter Registered at this Address

Chris Bickford 2/24/2020 | 8:25 PM PST
Printed Name Date

DocuSigned by:

Signature 1E31A9E011431...

I am a:
 Property Owner
 Voter Registered at this Address

Sonya Bickford 2/24/2020 | 8:28 PM PST
Printed Name Date

Signature

Printed Name

Date

I am a:
 Property Owner
 Voter Registered at this Address

Signature

Printed Name

Date

I am a:
 Property Owner
 Voter Registered at this Address

**NORTHWEST
SURVEYING, INC.**

EXHIBIT B
BOUNDARY TOPOGRAPHIC CONSTRUCTION CADASTRAL
Licensed in OR & WA

1815 NW 169TH PLACE, SUITE 2090
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Annexation Description

A tract of land located in the southeast one-quarter of Section 3, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being a portion of that property conveyed to Chris Bickford and Sonya Bickford, husband and wife, by deed recorded March 26, 1986 as Document No. 86-012591, Washington County Deed Records, being more particularly described as follows:

Commencing at a an aluminum disk located at the southeast corner of the southeast one-quarter of said Section 3; thence along the south line of said southeast one-quarter, South 89°41'49" West a distance of 20.00 feet to a point on the westerly right-of-way line of County Road No. 557 and the Point of Beginning; thence continuing along the south line of said southeast one-quarter, South 89°41'49" West a distance of 649.21 feet to the southwest corner of said Bickford property; thence along the westerly line of said Bickford property, North 15°34'42" East a distance of 524.01 feet to the northwest corner thereof, said point being on the southerly right-of-way line of SW Clutter Road, 20.00 feet southerly of the centerline thereof, when measured at right angles; thence along said southerly right-of-way line, South 74°37'07" East a distance of 524.68 feet to its intersection with the westerly right-of-way line of that portion of County Road No. 557 being the southerly extension of SW Garden Acres Road (County Road No. 1309), said point being 20.00 feet westerly of the centerline thereof, when measured at right angles; thence along said westerly right-of-way line, South 00°24'33" East a distance of 362.16 feet to the Point of Beginning.

Said described tract of land contains 5.85 acres, more or less.



EXHIBIT B

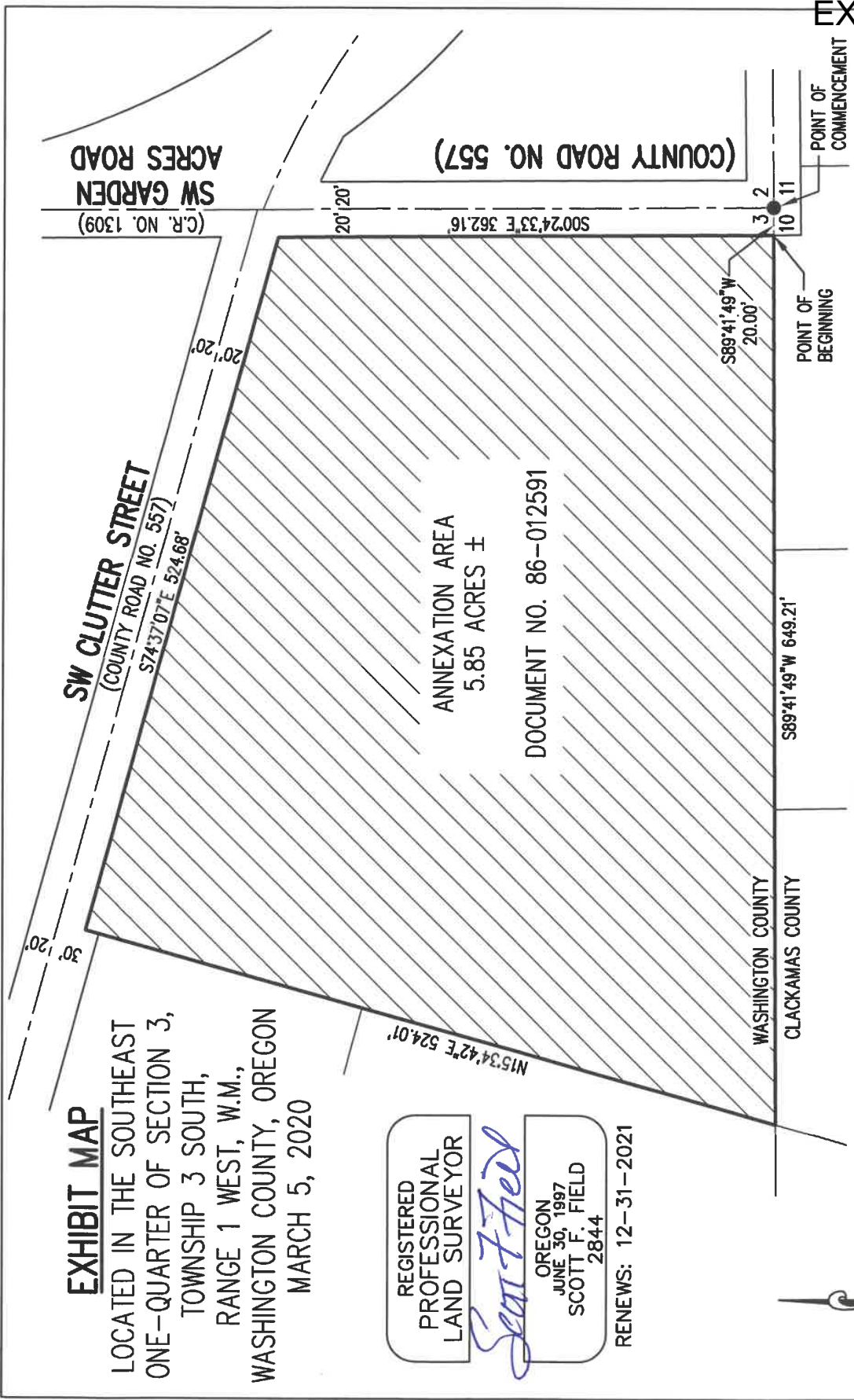


EXHIBIT MAP

LOCATED IN THE SOUTHEAST
 ONE-QUARTER OF SECTION 3,
 TOWNSHIP 3 SOUTH,
 RANGE 1 WEST, W.M.,
 WASHINGTON COUNTY, OREGON
 MARCH 5, 2020

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Scott F. Field
 OREGON
 JUNE 30, 1997
 SCOTT F. FIELD
 2844

RENEWS: 12-31-2021

GRAPHIC SCALE



(IN FEET)
 1 INCH = 100 FT.

JOB NAME:	PANATTONI - CLUTTER
JOB NUMBER:	2026
DRAWING NAME:	2026 DED
DRAWN BY:	SFF
CHECKED BY:	CHS

NORTHWEST

SURVEYING, Inc.

1815 NW 169TH PLACE
 SUITE 2090
 BEAVERTON, OR 97006
 PHONE: (503) 848-2127
 FAX: (503) 848-2179

MAR 29 1988

FORM No. 101 - PLAIN CITY OFFICE (Indiv. or Corp.)

ISSUED HEREIN PURSUING CH. 65, OREGON, 1976

1-1-74

TICOR TITLE INSURANCE

WARRANTY DEED

88012591

KNOW ALL MEN BY THESE PRESENTS, That William L. Hamm and Marie E. Hamm, husband and wife hereinafter called the grantor, for the consideration hereinafter stated, to grantor pass by Chris Bickford and Sonya Bickford, husband and wife the grantee, does hereby grant, bargain, sell and convey unto the said grantees and granted's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances therunto belonging or appertaining, situated in the County of Washington and State of Oregon, described as follows, to-wit:

The following described real property located in Section 3, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon and described more particularly as follows: Beginning at the Section corner common to Sections 2, 3, 10 and 11, Township 3 South, Range 1 West, of the Willamette Meridian; running thence North 0° 20' West, 356.5 feet to an iron pipe; thence North 74° 31' West, 544.92 feet to an iron pipe; thence South 15° 53' West, 529.42 feet; along the Easterly line of that certain parcel of land conveyed to Max J. Ross, et ux, by deed recorded June 30, 1958 in Book 406, Page 301, and along the

(continued on reverse)

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE

To Have and to hold the same unto the said grantees and granted's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and granted's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances EXCEPT any and all liens, encumbrances, unpaid real property taxes and any other impediments suffered or caused to be placed thereon by grantees from and after the 28th day of February, 1976. and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 90,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). If the amount is not applicable, should be deleted. See ORS 91.030. In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 27th day of March, 1988. If a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized here-to by order of its board of directors.

If executed by a corporation, with corporate seal

William L. Hamm Marie E. Hamm Marie E. Hamm William L. Hamm Marie E. Hamm

STATE OF OREGON, County of Clackamas, March 29, 1988

STATE OF OREGON, County of Clackamas, March 29, 1988

Personally appeared the above named William L. Hamm and Marie E. Hamm, husband and wife

Personally appeared who, being duly sworn, each for himself and for the other, did say that the former is the president and that the latter is the secretary of

Notary Public for Oregon My commission expires: 11/10/89

Notary Public for Oregon My commission expires:

(OFFICIAL SEAL)

M/M William L. Hamm 36710 Kropf Road Molalla, Oregon 97038

STATE OF OREGON

County of I certify that the within instrument was received for record on the day of month, 1988, at o'clock M., and recorded in book/volume No. of page. or as document/ta./file/instrument/microfilm. Witness my hand and seal of County aforesaid.

M/M Chris E. Bickford 10680 SW Clutter Road Sherwood, Oregon, 97140

M/M Chris E. Bickford 10680 SW Clutter Road Sherwood, Oregon, 97140

M/M Chris E. Bickford 10680 SW Clutter Road Sherwood, Oregon, 97140

1-2

(Continued from reverse)

Easterly line of that certain tract of land conveyed to Henschel Clutter, by deed recorded August 22, 1924, in Book 127, Page 584, to an iron pipe; thence North 89° 21' East, 570.61 feet along the South line of said Section 3, to the place of beginning.

This is in fulfillment of that Contract of Sale recorded March 11, 1976, in Book 1073, Page 15, Deed Records of Washington County, Oregon.

STATE OF OREGON
County of Washington

3 00

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Deeds for said county, do hereby certify that the within instrument of setting was received and recorded in Book of records in said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio Recorder

1985 MAR 26 PM 1:02



Ordinance No. 844 Exhibit C
Annexation Findings

Coffee Creek Logistics Center

City Council
Quasi-Judicial Public Hearing

Hearing Date:	September 10, 2020
Date of Report:	August 18, 2020
Application Nos.:	DB20-0017 Annexation

Request/Summary: City Council Approval of a quasi-judicial annexation of approximately 5.85 acres.

Location: 10680 SW Clutter Street. The property is specifically known as Tax Lots 2100, Section 3D, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Washington County, Oregon

**Owners /
Petitioners:** Chris & Sonya Bickford

Applicant: Brendan Mason, Panattoni Development Company, Inc.

**Applicants’
Representative:** Lee Leighton, AICP, Mackenzie

Comprehensive Plan Designation: Industrial

Zone Map Classification (Current): FD-20 (Future Development – 20 Acre)

Zone Map Classification (Proposed): PDI-RSIA (Planned Development Industrial – Regionally Significant Industrial Area)

Staff Reviewer: Philip Bradford, Associate Planner

Staff Recommendation: Approve the requested annexation.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.700	Annexation
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Transportation Systems Plan	
Coffee Creek Master Plan	
<u>Regional and State Law and Planning Documents:</u>	
Metro Code Chapter 3.09	Local Government Boundary Changes
ORS 222.111	Authority and Procedures for Annexation
ORS 222.125	Annexation by Consent of All Land Owners and Majority of Electors
ORS 222.170	Annexation by Consent Before Public Hearing or Order for Election
Statewide Planning Goals	

Vicinity Map



Background / Summary:

The subject area has long been rural / semi-rural adjacent to the growing City of Wilsonville. Metro added the 216 +/- gross acre area now known as the Coffee Creek Industrial Area to the Urban Growth Boundary in 2002 to accommodate future industrial growth. To guide development of the area, the City of Wilsonville adopted the Coffee Creek Industrial Master Plan in 2007. In 2018, the City adopted the Coffee Creek Industrial Area Form-based Code and accompanying Pattern Book for future development in Coffee Creek. Annexation of the 5.85-acre subject area will enable development consistent with the Coffee Creek Master Plan.

All property owners have consented in writing to the annexation. No electors reside within the area proposed for annexation.

Conclusion and Conditions of Approval:

Staff recommends the City Council annex the subject property with the following condition:

Request: DB20-0017 Annexation

<p>PDA 1. The annexation ordinance will expire in 120 days without approval of a Stage II Final Plan for the subject property.</p>

Findings of Fact:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

The owners of all property included in the application signed the application forms. Panattoni Development Company, Inc. initiated the application with their approval.

Request A: DB20-0017 Annexation

Comprehensive Plan

Allowed Annexation Implementation Measure 2.2.1.a.

A1. The land proposed for annexation is located within the UGB and within the Coffee Creek Master Plan area. This area has been identified for industrial development and the applicant proposes to construct public services including roadway improvements, necessary infrastructure, and utility services to the site in accordance with City of Wilsonville standards.

Annexation Review Standards Implementation Measure 2.2.1.e.

A2. Metro and the City of Wilsonville have identified the Coffee Creek area for industrial and employment land uses. The City has undertaken years of planning work to adopt zoning and other regulations to guide and direct such annexation, development, and land use. The applicant responds to applicable approval standards, guidelines, and criteria to demonstrate that the proposal is consistent with all the applicable Metro and State policies, plans, and regulations. The project will be developed with public facilities and services as identified in the City's Capital Improvement Plan, and which are adequate to serve the site. The project type and use matches the goals and objectives of the city within the Coffee Creek Industrial Area.

Development Code

Authority to Review Annexation

Subsections 4.030 (.01) A, 11, 4.031 (.01) K, and 4.033 (.01) F.

- A3.** The subject annexation request has been determined to be quasi-judicial and is being reviewed by the City Council consistent with these subsections.

Annexation

Section 4.700

- A4.** The applicant has met all submittal requirements and procedures described in this including submission of a petition, legal descriptions describing the land to be annexed, an analysis of the relationship with the Comprehensive Plan, state statutes, Statewide Planning Goals, and Metro plans.

Annexations in the Coffee Creek Industrial Design Overlay District

Subsection 4.700 (.02) A.

- A5.** The subject property is located within the Coffee Creek Industrial Design Overlay District and the applicant requests an annexation concurrently with a quasi-judicial Zone Map Amendment consistent with the requirements of Subsection 4.197 (.02) A. The annexation will be reviewed by City Council without prior review or recommendation by the Development Review Board. The ordinance adopting the annexation request states that the annexation expires 120 days after adoption unless a Stage II Final Plan receives final approval for the area subject to annexation. A Public Hearing is currently scheduled for September 28, 2020 for the Stage II Final Plan to be reviewed by the Development Review Board.

Metro Code

Local Government Boundary Changes

Chapter 3.09

- A6.** A public hearing was scheduled within 45 days of completeness. Notice has been mailed and posted on the property 20 days prior to the hearing and includes the required information. The decision will be mailed to Metro and other required parties. A petition has been submitted including property owner information, jurisdictional information, and a legal description of the property.

Oregon Revised Statutes

Authority and Procedure for Annexation

ORS 222.111

- A7.** The owners of the property have initiated the annexation. An election is not required pursuant to ORS 222.120.

Procedure Without Election by City Electors

ORS 222.120

A8. The City charter does not require elections for annexation, the City is following a public hearing process defined in the Development Code, and request meets the applicable requirements in state statute including the facts that all property owners within the annexed area consent in writing to the annexation. No electors reside within the territory proposed to be annexed. Annexation of the subject property thus does not require an election.

Annexation by Consent of All Owners of Land and Majority of Electors

ORS 222.125

A9. All property owners of territory proposed to be annexed have provided their consent in writing. No electors reside within the territory proposed to be annexed. However, a public hearing process is being followed as prescribed in the City's Development Code concurrent with a Zone Map Amendment request and other quasi-judicial land use applications.

Oregon Statewide Planning Goals

Goals 1, 2, 5, 6, 8, 9, 11, 12, 13

A10. The area requested to be annexed will be developed consistent with the City's Comprehensive Plan and the Coffee Creek Master Plan, both which have been found to meet the statewide planning goals.

ORDINANCE NO. 845

AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE WASHINGTON COUNTY FUTURE DEVELOPMENT, 20-ACRE (FD-20) ZONE TO THE PLANNED DEVELOPMENT INDUSTRIAL – REGIONALLY SIGNIFICANT INDUSTRIAL AREA (PDI-RSIA) ZONE ON APPROXIMATELY 5.85 ACRES ON THE SOUTH SIDE OF SW CLUTTER STREET JUST WEST OF SW GARDEN ACRES ROAD; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOT 2100, SECTION 3D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON. PANATTONI DEVELOPMENT COMPANY, INC., APPLICANT.

WHEREAS, certain real property within the Coffee Creek Industrial Area is being annexed into the City; and

WHEREAS, the City of Wilsonville desires to have the property zoned consistent with the Wilsonville Comprehensive Plan Map designation of “Industrial” and the Metro Title 4 Map Designation of Regionally Significant Industrial Area; and

WHEREAS, the Zone Map Amendment is contingent on annexation of the property to the City of Wilsonville, which annexation has been petitioned for concurrently with the Zone Map Amendment request; and

WHEREAS, the property is located within the Coffee Creek Industrial Area for which the City adopted the Coffee Creek Master Plan on October 17, 2016 and the Coffee Creek Industrial Design Overlay District on February 22, 2018 intended for application to the Master Plan area; and

WHEREAS, pursuant to Section 4.197 of the Development Code the City Council shall review quasi-judicial Zone Map Amendments in the Coffee Creek Industrial Design Overlay District without prior review or recommendation by the Development Review Board where only one option exists for a Zone Map Amendment consistent with the Comprehensive Plan Map; and

WHEREAS, pursuant to Section 4.197 of the Development Code this Zone Map Amendment ordinance expires 120 days from its effective date unless a Stage II Final Plan for the subject area is approved by the City; and

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for City Council, finding that the application met the

requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment, included as Exhibit B; and

WHEREAS, on September 10, 2020, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record, including the City Council staff report; took public testimony; and, upon deliberation, concluded that the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code;

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

1. FINDINGS.

The City Council adopts, as findings and conclusions, the forgoing Recitals and the Zone Map Amendment Findings in Exhibit B, as if fully set forth herein.

2. DETERMINATION.

The official City of Wilsonville Zone Map is hereby amended, upon finalization of the annexation of the property to the City, by Zoning Order DB20-0018, attached hereto as Exhibit A, from the Washington County Future Development, 20-Acre (FD-20) Zone to the Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA) zone.

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 the first time at a meeting thereof on the 10th day of September 2020, and scheduled the second reading on the 21st day of September, 2020 commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 21st day of September, 2020 by the following votes:

Yes: ____ No: ____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 21st day of September, 2020.

TIM KNAPP, Mayor

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

Exhibits:

- A. Zoning Order DB20-0018 Including Legal Description and Sketch Depicting Zone Map Amendment
- B. Zone Map Amendment Findings

**BEFORE THE CITY COUNCIL OF
THE CITY OF WILSONVILLE,
OREGON**

In the Matter of the Application of)
Panattoni Development Company, Inc.)
for a Rezoning of Land and Amendment) **ZONING ORDER DB20-0018**
of the City of Wilsonville Zoning Map)
Incorporated in Section 4.102 of the)
Wilsonville Code.)

The above-entitled matter is before the Council to consider the application of DB20-0018, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

The Council finds that the subject property (“Property”), legally described and shown on the attached legal description and sketch, has heretofore appeared on the Washington County zoning map Future Development, 20-Acre (FD-20).

The Council having heard and considered all matters relevant to the application for a Zone Map Amendment, finds that the application should be approved.

THEREFORE IT IS HEREBY ORDERED that The Property, consisting of approximately 5.85 acres on the south side of SW Clutter Street just west of SW Garden Acres Road comprising Tax Lots 2100, of Section 3D, as more particularly shown and described in the attached legal description and sketch, is hereby rezoned to Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA), subject to conditions detailed in this Order’s adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order. This Zone Map Amendment expires 120 days from adoption unless a Stage II Final Plan for the subject area is approved by the City.

Dated: This 21st day of
September, 2020.

TIM KNAPP, MAYOR

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney

EXHIBIT A

ATTEST:

Kimberly Veliz, City Recorder

Attachment: Legal Description and Sketch Depicting Land/Territory to be Rezoned

**NORTHWEST
SURVEYING, INC.**

EXHIBIT A
BOUNDARY TOPOGRAPHIC CONSTRUCTION CADASTRAL
Licensed in OR & WA

1815 NW 169TH PLACE, SUITE 2090
BEAVERTON, OR 97006

TELEPHONE: (503) 848-2127
FAX: (503) 848-2179

PROPERTY DESCRIPTION

March 5, 2020
NWS Project No. 2017
Annexation Description

A tract of land located in the southeast one-quarter of Section 3, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being a portion of that property conveyed to Chris Bickford and Sonya Bickford, husband and wife, by deed recorded March 26, 1986 as Document No. 86-012591, Washington County Deed Records, being more particularly described as follows:

Commencing at a an aluminum disk located at the southeast corner of the southeast one-quarter of said Section 3; thence along the south line of said southeast one-quarter, South 89°41'49" West a distance of 20.00 feet to a point on the westerly right-of-way line of County Road No. 557 and the Point of Beginning; thence continuing along the south line of said southeast one-quarter, South 89°41'49" West a distance of 649.21 feet to the southwest corner of said Bickford property; thence along the westerly line of said Bickford property, North 15°34'42" East a distance of 524.01 feet to the northwest corner thereof, said point being on the southerly right-of-way line of SW Clutter Road, 20.00 feet southerly of the centerline thereof, when measured at right angles; thence along said southerly right-of-way line, South 74°37'07" East a distance of 524.68 feet to its intersection with the westerly right-of-way line of that portion of County Road No. 557 being the southerly extension of SW Garden Acres Road (County Road No. 1309), said point being 20.00 feet westerly of the centerline thereof, when measured at right angles; thence along said westerly right-of-way line, South 00°24'33" East a distance of 362.16 feet to the Point of Beginning.

Said described tract of land contains 5.85 acres, more or less.



EXHIBIT A

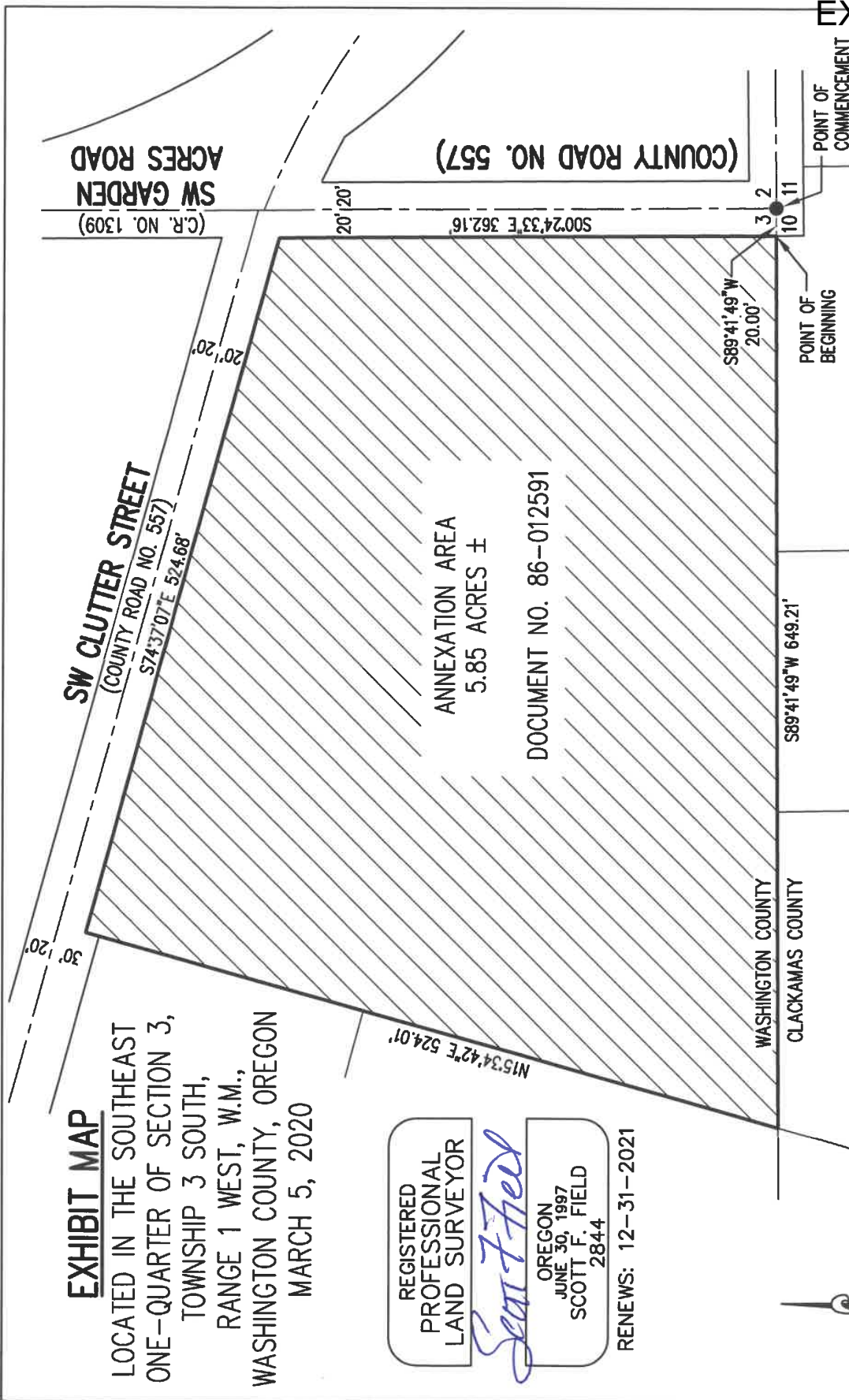


EXHIBIT MAP

LOCATED IN THE SOUTHEAST
 ONE-QUARTER OF SECTION 3,
 TOWNSHIP 3 SOUTH,
 RANGE 1 WEST, W.M.,
 WASHINGTON COUNTY, OREGON
 MARCH 5, 2020

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Scott F. Field
 OREGON
 JUNE 30, 1997
 SCOTT F. FIELD
 2844

RENEWS: 12-31-2021

GRAPHIC SCALE



(IN FEET)
 1 INCH = 100 FT.

JOB NAME:	PANATTONI - CLUTTER
JOB NUMBER:	2026
DRAWING NAME:	2026 DED
DRAWN BY:	SFF
CHECKED BY:	CHS

NORTHWEST

SURVEYING, Inc.

1815 NW 169TH PLACE
 SUITE 2090
 BEAVERTON, OR 97006
 PHONE: (503) 848-2127
 FAX: (503) 848-2179

EXHIBIT B



Ordinance No. 845 Exhibit B
Zone Map Amendment Findings

Coffee Creek Logistics Center

City Council
Quasi-Judicial Public Hearing

Hearing Date:	September 10, 2020
Date of Report:	August 18, 2020
Application Nos.:	DB20-0018 Zone Map Amendment

Request/Summary: City Council Approval of a quasi-judicial zone map amendment of approximately 5.85 acres.

Location: 10680 SW Clutter Street. The property is specifically known as Tax Lots 2100, Section 3D, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Washington County, Oregon

Owner: Chris & Sonya Bickford

Applicant: Brendan Mason, Panattoni Development Company, Inc.

Applicants' Representative: Lee Leighton, AICP, Mackenzie

Comprehensive Plan Designation: Industrial

Zone Map Classification (Current): FD-20 (Future Development – 20 Acre)

Zone Map Classification (Proposed): PDI-RSIA (Planned Development Industrial – Regionally Significant Industrial Area)

Staff Reviewer: Philip Bradford, Associate Planner

Staff Recommendation: Adopt the requested Zone Map Amendment.

EXHIBIT B

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.110	Zones
Section 4.134	Coffee Creek Industrial Design Overlay District
Section 4.135.5	Planned Development Industrial – Regionally Significant Industrial Area Zone
Section 4.197	Zone Changes
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Transportation Systems Plan	
Coffee Creek Master Plan	
<u>Regional and State Law and Planning Documents</u>	
Statewide Planning Goals	

Vicinity Map



EXHIBIT B

Summary:

The applicant, Panattoni Development Company, Inc., requests a zoning designation consistent with the proposed Comprehensive Plan Map designation of "Industrial". In addition to the Comprehensive Plan Map designation of "Industrial", Metro's Title 4, Industrial and Other Employment Areas Map shows the property as a "Regionally Significant Industrial Area." Consistent with this designation the applicant proposes the property be zoned as Planned Development Industrial-Regionally Significant Industrial Area (PDI-RSIA).

Conclusion and Conditions of Approval:

Staff recommends approval with the following conditions:

Request: DB20-0018 Zone Map Amendment

PDB 1.	This action is contingent upon annexation of the subject properties to the City of Wilsonville (DB20-0017).
PDB 2.	The Zoning Order adopting this zone map amendment will expire in 120 days without approval of a Stage II Final Plan for the subject property.

EXHIBIT B

Findings of Fact:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

The owners of all property included in the application signed the application forms. Panattoni Development Company, Inc. initiated the application with their approval.

Request: DB20-0018 Zone Map Amendment

Development Code

Zoning Consistent with Comprehensive Plan Section 4.029

B1. The applicant is applying for a zone change concurrently with a Stage I Master Plan for the entirety of the subject property and Stage II Final Plan for a planned development on the property. The property is designated "Industrial" by the Comprehensive The applicant requests a zone change concurrently with a Stage I Master Plan, Stage II Final Plan, and other related development approvals. The proposed zoning designation of Planned Development- Regionally Significant Industrial Area is consistent with the Comprehensive Plan "Industrial" Designation. Metro's Title 4, Industrial and Other Employment Areas Map shows the property as a "Regionally Significant Industrial Area."

Base Zones Subsection 4.110 (.01)

B2. The requested zoning designation of Planned Development Industrial-Regionally Significant Industrial Area "PDI-RSIA" is among the base zones identified in this subsection.

Overlay Zones Subsection 4.110 (.02)

B3. The Coffee Creek Industrial Design Overlay District applies to properties zoned PDI-RSIA in the Coffee Creek Industrial Area and will apply to the subject property upon rezoning.

EXHIBIT B

Standards for Planned Development Industrial-Regionally Significant Industrial Area Zone

Purpose of PDI-RSIA
Subsection 4.135.5 (.01)

B4. The zoning will allow only industrial uses consistent with the purpose stated in this subsection.

Uses Typically Permitted
Subsection 4.135.5 (.03)

B5. The proposed zoning will allow only uses consistent with the list established in this subsection.

Zone Map Amendment Criteria

Zone Change Procedures
Subsection 4.197 (.02) A. 1.-3.

B6. The request for a zone map amendment has been submitted as set forth in the applicable code sections. The property is located within the Coffee Creek Industrial Design Overlay district and will be reviewed by City Council without prior review or recommendation by the Development Review Board. The Zoning Order adopting this zone map amendment will expire in 120 days without approval of the Stage II Final Plan. Expiration is not anticipated as a public hearing is scheduled for September 28, 2020 before the Development Review Board to approve the Stage II final plan and other development related approvals.

Conformance with Comprehensive Plan Map, etc.
Subsection 4.197 (.02) B.

B7. The proposed zone map amendment is consistent with the Comprehensive Map designation of "Industrial".

Public Facility Concurrency
Subsection 4.197 (.02) C. 4. and 8.

B8. As part of Stage II Final Plan reviews, concurrency standards are or will be applied to projects in the area being rezoned. Based on existing nearby utilities and utility master plans, the transportation master plan, and the Coffee Creek Master Plan, necessary facilities are or can be made available for development of the subject property consistent with the proposed zoning.

Impact on SROZ Areas
Subsection 4.197 (.02) E.

B9. No SROZ is within the area to be rezoned.

EXHIBIT B

Development within 2 Years

Subsection 4.197 (.02) F.

- B10.** Concurrently submitted land use approvals for Coffee Creek Logistics Center expire after two (2) years, so requesting the land use approvals assumes development would commence within two (2) years. However, in the scenario where the applicant or their successors do not commence development within two (2) years, allowing related land use approvals to expire, the zone change shall remain in effect. The applicant indicates they will begin development within two (2) years.

Development Standards and Conditions of Approval

Subsection 4.197 (.02) G.

- B11.** As can be found in the findings for the accompanying requests, the applicable development standards will be met either as proposed or as a condition of approval.

**Ordinance No. 844:
Annexation
Ordinance No. 845:
Zone Map Amendment
Coffee Creek
Logistics Center**

City Council Public Hearing
September 10, 2020
Presented by: Philip Bradford,
Associate Planner

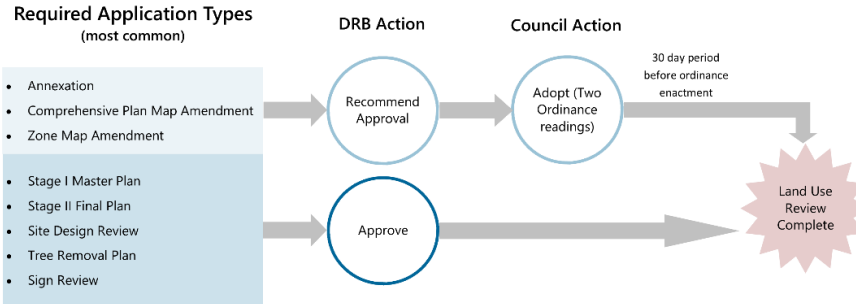


WILSONVILLE
OREGON

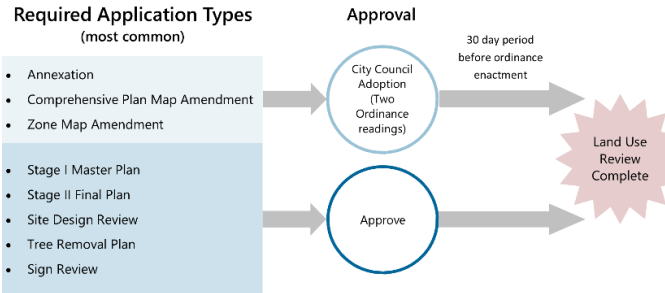


Coffee Creek Industrial Design Overlay Design Process

CURRENT DEVELOPMENT REVIEW PROCESS: PLANNED DEVELOPMENT PROCESS



PROPOSED DEVELOPMENT REVIEW PROCESS: COFFEE CREEK INDUSTRIAL DESIGN OVERLAY DISTRICT



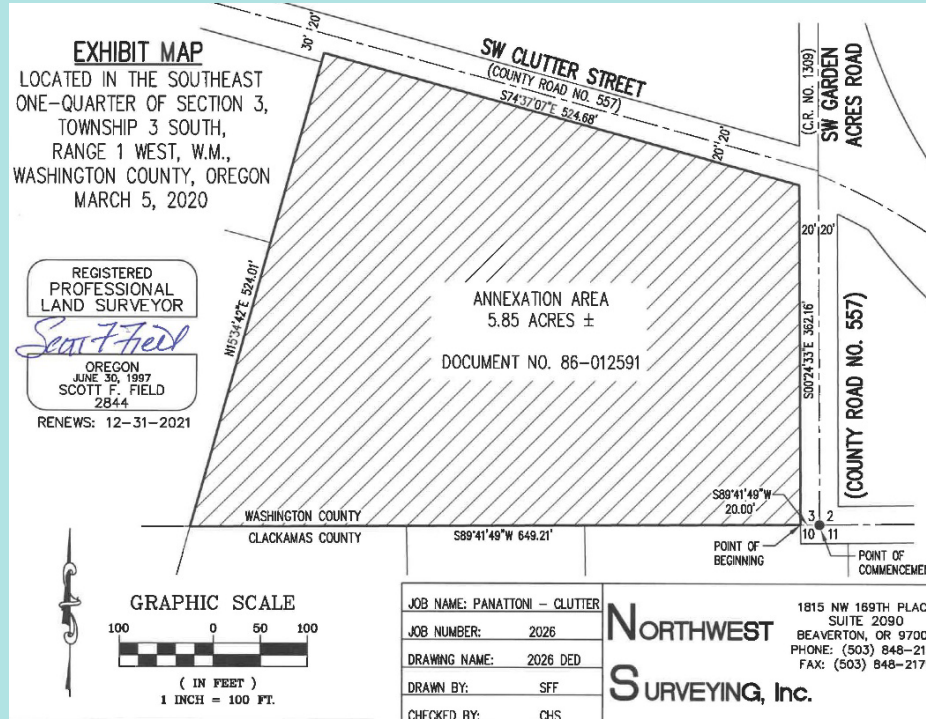


Location





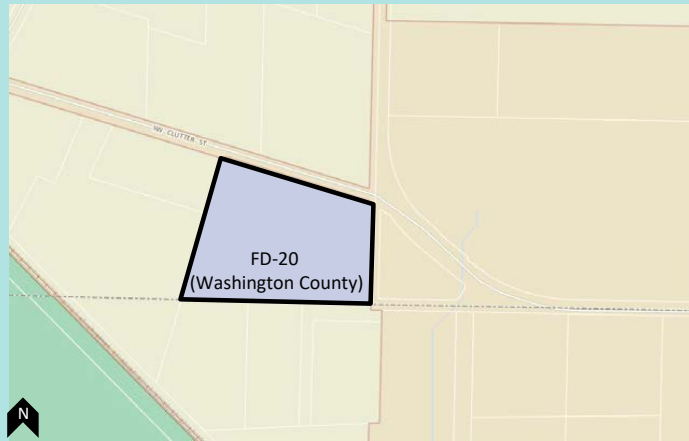
Annexation



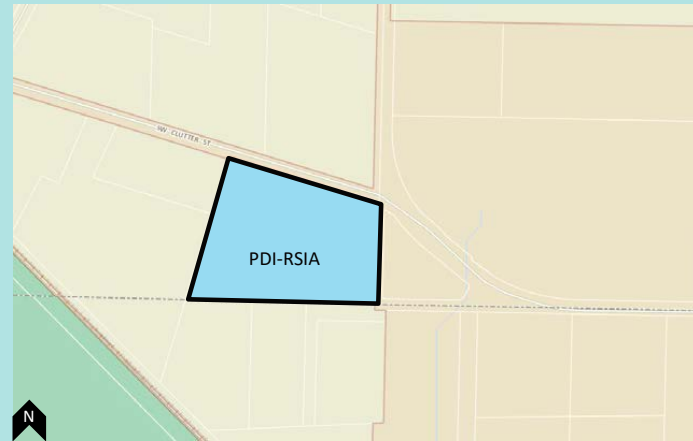


Zone Map Amendment

Existing Zoning



Proposed Zoning





Applications for DRB Approval

- Stage I Master Plan
- Stage II Final Plan
- Site Design Review
- Type C Tree Removal Plan
- 5 Waivers
- Class 3 Sign Permit



Questions?





CITY COUNCIL MEETING STAFF REPORT

Meeting Date: September 21, 2020	Subject: Ordinance Nos. 842 and 843 – 1 st Reading Annexation and Zone Map Amendment for Frog Pond Ridge subdivision in Frog Pond West Staff Member: Cindy Luxhoj AICP, Associate Planner Department: Community Development	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: September 21, 2020 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: September 21, 2020 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: October 5, 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: Following their review at the August 31, 2020 meeting, the Development Review Board (DRB), Panel A, unanimously recommended approval of an Annexation and a Zone Map Amendment for the subject property. The DRB also approved with conditions, contingent on the Annexation and Zone Map Amendment, a Stage I Master Plan, Stage II Final Plan, Site Design Review, Tentative Subdivision Plat, Type C Tree Removal, one Waiver, and Abbreviated a Significant Resource Impact Report (SRIR).	
Staff Recommendation: Staff recommends that the Council adopt Ordinance Nos. 842 and 843 on first reading.		
Recommended Language for Motion: In two separate motions: I move to approve Ordinance No. 842 on first reading. I move to approve Ordinance No 843 on first reading.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond West	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Ordinance Nos. 842 and 843 to annex and rezone approximately 17.5 acres on the west side of SW Stafford Road south of SW Frog Pond Lane within the Frog Pond West Master Plan area, enabling development of a 71-lot single-family subdivision.

EXECUTIVE SUMMARY:

The proposed subdivision is the fourth area, following the 44-lot Stafford Meadows and 74-lot Frog Pond Meadows subdivisions to the south and the 78-lot Morgan Farm subdivision to the west, proposed for annexation and subsequent development consistent with the Frog Pond West Master Plan. The subdivisions are envisioned to blend together as one cohesive neighborhood. Concurrent with the adoption of the Frog Pond West Maser Plan, the City added a new zoning district, Residential Neighborhood (RN), intended for application to the Master Plan area. The requested zone map amendment proposes applying the Residential Neighborhood (RN) Zone to the Frog Pond Ridge subdivision consistent with this intention.

EXPECTED RESULTS:

Adoption of Ordinance Nos. 842 and 843 will bring this portion of the Frog Pond West Master Plan area into the City and zone it for development consistent with the Master Plan.

TIMELINE:

The Annexation and Zone Map Amendment will be in effect 30 days after ordinance adoption on second reading and upon filing the annexation records with the Secretary of State as provided by ORS 222.180.

CURRENT YEAR BUDGET IMPACTS:

The project will result in income and expenditures consistent with the infrastructure-financing plan of the Frog Pond West Master Plan.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 8/20/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 8/25/2020

COMMUNITY INVOLVEMENT PROCESS:

Staff sent the required public hearing notices. In addition, significant public involvement occurred during development and approval of the Frog Pond Area Plan and Frog Pond West Master Plan, with which the proposed actions are consistent.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The annexation and development of the subject land will provide additional housing choices and continued development of quality neighborhoods.

ALTERNATIVES:

The alternatives are to approve or deny the annexation and zone map amendment requests.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Ordinance No. 842
 - A. Legal Description and Sketch Depicting Land/Territory to be Annexed
 - B. Petition for Annexation
 - C. Annexation Findings
 - D. Development Review Board Panel A Resolution No. 380 Recommending Approval of Annexation
2. Ordinance No. 843
 - A. Zoning Order DB20-0008 Including Legal Description and Sketch Depicting Zone Map Amendment
 - B. Zone Map Amendment Findings
 - C. Development Review Board Panel A Resolution No. 380 Recommending Approval of Zone Map Amendment
3. Ordinance Nos. 842 & 843 Presentation

ORDINANCE NO. 842

AN ORDINANCE OF THE CITY OF WILSONVILLE ANNEXING APPROXIMATELY 17.57 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF SW STAFFORD ROAD SOUTH OF SW FROG POND LANE INTO THE CITY LIMITS OF THE CITY OF WILSONVILLE, OREGON; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOTS 1500 AND 1700, A PORTION OF SW FROG POND LANE RIGHT-OF-WAY, AND A PORTION OF SW STAFFORD ROAD RIGHT-OF-WAY, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. WALTER REMMERS, WILLIAM RAY MORGAN, AND JANICE ELLEN MORGAN, PETITIONERS.

WHEREAS, a petition submitted to the City requests annexation of certain real property legally described and depicted in Exhibit A; and;

WHEREAS, Walter Remmers, an authorized signer for West Hills Land Development, LLC, and William and Janice Morgan, together representing 100 percent of the property ownership within the annexation area signed the petition; and;

WHEREAS, no electors reside within the annexation area; and

WHEREAS, ORS 227.125 authorizes the annexation of territory based on consent of all owners of land and a majority of electors within the territory and enables the City Council to dispense with submitting the questions of the proposed annexation to the electors of the City for their approval or rejection; and

WHEREAS, the land to be annexed is within the Urban Growth Boundary and has been master planned as part of the Frog Pond West Neighborhood; and

WHEREAS, Panel A of the Development Review Board considered the annexation and after a duly advertised public hearing held on August 31, 2020, unanimously recommended City Council approve the annexation; and

WHEREAS, on September 10, 2020, the City Council held a public hearing as required by Metro Code 3.09.050; and

WHEREAS, reports were prepared and considered as required by law; and because the annexation is not contested by any party, the City Council chooses not to submit the matter to the voters and does hereby favor the annexation of the subject tract of land based on findings, conclusions, and the Development Review Board's recommendation to City Council.

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

1. FINDINGS.

The tract of land, described and depicted in Exhibit A, is declared annexed to the City of Wilsonville.

2. DETERMINATION.

The findings and conclusions incorporated in Exhibit C are adopted. The City Recorder shall immediately file a certified copy of this ordinance with Metro and other agencies required by Metro Code Chapter 3.09.050(g) and ORS 222.005. The annexation shall become effective upon filing of the annexation records with the Secretary of State as provided by ORS 222.180.

3. EFFECTIVE DATE OF ORDINANCE.

This Ordinance shall be declared to be in full force and effect thirty (30) days for the date of final passage and approval.

SUBMITTED to the Wilsonville City Council and read the first time at a meeting thereof on the 10th day of September, 2020, and scheduled the second reading on September 21, 2020, commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 21st day of September, 2020, by the following votes: Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 21st day of September, 2020.

TIM KNAPP, MAYOR

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Legal Description and Sketch Depicting Land/Territory to be Annexed
- B. Petition for Annexation
- C. Annexation Findings
- D. Development Review Board Panel A Resolution No. 380 Recommending Approval of Annexation

EXHIBIT A

LEGAL DESCRIPTION

FROG POND RIDGE ANNEXATION

August 7, 2020 (Otak #19489)

Those properties described in Bargain and Sale Deed to the Trustees of the William Ray Morgan and Janice Ellen Morgan Revocable Living Trust U/D/T October 20, 2009, recorded April 24, 2013 as Document No. 2013-027934, and in Statutory Warranty Deed to West Hills Land Development, LLC recorded as Document No. 2018-062022, both of Clackamas County Records, together with the abutting rights of way of S.W. Stafford Road and S.W. Frog Pond Lane, in the southeast quarter of Section 12, Township 3 South, Range 1 West, and the southwest quarter of Section 7, Township 3 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with no cap found at the southeast corner of said Document No. 2013-027934 property, said POINT OF BEGINNING being on the west right of way line of said S.W. Stafford Road North 01°40'13" East a distance of 1287.07 feet and North 88°35'30" West a distance of 30.00 feet from the southeast corner of said southeast quarter of Section 12;

thence along the north line of that property described in Special Warranty Deed to West Hills Land Development LLC recorded August 20, 2019 as Document No. 2019-049723, Clackamas County Records, North 88°35'30" West a distance of 1015.93 feet;

thence along the west line of said Document No. 2019-049723 property South 01°40'13" West a distance of 429.07 feet to the north line of Partition Plat No. 2019-047, Clackamas County Records;

thence along said north line and the westerly extension thereof, North 88°35'30" West a distance of 507.30 feet to the southeast corner of that property conveyed in Document No. 91-036369, Clackamas County Records;

thence along the east line of said Document No. 91-036369 property North 01°37'43" East a distance of 15.64 feet to the southwest corner of that property described in Quitclaim Deed to Amy Thurmond recorded as Document No. 99-022102, Clackamas County Records;

thence along the south line of said Document No. 99-022102 property South 88°31'31" East a distance of 209.95 feet;

thence along the east line of said Document No. 99-022102 property and the northerly extension thereof, North 01°39'15" East a distance of 875.56 feet to a point on the north right of way line of S.W. Frog Pond Lane (County Road No. 2362) being parallel with and 33.00 feet northerly of, when measured at right angles to, the north lines of said Document No. 2018-062022 and 2013-027934 properties;

thence along said north right of way line and the easterly extension thereof, South 88°35'30" East a distance of 1373.54 feet to a point on the east right of way line of said S.W. Stafford Road being parallel with and 30.00 feet easterly of, when measured at right angles to, the section line common to said Sections 7 and 12 also being the centerline of said S.W. Stafford Road;

thence along said east right of way line, South 01°40'13" West a distance of 461.89 feet;

thence North 88°35'30" West a distance of 30.00 feet to a point on said section line common to said Sections 7 and 12 and the centerline of S.W. Stafford Road;

thence continuing North 88°35'30" West a distance of 30.00 feet to the POINT OF BEGINNING.

Contains 17.57 acres, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2020.08.07 07:35:32-07'00'

OREGON
NOVEMBER 12, 2013
MICHAEL D. SPELTS
87475PLS

RENEWS: JUNE 30, 2022



SCALE: 1" = 300'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2020.08.07 07:35:09-07'00"

OREGON
NOVEMBER 12, 2013
MICHAEL D. SPELTS
87475PLS

RENEWES: JUNE 30, 2022

DOC. NO.
01-002679

DOC. NO.
88-038319

DOC. NO.
2017-036685

S.W. FROG POND LANE (C.R. NO. 2362) S88°35'30"E 1373.54'

12 7

S.W. STAFFORD ROAD (MARKET ROAD NO. 12)

S01°40'13"W 899.95'

33.00'

33.00'

DOC. NO. 91-036369

DOC. NO. 99-022102

N01°39'15"E 875.56'

DOC. NO. 2018-062022

S01°40'13"W 429.07'

DOC. NO. 2013-027934

N88°35'30"W 1075.93'
1015.93'

P.O.B.

30.00'

60.00'

S01°40'13"W 461.89'

30.00'

N01°37'43"E 15.64'

209.95'
S88°31'31"E

DOC. NO. 2019-049723

N01°40'13"E 1287.07'

N88°35'30"W 507.30'

S.W. BRISBAND STREET

PARCEL 1
P.P. 2019-047

PARCEL 2

STAFFORD
MEADOWS

S.W. BOECKMAN ROAD C.R. 80

12 7
13 18



808 SW 3rd Ave., Ste. 800
Portland, Oregon 97204
Phone: (503) 287-6825
www.otak.com
project: 19489

EXHIBIT A

PAGE 3 OF 3

FROG POND RIDGE ANNEXATION AREA
IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, &
THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST,
WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON

AUGUST 7, 2020

**CERTIFICATION OF PROPERTY OWNERSHIP OF
100% OF LAND AREA**

I hereby certify that the attached petition contains the names of the owners¹ (as shown on the last available complete assessment roll) of 100% of the land area of the territory proposed for annexation as described in the attached petition.

NAME JOSHUA BOLL
TITLE GIS CARTOGRAPHER II
DEPARTMENT CARTOGRAPHY
COUNTY OF CLACKAMAS
DATE 1/16/20



¹ Owner means the legal owner of record or, where there is a recorded land contract which is in force, the purchaser thereunder. If a parcel of land has multiple owners, each consenting owner shall be counted as a percentage of their ownership interest in the land. That same percentage shall be applied to the parcel's land mass and assessed value for purposes of the consent petition. If a corporation owns land in territory proposed to be annexed, the corporation shall be considered the individual owner of that land.

Search Voters

Reports Export

Query executed successfully. No matching results found. Print Screen Help

Select Saved/Published Search Run Search

Precincts	Party / Audits	Extract	Mailing Address	Comment	Custom Fields	Save
Name	Status	Activity	Output	Absentee Address	Residence Address	Districts

Address Type:

Standard Address

House #	Suffix	Pre Dir	Street Name	Type	Post Dir
<input type="text" value="6720"/>	<input type="text"/>	<input type="text" value="SW"/>	<input type="text" value="FROG POND"/>	<input type="text" value="LN"/>	<input type="text"/>
Unit Type	Unit #				
<input type="text"/>	<input type="text"/>				
City	Zip				
<input type="text" value="WILSONVILLE"/>	<input type="text"/>				

Scope: State County Show Signatures Search Clear Reset

View Summary Full Image Select < > Close

No active registered voters at 6720 Sw Frog Pond Ln,
Wilsonville, OR.



[Signature]
ELECTIONS MANAGER

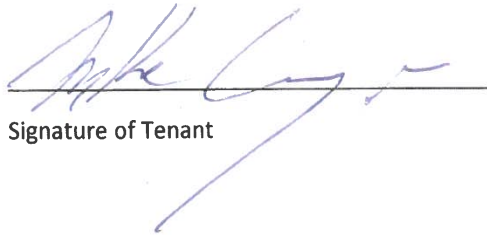
Date: 01/08/2020

Re: 6720 SW Frog Pond Ln

Wilsonville, OR 97070

To Whom It May Concern:

I, Michael D. Geiger do hereby acknowledge that I currently live at the above referenced address and the previous tenants no longer live at this location.



A handwritten signature in blue ink, appearing to read "Michael D. Geiger", is written over a horizontal line.

Signature of Tenant



Ordinance No. 842 Exhibit C
Annexation Findings

Frog Pond Ridge 71-Lot Single-Family Subdivision

City Council
Quasi-Judicial Public Hearing

Hearing Date: September 10, 2020
Date of Report: August 18, 2020

Application No.: DB20-0007 Annexation

Request/Summary: City Council approval of quasi-judicial annexation of approximately 17.6 acres concurrently with proposed development as a single-family subdivision consistent with the Frog Pond West Master Plan.

Location: West side of SW Stafford Road, south of SW Frog Pond Lane. The property is specifically known as TLID 1500, 1700, a portion of SW Frog Pond Lane right-of-way, and a portion of SW Stafford Road right-of-way, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon

Owners/Petitioners: West Hills Land Development LLC (Walter Remmers), William Ray Morgan and Janice Ellen Morgan Revocable Living Trust (William and Janice Morgan)

Applicant: West Hills Land Development LLC (Contact: Dan Grimberg)

Applicant's Rep.: OTAK, Inc. (Contact: Li Alligood AICP)

Comprehensive Plan Designation: Residential Neighborhood

Zone Map Classification (Current): RRF5 (Rural Residential Farm Forest 5-Acre)

Zone Map Classification (Proposed Concurrent with Annexation): RN (Residential Neighborhood)

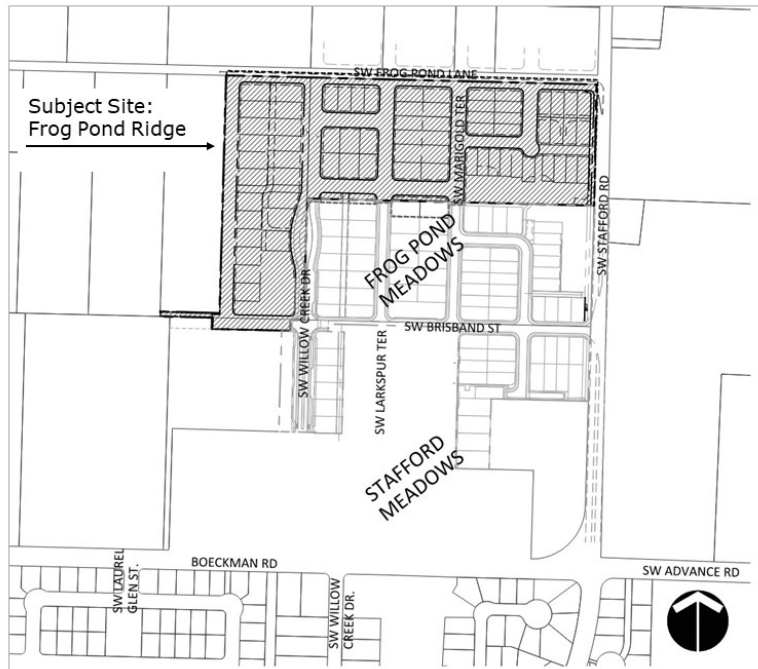
Staff Reviewer: Cindy Luxhoj AICP, Associate Planner

Staff/DRB Recommendation: Approve the requested annexation.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.700	Annexation
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Area of Special Concern L	
Transportation Systems Plan	
Frog Pond West Master Plan	
<u>Regional and State Law and Planning Documents</u>	
Metro Code Chapter 3.09	Local Government Boundary Changes
ORS 222.111	Authority and Procedures for Annexation
ORS 222.125	Annexation by Consent of All Land Owners and Majority of Electors
ORS 222.170	Annexation by Consent Before Public Hearing or Order for Election
Statewide Planning Goals	

Vicinity Map



Background/Summary:

The subject area has long been rural/semi-rural adjacent to the growing City of Wilsonville. Metro added the 181-acre area now known as Frog Pond West to the Urban Growth Boundary (UGB) in 2002 to accommodate future residential growth. To guide development of the area and the urban reserve areas to the east and southeast, the City of Wilsonville adopted the Frog Pond Area Plan in November 2015. The Frog Pond Area Plan envisions that “The Frog Pond Area in 2035 is an integral part of the Wilsonville community, with attractive and connected neighborhoods. The community’s hallmarks are the variety of quality homes; open spaces for gathering; nearby services, shops and restaurants; excellent schools; and vibrant parks and trails. The Frog Pond Area is a convenient bike, walk, drive, or bus trip to all parts of Wilsonville.”

As a follow up to the Area Plan and in anticipation of forthcoming development, in July 2017 the City of Wilsonville adopted the Frog Pond West Master Plan for the area within the UGB.

The proposed subdivision is the fourth development proposal Frog Pond West, following the 44-lot Stafford Meadows and 74-lot Frog Pond Meadows subdivisions to the south and the 78-lot Morgan Farm subdivision to the west. The subdivision will connect to the previously approved Stafford Meadows and Frog Pond Meadows subdivisions, blending together as one cohesive neighborhood.

All property owners in the annexation area have consented in writing to the annexation. No electors reside within the area proposed for annexation.

Conclusion and Conditions of Approval:

Staff recommends the City Council annex the subject property with the following condition:

Request: DB20-0007 Annexation

<p>PDA 1. <u>Prior to issuance of any Public Works permits by the City within the annexation area:</u> The developer shall be subject to a Development and Annexation Agreement with the City of Wilsonville as required by the Frog Pond West Master Plan. The developer shall enter into the Development and Annexation Agreement prior to issuance of any public works permits by the City within the annexation area.</p>
--

Findings:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

The owners of all property included in the application signed the application forms. West Hills Land Development LLC initiated the application with their approval.

Request: DB20-0007 Annexation

As described in the Findings below, the request meets the applicable criteria or will by Conditions of Approval.

Comprehensive Plan-Annexation and Boundary Changes

Consistent with Future Planned Public Services Implementation Measure 2.2.1.a.

A1. The Frog Pond West Master Plan establishes the future planned public services and funding plan for the subject property. The development of public services and funding will be consistent with the Frog Pond West Master Plan thus allowing the annexation to proceed. West Hills Land Development LLC and the City will enter into a Development and Annexation Agreement detailing provision and development of public services as required by Conditions of Approval.

Demonstrated Need for Immediate Urban Growth Implementation Measure 2.2.1.a.

A2. Metro brought the subject area into the Urban Growth Boundary in 2002 to meet demonstrated regional housing needs. With adoption for the Frog Pond West Master Plan the subject area is now primed for development to help meet regional housing needs.

Adherence to State and Metro Annexation Laws and Standards Implementation Measures 2.2.1.e., 2.2.1.e.3., 2.2.1.e.4.

A3. This review applies all applicable Metro and State rules, regulations, and statutes as seen in findings below.

Orderly, Economic Provision of Public Facilities and Services

Implementation Measure 2.2.1.e. 1.

A4. The Frog Pond Area Plan includes implementation measures to ensure the orderly and economic provision of public facilities and services for the Frog Pond Area, including Frog Pond West. The applicant proposed site development with concurrent applications for Stage I and Stage II Planned Unit Development and Land Division, which proposes the extension of public facilities and services to the Frog Pond Ridge site. These proposed services are generally consistent with the Frog Pond Area Plan and Frog Pond West Master Plan, and the City's Finance Plan and Capital Improvements Plan.

Availability of Sufficient Land for Uses to Insure Choices over 3-5 Years

Implementation Measure 2.2.1.e. 2.

A5. The inclusion of the Frog Pond area within the UGB and the adoption of the Frog Pond Area Plan demonstrate the need for residential development in the Frog Pond Area. Annexation of the subject site will allow development of the uses envisioned by the adopted Frog Pond West Master Plan.

Wilsonville Development Code-Annexation

Authority to Review Quasi-Judicial Annexation Requests

Subsections 4.030 (.01) A, 11, 4.031 (.01) K, 4.033 (.01) F., and 4.700 (.02)

A6. The review of the quasi-judicial annexation request by DRB and City Council is consistent with the authority established in the Development Code.

Procedure for Review, Etc.

Subsections 4.700 (.01). and (.04)

A7. The submission materials from the applicant include an annexation petition signed by the necessary parties, a legal description and map of the land to be annexed, a narrative describing conformance with applicable criteria, and the City Council, upon recommendation from the Development Review Board, will declare the subject property annexed.

Adoption of Development Agreement with Annexation

Subsection 4.700 (.05)

A8. Subject to requirements in this subsection and the Frog Pond West Master Plan, Conditions of Approval require the necessary parties enter into a Development and Annexation Agreement with the City covering the annexed land.

Metro Code

Local Government Boundary Changes Chapter 3.09

A9. The request is within the UGB, meets the definition of a minor boundary change, satisfies the requirements for boundary change petitions, is consistent with the Comprehensive Plan, and Frog Pond West Master Plan.

Oregon Revised Statutes (ORS)

Authority and Procedure for Annexation ORS 222.111

A10. The request meets the applicable requirements in state statute including the facts that subject property is within the UGB, is contiguous to the City, the request has been initiated by the property owners of the land being annexed, and all property owners within the annexed area consent in writing to the annexation. No electors reside within the area proposed for annexation.

Procedure Without Election by City Electors ORS 222.120

A11. The City charter does not require elections for annexation, the City is following a public hearing process defined in the Development Code, and request meets the applicable requirements in state statute including the facts that all property owners within the annexed area consent in writing to the annexation. No electors reside within the territory proposed for annexation. Annexation of the subject property thus does not require an election.

Annexation by Consent of All Owners and Majority of Electors ORS 222.125

A12. All property owners within the annexed area have provided their consent in writing. No electors reside within the territory proposed for annexation. The City is following a public hearing process as prescribed in the City's Development Code concurrent with a Zone Map Amendment request and other quasi-judicial land use applications.

Oregon Statewide Planning Goals

Statewide Planning Goals Goals 1, 2, 5, 6, 8, 9, 10, 11, 12, 13

A13. The area proposed for annexation will be developed consistent with the City's Comprehensive Plan and the Frog Pond West Master Plan, both which have been found to meet the statewide planning goals.

Ord. No. 842 Exhibit D

**DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 380**

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF AN ANNEXATION OF APPROXIMATELY 17.6 ACRES AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN) FOR APPROXIMATELY 15.9 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF STAFFORD ROAD SOUTH OF SW FROG POND LANE, AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I PRELIMINARY PLAN, STAGE II FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT, TYPE C TREE PLAN, WAIVER TO MINIMUM FRONT SETBACK, AND ABBREVIATED SRIR REVIEW FOR A 71-LOT SINGLE-FAMILY SUBDIVISION. THE SUBJECT SITE IS LOCATED ON TAX LOTS 1500 AND 1700, A PORTION OF 1800, A PORTION OF SW FROG POND LANE RIGHT-OF-WAY, AND A PORTION OF SW STAFFORD ROAD RIGHT-OF-WAY, SECTION 12D, AND A PORTION OF TAX LOT 400, SECTION 12DD, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. LI ALLIGOOD, AICP, OTAK – REPRESENTATIVE FOR WEST HILLS LAND DEVELOPMENT LLC - APPLICANT.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the Planning Staff prepared the staff report on the above-captioned subject dated August 3, 2020, and

WHEREAS, on August 10, 2020, the Development Review Board honored the applicant's request and continued the public hearing to a date and time certain of August 31, 2020, and

WHEREAS, the Planning Staff has prepared the revised staff report on the above-captioned subject dated August 24, 2020, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a special meeting conducted on August 31, 2020, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated August 31, 2020, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:

DB20-0007 through DB20-0014, and SI20-0001; Annexation, Zone Map Amendment, Stage I Preliminary Plan, Stage II Final Plan, Site Design Review of Parks and Open Space, Tentative Subdivision Plat, Type C Tree Removal Plan, Waiver – Front Setback, and Abbreviated SRIR Review.

ADOPTED by the Development Review Board of the City of Wilsonville at a special meeting thereof this 31st day of August, 2020, and filed with the Planning Administrative Assistant on Sept. 1, 2020. This resolution is final on the 15th calendar day after the postmarked date of the written notice of decision per *WC Sec 4.022(.09)* unless appealed per *WC Sec 4.022(.02)* or called up for review by the council in accordance with *WC Sec 4.022(.03)*.



Daniel McKay, Chair - Panel A
Wilsonville Development Review Board

Attest:



Shelley White, Planning Administrative Assistant

ORDINANCE NO. 843

AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE CLACKAMAS COUNTY RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) ZONE TO THE RESIDENTIAL NEIGHBORHOOD (RN) ZONE ON APPROXIMATELY 15.93 ACRES ON THE WEST SIDE OF SW STAFFORD ROAD SOUTH OF SW FROG POND LANE; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOTS 1500 AND 1700, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. WEST HILLS LAND DEVELOPMENT LLC, APPLICANT.

WHEREAS, certain real property within the Frog Pond West Master Plan is being annexed into the City; and

WHEREAS, the City of Wilsonville desires to have the properties zoned consistent with their Wilsonville Comprehensive Plan Map designation of “Residential Neighborhood” rather than maintain the current Clackamas County zoning designations; and

WHEREAS, concurrent with the adoption of the Frog Pond West Master Plan and designating the subject property as “Residential Neighborhood” in the Comprehensive Plan Map, the City added a new zoning district Residential Neighborhood (RN) intended for application to the Master Plan area; and

WHEREAS, the Zone Map Amendment is contingent on annexation of the property to the City of Wilsonville, which annexation has been petitioned for concurrently with the Zone Map Amendment request; and

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for the Development Review Board, finding that the application met the requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment, which staff report was presented to the Development Review Board on August 31, 2020; and

WHEREAS, the Development Review Board Panel 'A' held a duly advertised public hearing on the application for a Zone Map Amendment on August 31, 2020, and after taking public testimony and giving full consideration to the matter, adopted Resolution No. 380 which recommends City Council approval of the Zone Map Amendment request (Case File DB20-0008), adopts the staff report with findings and recommendation, all as placed on the record at the hearing; and

WHEREAS, on September 10, 2020, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record made before the Development Review Board, including the Development Review Board and City Council staff reports; took public testimony; and, upon deliberation, concluded that the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code.

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

1. FINDINGS.

The City Council adopts, as findings and conclusions, the forgoing Recitals and the Zone Map Amendment Findings in Exhibit B, as if fully set forth herein.

2. DETERMINATION.

The official City of Wilsonville Zone Map is hereby amended, upon finalization of the annexation of the property to the City, by Zoning Order DB20-0008, attached hereto as Exhibit A, from the Clackamas County Rural Residential Farm Forest 5 (RRFF5) Zone to the Residential Neighborhood (RN) Zone.

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 the first time at a meeting thereof on the 10th day of September 2020, and scheduled the second reading on September 21st, 2020 commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 21st day of September, 2020, by the following
votes: Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 21st day of September, 2020

TIM KNAPP, MAYOR

SUMMARY OF VOTES:

Mayor Knapp
Council President Akervall
Councilor Lehan
Councilor West
Councilor Linville

EXHIBITS:

- A. Zoning Order DB20-0008 Including Legal Description and Sketch Depicting Zone Map Amendment
- B. Zone Map Amendment Findings
- C. Development Review Board Panel A Resolution No. 380 Recommending Approval of Zone Map Amendment

**BEFORE THE CITY COUNCIL OF
THE CITY OF WILSONVILLE,
OREGON**

In the Matter of the Application of)
West Hills Land Development LLC)
for a Rezoning of Land and Amendment) **ZONING ORDER DB20-0008**
of the City of Wilsonville Zoning Map)
Incorporated in Section 4.102 of the)
Wilsonville Code.)

The above-entitled matter is before the Council to consider the application of DB20-0008, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

The Council finds that the subject property (“Property”), legally described and shown on the attached legal description and sketch, has heretofore appeared on the Clackamas County zoning map Rural Residential Farm Forest 5 (RRFF5).

The Council having heard and considered all matters relevant to the application for a Zone Map Amendment, including the Development Review Board record and recommendation, finds that the application should be approved.

THEREFORE IT IS HEREBY ORDERED that The Property, consisting of approximately 15.93 acres on the west side of SW Stafford Road south of SW Frog Pond Lane comprising Tax Lots 1500 and 1700, of Section 12D, as more particularly shown and described in the attached legal description and sketch, is hereby rezoned to Residential Neighborhood (RN), subject to conditions detailed in this Order’s adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order.

Dated: This 21st day of
September, 2020.

TIM KNAPP, MAYOR

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney

ATTEST:

Kimberly Veliz, City Recorder

Attachment: Legal Description and Sketch Depicting Land/Territory to be Rezoned

EXHIBIT A
LEGAL DESCRIPTION
FROG POND RIDGE ZONE MAP AMENDMENT

August 18, 2020 (Otak #19489)

Those properties described in Bargain and Sale Deed to the Trustees of the William Ray Morgan and Janice Ellen Morgan Revocable Living Trust U/D/T October 20, 2009, recorded April 24, 2013 as Document No. 2013-027934, and in Statutory Warranty Deed to West Hills Land Development, LLC recorded October 9, 2018 as Document No. 2018-062022, both of Clackamas County Records, in the southeast quarter of Section 12, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with no cap found at the southeast corner of said Document No. 2013-027934 property, said POINT OF BEGINNING being on the west right of way line of said S.W. Stafford Road North 01°40'13" East a distance of 1287.07 feet and North 88°35'30" West a distance of 30.00 feet from the southeast corner of said southeast quarter of Section 12;

thence along the north line of that property described in Special Warranty Deed to West Hills Land Development LLC recorded August 20, 2019 as Document No. 2019-049723, Clackamas County Records, North 88°35'30" West a distance of 1015.93 feet;

thence along the west line of said Document No. 2019-049723 property South 01°40'13" West a distance of 429.07 feet to the north line of Partition Plat No. 2019-047, Clackamas County Records;

thence along said north line and the westerly extension thereof, North 88°35'30" West a distance of 507.30 feet to the southeast corner of that property conveyed in Document No. 91-036369, Clackamas County Records;

thence along the east line of said Document No. 91-036369 property North 01°37'43" East a distance of 15.64 feet to the southwest corner of that property described in Quitclaim Deed to Amy Thurmond recorded as Document No. 99-022102, Clackamas County Records;

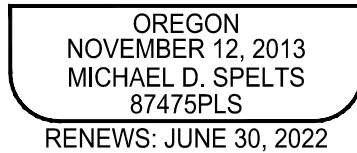
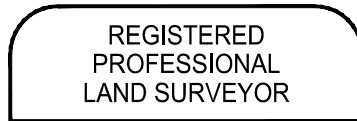
thence along the south line of said Document No. 99-022102 property South 88°31'31" East a distance of 209.95 feet;

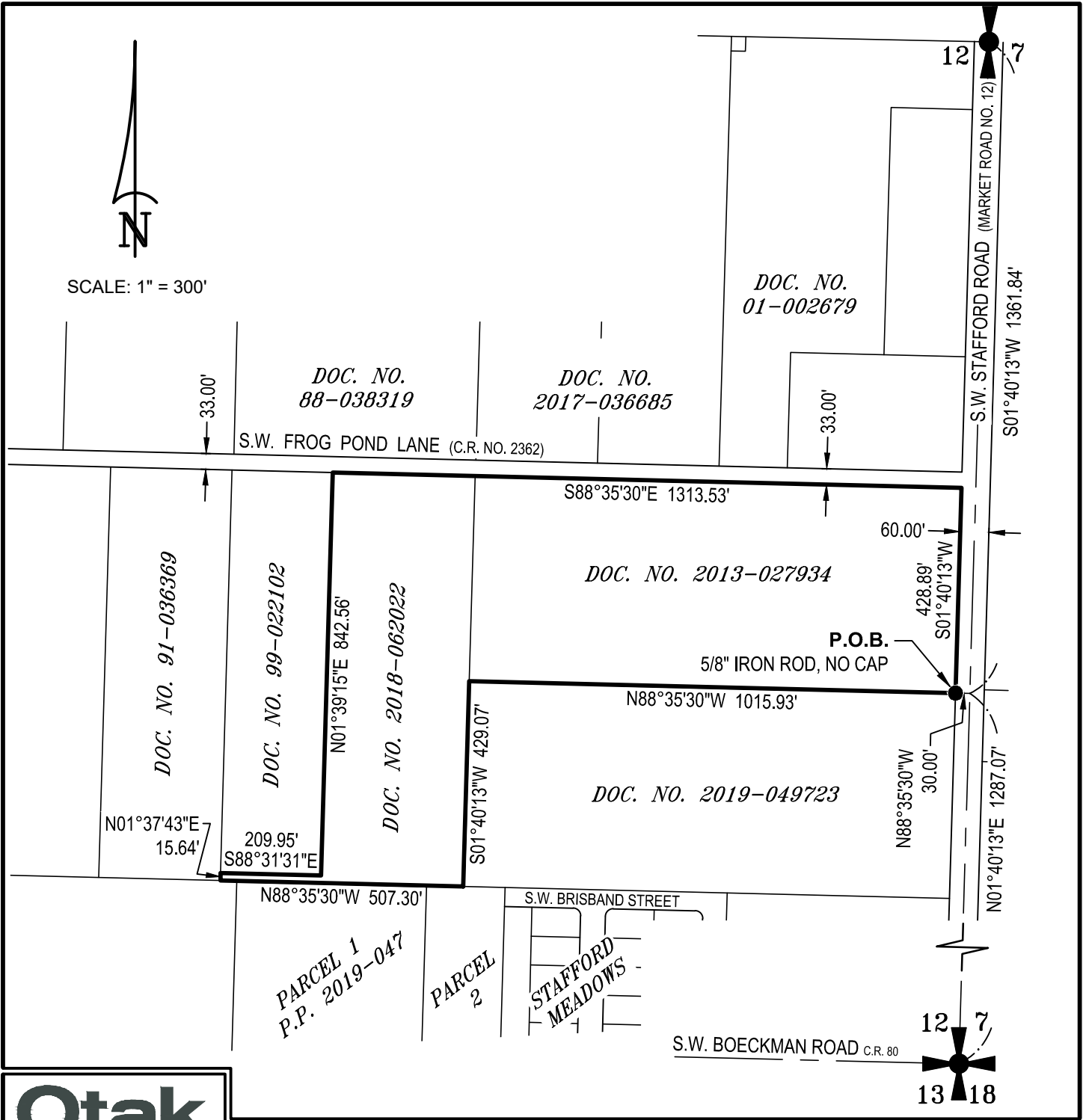
thence along the east line of said Document No. 99-022102 property,
North 01°39'15" East a distance of 842.56 feet to a point on the south right of
way line of S.W. Frog Pond Lane (County Road No. 2362);

thence along said south right of way line and the north line of said Document No.
2018-062022 and 2013-027934 properties, South 88°35'30" East a distance of
1313.53 feet to a point on said west right of way line being parallel with and
30.00 feet easterly of, when measured at right angles to, the section line
common to said Sections 7 and 12 also being the centerline of said S.W. Stafford
Road;

thence along said east right of way line, South 01°40'13" West a distance of
428.89 feet to the POINT OF BEGINNING.

Contains 15.94 acres, more or less.





Otak

808 SW 3rd Ave., Ste. 800
 Portland, Oregon 97204
 Phone: (503) 287-6825
 www.otak.com
 project: 19489

EXHIBIT A

PAGE 3 OF 3

FROG POND RIDGE ZONE MAP AMENDMENT AREA
 IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, &
 THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST,
 WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON

AUGUST 18, 2020



Ordinance No. 843 Exhibit B
Zone Map Amendment Findings

Frog Pond Ridge 71-Lot Single-Family Subdivision

City Council
Quasi-Judicial Public Hearing

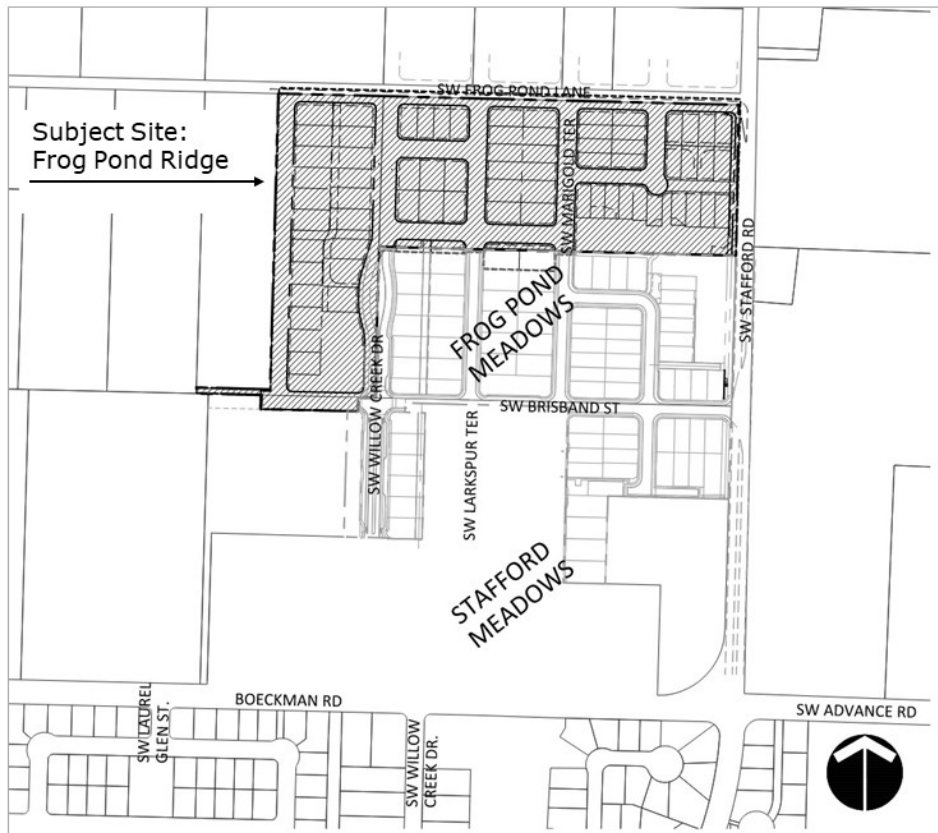
Hearing Date:	September 10, 2020
Date of Report:	August 18, 2020

Application No.:	DB20-0008 Zone Map Amendment
Request:	The request before the City Council is a Zone Map Amendment for approximately 15.93 acres.
Location:	West side of SW Stafford Road, south of SW Frog Pond Lane. The property is specifically known as TLID 1500, 1700, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon
Owners:	West Hills Land Development LLC, William Ray Morgan and Janice Ellen Morgan Revocable Living Trust
Applicant:	West Hills Land Development LLC (Contact: Dan Grimberg)
Applicant's Rep.:	OTAK, Inc. (Contact: Li Alligood AICP)
Comprehensive Plan Designation:	Residential Neighborhood, Public
Zone Map Classification (Current):	RRFF 5 (Rural Residential Farm Forest 5-Acre)
Zone Map Classification (Proposed):	RN (Residential Neighborhood)
Staff Reviewers:	Cindy Luxhoj AICP, Associate Planner
Staff/DRB Recommendation:	<u>Adopt</u> the requested Zone Map Amendment.

Applicable Review Criteria:

Development Code:	
Section 4.110	Zones
Section 4.127	Residential Neighborhood (RN) Zone
Section 4.197	Zone Changes
Comprehensive Plan and Sub-elements:	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Area of Special Concern L	
Transportation Systems Plan	
Frog Pond West Master Plan	
Regional and State Law and Planning Documents	
Statewide Planning Goals	

Vicinity Map



Summary:

Zone Map Amendment (DB20-0008)

Concurrent with the adoption of the Frog Pond West Master Plan, the City added a new zoning district, Residential Neighborhood (RN), intended for application to the Master Plan area. The applicant proposes applying the RN Zone to the subject property consistent with this intention.

Conclusion and Conditions of Approval:

Staff and the Development Review Board recommend approval with the following condition:

Request: DB20-0008 Zone Map Amendment

This action is contingent upon annexation of the subject properties to the City of Wilsonville (DB20-0007).

Findings:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General

Section 4.008

The City’s processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application

Section 4.009

The owners of all property included in the application signed the application forms. West Hills Land Development LLC initiated the application with their approval.

Request: DB20-0008 Zone Map Amendment

As described in the Findings below, the request meets the applicable criteria or will by Conditions of Approval.

Comprehensive Plan

“Residential Neighborhood” on the Comprehensive Plan Map
Implementation Measure 4.1.7.a.

- B1.** The subject area has a Comprehensive Plan Map Designation of “Residential Neighborhood”. The designation enables development of the site consistent with the purpose of this designation as set forth in the legislatively adopted Frog Pond West Master Plan, resulting in an attractive, cohesive and connected residential neighborhood with high quality architecture and community design, transportation choices, and preserved and enhanced natural resources.

“Residential Neighborhood” Zone Applied Consistent with Comprehensive Plan
Implementation Measure 4.1.7.c.

- B2.** The applicant requests the majority of the subject area receive the zoning designation of Residential Neighborhood (RN) as required for areas with the Comprehensive Plan Map Designation of “Residential Neighborhood.”

Safe, Convenient, Healthful, and Attractive Places to Live
Implementation Measure 4.1.4.c.

- B3.** The proposed RN zoning allows the use of planned developments consistent with the legislatively adopted Frog Pond West Master Plan, enabling development of safe, convenient, healthful, and attractive places to live.

Residential Density
Implementation Measure 4.1.4.u.

- B4.** The subject area will be zoned RN allowing application of the adopted residential densities of the Frog Pond West Master Plan. The sub-districts established in the Frog Pond West Master Plan govern the allowed residential densities.

Development Code

Zoning Consistent with Comprehensive Plan
Section 4.029

- B5.** The applicant requests a zone change concurrently with a Stage I Master Plan, Stage II Final Plan, and other related development approvals. The proposed zoning designation of RN is consistent with the Comprehensive Plan “Residential Neighborhood” designation. See also Finding B2 above.

Base Zones

Subsection 4.110 (.01)

- B6.** The requested zoning designation of RN is among the base zones identified in this subsection.

Residential Neighborhood (RN) Zone

Purpose of the Residential Neighborhood (RN) Zone

Subsection 4.127 (.01)

- B7.** The request to apply the RN Zone on lands with the “Residential Neighborhood Comprehensive Plan Map designations enables a planned development process implementing the “Residential Neighborhood” policies and implementation measures of the Comprehensive Plan and the Frog Pond West Master Plan.

Permitted Uses in the Residential Neighborhood (RN) Zone

Subsection 4.127 (.02)

- B8.** Concurrent with the zone map amendment request the applicant requests approval of a single-family subdivision. Single-family dwelling units, attached single-family dwelling units (maximum two attached), open space, and public and private parks are among the permitted uses in the RN zone.

Residential Neighborhood Zone Sub-districts and Residential Density

Subsection 4.127 (.05) and (.06)

- B9.** The subject property includes portions of medium lot Sub-districts 4 and 5 and small lot Sub-district 6. The Frog Pond West Master Plan establishes a range of 86 to 107 units for Sub-district 4. Approximately 19.67% of Sub-district 4 is within the project area. To date, no applications have been approved for units within this sub-district, and the current application proposes 21 lots, which is the maximum number allowed based on the percentage of the sub-district within the project area. The configuration of lots as proposed will allow for buildout of this part of the sub-district consistent with the Master Plan recommendations.

The established range for Sub-district 5 is 27 to 33 units. Approximately 39.72% of Sub-district 5 is within the project area and the applicant proposes 12 lots. The previously approved Frog Pond Meadows includes 22 lots within Sub-district 5. The combined total between the two projects is 34 lots, which is one more than the established range maximum. However, configuration of lots between SW Willow Creek Drive and SW Larkspur Terrace to accommodate Street M results in Lots 25-27 being split between Sub-districts 5 and 6. Since fewer than the maximum lots is proposed in Sub-district 6 and the combined total of proposed lots in Sub-districts 5 and 6 also is below the maximum, exceeding the established dwelling unit range in Sub-district 5 is acceptable and the proposed configuration of lots will allow for buildout of the sub-district consistent with the Master Plan recommendations.

The Frog Pond West Master Plan establishes a range of 74 to 93 units for Sub-district 6. Approximately 48.31% of Sub-district 6 is within the project area. For Sub-district 6, the applicant proposes 38 lots, 8 of which are attached two-unit single-family homes (duplexes). The previously approved Frog Pond Meadows includes 42 lots within Sub-district 6. The combined total between the two projects is 80 lots, which is within the established range for the sub-district. The configuration of lots will allow for buildout of the sub-district consistent with the Master Plan recommendations.

Ord. No. 843 Exhibit C

DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 380

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF AN ANNEXATION OF APPROXIMATELY 17.6 ACRES AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN) FOR APPROXIMATELY 15.9 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF STAFFORD ROAD SOUTH OF SW FROG POND LANE, AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I PRELIMINARY PLAN, STAGE II FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT, TYPE C TREE PLAN, WAIVER TO MINIMUM FRONT SETBACK, AND ABBREVIATED SRIR REVIEW FOR A 71-LOT SINGLE-FAMILY SUBDIVISION. THE SUBJECT SITE IS LOCATED ON TAX LOTS 1500 AND 1700, A PORTION OF 1800, A PORTION OF SW FROG POND LANE RIGHT-OF-WAY, AND A PORTION OF SW STAFFORD ROAD RIGHT-OF-WAY, SECTION 12D, AND A PORTION OF TAX LOT 400, SECTION 12DD, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. LI ALLIGOOD, AICP, OTAK – REPRESENTATIVE FOR WEST HILLS LAND DEVELOPMENT LLC - APPLICANT.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the Planning Staff prepared the staff report on the above-captioned subject dated August 3, 2020, and

WHEREAS, on August 10, 2020, the Development Review Board honored the applicant's request and continued the public hearing to a date and time certain of August 31, 2020, and

WHEREAS, the Planning Staff has prepared the revised staff report on the above-captioned subject dated August 24, 2020, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a special meeting conducted on August 31, 2020, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated August 31, 2020, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:

Ord. No. 843 Exhibit C

DB20-0007 through DB20-0014, and SI20-0001; Annexation, Zone Map Amendment, Stage I Preliminary Plan, Stage II Final Plan, Site Design Review of Parks and Open Space, Tentative Subdivision Plat, Type C Tree Removal Plan, Waiver – Front Setback, and Abbreviated SRIR Review.

ADOPTED by the Development Review Board of the City of Wilsonville at a special meeting thereof this 31st day of August, 2020, and filed with the Planning Administrative Assistant on Sept. 1, 2020. This resolution is final on the 15th calendar day after the postmarked date of the written notice of decision per *WC Sec 4.022(.09)* unless appealed per *WC Sec 4.022(.02)* or called up for review by the council in accordance with *WC Sec 4.022(.03)*.



Daniel McKay, Chair - Panel A
Wilsonville Development Review Board

Attest:



Shelley White, Planning Administrative Assistant



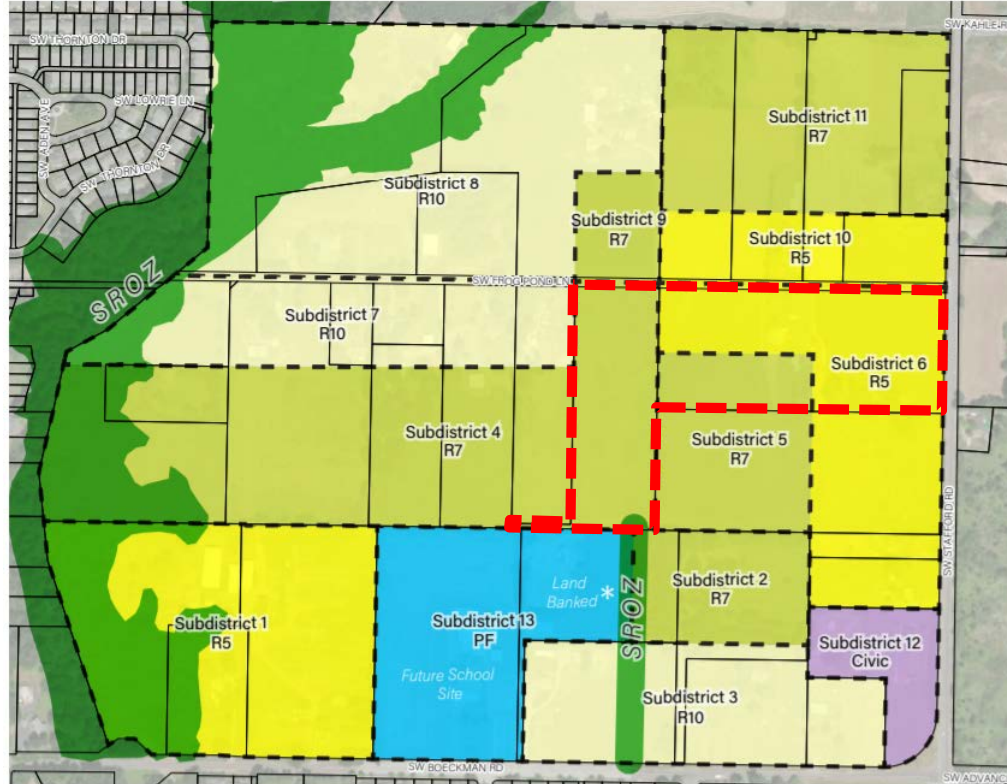
Ordinance Nos. 842 and 843 Annexation & Zone Map Amendment Frog Pond Ridge Subdivision Frog Pond West

City Council Public Hearing
September 21, 2020
Presented by:
Cindy Luxhoj AICP, Associate Planner



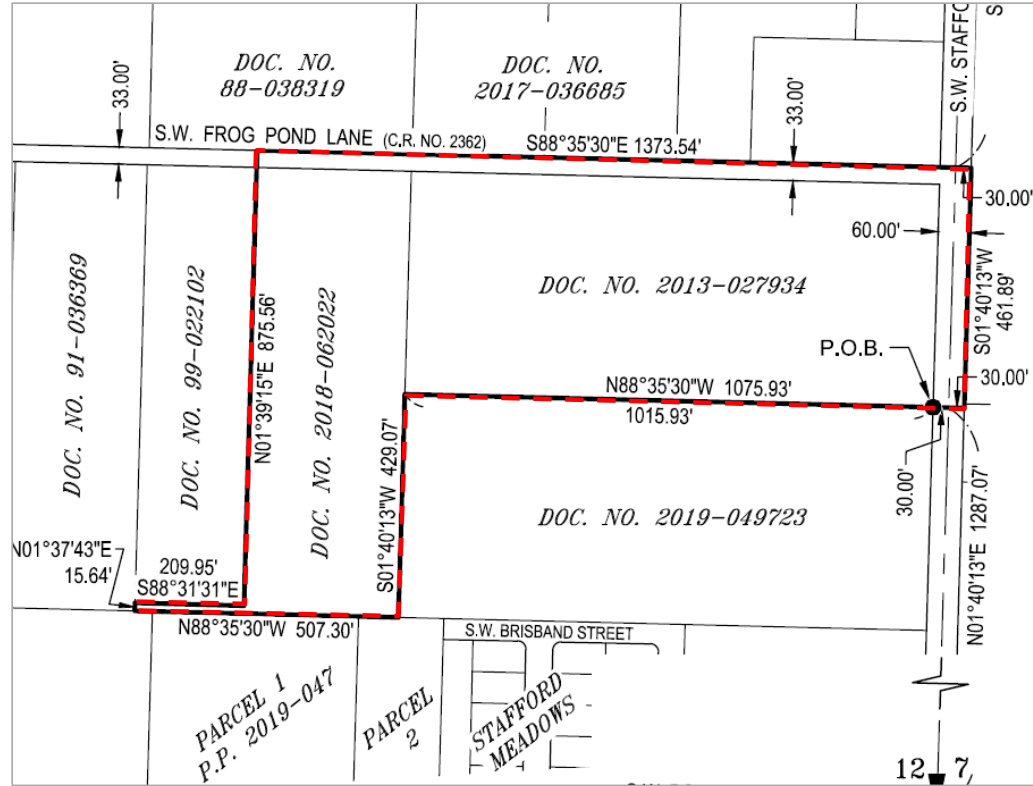
Frog Pond West

Figure 6. Frog Pond West Land Use and Subdistricts



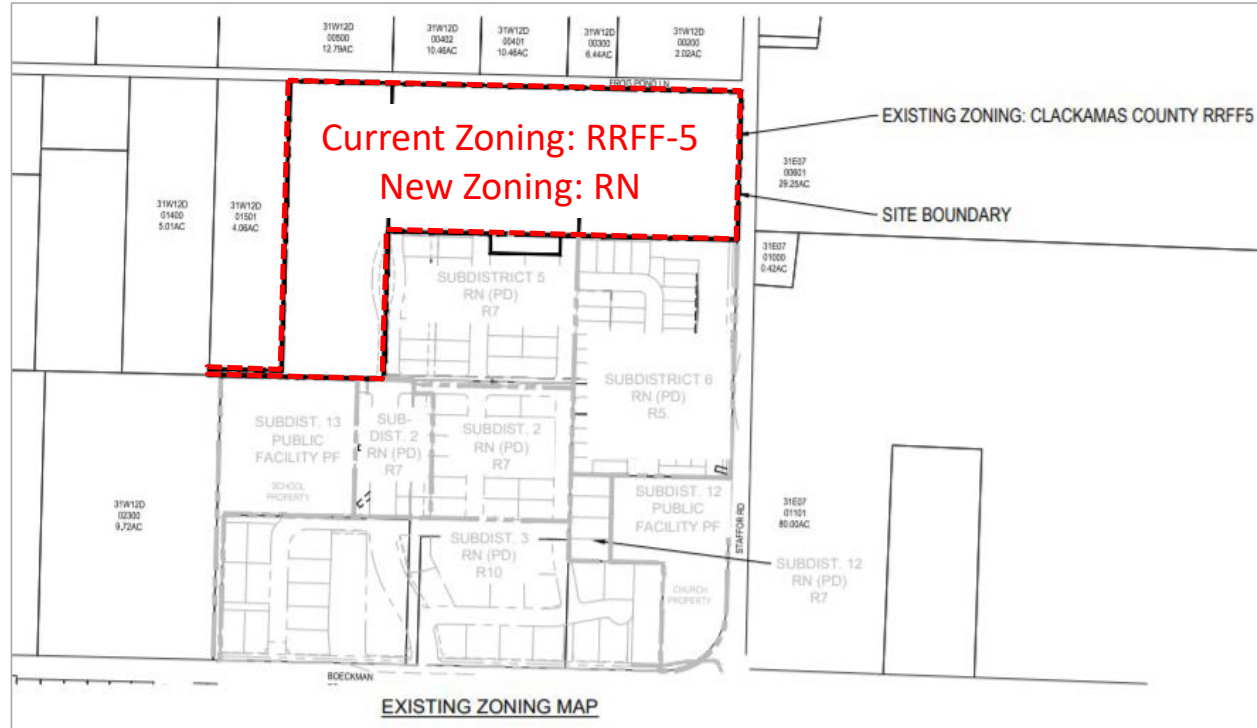


Annexation





Zone Map Amendment





Applications Approved by DRB

- Stage I Preliminary Plan
- Stage II Final Plan
- Site Design Review of Parks and Open Space
- Tentative Subdivision Plat
- Type C Tree Removal Plan
- Waiver – Front Setback
- Abbreviated SRIR Review



Questions?



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: September 21, 2020		Subject: Resolution No. 2849 Supplemental Budget Adjustment	
		Staff Member: Keith Katko, Assistant Finance Director	
		Department: Finance	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: September 21, 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 Council adopt Resolution No. 2849.			
Recommended Language for Motion: I move to approve Resolution No. 2849.			
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 FY 2020/21 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.

Most of the requests for this supplemental are to rollover unused funds from the prior fiscal year. In total, 33 Capital Improvement Projects (CIP), as well as budget amounts for labor negotiations in the HR Department and the strategic library plan in the Library Department will need to have the unused budgets rolled into the current year. The rollovers total \$7,132,446. Please note that these requested rollovers do not increase the overall project cost as detailed in the adopted budget document. A detailed listed is attached as **Attachment #1**.

Also included are four new requests totaling \$478,212. This amount includes:

- \$200,000 for ongoing COVID response operations (CIP #0999), covered by federal CARES funding.
- \$26,000 for a remote operated slope mower, funded 50/50 by Road and Stormwater Operating Funds.
- \$252,212 for design work related to the expansion of the SMART/Fleet Facility (CIP #8148). This project is funded 80:20 by Federal Grant OR-2020-045. Match amounts are anticipated through STIF. The overarching goal of this project is to apply for a competitive FTA construction grant for approximately \$3.4M. Having the preliminary design work complete will make the project “shovel ready” and give the proposal a competitive edge.

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, September 16, 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: 9/9/2020

LEGAL REVIEW / COMMENT:

Reviewed by: Date:

COMMUNITY INVOLVEMENT PROCESS:

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

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

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

ALTERNATIVES:

Not approving the attached supplemental budget could result in overspending current budget appropriations. The City is required to disclose all excess of expenditures over appropriations in the Comprehensive Annual Financial report.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Supplemental Budget Adjustments
2. Resolution No. 2849
 - A. Need, Purpose And Amount: Detail By Fund & Category

Attachment #1 - Supplemental Budget Adjustments

New Budget Requests:

Program	CIP#	Description	TOTAL Request	Comment
PW Admin	0999	Emergency Operations - COVID	\$ 200,000	Grnt Funded
Roads/Storm	n/a	Remote operated slope mower	26,000	Split Rd/Strm
Facilities	8148	SMART/Fleet Facility - Expansion design work	252,212	Grnt Funded
			<u>478,212</u>	

Rollover available funds from FY 2019-20:

HR	n/a	Labor Negotiations	\$ 16,680	Rollover
Library	n/a	Strategic Library Plan	45,410	Rollover
Water CIP	1114	Water System Telemetry	12,936	Rollover
Water CIP	1128	Annual - Well Upgrades and Maint.	10,561	Rollover
Water CIP	1139	5th Street/Kinsman Extension Water Line	339,170	Rollover
Water CIP	2065	Memorial Park Pump Station	781,966	Rollover
Water CIP	2085	Memorial Drive Splitter	53,760	Rollover
Sewer CIP	2099	5th Street/Kinsman Extension Sewer Trunk	307,026	Rollover
Sewer CIP	2103	Garden Acres Sewer Extension	234,756	Rollover
Sewer CIP	2104	Wastewater Treatment Plant Master Plan	231,842	Rollover
Sewer CIP	2500	Sewer Ops Allocation to Charbonneau	283,267	Rollover
Plan CIP	3001	Frog Pond Master Planning (East/South)	27,046	Rollover
Plan CIP	3003	Citywide Signage and Way-finding Construction	157,736	Rollover
Plan CIP	3004	Town Center Plan Implementation	83,881	Rollover
Plan CIP	3006	Charbonneau Street Tree Study	22,000	Rollover
Streets CIP	4014	Street Maintenance (include OH for 18)	247,163	Rollover
Streets CIP	4192	Transportation Performance Monitoring	5,761	Rollover
Streets CIP	4202	I-5 Pedestrian Bridge	683,534	Rollover
Streets CIP	4500	Street Maintenance Allocation to Charbonneau	387,481	Rollover
Streets CIP	4722	LED Street Light Conversion	216,427	Rollover
Storm CIP	7059	Stormwater Rate Study	36,050	Rollover
Storm CIP	7061	Garden Acres Road Storm System	11,454	Rollover
Storm CIP	7062	95th Ave Stormpipe Repairs	37,552	Rollover
Storm CIP	7500	Storm Ops Allocation to Charbonneau	664,021	Rollover
Facilities	8098	Library Improvements	239,425	Rollover
Facilities	8127	Annual Network Upgrades	28,118	Rollover
Facilities	8137	CNG Refueling Station	185,000	Rollover
Parks	9132	Memorial Park Master Plan Implementation	361,000	Rollover
Parks	9147	I-5 Undercrossing Trail-Phase II	246,168	Rollover
Parks	9152	Annual - Play Structure Replacement	151,000	Rollover
Parks	9155	Ice Age Tonquin Trail (inc. 5th St/Kinsman)	327,458	Rollover
Parks	9165	Urban Forest Management Plan	16,321	Rollover
Parks	9167	Villebois Parks - RP7/RP8	586,738	Rollover
Parks	9169	Restroom Construction: Dog Run/Community	53,000	Rollover
Parks	9171	Boones Ferry Park Master Plan Implementation	40,738	Rollover

TOTAL ROLLOVER REQUESTS

\$7,132,446

TOTAL SUPPLEMENTAL BUDGET REQUESTS

\$7,610,658

RESOLUTION NO. 2849

**A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET
ADJUSTMENT FOR FISCAL YEAR 2020-21.**

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2020-21 by Resolution 2815; 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 21st day of September 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							
Interfund transfers	\$ 3,429,047	\$ 213,434	\$ 3,642,481				
All other resources	33,720,388	-	33,720,388				
Total increase in resources	37,149,435	213,434	37,362,869				
HR	\$ 857,330	\$ 16,680	\$ 874,010				
Library	2,121,020	45,410	2,166,430				
PW Admin	669,961	200,000	869,961				
Interfund transfers	5,647,535	725,527	6,373,062				
Contingency	9,013,276	(774,183)	8,239,093				
All other requirements	18,840,313	-	18,840,313				
Net change in requirements	\$ 37,149,435	\$ 213,434	\$ 37,362,869				
Interfund transfers revenue increase recognizes additional resources for the overhead charges on capital improvement projects. Increases to the HR program increase for labor negotiations, Library for strategic plan, and PW Admin for COVID related expenses. Interfund transfers requirements will fund the following capital projects: Frog Pond Master Planning, Citywide Signage, TC Plan Implementation, Charbonneau Street Tree Study, Library Improvements, Network Upgrades, Play Structure Replacement, Urban Forest Plan.							
Community Development Fund							
Interfund Transfers	\$ 2,862,264	\$ 276,980	\$ 3,139,244				
All other resources	2,642,803	-	2,642,803				
Total increase in resources	5,505,067	276,980	5,782,047				
Contingency	218,479	\$ 276,980	495,459				
All other requirements	5,286,588	-	5,286,588				
Net change in requirements	\$ 5,505,067	\$ 276,980	\$ 5,782,047				
Interfund transfers revenue increase recognizes additional resources for the overhead charges on capital improvement projects.							
Road Operating Fund							
Road Operating	\$ 896,848	\$ 13,000	\$ 909,848				
Contingency	1,963,703	(13,000)	1,950,703				
All other requirements	1,791,265	-	1,791,265				
Net change in requirements	\$ 4,651,816	\$ -	\$ 4,651,816				
Increase to the Road Operating program for the purchase of remote mower, split 50/50 with Stormwater Operations.							
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="text-align: center;">Current Appropriations</th> <th style="text-align: center;">Change in Appropriations</th> <th style="text-align: center;">Amended Appropriations</th> </tr> </thead> </table>					Current Appropriations	Change in Appropriations	Amended Appropriations
	Current Appropriations	Change in Appropriations	Amended Appropriations				
Road Maintenance Fund							
Interfund transfers	\$ 3,458,278	\$ 634,644	\$ 4,092,922				
Contingency	1,784,149	(634,644)	1,149,505				
Net change in requirements	\$ 5,242,427	\$ -	\$ 5,242,427				
Interfund transfer requirements will fund the following capital improvement projects: Street Maintenance and Street Maintenance Charbonneau							
Transit Fund							
Transit	\$ 9,004,319	\$ -	\$ 9,004,319				
Interfund transfers	721,421	87,442	808,863				
Contingency	4,641,620	(87,442)	4,554,178				
All other requirements	1,286,058	-	1,286,058				
Net change in requirements	\$ 15,653,418	\$ -	\$ 15,653,418				
Increase to the Transit program will fund SMART/Fleet Facility expansion design, and CNG refueling station.							

	Current Appropriations	Change in Appropriations	Amended Appropriations
Water Operating Fund			
Interfund Transfers	3,979,914	23,497	4,003,411
Contingency	16,672,609	(23,497)	16,649,112
All other requirements	6,461,281	-	6,461,281
Net change in requirements	\$ 27,113,804	\$ -	\$ 27,113,804
Interfund transfers will fund the following projects: Water System Telemetry and Annual Well Upgrades.			
Sewer Operating Fund			
Interfund Transfers	3,863,718	754,152	4,617,870
Contingency	14,120,098	(754,152)	13,365,946
All other requirements	7,694,013	-	7,694,013
Net change in requirements	\$ 25,677,829	\$ -	\$ 25,677,829
Interfund transfers will fund the following projects: Memorial Park Pump Station, Memorial Drive Splitter, WWTP Master Plan, and Sewer Ops Allocation to Charbonneau.			
Stormwater Operating Fund			
Stormwater Operations	\$ 1,052,533	\$ 13,000	\$ 1,065,533
Interfund transfers	2,849,969	719,598	3,569,567
Contingency	2,665,666	(732,598)	1,933,068
All other requirements	890,600	-	890,600
Net change in requirements	\$ 7,458,768	\$ -	\$ 7,458,768
Increase to the Stormwater Operating program for the purchase of remote mower, split 50/50 with Road Operations. Interfund transfers will fund the following projects: Stormwater Rate Study, Stormwater Ops Allocation to Charbonneau.			
Street Lighting Fund			
Interfund transfers	\$ 1,088,820	\$ 216,427	\$ 1,305,247
Contingency	283,976	(216,427)	67,549
All other requirements	457,620	-	457,620
Net change in requirements	\$ 1,830,416	\$ -	\$ 1,830,416
Interfund transfers will fund the following projects: LED Street Light Conversion.			
Water Capital Projects Fund			
Interfund transfers	\$ 6,111,351	\$ 362,667	\$ 6,474,018
All other resources	2,893,322	-	2,893,322
Total increase in resources	\$ 9,004,673	\$ 362,667	\$ 9,367,340
Water capital projects	7,438,300	350,402	7,788,702
Interfund Transfers	294,362	12,265	306,627
Contingency	1,272,011	-	1,272,011
Net change in requirements	\$ 9,004,673	\$ 362,667	\$ 9,367,340
The interfund transfers and the corresponding requirements for water capital projects and transfers to other funds are for the following projects: Water System Telemetry, Annual Well Upgrades and Maintenance, 5th Street/Kinsman Extension Water Line.			
Sewer Capital Projects Fund			
Interfund transfers	\$ 8,398,663	\$ 1,892,617	\$ 10,291,280
All other resources	15,928	-	15,928
Total increase in resources	\$ 8,414,591	\$ 1,892,617	\$ 10,307,208
Sewer capital projects	7,750,557	1,775,474	9,526,031
Interfund Transfers	311,843	117,143	428,986
Contingency	352,191	-	352,191
Net change in requirements	\$ 8,414,591	\$ 1,892,617	\$ 10,307,208
The interfund transfers and the corresponding requirements for stormwater capital projects and transfer requirements are for the following capital projects: Memorial Park Pump Station, Memorial Drive Splitter, 5th Street/Kinsman Extension Sewer Trunk, Garden Acres Sewer Extension, Wastewater Treatment Plant Master Plan, Sewer Ops Allocation to Charbonneau.			

	Current Appropriations	Change in Appropriations	Amended Appropriations
Streets Capital Projects Fund			
Interfund transfers	\$ 12,989,548	\$ 1,831,029	\$ 14,820,577
All other resources	1,086,407	-	1,086,407
Total increase in resources	\$ 14,075,955	\$ 1,831,029	\$ 15,906,984
Streets capital projects	12,129,206	1,707,043	13,836,249
Interfund Transfers	454,119	123,986	578,105
Contingency	1,482,630	-	1,482,630
Net change in requirements	\$ 14,065,955	\$ 1,831,029	\$ 15,896,984
The interfund transfers and the corresponding requirements for street capital projects and transfers to other funds is for the following projects: Street Maintenance, Transportation Performance Monitoring, I-5 Pedestrian Bridge, Street Maintenance Allocation to Charbonneau, and LED Street Light Conversion, Frog Pond Master Planning, Citywide Signage, Town Ctr Plan Imp, and Charboneau Street Tree Study.			
Stormwater Capital Projects Fund			
Interfund transfers	\$ 2,284,511	\$ 749,077	\$ 3,033,588
All other resources	273,361	-	273,361
Total increase in resources	\$ 2,557,872	\$ 749,077	\$ 3,306,949
Stormwater capital projects	2,019,764	662,393	2,682,157
Interfund Transfers	136,323	86,684	223,007
Contingency	401,785	-	401,785
Net change in requirements	\$ 2,557,872	\$ 749,077	\$ 3,306,949
The interfund transfers and the corresponding requirements for stormwater capital projects and transfers to other funds is for the following projects: Stormwater Rate Study, Garden Acres Road StormSystem, and Stormwater Ops Allocation to Charbonneau.			
Facilities/Information Services Capital Projects Fund			
Intergovernmental	\$ 476,205.00	\$ 349,770	\$ 825,975.00
Interfund transfers	3,660,551	354,985	4,015,536
Beginning Fund Balance	38,168	-	38,168
All other resources	300	-	300
Total increase in resources	\$ 4,175,224	\$ 704,755	4,879,979
Facilities/Information Services capital projects	\$ 3,873,729	\$ 648,939	\$ 4,522,668
Interfund Transfers	69,851	55,816	125,667
Contingency	131,644	-	131,644
Net change in requirements	\$ 4,075,224	\$ 704,755	\$ 4,779,979
The interfund transfers and the corresponding requirements for facilities/information services capital projects and transfers to other funds is for the following capital project: Library Improvements, Annual Network Upgrades, CNG Refueling Station, SMART/Fleet Facility Expansion Design.			
Parks Capital Projects Fund			
Interfund transfers	\$ 2,889,514	\$ 1,782,423	\$ 4,671,937
All other resources	330,687	-	330,687
Total increase in resources	\$ 3,220,201	\$ 1,782,423	\$ 5,002,624
Parks capital projects	\$ 2,604,460	\$ 1,687,903	\$ 4,292,363
Interfund Transfers	138,096	94,520	232,616
Contingency	477,645	-	477,645
Net change in requirements	\$ 3,220,201	\$ 1,782,423	\$ 5,002,624
The interfund transfers and the corresponding requirements for parks capital projects and transfer to other funds is for the following capital projects: Memorial Park Master Plan Implementation, I-5 Undercrossing Trail Phase II, Annual Play Structure Replacement, Ice Age Tonquin Trail, Urban Forest Management Plan, Villebois Parks RP7/PR8, Restroom Construction Dog Run, Boones Ferry Master Plan Implementation.			
Water SDC Fund			
Interfund Transfers	\$ 3,408,532	\$ 339,170	\$ 3,747,702
Contingency	4,124,713	(339,170)	3,785,543
Materials and Services	25,180	-	25,180
Net change in requirements	\$ 7,558,425	\$ -	\$ 7,558,425
Interfund transfers will fund the following projects: 5th Street/Kinsman Extension Water Line			

	Current Appropriations	Change in Appropriations	Amended Appropriations
Sewer SDC Fund			
Interfund Transfers	\$ 6,242,140	\$ 1,138,465	\$ 7,380,605
Contingency	297,507	(1,138,465)	(840,958)
Materials and Services	21,410	-	21,410
Net change in requirements	\$ 6,561,057	\$ -	\$ 6,561,057
Interfund transfers will fund the following projects: Memorial Park Pump Station, 5th Street/Kinsman Extension Sewer Trunk, Garden Acres Sewer Extension, Wastewater Treatment Plant Master Plan.			
Street SDC Fund			
Interfund Transfers	\$ 7,441,360	\$ 689,295	\$ 8,130,655
Contingency	3,643,956	(689,295)	2,954,661
Materials and Services	40,260	-	40,260
Net change in requirements	\$ 11,125,576	\$ -	\$ 11,125,576
Interfund transfers will fund the following projects: Transportation Performance Monitoring, I-5 Pedestrian Bridge			
Stormwater SDC			
Interfund Transfers	\$ 332,218	\$ 29,479	\$ 361,697
Contingency	3,057,128	(29,479)	3,027,649
Materials and Services	5,580	-	5,580
Net change in requirements	\$ 3,394,926	\$ -	\$ 3,394,926
Interfund transfers will fund the following projects: Stormwater Rate Study, and Garden Acres Road Storm System			
Parks SDC Fund			
Interfund Transfers	\$ 2,800,104	\$ 1,615,102	\$ 4,415,206
Contingency	2,722,756	(1,615,102)	1,107,654
Materials and Services	16,400	-	16,400
Net change in requirements	\$ 5,539,260	\$ -	\$ 5,539,260
Interfund transfers will fund the following projects: Memorial Park Master Plan Implementation, I-5 Undercrossing Trail Phase II, Ice Age Tonquin Trail, Villebois Parks RP7/PR8, Boones Ferry Park Master Plan Implementation.			



From The Director's Office

I am pleased to highlight the extra effort that members of the Building Division take to give back and teach their profession to the next generation of municipal employees. "It is important to give back and help shape the next generation of industry professionals, whether they be contractors or code professionals," says Dan Carlson, Building Official.

Why do we do this? Staff find that one of the best ways to know a topic is to teach it. This keeps staff technically strong and ensures the community maintains a very high level of code compliance. Staff want to be the best resource for our community that we possibly can. Carlson went on to further state, "It is very rewarding to see a student become successfully certified and gainfully employed. It changes their life. It is a lot of hard work and these students sacrifice so much. Being a part of helping them succeed in making positive life changes is very exciting and fulfilling for all of us who give back in this way." Here are the staff members that teach the next generation:

Mike Ditty, Building Inspector: Mike is an instructor for the Oregon State Plumbing Apprenticeship Program, which is based out of Clackamas Community College in Oregon City and Wilsonville. Mike has been teaching for 30 years. In 1996, Mike was named the supervising instructor. He oversees 22 instructors and 20 apprenticeship classes. In the program, a plumbing apprentice completes over 600 hours of related training over four years. In addition to a Journeyman Plumbing License, the apprentice can earn an Associate of Applied Science Degree.

Melissa Gitt, Lead Worker: Melissa has been teaching Plumbing Apprenticeship for the Area 1 Joint Apprenticeship and Training Committee since 2008. Melissa has taught ADA, Math for Plumbers, and the second year code program for plumbers through Clackamas Community College. In addition, she has offered a plumbing inspector continuing education class for the Oregon Building Officials Association.

Dan Carlson, Building Official: Dan has been an instructor for four years at Chemeketa Community College in the Building Inspection Technology Program. His classes include Residential Codes 1 and Building Department Administration 1 & 2. Aside from teaching the technical aspects of codes, these classes prepare future code professionals to take three national certification exams. The two-year Associates Degree includes testing for eight national certifications, making students very employable.

Brian Pascoe, Building Inspector: Brian has been teaching at Chemeketa Community College's Building Inspection Technology Program for the past three years. Brian teaches Building Inspection 1 & 2. These classes take the technical code provisions for residential and commercial construction and teach how to apply the code during the inspection process.

I am very proud of the efforts of these staff members to give back to promote their professions to future generations of municipal employees.

Respectfully submitted,
Chris Neamtzu, AICP
Community Development Director

Building Division

What-cha Looking At? OPTA

The Oregon Permit Technician Association (OPTA) is an organization that has helped recognize Permit Technicians as professionals within the building industry. OPTA provides unity with other Permit Technicians as well as continuing education and training. I am able to network with neighboring jurisdictions for advice or assistance related to permitting which promotes continuity within the Metro area. I also utilized the training of other experienced OPTA members to achieve my ICC Permit Technician certification.



Permit Technicians are the first point of contact for the public. As customer service professionals, we provide customers with permit applications, help coordinate building inspections, verify contractor licenses, answer calls on building related questions, as well as maintain approximately 15,000 address files for Wilsonville containing information related to construction. Being able to easily access accurate historical information helps the Plans Examiners and Building Inspectors when renovations and improvements are made to existing structures.



As a Permit Technician, our customer service is top priority in creating a friendly atmosphere and smooth process to customers that are looking for help. I am proud of what the Building Division Permit Technicians provide to those that we serve.

If you have a permit questions contact the Permit Technicians at permits@ci.wilsonville.or.us or 503-682-4960.

—Becky White, Permit Technician 2

Economic Development Division

COVID-19 Relief Programs for Small Business

- Staff continue to coordinate with regional and state partners to promote COVID-19 relief programs for Wilsonville small businesses, including the following:
 - PPE from Clackamas County: Face coverings are required throughout Oregon for indoor public spaces and outdoors where social distancing cannot be maintained in response to the COVID-19 pandemic. To help reduce any barriers businesses might have in complying with this requirement, the Clackamas County Emergency Operations Center offers face coverings at no charge to small businesses based in Clackamas County. To request face coverings, please visit their website at www.clackamas.us/coronavirus/ppe-requests or call 503-650-3373. Small businesses that are owned by minorities, women, veterans or by those with disabilities, and emerging businesses, are prioritized for receiving face coverings, in accordance with the Oregon Equity Framework in COVID-19 Response and Recovery.
 - Clackamas County Grant Program awarded \$420,000 worth of grants to 145 businesses, of which 18 are based in Wilsonville.
- Credit Unions Small Business Relief Fund: \$1.5 million in emergency grants were available for small businesses state-wide with \$100,000 going to both Clackamas and Washington counties. Businesses with less than 25 full-time employees that have not received Payroll Protection Program (PPP) or Economic Injury Disaster Loans (EIDL) were able to apply for grants up to \$12,500 from the following Credit Unions:
 - Consolidated Credit Union
 - Trailhead Credit Union
 - Point West Credit Union
- Coronavirus Relief Fund Cultural Support Grant Program: City promoted grant program with \$25.9 million in CARES Act funding to Oregon cultural organizations facing losses due to the COVID-19 health crisis. Eligible grant recipients included, but were not limited to, cultural institutions, county fairgrounds, cultural entities within federally recognized Indian Tribes based in Oregon, and festivals and community event organizations. The program was administered by the Oregon Cultural Trust.

Urban Renewal

- Wilsonville Investment Now (WIN) Program Proposal: URA Task Force convened on July 22 to review new incentive program proposal that would incentivize high value, high job density developments but provide added flexibility around site location and program criteria. The Task Force provided unanimous support for the proposal with the recommendation to consider additional policy criteria including diversity, equity and inclusion, industry type, traffic generation, and priority consideration for local business expansion. Staff will brief City Council on the Task Force recommendations at the September 10 City Council meeting to determine next steps.

Economic Development Division

Wilsonville Childcare Conversation

The City of Wilsonville’s Economic Development Department, in partnership with the Clackamas Workforce Partnership, convened a virtual conversation on July 29 with more than 20 attendees including policymakers, community groups, and childcare providers to discuss the childcare landscape in Wilsonville. The event helped to frame childcare access as an economic/workforce/equity issue, in that employers need access to childcare services to effectively recruit and retain their workforce. Local policymakers helped champion the issue, comparing childcare access to infrastructure in that it helps enable economic development just as roads and utilities do. Analysis conducted by Childcare Resource and Referral found that Wilsonville is a childcare desert, with around 3,500 kids under the age of nine and only six providers with a capacity for 250 kids.

Community members participated in a break-out activity and brainstormed the following solutions, which may involve the City’s participation:



- Jurisdictions declare childcare access as policy priority. Helps achieve momentum and sustained interest. State Representative Neron indicated this might be happening at the state level in some way.
- City audit of code to be less restrictive for home-based childcare providers. Happy Valley took this step in partnership with Clackamas Workforce Partnership and decided to exempt childcare home-based businesses from some requirements in order to help boost supply, seeing the overall issue as an equity/workforce/economic development one.
- Consideration of employer-provided childcare in the Wilsonville Investment Now (WIN) incentive program.
- Exploration of multi-generation care facility pairing seniors and children (may be post-COVID for public health reasons).

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 Project (4212)

The Engineering Division is evaluating the existing culvert, looking into an embankment option to add to our project alternatives, and getting a preliminary look at the environmental permitting requirements for each of the alternatives.

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 rehabilitation work will be advertised in early September, contract award anticipated in early October, and rehabilitation work beginning in late October. Also included in this contract is evaluation work at the two existing Charbonneau wells—this evaluation work will help guide subsequent rehabilitation work in the next fiscal year. Rehabilitation operations will continue through February 2021.

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 has begun and is anticipated to be completed by fall 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 the WWSP 66" raw water pipeline along Ridder Road is complete and construction is moving north along Garden Acres Road. Ridder Road between Peters Road and Graham's Ferry Road was closed through September 1 for installation of roadway improvements (pictured above). Project completion is anticipated for January 2021.



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. Public engagement around bridge and plaza design concepts ended on August 24. The design team will be meeting with Planning Commission and City Council in September to present public engagement results and seek input regarding preferred design concepts.



Engineering Division, Capital Projects

Memorial Park Pump Station (2065)

This project involves replacing and relocating the wastewater pump station in Memorial Park. The contract was awarded to McClure and Sons. Construction began in July and is anticipated to be completed in March 2021.

Street Maintenance Project (4014/4118)

Construction is underway. Curb ramps are currently being replaced on Elligsen Road, Main Street, and Parkway Avenue. About half of the pavement improvements on Day Road are complete. Pavement repair began on Elligsen Road the week of August 31. Street maintenance work will occur on Day Road, Elligsen Road, Burns Way, Parkway Avenue, and Main Street.

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. An engineering contract was awarded in July. Completion of the 30% design is anticipated in late 2020, at which time a CMGC solicitation would occur. Final design would be completed in coordination with the CMGC by the end of 2021, followed by construction in 2022-2023.

WWSP Coordination (1127)

Ongoing coordination efforts continue with the Willamette Water Supply Program (WWSP). Here are the updates on 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 underway and will continue through September 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 the first quarter of 2021.
- **Raw Water Facility Improvements** This capital improvement project is under the management of the Willamette Water Supply Commission and the Tualatin Valley Water District. Improvements include seismic upgrades to the existing intake facility and river embankment, as well as the installation of a 66" raw water pipe and an 8" domestic City water pipe. Onsite construction has been taking place.

WWTP Master Plan (2104)

This project will evaluate capacity of Wastewater Treatment Plant (WWTP) processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. The engineering contract was awarded in May, and the project is anticipated to be completed by fall 2021.

Engineering Division, Private Development

DP Nicoli

Onsite construction has been taking place. The City has been working with the applicant to resolve utility conflicts in the right of way.

Dutch Bros Coffee

A new Dutch Bros Coffee Drive-Thru is being constructed on the vacant parcel at the southeast corner between Park Place and Town Center Loop West. As a part of the development, a new Rapid Flash Beacon (RFB) crossing will be installed on Town Center Loop West just south of Park Place. In addition to the RFB, a marked crosswalk will also be installed at the intersection on Park Place. Onsite construction has started. The Public Works Permit has been issued.

Fir Avenue Commons

This is a ten-unit condominium development in Old Town. Onsite home construction is happening. The granite curbs (shown right) have arrived. The construction of offsite street improvements will start soon.

Frog Pond Meadows

74-lot subdivision located north of Stafford Meadows and adjacent to Stafford Road. The contractor (NEI) is completing final punch list items.

Grace Chapel

This 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. Work continues on site improvements. Problems have been discovered with the sanitary sewer connection and it is in the process of being redesigned.

Hilton Garden Inn

Construction continues on this four-story hotel at Memorial Drive and Parkway Avenue. Final punch list items remain before this project goes into the maintenance phase.

Northstar Contractor Establishment—Clay Street

This project is located in Washington County and onsite improvements are subject under the Washington County permit. The street improvements are under the City of Wilsonville permit. The sidewalk has been installed and the curb has been formed.



DP Nicoli



Fir Avenue Commons



Grace Chapel

Engineering Division, Private Development

Peyton Lane

This project adds a stormwater/rain garden facility to the parking lot of an existing building at the corner of Barber Street and Boones Ferry Road.

Shredding Systems

This project involves adding an additional building and expanding the sanitary, water, and storm systems. A sidewalk will also be added on 95th Avenue. The project is currently under plan review.

Siena at Villebois Fire Reconstruction

The street pavement, curb, and sidewalk replacement have been completed. The contractor has started working on Low Impact Development Alternative (LIDA) swales.



Engineering Division, Natural Resources

I-5 Undercrossing Trail—Phase 2

On July 21, bids were opened for Phase 2 of the I-5 Undercrossing Trail. A resolution to award the construction contract to Banzer Construction was approved by City Council on August 17. Staff are reviewing and approving project submittals, and construction began the first week of September.

The shared-use path between Boones Ferry Park and the existing pedestrian bridge trail connection will include construction of grade modifications, a 775-foot-long, 12-foot-wide asphalt paved shared-use path, conduit for future lighting, and optical fiber, signing, and striping. Phase 1 was completed in 2019, and Phase 2 represents the first project to be completed as part of the Boones Ferry Master Plan adopted in 2018.

Urban Forest Management Plan

An Urban Forest Management Plan (UFMP) meant to guide the City's programs and actions related to the urban forest is underway. The UFMP will provide an integrated approach to preserving, sustaining, and regenerating Wilsonville's urban forest into the future. While the UFMP will cover the entire City, it will have two focus areas: Charbonneau and Town Center.

A community outreach and engagement strategy has been finalized, which will include the [Let's Talk, Wilsonville!](#) website, community wide virtual meetings, and online surveys focused on the specific areas including Town Center and Charbonneau. The first online survey was posted on September 1 and overlapped with the first virtual community meeting on September 15. The meeting was intended to raise awareness, provide background on the project, and encourage community participation in the planning process.



Planning Division, Current

Administrative Land Use Decisions Issued

- New parking lot directional sign at Target
- 1 Other Class I Administrative Review
- 6 Type A Tree Permits
- 3 Type B Tree Permits
- Single-family house permits

Construction Permit Review, Development Inspections, and Project Management

In August, 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:

- DP Nicoli Industrial Development on Boberg Road
- Dutch Bros Coffee kiosk in Town Center
- Fir Avenue Commons residential development in Old Town
- Grace Chapel on Parkway Avenue
- Hilton Garden Inn on Parkway Avenue
- I&E Construction headquarters on Parkway Avenue
- Regional Park 7&8 in Villebois
- Residential subdivisions in Frog Pond West
- Willamette Water Supply Project

Development Review Board (DRB)

During their August 10 meeting, DRB Panel A continued a hearing on the Frog Pond Ridge subdivision to a date certain of August 31 at the request of the applicant. During the August 31 hearing the DRB held a public hearing on the subdivision and after the hearing forwarded a recommendation of approval for the Zone Map Amendment and Annexation to the City Council and unanimously approved other applications to allow the construction of the subdivision contingent on the City Council's approval. City Council is scheduled to hold a public hearing on September 10 for the zone change and annexation.

Also on August 10, DRB Panel A held a public hearing on the proposal for modifying the architecture design for I&E Construction from what was approved earlier this year. They also heard a proposal for a sign area waiver to allow the installation of a unique sign in a perforated metal panel facing Interstate 5. Following the hearing, the Board determined they need more information to make a determination and continued the item to their next regularly scheduled hearing on September 14, providing the applicant with time to submit supplemental information.

During their August 24 meeting, DRB Panel B held a public hearing on a proposed 6-unit residential development on the north end of Magnolia Avenue in the Old Town Neighborhood. Following the hearing, the DRB continued the item until the next scheduled meeting for Panel B on September 28.

Planning Division, Current

DRB Projects Under Review

During August, 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
- 69-lot subdivision in Frog Pond proposed by West Hills Development
- Parkway Woods (former Xerox campus) remodel and additional parking
- Industrial Warehouse on Clutter Road in Coffee Creek Industrial Area
- Revisions to outdoor storage area for DP Nicoli on Boberg Road
- Architecture and sign changes for I&E Construction on Parkway Avenue



Middle Housing in Wilsonville Project (House Bill 2001 Implementation)

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. In August, staff reviewed proposals from consultant teams and selected a team lead by Angelo Planning Group to assist the City with the project. Staff is working with Angelo Planning Group to finalize the scope of services, and will be bring the contract to City Council for approval in September. In the meantime, staff is working on the initial code audit and update. Also, during August staff stayed engaged in the ongoing state rulemaking process, reviewing updated draft administrative reviews, and providing feedback to DLCD as well as coordinating with other jurisdictions with similar concerns.

House Bill 2003 Implementation (Housing Needs Analysis/Housing Production Strategies)

Planning staff continue to coordinate with DLCD 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. Staff participated in a seventh meeting of the state's Technical Advisory Committee (TAC) for rulemaking on Housing Production Strategies on August 6 and otherwise stayed engaged in the process.

Planning Commission

The Planning Commission did not meet in August. The Planning Commission will meet next on September 9.

Planning Division, Long Range

Small Wireless Facility (SWF) Technical Assistance

In August, Planning staff reviewed three proposals received for on-call technical services to support the City in review of applications for small wireless facilities (SWFs) and other wireless infrastructure. Having this on-call technical review capacity will help the City regulate this emerging wireless technology and related infrastructure in a technically sound way that addresses safety, aesthetic, and wireless service access concerns while meeting federal regulations. Cost of the technical review will be borne by applicants.

Wilsonville Town Center Plan

I-5 Pedestrian Bridge



The I-5 Pedestrian Bridge project held the project's first ever virtual open houses on August 13. The event was a great success with 52 different community members providing valuable input on the bridge design. The team will present the results of this outreach to the Planning Commission and City Council at work sessions in September. The input received through the open houses will continue to help the Town Center project team develop the bridge and plaza designs for the I-5 Pedestrian Bridge and Town Center Gateway Plaza project, which will provide an important connection between Town Center, the Wilsonville Transit Center and neighborhoods west of Interstate 5.

General project information is available on the project website: www.letstalkwilsonville.com/I5-Ped-Bridge.



Streetscape Plan

During August, staff continued to work with the consultant, SERA Architects, on the scope and timeline in order to finalize the contract. Staff participated in and reviewed the findings of the I-5 Pedestrian Bridge survey and open houses to use this information as a basis for streetscape design concepts and outreach efforts for this project. The project will kick off in September with a presentation to Planning Commission in October. Over the course of the project, the consultant team and City staff will seek input on various design elements that will be included in the final plan document. The Town Center Streetscape Plan is an important near-term implementation item of the Town Center Plan. The end product will create a well-designed and implementable palette of street furniture, surface materials, lighting fixtures, and landscaping elements that will reflect the community's aesthetic preferences for Town Center. The final document will provide clear guidelines for streetscapes that will be built as part of private development or capital improvement projects that will result in a cohesive appearance throughout Town Center.



Transportation System Plan

During August, the Town Center team continued to update the City's Transportation System Plan (TSP) to integrate the recommended transportation-related infrastructure investments from the Town Center Plan. The City's on-call traffic consultant, DKS Associates, finalized its limited additional analysis of Wilsonville Road as requested by the Oregon Department of Transportation (ODOT) to determine the extent of any needed updates to the City's Interchange Area Management Plan (IAMP). Upon conclusion of this work, DKS will finalize the draft updates to the TSP, with adoption anticipated later this year.



AUGUST
MONTHLY
REPORT

From the Director:

Greetings from the Finance Team!

July was an extremely busy month with over 100 hours of accounting staff time spent on user acceptance training for MUNIS. During this phase of the project, staff tested the system: uploading budgets, creating journal entries, invoices, requisitions, accounts payable checks and many other important financial processes. It was the first time we had to ‘play around’ in the system and figure out how we will need to change our current business practices to work with MUNIS. It is going to be a big change for our finance staff but we are looking forward to implementation

Our year end process continues and we have had to speed things up with the MUNIS implementation. While we technically have until November 1 to complete the process, we have had to shorten the time frame to September 18th! With the dates all set, we are looking at an official go-live date of October 12th.

The HR/Payroll implementation is moving along as well. They will soon be running parallel payrolls in MUNIS and in Eden to insure things have been set up properly. They are scheduled to go live sometime in April.

Stay cool and enjoy September!

-Cathy Rodocker

By the Numbers:

Finance Statistics for the period of August 1, 2020-August 31, 2020

Please Note: Utility Billing is reported with a one month lag.

<u>Utility Billing:</u>		<u>Accounts Payable:</u>		<u>Municipal Court:</u>	
Total Monthly Bills	6,789	Invoices Processed	194	Total Citations Issued	120
New Customers	89	Payments Processed	236	Total Suspensions Issued	0
New Service Locations	17			Ticket Revenue	\$9,044

FY21 Financial Update:

Attached please find the financial reports for the month of August 2020. It is difficult to get a clear understanding from these reports to see just where we are at as many revenues received in July and August were for the prior fiscal year and has been correctly recorded into the proper fiscal year. And, some revenues are typically collected later in the fiscal year.

However, one fund that has seen a significant reduction in revenues is the Water Fund. The billing months for June, July and August has seen a cumulative reduction of over \$660K as compared to the same time period in 2019. June and July revenues were down significantly but August, while still not at 2019 levels, has shown a rebound. When comparing the consumption by customer type, the reduction is seen in each category: residential, commercial, industrial, etc. This type of reduction is being seen throughout the region primarily due to the economic effects of COVID-19. Fortunately, this fund has adequate reserves that will enable them to weather this storm. We will have the September billing data in the next week or so and hope to see the upward trend continue.

	Budget	Activity	% Used
Fund 110 General Fund:			
Taxes	11,954,800	54,181	-%
Intergovernmental	2,415,495	21,656	1%
Licenses and Permits	182,750	28,851	16%
Charges for Services	672,610	41,081	6%
Fines	320,000	36,482	11%
Investment Revenue	163,900	21,588	13%
Other Revenues	1,180,350	829	-%
Transfers	3,429,047	510,848	15%
Total Revenue	20,318,952	715,515	4%
Personal Services	9,334,432	1,076,888	12%
Materials and Services	10,186,292	1,367,697	13%
Capital Outlay	20,000	0	-%
Transfers	5,647,535	2,740,834	49%
Total Expense	25,188,259	5,185,419	21%
Fund 210 Fleet Fund:			
Charges for Services	1,411,703	235,355	17%
Investment Revenue	9,600	3,283	34%
Other Revenues	18,000	0	-%
Total Revenue	1,439,303	238,638	17%
Personal Services	788,700	79,298	10%
Materials and Services	676,906	73,351	11%
Capital Outlay	65,000	0	-%
Transfers	2,400	400	17%
Total Expense	1,533,006	153,049	10%
Fund 230 Building Fund:			
Licenses and Permits	877,190	99,449	11%
Licenses and Permits-Villebois	73,375	38,838	53%
Charges for Services	9,600	1,600	17%
Investment Revenue	22,800	16,142	71%
Transfers	40,883	6,814	17%
Total Revenue	1,023,848	162,842	16%
Personal Services	1,081,750	122,037	11%
Materials and Services	165,347	60,486	37%
Transfers	405,321	50,888	13%
Total Expense	1,652,418	233,411	14%
Fund 235 Community Development Fund:			
Intergovernmental	63,000	0	-%
Licenses and Permits	689,983	102,079	15%
Licenses and Permits-Villebois	11,740	11,552	98%
Charges for Services	607,450	91,254	15%
Investment Revenue	12,500	464	4%
Other Revenues	250	103	41%
Transfers	2,862,264	455,974	16%
Total Revenue	4,247,187	661,426	16%
Personal Services	3,215,620	355,009	11%
Materials and Services	712,625	32,064	4%
Transfers	584,243	97,374	17%
Total Expense	4,512,488	484,447	11%
Fund 240 Road Operating Fund:			
Intergovernmental	2,382,151	19,384	1%
Investment Revenue	2,000	0	-%
Other Revenues	2,000	162	8%
Total Revenue	2,386,151	19,547	1%
Personal Services	382,270	33,701	9%
Materials and Services	514,578	35,469	7%
Debt Service	82,000	0	-%
Transfers	1,525,765	38,050	2%
Total Expense	2,504,613	107,220	4%

	Budget	Activity	% Used
Fund 245 Road Maintenance Fund:			
Charges for Services	2,065,000	346,027	17%
Investment Revenue	3,100	7,840	253%
Total Revenue	2,068,100	353,867	17%
Transfers	3,458,278	0	-%
Total Expense	3,458,278	0	0%
Fund 260 Transit Fund:			
Taxes	5,050,000	1,289,217	26%
Intergovernmental	5,296,588	32,028	1%
Charges for Services	170,000	0	-%
Investment Revenue	36,100	134,220	372%
Other Revenues	16,000	0	-%
Total Revenue	10,568,688	1,455,465	14%
Personal Services	4,106,110	438,702	11%
Materials and Services	2,268,268	275,203	12%
Capital Outlay	2,629,941	55,487	2%
Transfers	721,421	99,062	14%
Total Expense	9,725,740	868,454	9%
Fund 310 Water Operating Fund:			
Charges for Services	9,006,000	1,722,095	19%
Fines	19,000	0	-%
Investment Revenue	195,000	52,219	27%
Other Revenues	195,270	2,000	1%
Total Revenue	9,415,270	1,776,314	19%
Personal Services	615,190	65,461	11%
Materials and Services	4,405,491	139,038	3%
Capital Outlay	426,000	26,960	6%
Transfers	3,979,914	117,286	3%
Total Expense	9,426,595	348,746	4%
Fund 320 Sewer Operating Fund:			
Charges for Services	8,147,000	1,336,628	16%
Investment Revenue	196,200	52,468	27%
Other Revenues	18,000	254	1%
Transfers	600,000	0	-%
Total Revenue	8,961,200	1,389,351	16%
Personal Services	365,500	41,977	11%
Materials and Services	3,577,813	298,462	8%
Debt Service	2,960,000	0	-%
Transfers	3,863,718	88,970	2%
Total Expense	10,767,031	429,409	4%
Fund 350 Street Lighting Fund:			
Charges for Services	524,150	88,150	17%
Investment Revenue	12,500	0	-%
Total Revenue	536,650	88,150	16%
Materials and Services	381,320	56,615	15%
Transfers	1,088,820	0	-%
Total Expense	1,470,140	56,615	4%
Fund 370 Storm Water Operating Fund:			
Charges for Services	3,370,000	549,200	16%
Investment Revenue	15,300	0	-%
Transfers	2,500,000	2,500,000	100%
Total Revenue	5,885,300	3,049,200	52%
Personal Services	270,080	30,106	11%
Materials and Services	782,453	44,924	6%
Debt Service	679,200	0	-%
Transfers	2,849,969	86,738	3%
Total Expense	4,581,702	161,768	4%



AUGUST 2020 MONTHLY REPORT

From the Director

It is hard to believe that it's been two months since we opened the building to the public again.

The Summer Reading Program (SRP) ended. Nearly three hundred library users across all ages registered accounts with Beanstack, the SRP online app, while many participants also chose to submit their completed reading and science logs on paper and via email. The reading challenge was especially popular, with over 20,000 reading days logged for the summer.

August is our traditional month for Youth Services staff to review the summer events and plan for fall programs, so youth programs were on a break for the month. For adults, our monthly programs Article Club, Book Club, and English Conversation Group continued. The "Profiles" presentations held by popular instructor Dr. Bill Thierfelder featured biographies of Mary Shelley and Harriet Tubman. History Pub, a program in collaboration with McMenamins, was postponed.

In cooperation with Parks and Recreation and Public Works, Youth Services staff are developing a "story walk" for families to enjoy in Memorial Park. Laminated pages from a children's book are attached to wooden stakes, which are installed along an outdoor path. As you stroll down the trail, you're directed to the next page in the story.

A Red Cross Blood Drive was held on August 21. Sixteen donors registered and provided sixteen units of blood that will serve forty-eight patients in need. With the safety measures in place for blood donation, this drive was able to reach the Red Cross's 100% goal attainment for the drive.

The Chromebooks purchased with the support of the Wilsonville Public Library Foundation are now in circulation and available to the public. So far the response has been positive to this solution for providing computer services to Wilsonville citizens.

Library staff participated in a safety drill to prepare for an emergency triggered by someone's suspicious/threatening behavior. Staff reviewed protocol and evacuation procedures, and tested the emergency response system.

As part of library outreach, Library staff participated in the Heart of the City's "Gear Up for School" event on August 15. Over one hundred bags containing children's books and information about the library were donated for the cause.

-Pat Duke, Library Director

AUGUST 2020 Parks & Rec Monthly Report



From the Director's Desk:

As the “summer like no other summer before”, comes to an end, your Parks and Recreation staff are looking to the future by planning new and unique Fall activities and classes, Holiday season events, and more. Keep an eye on our social media accounts for updates about classes and programs. You can find us on Instagram @wvparcsandrec and on Facebook @WilsonvilleParksandRecreation

GREAT NEWS for youngsters; all City Playgrounds have been given the OK to re-open, per updated guidance from the Oregon Health Authority. It has been far too long since we’ve seen our young park users on the playgrounds, and we are incredibly excited to welcome you back.

More good news from the Parks Crew—the new, relocated, Dog Park at Memorial Park, complete with new shelters, benches, walking paths, restroom, irrigation and turf is scheduled to open by the end of September. It is a beautiful area that we hope you and your pup will enjoy. In addition, the Park at Merry-field has a brand new playground structure, and will soon have a wider improved trail, making it safer and more accessible for our park users.

Our recreation staff offered four, “Chalk the Park” events this month, all at different locations in the City. Every event was quite successful, (even the first one that was held in the rain)! Thank you to all who came out to one of the events and expressed yourself through chalk art!

Our Fitness Specialist, Brad Moore continues to offer additional programs including face to face personal training and weight loss support group.

Last, but certain not least, the Parks and Recreation Department welcomes our new Park Supervisor Dustin Schull. He has only been on the job for a few weeks and has already made a positive impact. Welcome Dustin!

Stay healthy and look out for one another as we learn to live, play, and grow in this “new normal”

Be well, and play safe.

- Mike McCarty



Community Center Updates:

- This month kicked off in person small group personal training sessions at the Grove Shelter in Murase Plaza. Personal Trainer Brad Moore has put in a considerable amount of effort designing sessions utilizing the Grove Shelter and just a small amount of equipment. He has also paid an extreme amount of attention to keeping participants safe with cleaning and disinfecting practices. Each week there are 4 groups of 4 participants each meeting 2 times per week. Additionally, Brad hosts an in person personal training client twice per week, also at the Grove Shelter.
- Residents of Creekside Woods Apartments surprised Community Center staff with a big thank you poster containing hand written notes. The residents were so appreciative of the home delivered meals Catherine and Janice produce, the friendly faces of Sadie and Brittany on a daily basis and the uplifting notes and messages Brenda and Brittany create - one woman said she reads them all each time she walks by and has started bringing a pen and paper with her so she can write one or two down so she can keep them.

Recreation Updates

- **Modified Harvest Festival Planning:** The Recreation team began to plan for a modified Harvest Festival, set to be held in mid October. This event would include virtual activities and contests such as a virtual pumpkin carving contest, virtual crafts like wand making and DIY pumpkin spice lattes, as well as a drive through pumpkin pick-up and 'haunted park'. The team is very excited to get to work on this modified event to provide a safe and positive activity for the community.



August 2020



Chalk the Park Series:

August was host to four "Chalk the Park" events throughout City Parks including, Town Center, Murase Plaza, Courtside and Palermo parks. Each event was free to participants and featured free chalk, a Parks and Rec blanket giveaway and staffed information table. It was a real treat to be able to interact with the public in a safe and creative way. These events helped our department disseminate important information to the public about what was open and closed in the parks, upcoming classes and programs, etc... while providing a family friendly activity. We'd specifically like to thank Councilor Akervall for her support by coming to all four Chalk the Park events!



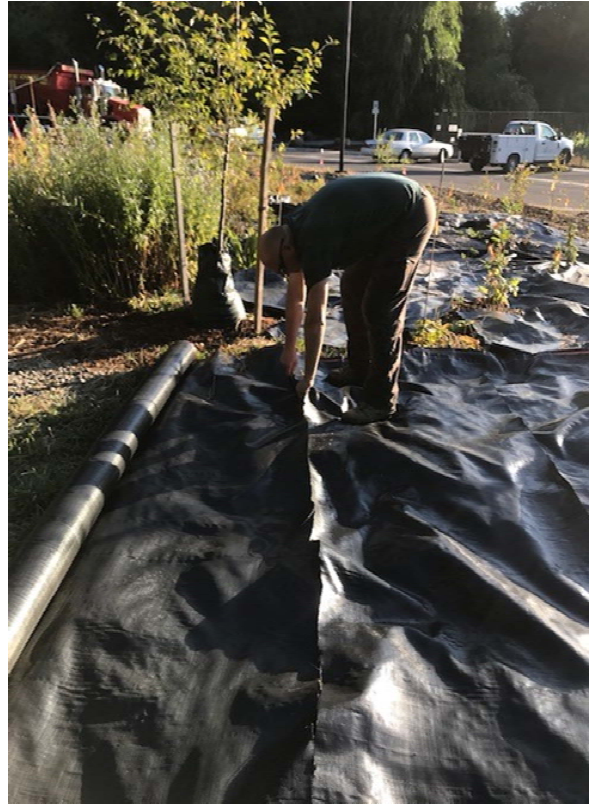
Upcoming Activities & Classes:

- Soccer Shots Camps begin Saturday, 9/12
- Skyhawk's Fall Sports Camps begin Tuesday, 9/15
- Harvest Festival 10/14—10/29
- Virtual Watercolors begin Tuesday, 11/3



Parks Maintenance Updates:

- Installed ground cloth at pollinator garden
- New mulch and landscaping at pollinator garden



Parks Maintenance Updates:

- Continued improvements at new dog park
- Installed benches at new dog park
- Oversaw installation of bathroom
- Poured paved walking paths at pollinator garden
- Oversaw installation of new shelters



Parks Maintenance Updates:

- New playground equipment at Park at Merryfield



* Please note that while the pictures in this report show playgrounds closed and fenced off, we have since (as of 9/5) reopened city playgrounds per Oregon Health Authority guidance

Check us Out on Social Media!



Wilsonville Parks and Rec.



@wvparksandrec

MONTHLY NEWS

City of Wilsonville Police

VOLUME 3 | ISSUE 8 | PUBLISHED SEPTEMBER 9, 2020 | **August 2020**

During mid-August, Wilsonville Police responded to a burglary. Subjects had broken into a Charbonneau residence and stolen numerous firearms and ammunition. At the time of the report, there were several persons of interest.

Within two weeks, an officer on patrol, familiar with the case, responded to an unrelated theft. He recognized the suspect in that theft as a person potentially related to the Charbonneau burglary. Detectives responded and the suspect provided limited information about the location of the stolen firearms.

A second officer on patrol that day, in an unrelated event, ended up having contact with another person of interest in the burglary. This person provided more specific information regarding the whereabouts of the stolen firearms. Equipped with the information garnered, detectives responded to a location in Tualatin and recovered all but two of the missing firearms. The recovered property is being processed and two suspects connected to the burglary have been arrested.

An investigation into the matter is ongoing. Anyone with information is encouraged to contact our tip line— case # 20-016986.



It's always a good feeling when we're able to recover stolen property, especially when it's as precious as these four bloodhounds. Early in August, unidentified subjects burglarized Critter Cabana in the middle of the night by breaking glass in the front door and entering. The burglars stole these pups, who were later listed for sale online. Luckily, we were able to recover and return them to the business.

Our investigation into the matter is open. Anyone with information is encouraged to contact our tip line— case # 20-016846.

Pictured here are Staff from Critter Cabana, the puppies, and Wilsonville Police Officers, deputies Justin Smith and Michael Thran.



TIP LINE: 503-723-4949

WILSONVILLE MONTHLY ACTIVITY REPORT August 2020

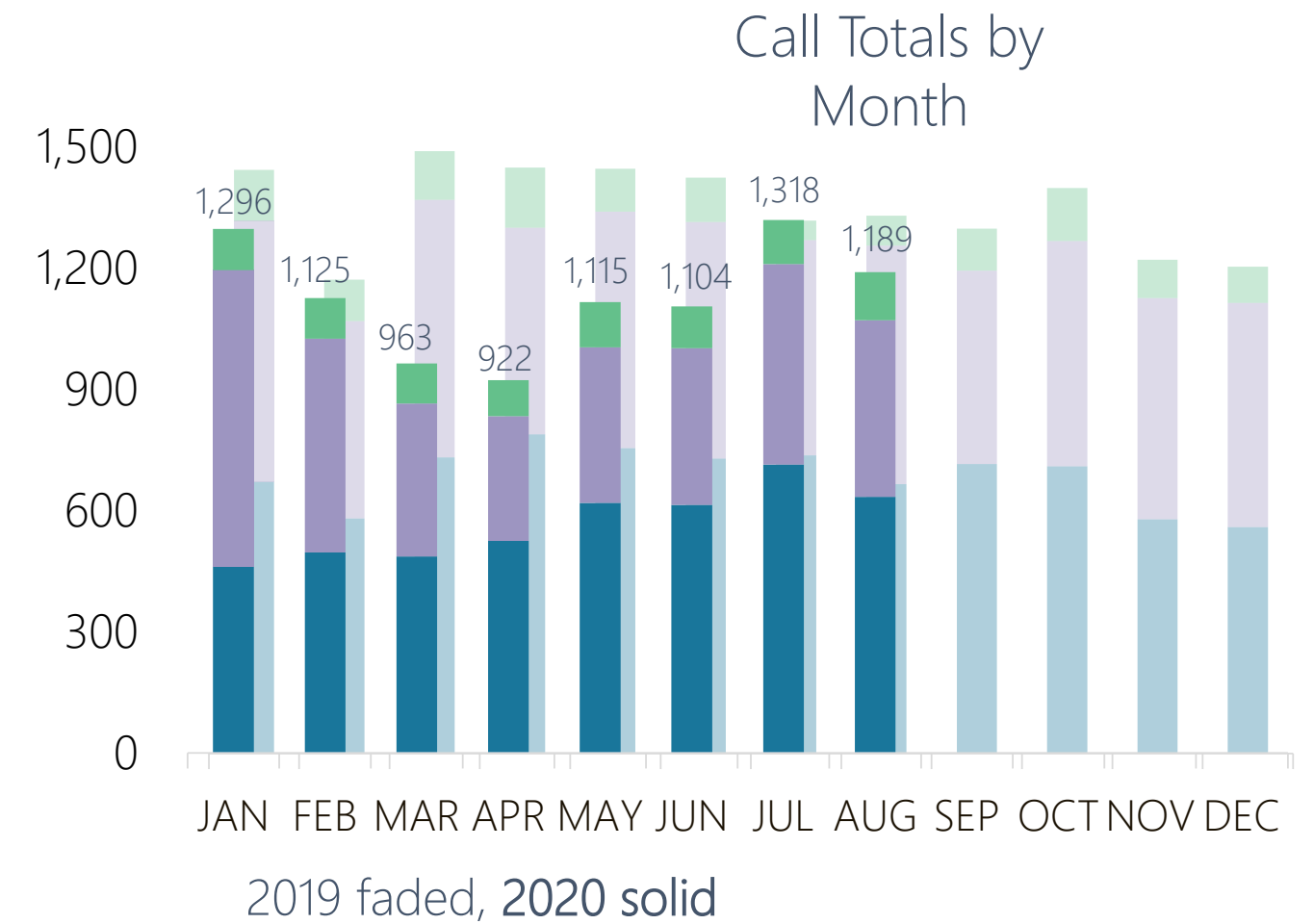
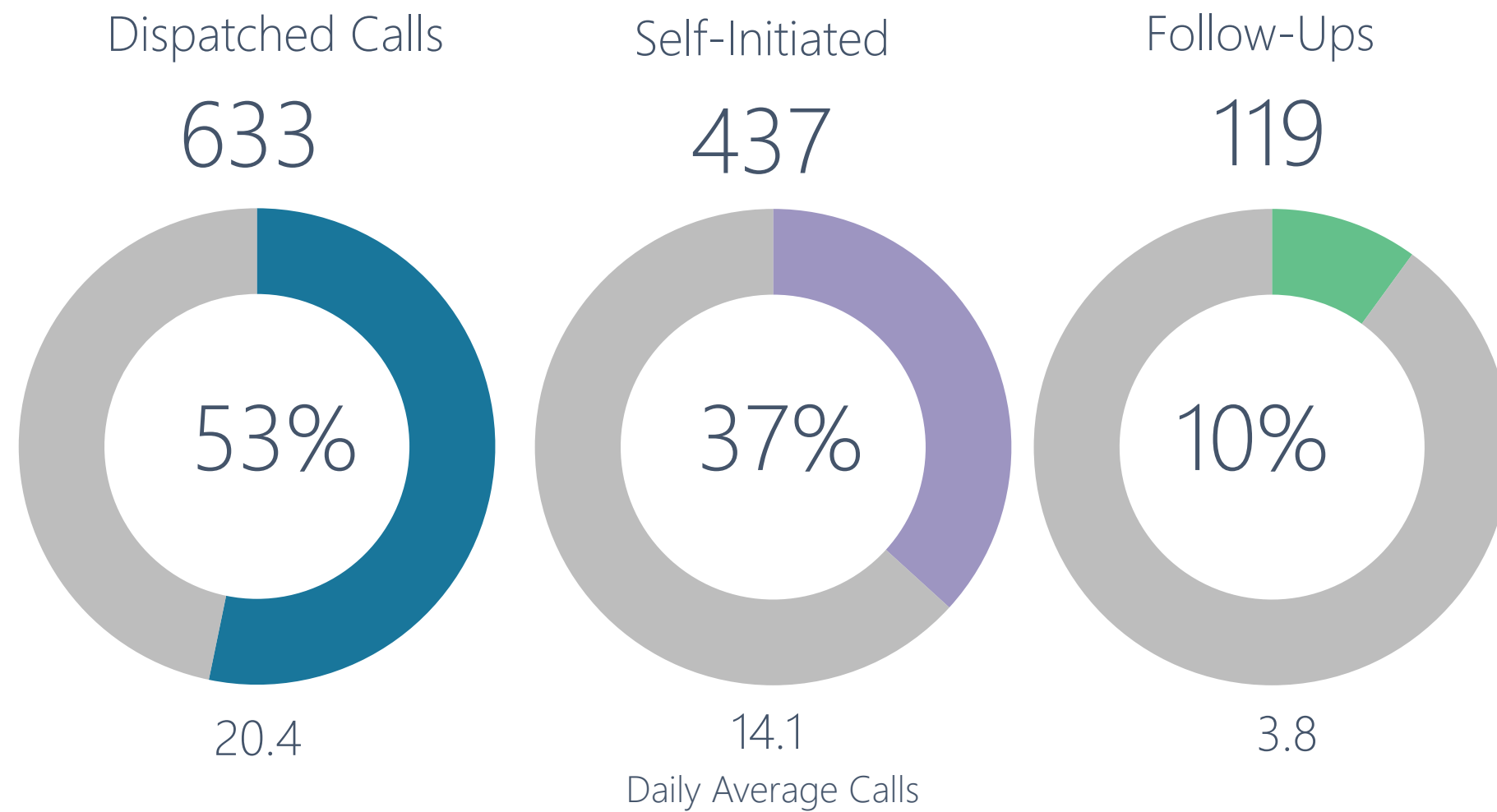


CITY OF WILSONVILLE POLICE DEPARTMENT
30000 SW Town Center Loop
Wilsonville, OR 97070

In Partnership with

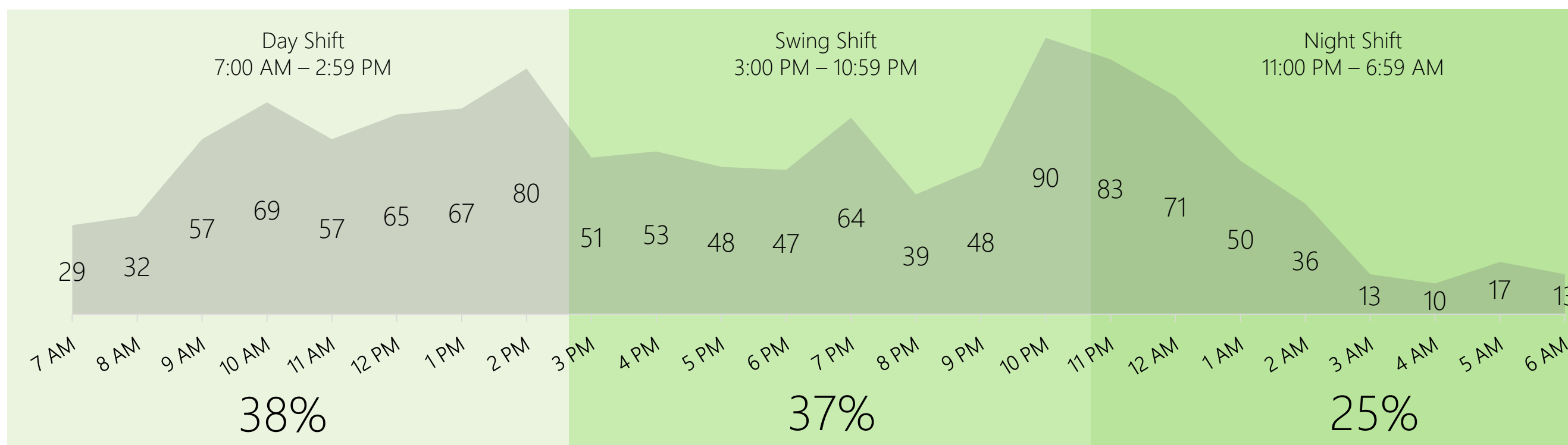
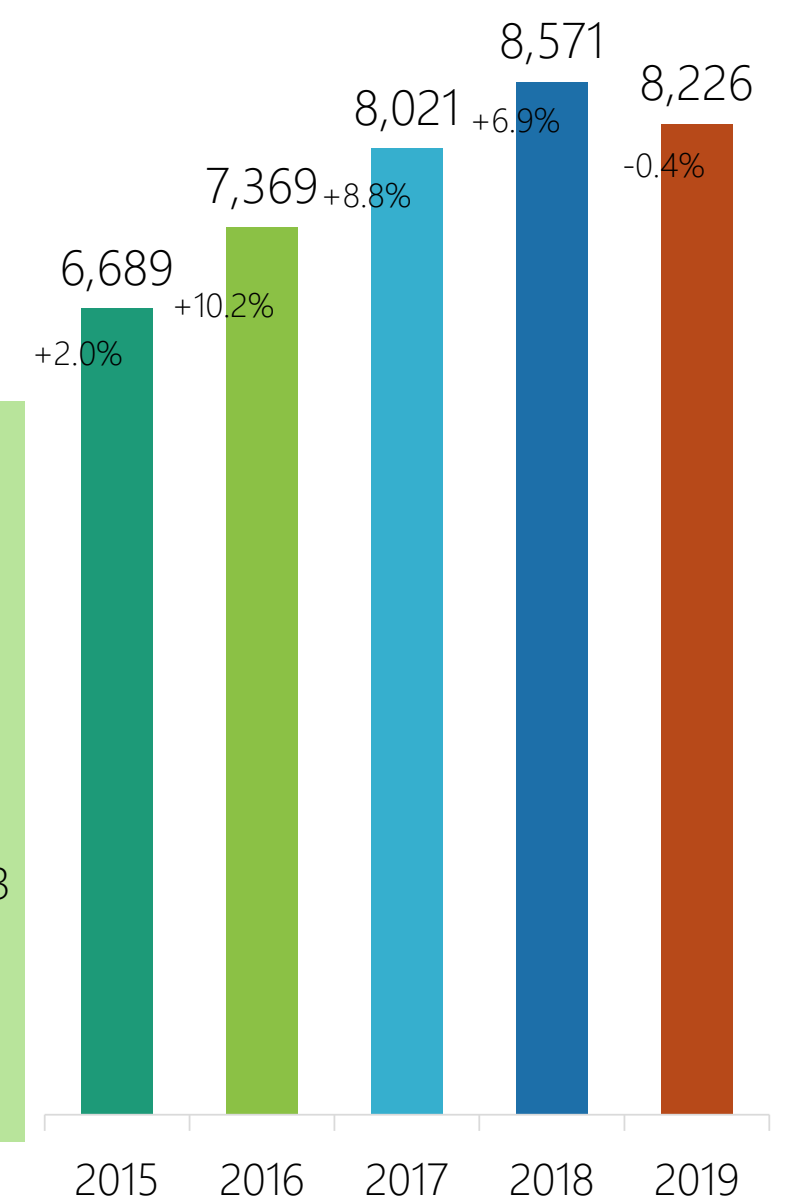


**Clackamas County
Sheriff's Office**



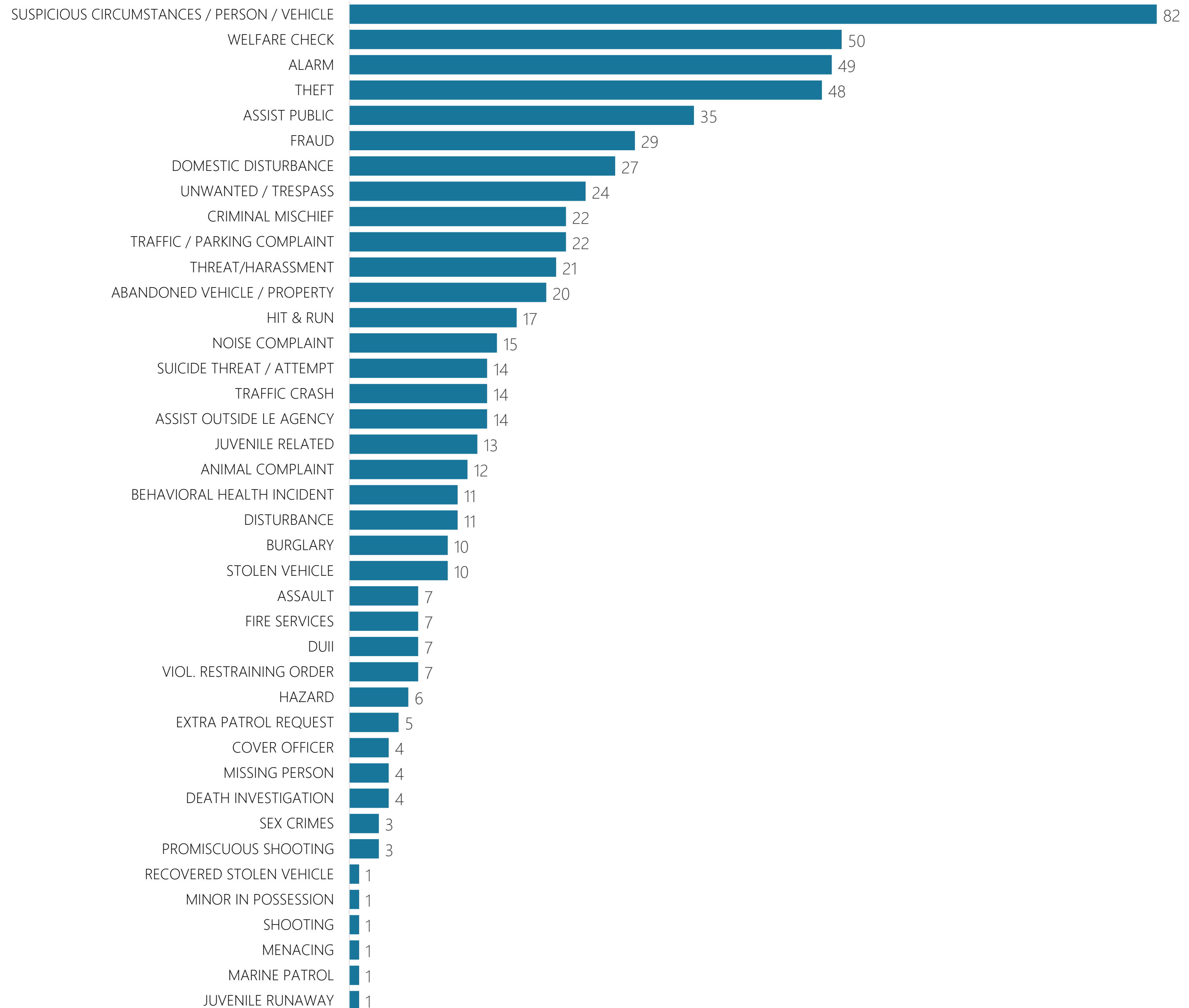
A Historical Look at Total Calls by Year

Median Hold & Response Times for Dispatched Calls		
Duration Type	All Calls	Priority 1 & 2 Calls
Hold Duration (Input to Dispatch)	1:07	:55
Response Duration (Dispatch to Arrival)	3:48	4:12

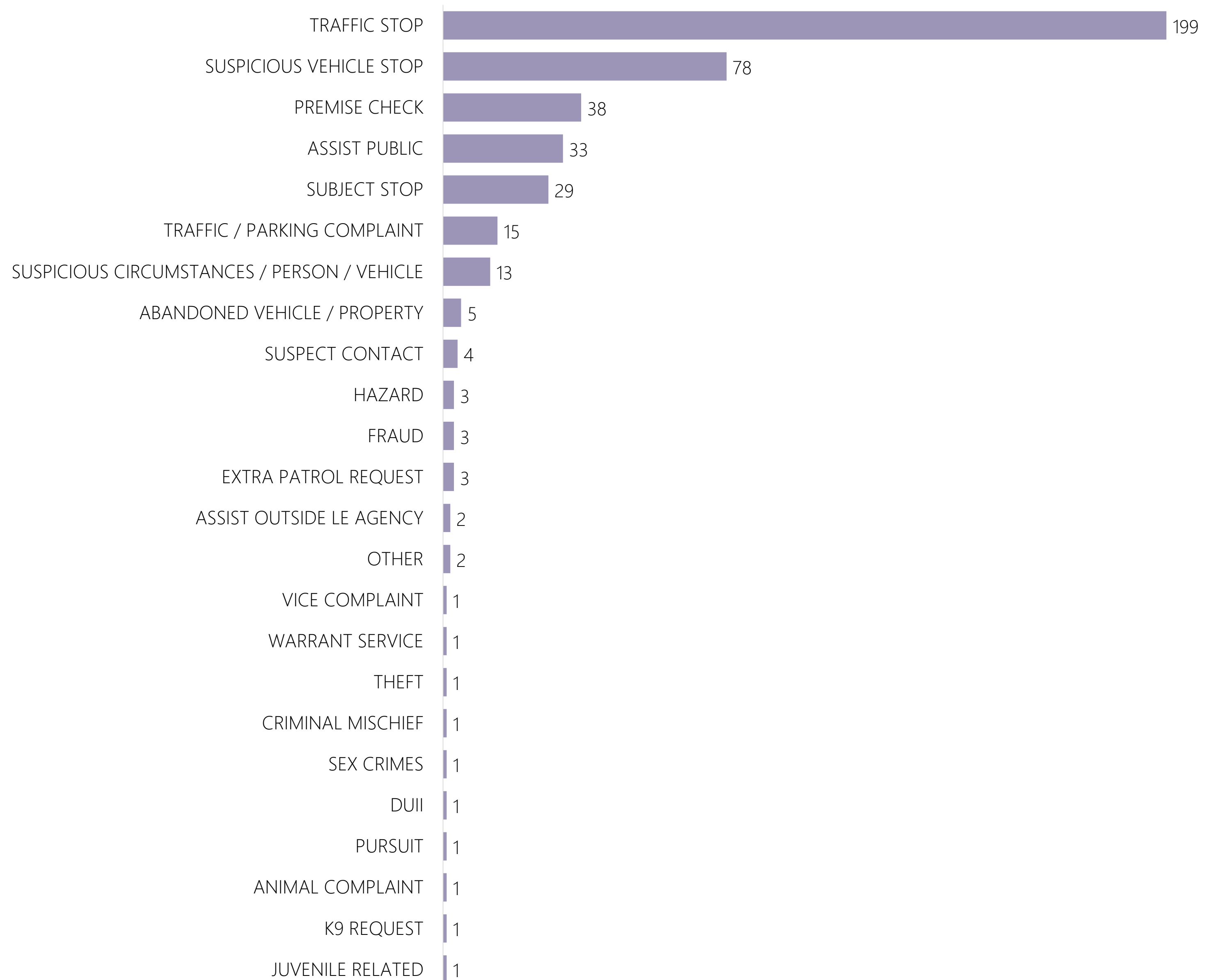


Dispatched Calls for Service Breakdown by Hour of Day & Shift Time Groupings
(not actual breakdown of Wilsonville PD shift schedules)

Dispatched Call Types


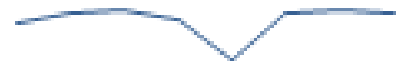

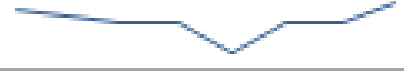















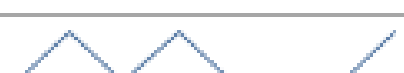
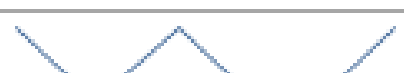





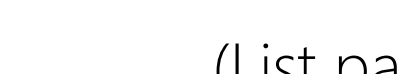


Self-Initiated Call Types



LE Calls for Service in the City of Wilsonville – Call Type Breakdown Tables (Dispatched)

August 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	17	11	18	14	20					
ALARM	38	48	52	40	0	47	53	49					
ANIMAL COMPLAINT	3	4	4	3	0	12	18	12					
ASSAULT	6	5	4	4	0	4	4	7					
ASSIST OUTSIDE LE AGENCY	8	3	18	3	0	6	8	14					
ASSIST PUBLIC	24	32	36	28	9	43	62	35					
BEHAVIORAL HEALTH INCIDENT	7	24	18	8	0	16	25	11					
BURGLARY	8	7	7	1	0	5	3	10					
COVER OFFICER	6	1	0	0	1	1	4	4					
CRIMINAL MISCHIEF	7	7	5	10	16	21	13	22					
DEATH INVESTIGATION	0	4	1	0	3	4	2	4					
DUII	6	10	3	3	5	1	4	7					
EXTRA PATROL REQUEST	2	1	0	1	0	0	0	5					
FIRE SERVICES	6	7	8	3	0	7	5	7					
FRAUD	16	19	16	21	19	18	29	29					
HAZARD	3	7	3	6	4	4	7	6					
HIT & RUN	8	11	10	13	12	9	15	17					
JUVENILE RELATED	18	17	15	13	12	16	12	13					
JUVENILE RUNAWAY	0	0	8	4	3	8	10	1					
LITTERING	1	3	0	0	1	1	3	0					
MARINE PATROL	0	1	0	1	0	0	0	1					
MENACING	1	0	0	1	0	0	0	1					
MINOR IN POSSESSION	6	2	4	1	1	1	1	1					
MISSING PERSON	5	5	6	5	5	6	1	4					
NOISE COMPLAINT	10	9	17	16	20	21	16	15					
OTHER	0	2	1	5	2	2	4	0					
OVERDOSE	1	0	0	0	0	2	1	0					

(List part 1 of 2)

LE Calls for Service in the City of Wilsonville – Call Type Breakdown Tables (Dispatched)






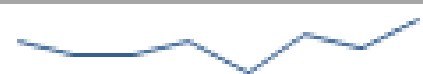



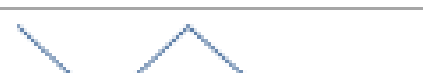









August 2020

DISPATCHED CALL TYPE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 Monthly Trend Line
PREMISE CHECK	1	1	0	4	1	0	0	0					
PROMISCUOUS SHOOTING	1	0	2	3	1	0	0	3					
PROWLER	0	1	2	0	1	1	1	0					
PURSUIT	0	0	0	1	0	0	0	0					
RECOVERED STOLEN VEHICLE	1	1	2	2	5	3	2	1					
SEX CRIMES	4	0	2	3	1	0	4	3					
SHOOTING	0	0	0	0	0	0	0	1					
STOLEN VEHICLE	1	8	9	9	17	8	11	10					
SUBJECT STOP	0	0	0	0	1	0	0	0					
SUICIDE THREAT / ATTEMPT	3	16	8	14	8	10	11	14					
SUSPECT CONTACT	1	0	0	3	4	3	1	0					
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	71	69	55	57	95	87	107	82					
SUSPICIOUS VEHICLE STOP	2	0	0	0	0	0	0	0					
THEFT	47	40	36	75	66	51	64	48					
THREAT/HARASSMENT	15	19	20	29	22	33	23	21					
TRAFFIC / PARKING COMPLAINT	13	11	9	25	19	18	26	22					
TRAFFIC CRASH	11	13	11	6	8	13	15	14					
TRAFFIC STOP	1	0	0	0	0	0	1	0					
UNWANTED / TRESPASS	19	17	13	20	22	23	27	24					
VICE COMPLAINT	3	7	4	1	2	7	4	0					
VIOL. RESTRAINING ORDER	1	1	1	5	6	2	6	7					
WARRANT SERVICE	2	1	1	0	2	0	1	0					
WELFARE CHECK	32	26	24	28	40	40	58	50					
DISTURBANCE	11	7	8	11	7	6	13	11					
DOMESTIC DISTURBANCE	16	19	32	21	31	36	23	27					
ROBBERY	0	0	0	0	1	1	1	0					
Grand Total	460	496	486	524	484	615	713	633					

(List part 2 of 2)

LE Calls for Service in the City of Wilsonville – Call Type Breakdown Tables (Self-Initiated)



















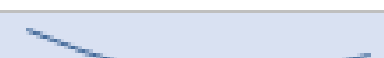

August 2020

SELF-INITIATED CALL TYPE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 Monthly Trend Line
ABANDONED VEHICLE / PROPERTY	1	8	5	7	1	1	4	5					
ALARM	1	0	0	0	0	0	0	0					
ANIMAL COMPLAINT	0	1	0	2	0	0	1	1					
ASSAULT	1	0	0	0	0	0	0	0					
ASSIST OUTSIDE LE AGENCY	7	1	2	3	0	4	3	2					
ASSIST PUBLIC	22	17	16	22	8	26	19	33					
CRIMINAL MISCHIEF	6	2	0	0	1	0	1	1					
DUII	0	0	1	0	0	0	0	1					
EXTRA PATROL REQUEST	15	9	0	3	4	2	3	3					
FIRE SERVICES	1	0	0	1	0	0	0	0					
FRAUD	2	2	1	0	0	2	2	3					
HAZARD	2	0	3	1	0	1	3	3					
HIT & RUN	0	1	2	1	0	0	0	0					
JUVENILE RELATED	1	1	2	0	0	0	0	1					
MINOR IN POSSESSION	3	2	0	0	0	0	0	0					
NOISE COMPLAINT	0	0	0	0	0	0	1	0					
OTHER	1	0	4	5	2	5	1	2					
PREMISE CHECK	99	57	83	88	55	99	98	38					
PURSUIT	1	1	0	1	0	0	0	1					

(List part 1 of 2)

LE Calls for Service in the City of Wilsonville – Call Type Breakdown Tables (Self-Initiated)






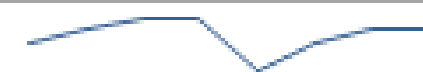
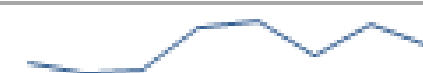












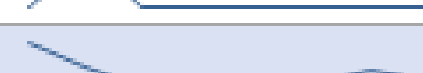
August 2020

SELF-INITIATED CALL TYPE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 Monthly Trend Line
RECOVERED STOLEN VEHICLE	1	1	1	4	2	0	1						
SEX CRIMES	0	0	3	0	0	1	0						
STOLEN VEHICLE	0	0	0	0	1	1	0						
SUBJECT STOP	30	19	12	19	22	34	28						
SUICIDE THREAT / ATTEMPT	0	0	0	0	1	0	0						
SUSPECT CONTACT	3	4	5	5	1	3	4						
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	8	4	5	18	21	10	19						
SUSPICIOUS VEHICLE STOP	84	62	52	60	51	58	103						
THEFT	5	2	1	2	2	3	2						
THREAT/HARASSMENT	1	0	2	1	0	0	0						
TRAFFIC / PARKING COMPLAINT	24	17	10	8	11	9	10						
TRAFFIC CRASH	4	3	1	1	1	1	2						
TRAFFIC STOP	402	308	161	53	183	122	188						
UNWANTED / TRESPASS	0	1	0	2	1	1	0						
VICE COMPLAINT	0	0	0	1	0	0	0						
WARRANT SERVICE	9	2	3	1	0	3	1						
WELFARE CHECK	1	2	2	0	1	3	1						
K9 REQUEST	0	0	1	0	1	0	1						
DISTURBANCE	0	1	0	0	0	0	0						
Grand Total	735	528	378	309	370	389	496						

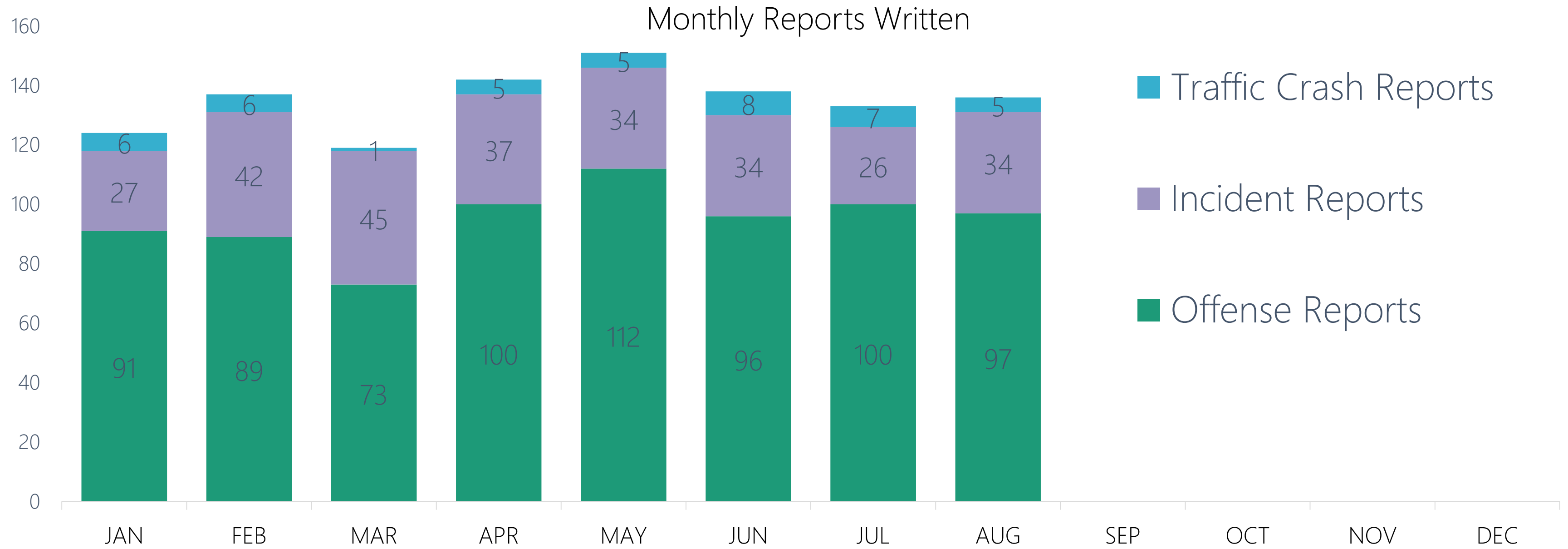
(List part 2 of 2)

LE Calls for Service in the City of Wilsonville – Call Type Breakdown Tables (Self-Initiated)

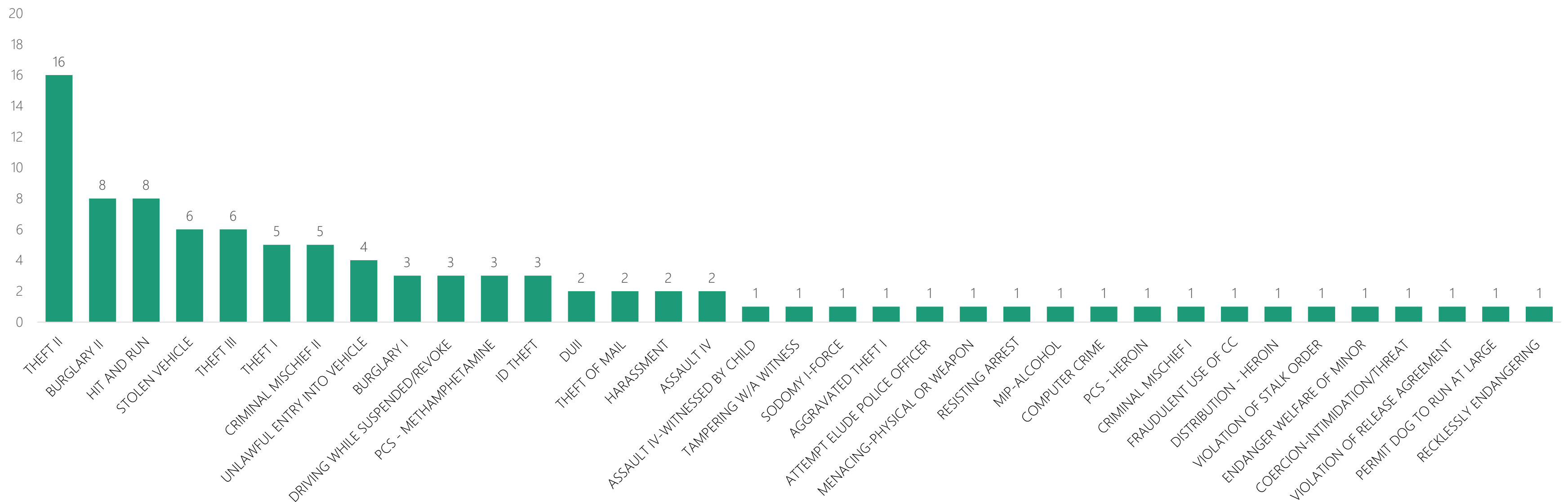
August 2020

SELF-INITIATED CALL TYPE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 Monthly Trend Line
RECOVERED STOLEN VEHICLE	1	1	1	4	2	0	1	0					
SEX CRIMES	0	0	3	0	0	1	0	1					
STOLEN VEHICLE	0	0	0	0	1	1	0	0					
SUBJECT STOP	30	19	12	19	22	34	28	29					
SUICIDE THREAT / ATTEMPT	0	0	0	0	1	0	0	0					
SUSPECT CONTACT	3	4	5	5	1	3	4	4					
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	8	4	5	18	21	10	19	13					
SUSPICIOUS VEHICLE STOP	84	62	52	60	51	58	103	78					
THEFT	5	2	1	2	2	3	2	1					
THREAT/HARASSMENT	1	0	2	1	0	0	0	0					
TRAFFIC / PARKING COMPLAINT	24	17	10	8	11	9	10	15					
TRAFFIC CRASH	4	3	1	1	1	1	2	0					
TRAFFIC STOP	402	308	161	53	183	122	188	199					
UNWANTED / TRESPASS	0	1	0	2	1	1	0	0					
VICE COMPLAINT	0	0	0	1	0	0	0	1					
WARRANT SERVICE	9	2	3	1	0	3	1	1					
WELFARE CHECK	1	2	2	0	1	3	1	0					
K9 REQUEST	0	0	1	0	1	0	1	1					
DISTURBANCE	0	1	0	0	0	0	0	0					
Grand Total	735	528	378	309	370	389	496	437					

(List part 2 of 2)

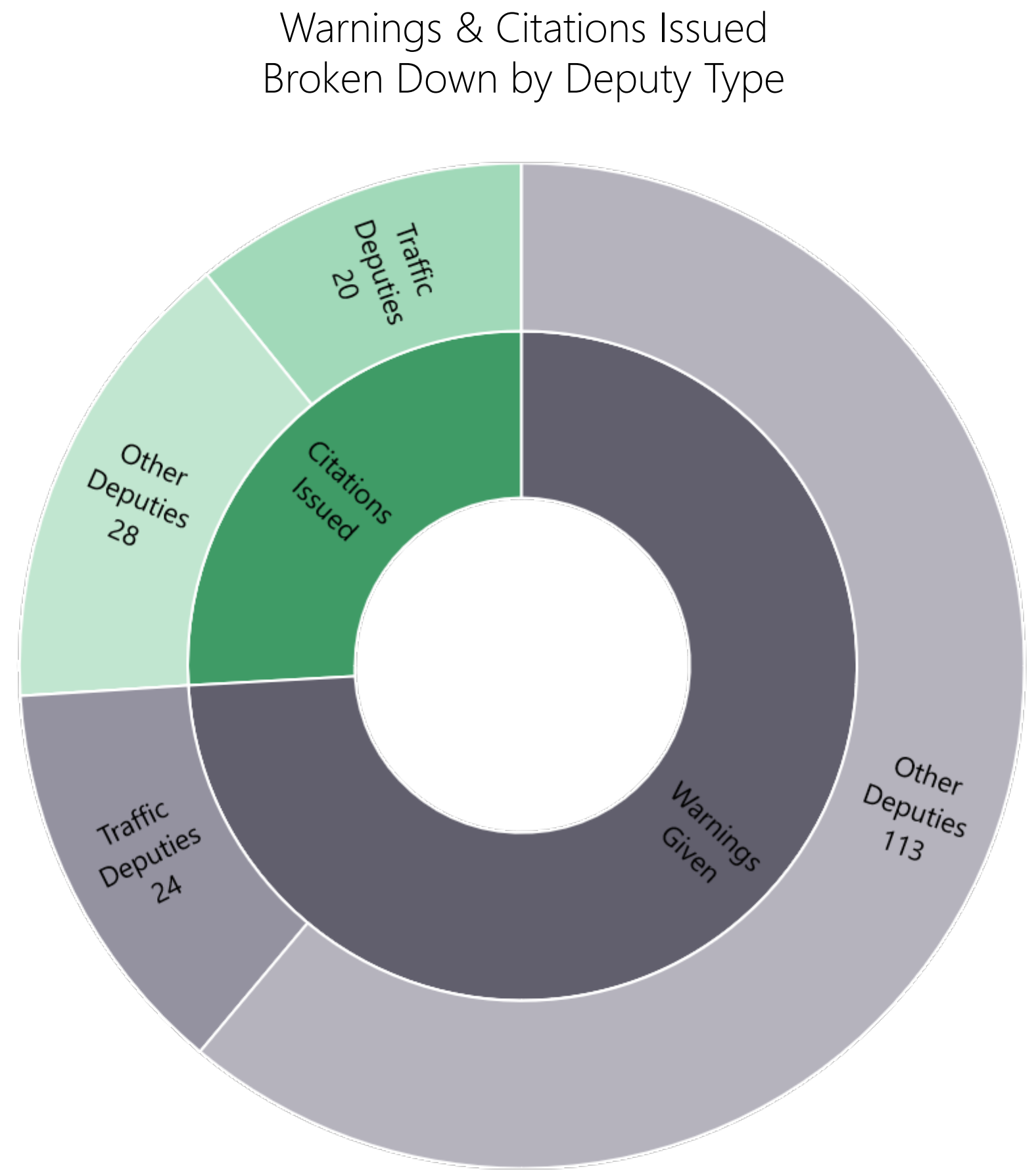
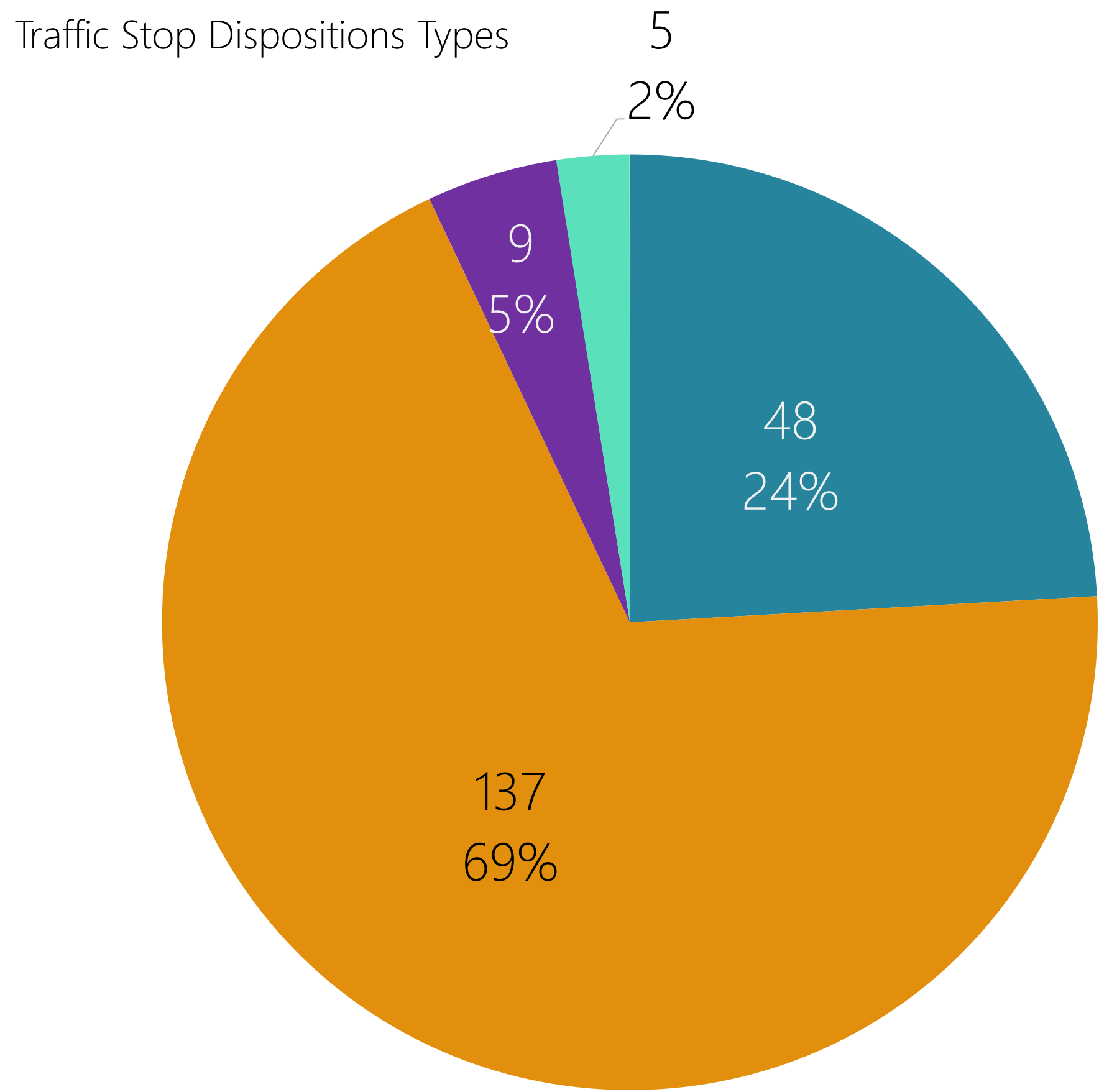


Offense Reports Written Breakdown by Top Charge



Traffic Stop Dispositions

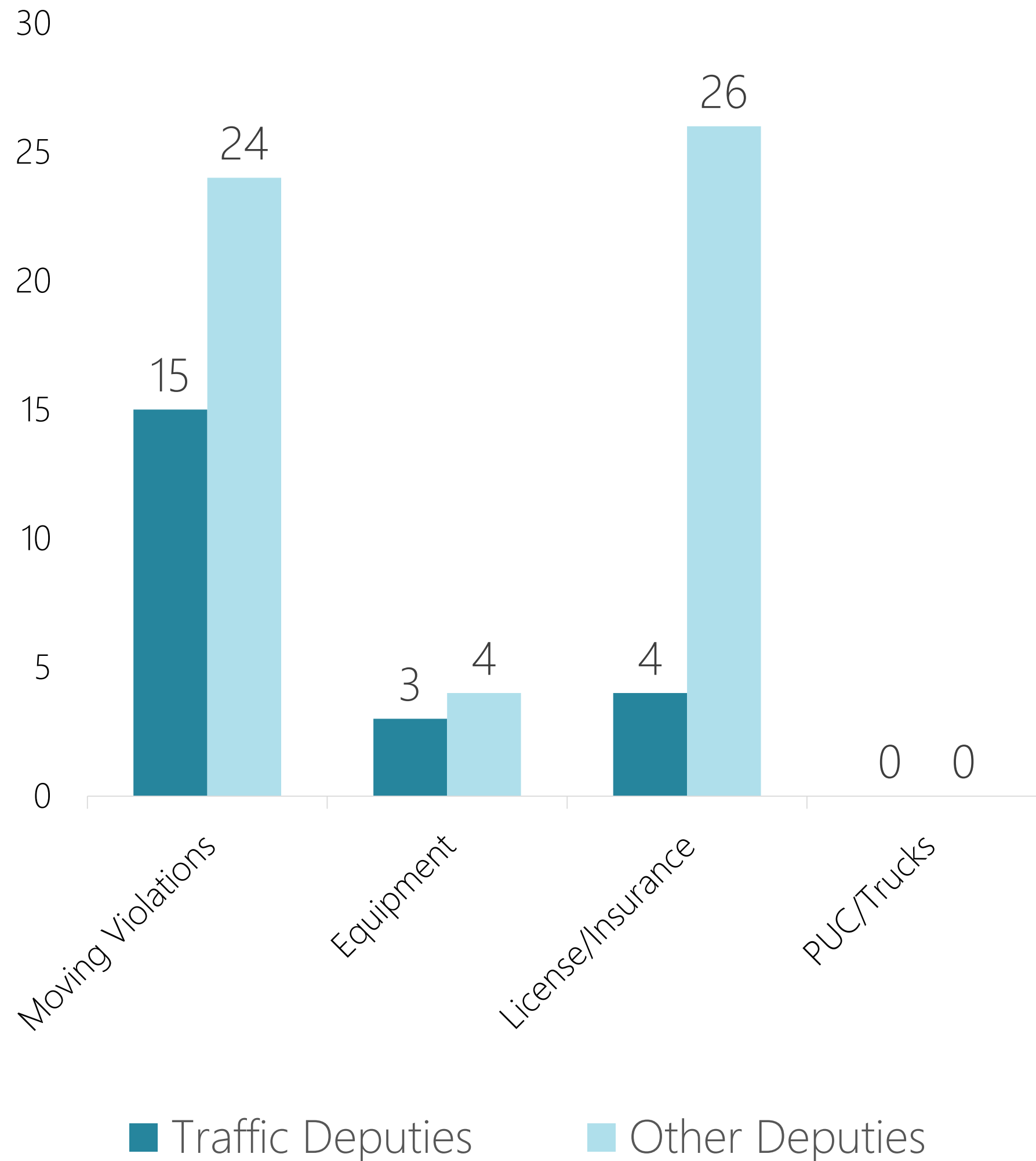
In August 2020, **199** traffic stops were made within the city limits, resulting in **48** citations issued, **137** warnings given, and **9** offense/incident reports created. Of the **48** citations issued, **76** charges were included (see next slide).



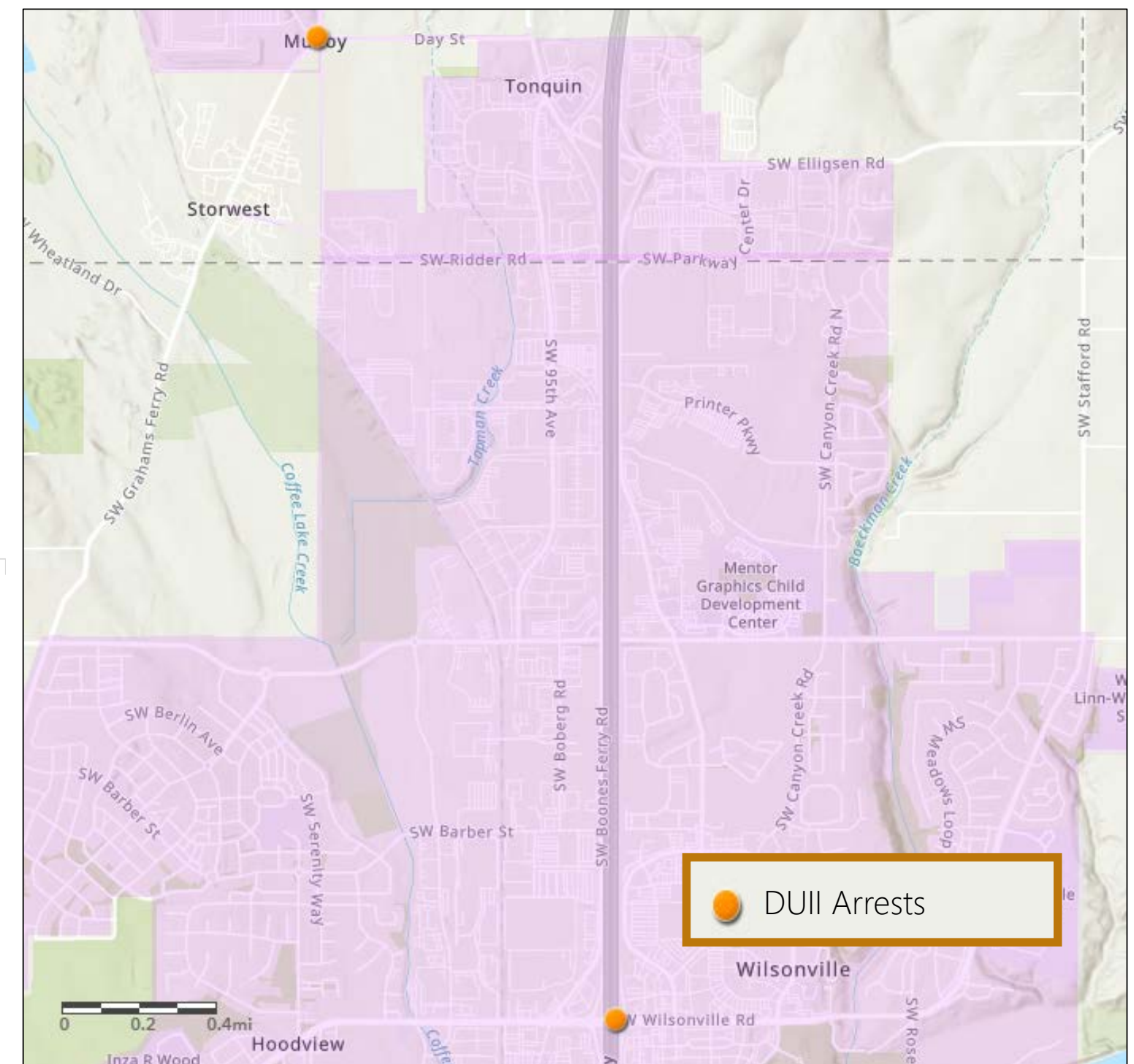
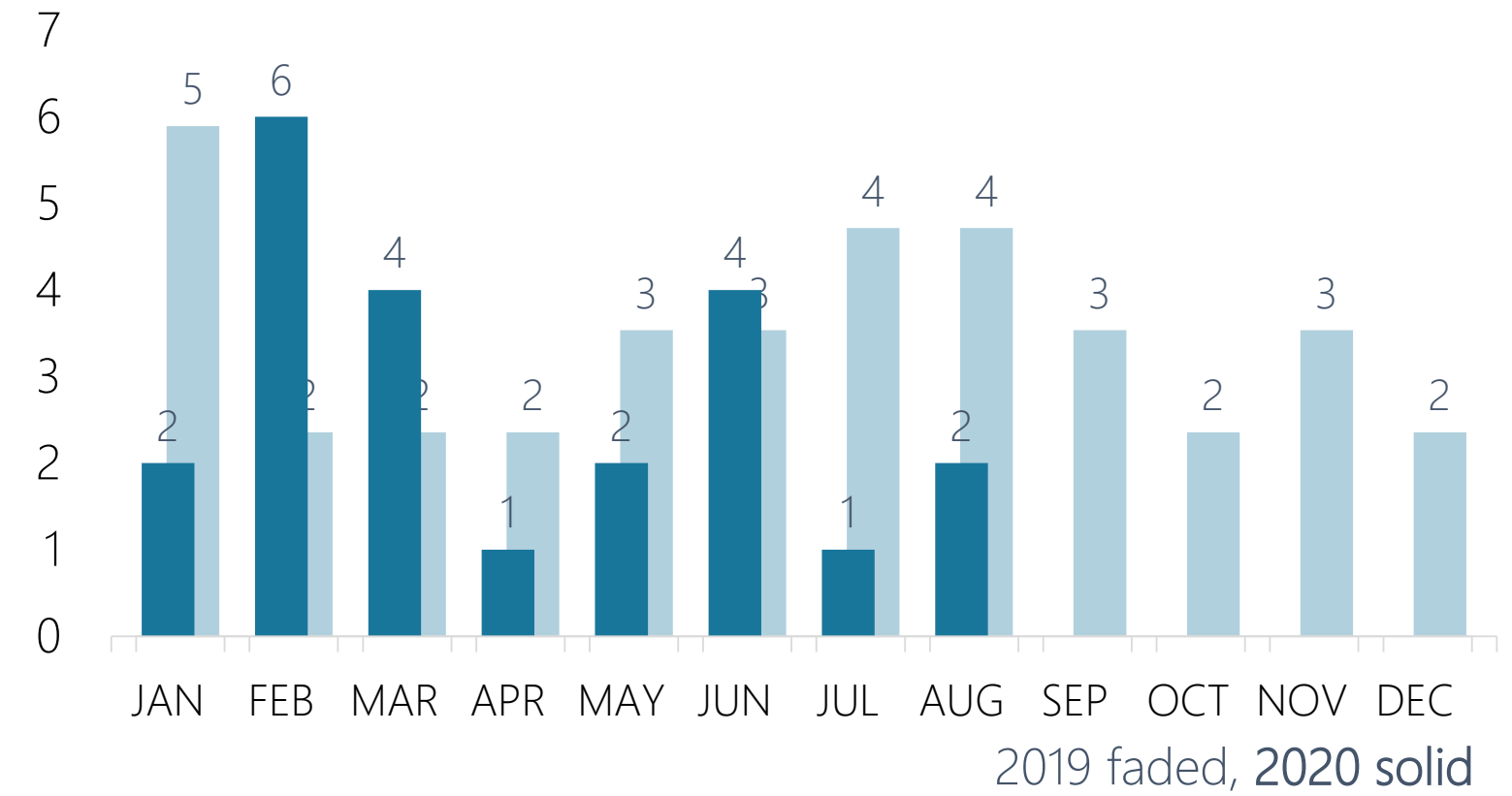
■ Citations Issued ■ Warnings Given ■ Reports Written ■ Other

Citation Types Issued:

Of the **48** citations issued, **76** charges were included in the following types:



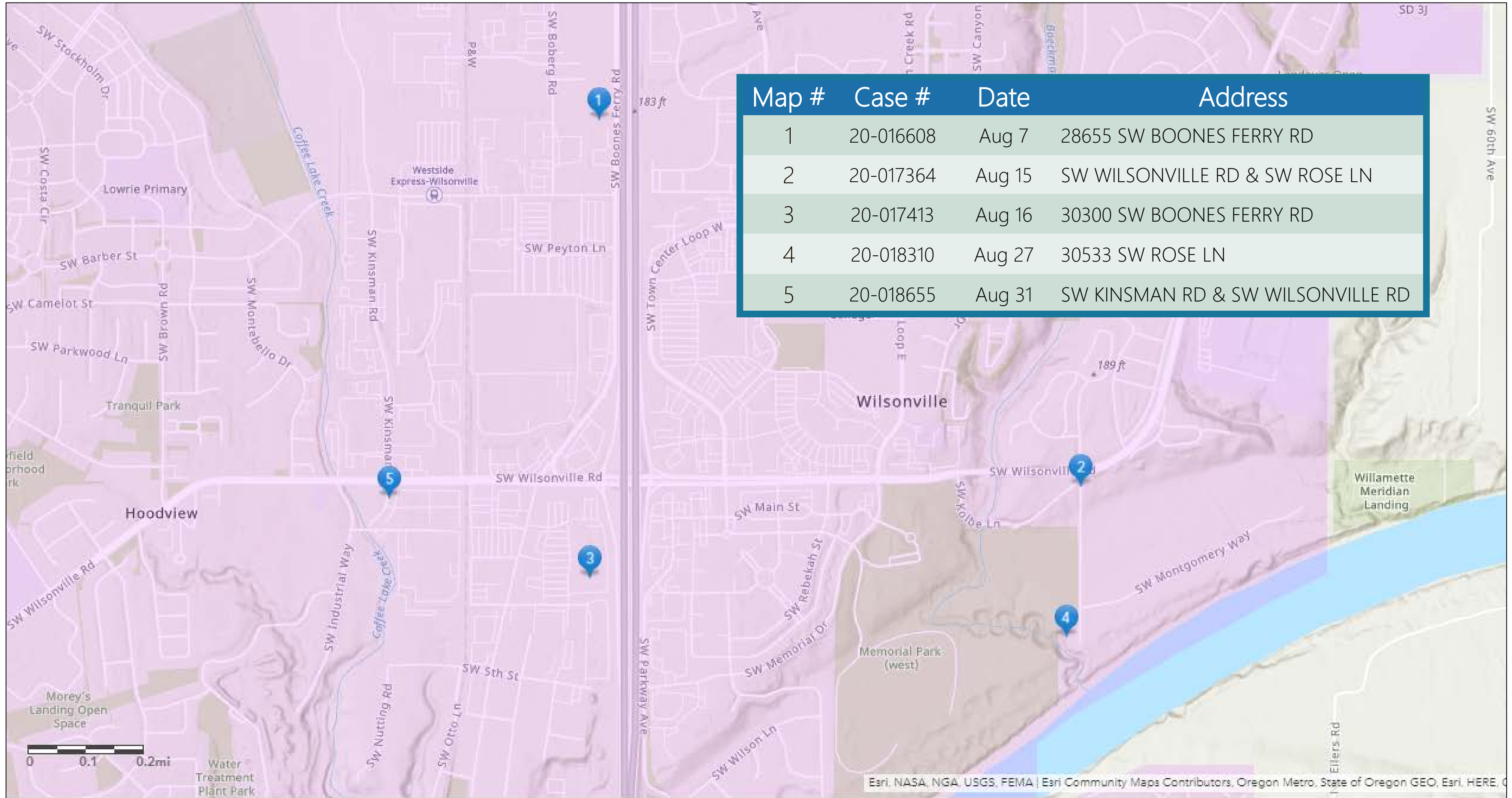
DUII Arrests:



Traffic Enforcement in the City of Wilsonville

August 2020

Map of Traffic Crash Reports





AUGUST 2020 MONTHLY REPORT

From The Director's Office:

Aeration Basin Reboot

In 2014, Wilsonville's wastewater treatment plant (WWTP) upgrade project included the addition of a third aeration basin and modifications to the existing two aeration basins. Alterations included increasing the size of the anoxic zones from 10% of the total volume of each basin to 40% of the total volume. The net result of adding a third basin while increasing the anoxic areas of the original two basins was zero net gain in reactor space.

Unfortunately, since the upgrades were completed, operational problems have been observed in the anoxic zones of the aeration basins. Collection of non-organic materials in the tanks and around the equipment (aka ragging) has caused the majority of mixers in the anoxic areas to fail, leaving these zones with little or no mixing.

The lack of mixing and the large volume of these anoxic zones have caused fermentative conditions to exist and filamentous organisms to reduce the settling rate of the sludge blankets in the secondary clarifier. As a result, during high flow events the secondary clarifiers lose their sludge blankets resulting in plant National Pollutant Discharge Elimination System (NPDES) permit violations.

To address these operation problems, Jacobs, who operates and maintains the WWTP on behalf of the City, designed and is constructing modifications in the anaerobic zones of the three aeration basins.

Improvements include increasing the aerobic area by relocating the baffle wall. Adding a pipe to transfer liquid sludge from the aerobic zone back to the anoxic zone. Installation of large bubble piping to blend the liquid in the anoxic areas.

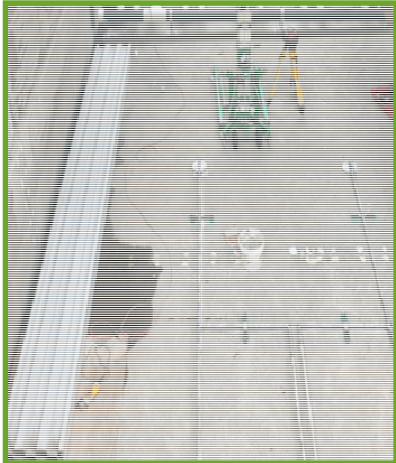
Per the contract agreement, Jacobs is paying for the improvements estimated at \$1.25 million. The project should be complete in October 2020.



View inside of aeration basin looking from south to north—baffle wall at the far end separates the anaerobic zone (far) from the aerobic zone (near). Brown pipe on left side of basin recirculates activated sludge back to the anoxic area

Best Regards, Delora Kerber, PE, Public Works Director

**From The Director's Office,
continued:**



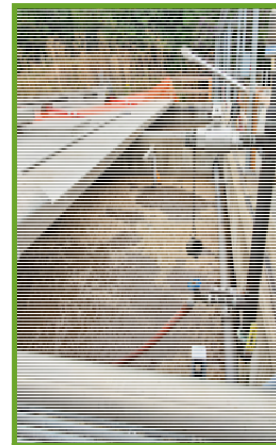
Large bubble mixer pipes to blend the liquid in the anoxic zone



Crane removing cover panels over aeration basins



Relocated baffle wall to expand basin aerobic zone



Activated sludge in aeration basin



Testing new air diffusers which add oxygen to the activated sludge

Utilities—Wastewater Collections

Getting an early start



Early Morning Cleaning—Town Center Loop

This month, the wastewater crew focused cleaning efforts on the Town Center Loop area, including nearby City Hall, Public Works and the Wilsonville Town Center shops. Many of the access points for these sewer mains are in parking lots with a high volume of vehicle and pedestrian traffic. In order to minimize disruption, the crew started a few hours earlier than their normal shift. An early start gave them the opportunity to complete necessary cleaning before normal business hours.

Utilities—Wastewater Collections

The Great Toilet Paper Shortage of 2020

The wastewater collections crew kept a close eye on the pipes in anticipation of discarded wipes, rags and t-shirts following the shortage of a very essential product: toilet paper. Our crew logged record numbers for feet of pipe cleaned while ensuring that everything was flowing under foot. Regular maintenance kept the lines clear with only minor blockages from flushed cloth rags.

The crew recovered several treasures that traveled unknown distances through the system. Found items included keys, toys, phones, loose change, jewelry and even live ammunition. The most exceptional item—an engagement ring and wedding band. After a thorough cleaning, a stamp was found on the inside of the band identifying the jeweler. With the help of a reporter from the Oregonian newspaper and some online research, we learned the engagement ring originally retailed for over \$10,000. The owner has yet to be located and we can only speculate how it ended up in the sewer.



Objects found during sewer maintenance

Utilities—Water

Going remote

The water crew installed 23 Advanced Metering Infrastructure (AMI) radios and 3 Ally water meters as part of the PGE/Sensus AMI water meter and Streetlight Pilot Project. The AMI radios enable the City to obtain water meter data instantly through an online portal. Installation is a relatively simple process— attach the existing touch read cord from the water meter into the new AMI radio unit, and then program the unit through a mobile device.



AMI radio installation

The Ally water meters, which have an auto shut-off capability, require a full replacement of the water meter. These will allow our Utility Billing Department to remotely turn water services on or off. In the next phase of the project, we will monitor data received from the radios and possibly test more locations within the City to determine if there is sufficient coverage.

If this technology were to be implemented City wide it would increase consumer knowledge with an available online portal to see their consumption data and trends. It could also be used to determine when homeowners have a potential water leak. The radio data would also allow our Utility Billing Department to have instantaneous water consumption data in order to perform billing and address customer concerns. The need for crews to physically visit meters in order to fulfill utility billing work order requests would be greatly reduced.

Facilities

Curb appeal

Taking advantage of the dry season, the Facilities crew made much needed curb repairs to the Community Center parking lot. They were installed in the late eighties and showing significant signs of wear. A few sections were broken into chunks, presenting a driving and pedestrian trip hazards. Crews removed all of the broken pieces, set up form board, installed rebar reinforcement, hand mixed and poured the new curbing.



Daniel Morena and Mike Pierce tackle curb repair



Two-toned privacy screen

An Attractive Disguise

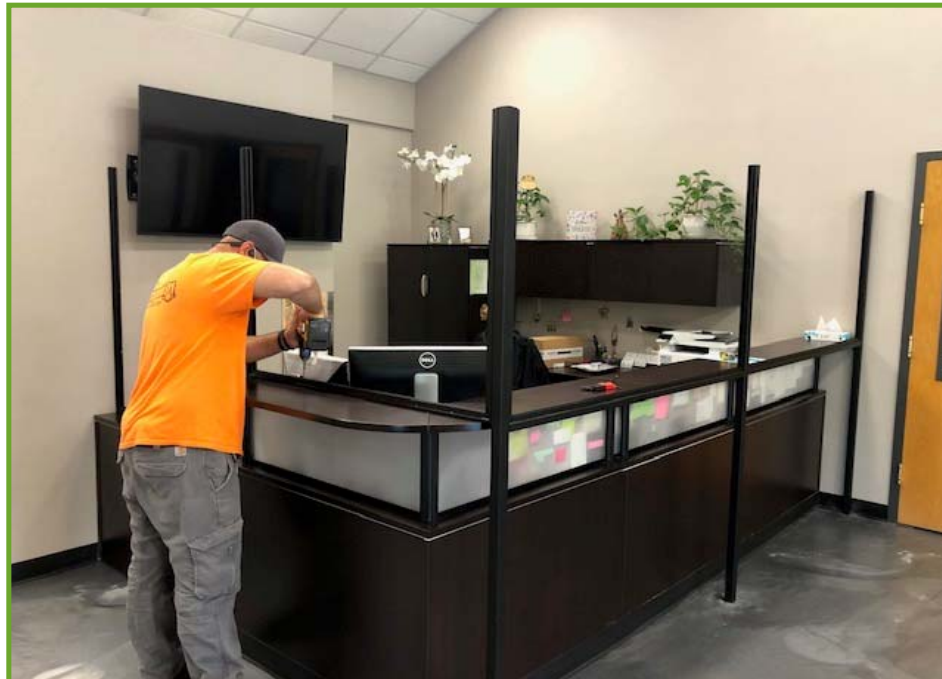
The dry weather allowed the crew to apply additional coats of stain to the new Library privacy screens. The screen shields the transformer and electrical cabinets that power the electric car charging stations.

Facility Maintenance Specialist Daniel Morena, decided to stain the center screen a different color than the other two in order to add an element of interest to a functional structure.

Facilities

An Eye for Design

Facility Technician Javid Yamin and Facility Supervisor Matt Baker continue to install engineering controls in the ongoing effort to protect against COVID-19. Crews installed custom built frames to the front desk of the Community Center and then cut and installed polycarbonate sheets to fit each section. Due to the size and configuration of the work space, the legs of the frame had to be bolted to the concrete and the horizontal rails were attached to the work surface. The custom frames are designed to appear as if they were part of the original piece.



Javid Yamin installing the custom frame

Roads

Filling in the gaps

The Roads crew performed crack repairs on 95th Avenue this month. Cracks in the roadway are caused by the fluctuation of the concrete panels. Large cracks in the road can be hazardous, causing vehicle damage and increasing the risk of motorcycle and bicycle accidents.

The crew used high-grade silicone filler that bonds with the edges of the concrete and stretches with the panels as they expand and contract. The silicone has greater friction than the previous sealant, making it a safer option for drivers and cyclists when traveling in wet conditions. Sealing the gaps in the concrete reduces the risk of traffic accidents and creates a smoother, safer driving surface.



Crack in need of repair on 95th Ave



Filling with silicone



Irrigation Controller Upgrade

Out with the old...in with the new

Over time, irrigation controllers become less reliable, creating issues with water timing or inability to recognize designated zones. With the updated Rain Bird IQ unit, the crew can program and test the irrigation system remotely.

The new controllers save the time and energy spent to program and test zones. More accurate water cycles benefit the landscape, giving them just the right amount of water, and can save on water consumption. Accurate watering keeps the ornamental plants and trees healthy, providing shade and beauty in the road islands.

Stormwater

Getting down to the roots



Root cutting flail

The Stormwater crew regularly cleans the storm lines using a high pressure water jet from the Vac Con truck. This dislodges and flushes debris away to restore proper flow. Occasionally, roots make their way into the line and cause significant obstruction. The solution— a root cutting flail attachment.

A root cutting flail connects directly to the high pressure water line. The water jet from the truck propels a chain inside, spinning it very rapidly, making quick work of roots. Clearing roots restores proper flow, keeping water from backing up in to catch basins and potentially into the streets.



Before— roots obstructing flow



After— line cleared

Oodles and Oodles of Cleaning

The crew cleaned over 200 catch basins in August. These catch basins are scheduled to be cleaned each year because of their location in high traffic areas that have a large amount of debris or trees. Annual cleanings reduce the potential for flooding on city streets and capture pollutants entering our streams and



Performing scheduled catch basin cleaning

SMART

SOUTH METRO AREA  REGIONAL TRANSIT

August 2020 Report

Recently, I have found myself pleasantly engaged in conversations with friends/coworkers about love. I have long believed that it is much easier to love someone than it is to like him or her. Personalities and attitudes being what they are, some people make it a challenge to like them, but none are a challenge to love, or so I hypothesize. I would ask you to compare my beliefs to your own life experiences on this somewhat delicate subject.

In researching my unscientific theory, I discovered there are as many as eight distinct love types, but just one type of "like." Either you like or you don't. In any event, I thought it would be beneficial to focus on the three most common love types. Well, at least two of the three I would categorize as common, the other not so much. I will endeavor to explain why below.

The first love type is Philia. This is love without a romantic attraction and occurs primarily between friends or family members. We all experience this love type. Philia seems to come with minimal baggage, and tends to be less messy than many of the other love types.

The next love type is Eros. In its simplest form, it serves as the opposite of philia. Eros is a romantic love, a love that some will travel to the ends of the earth to find. This is akin to the feeling you get when you meet your soulmate, that one person that completes you. I have known individuals that have made several attempts at this love type. I, however, was one and done. Unlike philia, eros can get very complicated at times. Eros is that love which can cause irrational behavior and often results in some of us expressing words that we will later regret.

Finally, the least common of all the love types is Agape. Agape is best defined as a selfless love. Perhaps this is why it stands as the least common. Unfortunately, in my humble opinion, most humans at their core are more self-centered than they are altruistic. Again, just my opinion. I find myself agreeing with the words of Dr. King when he said, "Every person must decide whether they will walk in the light of creative altruism or in the darkness of destructive selfishness." I shall endeavor to travel the well-lit, less traveled path.

Dwight Brashear
Transit Director



Transportation Options - Michelle Marston Program Coordinator

SMART hosted a booth at the Heart of the City –Gear Up for School annual event on Saturday August 15 at the Wilsonville Transit Center parking lot. We had a line of cars waiting at 9 am, and as the morning went on, the lines just got longer and wrapped around to the entrance of the Transit Center. SMART kept a tally and recorded 187 pairs of reflective safety shoelaces handed out to school kids, and offered 150 shopping bags to parents to use for shopping. It was a great event to spread the word to the Hispanic community there were about 75% of the families attending were Spanish-speaking families. It was a great opportunity for SMART to provide outreach to the Hispanic community. SMART has made a commitment to have a Spanish

speaking SMART representative at all outdoor outreach events. Our driver, Victor Renteria, was well received. Many of the families are riders on his in town Route 4, and they were glad to see him there, and viewed him as a trusted source for information.



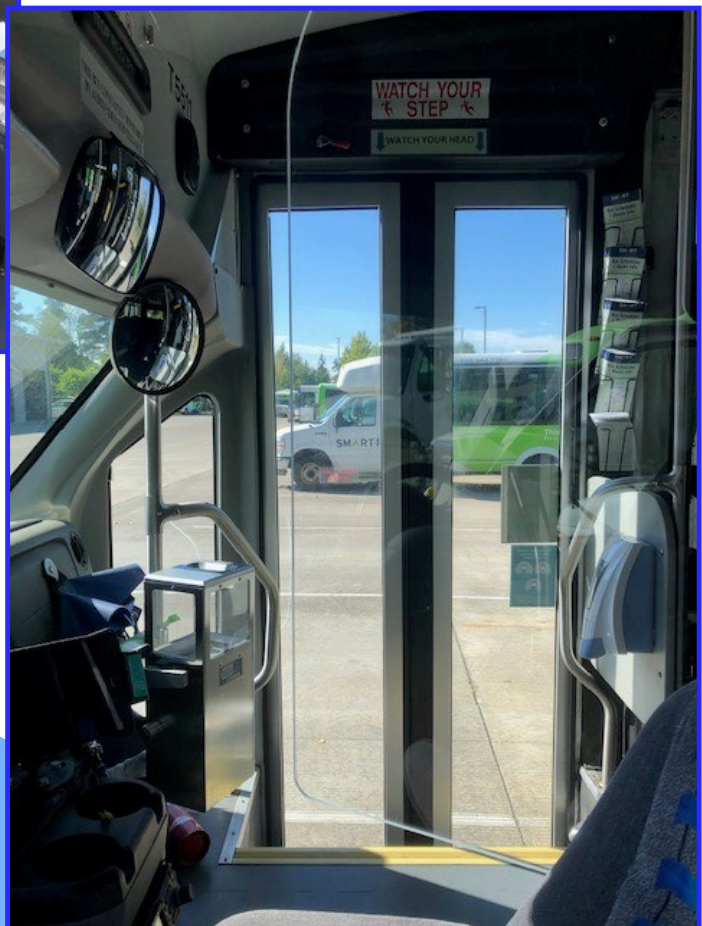
Victor Renteria handing out SMART safety items and shopping bags at Gear up for School event



Fleet Services - Scott Simonton **Fleet Services Manager**



In last month's report, we shared the driver's barrier solution for our large buses. The smaller cutaway buses proved to be a bit more challenging, due to the location of the driver's area in relation to the entrance steps. We were able to locate an Original Equipment Manufactured (OEM) kit, which will work in our entire fleet of cutaways. After purchasing one kit and test fitting it, we worked with a local plastics manufacturer to produce these shields at a substantially lower cost. Our mechanics are currently handling the installation.



Grants and Programs - Elli Work Grants and Programs Manager

SMART and Oregon's ECO Program



Employee Commute Options, or ECO, is a mandatory state program for employers with over 100 employees. These employers must provide incentives for employee use of commute options like taking the bus or carpooling. The main goal of ECO is to protect public health by reducing air pollution from motor vehicles. Car exhaust is one of our region's largest single sources of air pollution.

The incentives employers agree to provide must have the potential to reduce commute trips to the work site by 10 percent from an established baseline. Right now, SMART's Transportation Options (TO) Program helps about 25 business in Wilsonville – including the City – to complete and submit the required paperwork to DEQ.

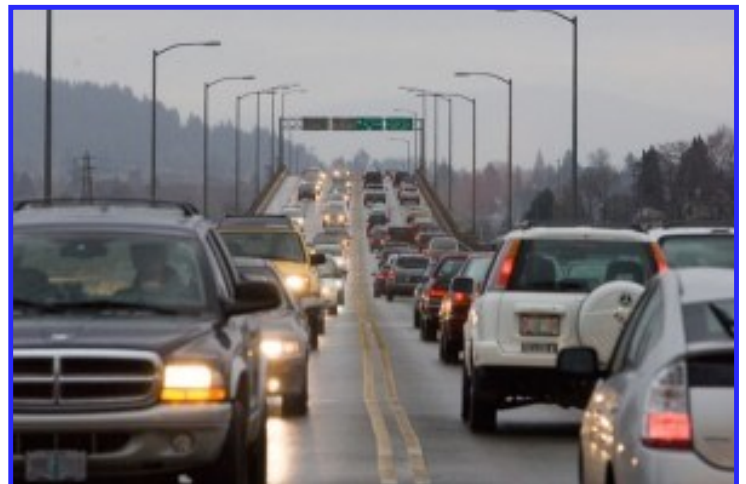
SMART TO Program Coordinator Michelle Marston works with companies, usually their HR people, to conduct an ECO

survey to determine the commute options used by their employees. Then, a plan is prepared to meet a targeted reduction in use of SOV (single occupancy vehicles). Follow up surveys are completed every two years.

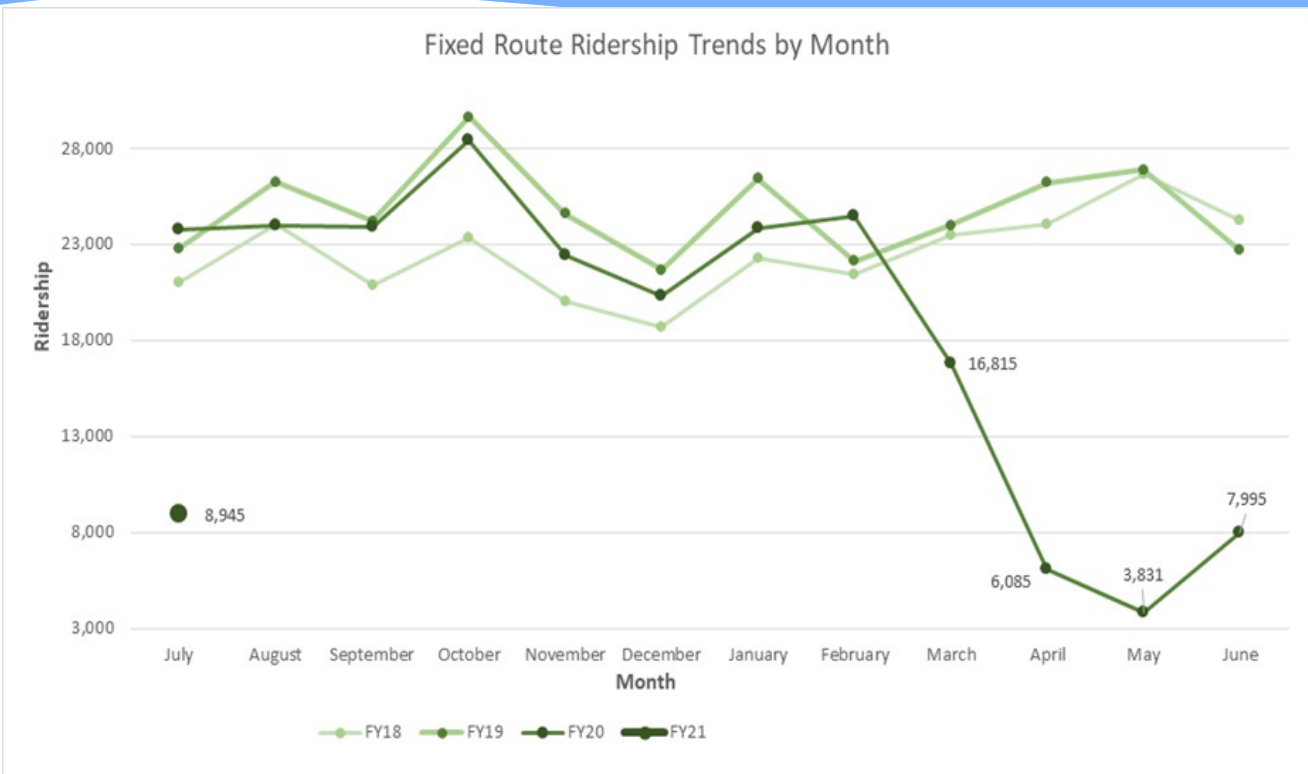
Many employers provide incentives for employees to ditch their cars. Some popular programs include vanpool subsidies, allowing employees to purchase transit passes with pre-tax dollars, carpool matching, telecommuting, and emergency ride home (ERH, which SMART provides).

Over the years, Michelle has seen some employers get very creative, and seriously generous. DW Fritz pays a cash incentive for carpooling and Mentor Graphics pays 100% for monthly transit passes.

To reduce traffic congestion and air pollution, this program does have some teeth! DEQ requires an employer to demonstrate *good faith effort*. This means an employer must survey employees and submit and implement a reasonable trip reduction plan. Failure to follow through with these requirements can result in a fine.



Operations - Eric Loomis Operations Manager



Ridership for both fixed route and demand response continue to rebuild slowly from COVID-19. The initial downturn in ridership began in March 2020 and hit the lowest point in May. Fixed route ridership in July is up 12% while demand response ridership increased by 14% compared to last month.

