

**CITY OF WILSONVILLE
URBAN RENEWAL AGENCY**

MARCH 20, 2017 7 P.M.

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

Immediately Following the City Council Meeting

Tim Knapp, Chair

*Board Member Scott Starr
Board Member Susie Stevens*

*Board Member Kristin Akervall
Board Member Charlotte Lehan*

AGENDA

CALL TO ORDER

- A. Roll call

CITIZEN INPUT

PUBLIC HEARING

- A. **URA Resolution No. 271**
A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2016-17. (staff – Rodocker)

NEW BUSINESS

- A. **URA Resolution No. 272**
A Resolution Of The City Of Wilsonville Urban Renewal Agency Authorizing The City Manager To Execute A Professional Services Agreement With Otak, Inc. For The 5th Street / Kinsman Road Extension Project (Boones Ferry Road To Brown Road Connector Corridor Plan Phase 1 Construction) – Capital Improvement Project 4196.(staff - Adams)

CONSENT AGENDA

- A. Minutes of the June 20, 2016 and October 3, 2016 URA Meetings (staff – King)

ADJOURN



URBAN RENEWAL AGENCY MEETING STAFF REPORT

Meeting Date: March 20, 2017		Subject: URA Resolution No. 271 Supplemental Budget Adjustment	
		Staff Member: Cathy Rodocker Department: Finance	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input checked="" 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:	
Staff Recommendation: Staff recommends the Agency adopt URA Resolution No.271			
Recommended Language for Motion: I move to approve URA Resolution No.271			
Project / Issue Relates To: <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A supplemental budget resolution for the FY2016-17 budget year.

EXECUTIVE SUMMARY:

Oregon's Local Budget Law allows the URA Board to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. The Fiscal Year 2016-17 Budget was adopted by the Agency on June 20, 2016.

Budget Adjustment Resolution

The Eastside Urban Renewal district will recognize an increase to project management fees for the Town Center Loop Plan in the amount of \$20,000. The Westside Project Income Fund will recognize an increase to project management fees for the Tooze Rd – 110th to Grahams Ferry Rd project in the amount of \$56,400.

EXPECTED RESULTS:

The Urban Renewal Districts are required to amend their respective annual budget in accordance with Oregon local budget law. It is required to have the supplemental budget adjustment approved by the Board during a public hearing at a regularly scheduled meeting.

TIMELINE:

A public notice for the Urban Renewal meeting was published as required. The notice was published in the Spokesman on March 15, 2017. Oregon Budget Law requires all budget adjustments and transfers be approved prior to the end of the fiscal year, June 30, 2017.

FINANCIAL REVIEW / COMMENTS:

Reviewed by: SCole Date: 3/10/17

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 (businesses, neighborhoods, protected and other groups):

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:

ATTACHMENTS:

- A. *Attachment #1-Supplemental Budget Adjustments*

**Attachment #1
Supplemental Budget Adjustments by Capital Project**

Capital Projects	CIP	CD OH	GF OH	Total	
3004-Town Center Concept Plan	-	20,000	-	20,000	
4146-Tooze Rd-110th to Grahams Ferry Rd	-	56,500	-	56,500	
Total Urban Renewal Budget Requests	\$ -	\$ 76,500	\$ -	\$ 76,500	Funding: Contingency

THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE

URA RESOLUTION NO. 271

A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2016-17.

WHEREAS, the Urban Renewal Board adopted a budget and appropriated funds for fiscal year 2016-17 by Resolution 269; and,

WHEREAS, unanticipated revenues and expenditures are expected to exceed the original adopted budget in some of the Agency's funds and budgetary changes are necessary within these funds to provide increased appropriation levels to expend the unforeseen revenues; and,

WHEREAS, ORS 294.480 provides that a government may increase the current year adopted budget through supplemental appropriations provided publication notice is met and a public hearing is held; and,

WHEREAS, all transfers from contingencies within the fiscal year to date aggregate have exceeded fifteen percent (15%) of the fund's total appropriations; and,

WHEREAS, all expenditure transfers within the fiscal year to date aggregate to not more than ten percent (10%) of the fund's total expenditures; and,

WHEREAS, to facilitate clarification of the adjustments in this resolutions Attachment A to this resolution provides a summary by fund of the appropriation categories affected by the proposed adjustments of budget appropriation and the purpose of the expenditure.

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.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY OF WILSONVILLE RESOLVES AS FOLLOWS:

The Agency adopts the Supplemental Budget to the Fiscal Year 2016-17 adopted budget by amending the estimated revenues and appropriations within the funds and categories as delineated and explained in Attachment A, attached hereto and incorporated by reference as if fully set forth herein.

This resolution becomes effective upon adoption.

ADOPTED by the Urban Renewal Board of the City of Wilsonville at a regular meeting thereof this 20th day of March, 2017 and filed with Wilsonville City Recorder this same date.

TIM KNAPP, Board Chair

ATTEST:

Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Chair Knapp
Member Starr
Member Stevens
Member Lehan
Member Akervall

ATTACHMENT A
NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY

	<u>Current</u> <u>Appropriations</u>	<u>Change in</u> <u>Appropriations</u>	<u>Amended</u> <u>Appropriations</u>
Year 2000 Capital Projects Fund			
Materials and Services	\$ 548,870	\$ 20,000	\$ 568,870
Contingency	<u>2,126,751</u>	<u>(20,000)</u>	<u>2,106,751</u>
Net change in requirements	\$ 2,675,621	\$ -	\$ 2,675,621
Material and Services increase for project management fees for the following project: Town Center Conept Plan.			
Westside Project Income Fund			
Materials and Services	\$ -	\$ 56,400	\$ 56,400
Contingency	<u>4,960,000</u>	<u>(56,400)</u>	<u>4,903,600</u>
Net change in requirements	\$ 4,960,000	\$ -	\$ 4,960,000
Material and Services increase for project management fees for the following project: Tooze Rd-110th to Grahams Ferry Rd.			



URBAN RENEWAL AGENCY MEETING STAFF REPORT

Meeting Date: March 20, 2017	Subject: URA Resolution No. 272 Consultant PSA Contract Award, CIP 4196 – 5th Street/Kinsman Road Extension Project (Boones Ferry Road to Brown Road Phase 1 Construction) Staff Member: Steve R. Adams, PE, Development Engineering Manager 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 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:		
Staff Recommendation: Staff recommends approval of URA Resolution No. 272		
Recommended Language for Motion: I move to approve URA Resolution No. 272		
Project / Issue Relates To: <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>		
<input checked="" type="checkbox"/> Council Goals/Priorities Project RE-04A	<input checked="" type="checkbox"/> Adopted Master Plan(s) 2013 TSP (Updated in 2016)	<input type="checkbox"/> Not Applicable

ISSUE BEFORE URBAN RENEWAL AGENCY:

A resolution awarding a Professional Services Agreement to Otak, Inc. for the 5th Street/Kinsman Road Extension project.

EXECUTIVE SUMMARY:

In response to Council Goals and historic and current Wilsonville Transportation System Plans (TSPs), Community Development staff completed the Boones Ferry Road to Brown Road Connector Corridor Study in 2016. The City Council approved the eastern roadway connection being at 5th Street at their December 19, 2016 meeting. The next phase of this project is to hire a consultant to design Phase 1 of the connection – 5th Street from Boones Ferry Road to Kinsman Road which includes a Kinsman Road extension from Wilsonville Road to 5th Street and urban upgrades on Boones Ferry Road from 5th Street to Bailey Street. Design work will include federal and state permitting for two creek crossings, acquiring necessary right-of-way and easements, and then developing construction contract documents. This contract also includes consultant construction inspection and management services.

This project is identified in the City’s adopted 2016-17 budget as CIP 4196, the 2013 Transportation Systems Plan (TSP, amended in 2016) as Project RE-04B, and the Year 2000 Urban Renewal Plan.

Three consulting firms submitted proposals for this work on January 31, 2017. After careful consideration of the proposers’ qualifications, a design team led by Otak, Inc. was selected to negotiate a scope and fee for the work. A Scope of Services was developed with a time and materials cost of \$1,399,556 agreed to by the City and Otak, Inc. that includes design, permitting, public involvement, property acquisition, contract document preparation, and construction services.

EXPECTED RESULTS:

Prepare design plans and bid documents, obtain all federal and state permits, acquire all right-of-way and easements, and provide estimated inspection and construction administration required to complete the 5th Street/Kinsman Road Extension project (BFR2BR Phase 1 Construction).

TIMELINE:

Design, permitting and property acquisitions are anticipated to commence immediately and be completed in spring 2018. Construction management is anticipated to occur from spring 2018 to autumn 2019.

CURRENT YEAR BUDGET IMPACTS:

This contract with Otak, Inc. is for \$1,399,556, however the cost will be spread out over the current FY 16/17 and future FY 17/18 and FY 18/19. The Urban Renewal – Year 2000 Plan has this project in its 5-year capital improvement program.

This project is anticipated to be paid for not only by urban renewal, but also through the various system development charges:

- Parks SDCs for the Ice Age Tonquin Trail (project #9155)
- Water SDCs for a new 12 inch water pipe (anticipated budget in the next fiscal year)
- Sewer SDCs for a new 15 inch sewer pipe (anticipated budget in the next fiscal year)

Current fiscal year budget impacts will be within the current adopted CIP budgets.

FINANCIAL REVIEW / COMMENTS:

Reviewed by: SCole Date: 3/10/2017

LEGAL REVIEW / COMMENT:

Reviewed by: Date:

COMMUNITY INVOLVEMENT PROCESS:

The Boones Ferry Road to Brown Road Connector Corridor Plan included an extensive community involvement process with multiple stakeholder meetings, two public meetings, an on-line survey, and hearings before both City Council and the Planning Commission.

During the design phase of the project we anticipate holding an additional four public open houses and two meetings with the City Council, as well as continuing to update project website information.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Design and construction of the 5th Street / Kinsman Road Extension project will provide additional connectivity in south Wilsonville and will reduce traffic on Wilsonville Road, including the intersection with Boones Ferry Road. Parcels of land will be impacted by right-of-way and easement acquisition and construction of the new roadway. This project will also open up much of the Arrowhead Creek Planning Area for potential industrial and residential development.

Along with constructing the roadway, both water and sanitary sewer will be extended within the road right-of-way. The project will extend the Ice Age Tonquin Trail providing bicycle and pedestrian connectivity between the residential neighborhoods in southwest Wilsonville to commercial businesses along Boones Ferry Road, to Boones Ferry Park and Memorial Park, and to the neighborhoods east of I-5 and south of Wilsonville Road.

ALTERNATIVES:

Council made the decision for this alternate alignment that connects From Kinsman Road to 5th Street at Boones Ferry Road.

CITY MANAGER COMMENT:

ATTACHMENTS:

Urban Renewal Resolution XXX

URA RESOLUTION NO. 272

A RESOLUTION OF THE CITY OF WILSONVILLE URBAN RENEWAL AGENCY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH OTAK, INC. FOR THE 5TH STREET / KINISMAN ROAD EXTENSION PROJECT (BOONES FERRY ROAD TO BROWN ROAD CONNECTOR CORRIDOR PLAN PHASE 1 CONSTRUCTION) – CAPITAL IMPROVEMENT PROJECT 4196.

WHEREAS, the Agency has planned and budgeted for the design of Capital Improvement Project 4196, known as the 5th Street / Kinsman Road Extension Project (Project), previously referred to as the Boones Ferry Road to Brown Road Connector Corridor Plan project (aka Old Town Escape) through the Year 2000 Urban Renewal Plan; and

WHEREAS, proposals were solicited for the Project from consulting firms in compliance with the City of Wilsonville municipal code and Oregon law; and

WHEREAS, Agency staff received several inquiries from interested consultants seeking clarification or additional information on the Project and its scope of work; and

WHEREAS, proposals were received from three design teams on January 31, 2017, and after the qualifications presented in each proposal were carefully considered by City staff, the design team led by Otak, Inc. (Consultant) was selected as most qualified to perform this work; and

WHEREAS, City staff and the Consultant mutually discussed, negotiated, and refined a scope of work, contract conditions, performance schedule, and compensation that were determined to be both reasonable and fair.

NOW, THEREFORE, THE CITY OF WILSONVILLE URBAN RENEWAL AGENCY RESOLVES AS FOLLOWS:

1. The procurement process for the Project duly followed City of Wilsonville Code and State of Oregon Public Contracting Rules.
2. The contract is awarded to Otak, Inc.
3. The Agency acting as the Local Contract Review Board, authorizes the Executive Director to act on behalf of the Urban Renewal Agency and execute a

Professional Services Agreement with Otak, Inc. for a not to exceed stated value of \$1,399,556.00.

4. This resolution is effective upon adoption.

ADOPTED by the Wilsonville Urban Renewal Agency at a regular meeting thereof this 20th day of March, 2017, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Chair

ATTEST:

Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall

Attachment:

City Of Wilsonville, Professional Services Agreement, 5th Street/Kinsman Road Extension Project (#4196) abridged (without exhibits). Exhibits are available in project file.

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT
5th STREET/KINSMAN ROAD EXTENSION PROJECT (#4196)**

This Professional Services Agreement (“Agreement”) is made and entered into on this ____ day of March, 2017 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Otak, 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. Term

The term of this Agreement shall be from the Effective Date until all services required to be performed hereunder are completed and accepted, unless earlier terminated in accordance herewith. Except in the event of an extension of time, agreed to in writing by the City, all Services must be completed by no later than December 31, 2019.

Section 2. Consultant’s Services

2.1. Consultant shall diligently perform the consulting services (“Services”) according to the requirements identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein, for the 5th Street / Kinsman Road Extension Project (“Project”).

2.2. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant which do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Services given by Consultant’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, Consultant’s Project Manager will provide such written documentation.

2.3. Consultant will not be deemed to be in default by reason of delays in performance due to reasons 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.

2.4. 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 Services described herein.

2.5. 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 work on 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 3. Compensation

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE MILLION THREE HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS (\$1,399,556) for performance of the Services ("Compensation Amount"), inclusive of all subconsultant and subcontractor work. Any compensation in excess of the Compensation Amount will require an express written Contract Change Order to be executed between the City and Consultant.

3.2. 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 Services 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 A**. Compensation above the amount shown in **Subsection 3.1** above requires a written Change Order, executed in compliance with the provisions of **Section 16**.

3.3. Unless expressly set forth in **Exhibit A** as a reimbursable expense item that is not included in the Compensation Amount of **Subsection 3.1**, or as an additional charge for which a written Change Order has been approved, in accordance with **Subsection 3.2** and the requirements of **Section 16**, Consultant shall only be entitled to the Compensation Amount specified in **Subsection 3.1**.

3.4. 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.

3.5. 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, and all other indirect and overhead charges.

Section 4. 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, 2017, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can currently be found at the following website address: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. 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 Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, 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. Consultant must comply with all public contracting wages required by law. Consultant 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 Consultant 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. Consultant 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). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 5. City's Responsibilities

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.

Section 6. City's Project Manager

The City's Project Manager is Steve Adams. 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 Allen Hendy. 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. Duty to Inform

If at any time during the performance of this Agreement or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults, or defects in the Project or Scope of Services, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant 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 Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of the City's rights.

Section 10. Subcontractors and Assignments

10.1. 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 the following subcontractors, each to provide the type of work specified in the Scope of Work: JLA Public Involvement, Inc.; Alta Planning + Design, Inc.; DKS Associates, Inc.; Pacific Habitat Services, Inc.; Shannon & Wilson, Inc.; Archaeological Investigations Northwest, Inc.; Morgan Holen; and Epic Land Solutions, Inc. 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.

10.2. 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.

Section 11. Consultant Is Independent Contractor

11.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 3** 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.

11.2. Consultant has requested 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 an approved Rate Schedule. 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.

11.3. 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 11** and meet the same insurance requirements of Consultant under this Agreement.

Section 12. Consultant Responsibilities

12.1. Consultant shall 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 subcontractor 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.

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including Bureau of Labor and Industries (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. Unless otherwise expressly set forth on **Exhibit A** as a reimbursable expense item not included in the Compensation Amount, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

12.3. 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.

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

Section 13. Indemnity and Insurance

13.1. 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 13.2**. 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.

13.2. Standard of Care: In the performance of professional 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.

13.3. Insurance Requirements: Consultant and all of Consultant's subconsultants 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. The amount of insurance carried is in no way a limitation on Consultant's or its subconsultants' liability hereunder. The policy or policies of insurance maintained by Consultant and each subconsultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

13.3.1. Commercial General Liability Insurance. Consultant shall obtain, at Consultant's 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 **\$5,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

13.3.2. 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 thereafter.

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

13.3.4. Workers Compensation Insurance. Consultant 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.

13.3.5. Insurance Carrier Rating. Coverages provided by Consultant 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.

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

13.3.7. 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.

13.3.8. 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. The City retains the right to elect whether or not to proceed with actual construction of the Project.

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/Change Order

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 3** of this Agreement, or changes or modifies the Scope of Services 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 a Change Order. Consultant'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 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 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 Compensation Amount. The Change Order must be signed and dated by both Consultant and the City before the Change Order 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 for a period of four (4) years, unless within that time the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this 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 documents, drawings, tracings, maps, surveying records, mylars, papers, diaries, inspection reports, and photographs, 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. Upon the City's approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

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: Steve Adams
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: Otak, Inc.
Attn: Allen Hendy
808 SW 3rd Avenue, Suite 300
Portland, OR 97204

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 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. All contractual provisions required by ORS Chapters 279A and 279C to be included in public agreements are hereby incorporated by reference and shall become a part of this 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:

CITY:

OTAK, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

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

**CITY OF WILSONVILLE
URBAN RENEWAL AGENCY**

The Urban Renewal Agency held a regular meeting on June 20, 2016 in the Wilsonville City Hall immediately following the adjournment of the City Council meeting. Chair Knapp called the meeting to order at 9:09 p.m. Board Members present: Tim Knapp, Chair, Board Members Fitzgerald, Stevens, and Lehan. Mr. Starr was excused.

Staff included: Bryan Cosgrove, Executive Director; Barbara Jacobson City Attorney; Sandra King, City Recorder, Susan Cole, Finance Director, Cathy Rodocker, Assistant Finance Director, and Nancy Kraushaar, Community Development Director, Delora Kerber, Public Works Director.

CALL TO ORDER

Chair Knapp called the URA meeting to order at 9:09 p.m. followed by roll call.

CITIZEN INPUT – There was none.

PUBLIC HEARING

A. URA Resolution No. 269

A Resolution Of The Urban Renewal Agency Of The City Of Wilsonville Adopting The Budget, Making Appropriations, And Declaring The Intent To Collect Tax Increment For Fiscal Year 2016-17. (Cole)

Ms. Jacobson read URA Resolution No. 269 into the record by title only.

Chair Knapp opened the public hearing at 9:10 p.m.

Ms. Cole presented the staff report.

Mr. Knapp asked if the certifications are the same as prior years.

Susan Cole

Mr. Knapp asked for public testimony, hearing none he closed the public hearing at 9:14 p.m.

Motion: Ms. Lehan moved to adopt URA Resolution No. 269 to adopt the budget for FY 2016-17, create budget appropriations and declare intent to collect tax increment for FY 2016-17. Ms. Fitzgerald seconded the motion.

Vote: Motion carried 4-0.

A. URA Resolution No. 267

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2015-16.

Ms. Jacobson read the title of URA Resolution No. 267 into the record.

Mr. Knapp opened the public hearing at 9:17 p.m.

Ms. Rodocker presented the staff report. Oregon's Local Budget Law allows the URA Board to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. The Fiscal Year 2015-16 Budget was adopted by the Agency on June 1, 2015.

The Eastside Urban Renewal district will recognize the funding for the Wilsonville Rd Improvements at Landover in the amount of \$54,843. The Westside Urban Renewal district will recognize the proceeds from the sale of property in the Villebois area in the amount of \$4,941,165.

The Urban Renewal Districts are required to amend their respective annual budget in accordance with Oregon local budget law. It is required to have the supplemental budget adjustment approved by the Board during a public hearing at a regularly scheduled meeting.

Mr. Knapp invited public testimony, hearing none he closed the hearing at 9:18 p.m.

Motion: Ms. Fitzgerald moved to adopt URA Resolution No. 267. Ms. Stevens seconded the motion.

Vote: Motion carried 4-0.

NEW BUSINESS

A. URA Resolution No. 268

A Resolution Creating A New Fund #911 For The Program Income-West Side Urban Renewal District.

Ms. Rodocker presented the staff report. Local budget law requires the approval by the governing body for the creation of new accounting funds. The fund being requested, #911-Program Income-West Side Urban Renewal District is needed for the recording of program income as it is received and/or disbursed. The funds received may only be spent on projects located within the West Side Urban Renewal District boundary. A similar fund has already been created to capture the activity of the program income generated in the East Side Urban Renewal District.

Motion: Ms. Stevens moved to adopt URA Resolution No. 268. Ms. Lehan seconded the motion.

Vote: Motion carried 4-0.

C. Proposed Coffee Creek Urban Renewal Plan

Ms. Kraushaar prepared the following staff report. The Agency is being asked to review the 05-03-2016 DRAFT Coffee Creek Urban Renewal Plan and decide whether to approve forwarding it through the public review process of urban renewal plans, including presentation to the Planning Commission for their review of conformance with the Wilsonville Comprehensive Plan, to the Washington County Commission for their adoption, and to the Wilsonville City Council for consideration of a non-emergency ordinance to adopt the Plan.

During the 2015 November election, Wilsonville voters expressed advisory support for creating a new urban renewal district in the Coffee Creek Industrial Area that includes prime underdeveloped industrial properties and is located in northwest Wilsonville. After the advisory vote, City Council directed staff to

begin developing an urban renewal plan for the Coffee Creek Industrial Area. Some of the property is in the city limits while most is in unincorporated Washington County. It is envisioned that all properties will eventually be annexed into Wilsonville as development proceeds.

Urban renewal is unique in that it brings its own financing source: tax increment financing. Tax increment revenues, the amount of property taxes generated by the increase in total assessed values in the urban renewal area from the time the urban renewal area is first established, are used to repay borrowed funds. The borrowed funds are used to pay for urban renewal projects. The purpose of urban renewal is to improve specific areas of a city that are poorly developed or underdeveloped.

A Coffee Creek urban renewal district was first envisioned in the master plan for the area that was completed in 2007. The master plan envisioned development of a new employment center in north Wilsonville with approximately 1,800 jobs and an estimated annual payroll of \$55 million at build-out. The master plan predicted the area will attract general industrial, warehouse, flex, and research and development related businesses.

The recommendation to create the new urban renewal district was identified in the Wilsonville Urban Renewal Strategic Plan (Strategic Plan) that the City Council adopted in 2014 based upon input from a community task force that included representatives from local taxing districts and community and business leaders. The Strategic Plan concluded that in order to attract private-sector industrial development, the Coffee Creek industrial area requires a substantial investment in public infrastructure improvements such as new roads, sidewalks and utility lines.

The proposed Coffee Creek Urban Renewal Area (Area) includes 258.35 acres. The overall purpose of the Coffee Creek Urban Renewal Plan (Plan) is to use tax increment financing to overcome obstacles to the proper development of the Area. Two documents comprise the 05-03-2016 DRAFT Plan: the Coffee Creek Urban Renewal Plan and the Report Accompanying the Urban Renewal Plan. In the former, the goals of the urban renewal plan are listed in Section III and the specific projects proposed are outlined in Sections IV and V.

The proposed urban renewal projects include the improvement and construction of streets and utilities. Once in place these public improvements are expected to attract private investment and development that is estimated to increase the assessed value of the proposed district from a tax base of approximately \$62 million to approximately \$790 million over the life of the district.

The proposed Coffee Creek Urban Renewal Area has many properties that are undeveloped or underdeveloped and lacks sufficient infrastructure for urban land uses. The proposed urban renewal plan contains goals, objectives, and projects for the development of the Area. Creating an urban renewal plan will provide a financing mechanism to fund improvements including transportation and utility improvements to set the stage for proper development in the Area. The Plan is projected to take 25 years of tax increment revenue collection.

The process for approval will include the following steps, in accordance with ORS 457.

1. Preparation of a plan including opportunity for citizen involvement.
 - In 2014, the Wilsonville Urban Renewal Task Force (Task Force) reviewed the overall urban renewal strategy and recommended formation of an urban renewal area for Coffee Creek.
 - An advisory vote was taken in November of 2015 where Wilsonville voters expressed support for creating a new urban renewal district in Coffee Creek.
 - The Task Force was reconvened on April 25, 2016 for a review of the proposed Coffee Creek Urban Renewal Plan. Representatives of the Sherwood School District and

Washington County were added to the Task Force. The Task Force voted unanimously to approve the Plan and send it to the Agency for their review.

- An open house was held on April 25, 2016 at which approximately 10 people attended, primarily property owners and developer representatives.
 - Other opportunities for public input will be at the Wilsonville Planning Commission meeting, the Washington County Commission meeting and the Wilsonville City Council hearing.
2. Wilsonville Urban Renewal Agency June 20, 2016 review of the proposed Plan and accompanying Report.
 3. Review and recommendation by the Wilsonville Planning Commission on July 13, 2016.
 4. Presentation of the Plan to the Washington County Commission for a briefing on May 17, 2016 and action on July 19, 2016.
 5. Notice to all citizens of Wilsonville of a hearing before the City Council.
 - Notice will be provided by mailing to property owners through the Boones Ferry Messenger in July and August issues.
 - Additional notices will be mailed to the property owners of unincorporated properties.
 6. Forward a copy of the proposed Plan and the Report to the governing body of each taxing district.
 - The formal taxing districts letters will be sent out on June 7, 2016.
 - Informal notices were mailed to taxing jurisdictions on May 4, 2016.
 7. Hearing by City Council and adoption of the proposed Plan and accompanying Report by a non-emergency ordinance.
 - The hearing by City Council will be held on August 1, 2016 and the vote on the ordinance will be on August 15, 2016.
 - The ordinance will be a non-emergency ordinance, which means that the ordinance does not take effect until 30 days after its approval. During that time period the Plan may be referred to Wilsonville voters if a sufficient number of signatures are obtained on a referral petition.

Costs for the project have been limited to consultant and staff time, both of which were included in the adopted FY 2015-16 City of Wilsonville Budget.

The Agency can forward or not recommend forwarding the proposed Coffee Creek Urban Renewal Plan through the public review process for approval and adoption. The Agency could also request changes to the draft Plan before it is sent through the public review process.

Used a PowerPoint slide show.

Elaine Howard continued 19:00 met with Washington county and Sherwood school district. the county will need to approve the urban renewal district. ...talked about debt and life of the district. assessed value growth showed the funding list. showed map showing the location of the projects which were mostly infrastructure.

Ms. Fitzgerald how are the unknown factors incorporated into the costs of the infrastructure.

Nancy explains

Ms. Stevens how does the mental health hospital tie into the district.

Ms. Elaine explains

Elaine explains the pros and cons of urban renewal and the impact to taxing jurisdictions annually. Do not expect any push back from the taxing districts.

Motion: Ms. Stevens moved that the Wilsonville urban renewal agency forward the coffee creek urban renewal plan to the Wilsonville planning commission for their review of the plans conformance to the Wilsonville comprehensive plan to the Washington county commission for adoption and then to the Wilsonville city council for their review and vote on adoption.

Ms. Fitzgerald seconded the motion.

Vote: Motion carried 4-0.

CONSENT AGENDA

A. Approval of the Minutes of the May 16, 216 URA Meeting.

Motion: Ms. Lehan moved to adopt the consent agenda. Ms. Fitzgerald seconded the motion.

Vote: Motion carried 4-0.

ADJOURN

The URA meeting adjourned at 9:48 p.m.

Respectfully submitted,

Sandra C. King, City Recorder

ATTEST:

Tim Knapp, Chair

**CITY OF WILSONVILLE
URBAN RENEWAL AGENCY**

The Urban Renewal Agency held a regular meeting on October 3, 2016 in the Wilsonville City Hall immediately following the adjournment of the City Council meeting. Chair Knapp called the meeting to order at 9:15 p.m. Board Members present: Tim Knapp, Chair, Board Members Starr, Fitzgerald, Stevens, and Lehan.

Staff included: Bryan Cosgrove, Executive Director; Barbara Jacobson City Attorney; Jeanna Troha, Assistant City Manager; Sandra King, City Recorder, Cathy Rodocker, Assistant Finance Director.

CALL TO ORDER

Chair Knapp called the URA meeting to order at 9:15 p.m. followed by roll call.

CITIZEN INPUT - There was none.

PUBLIC HEARING

- A. **URA Resolution No. 270**
A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2016-17.
(Staff – Rodocker)

Ms. Jacobson read the title of URA Resolution No. 270 for the record.

Mr. Knapp opened the public hearing at 9:16 p.m. and read the public hearing format.

Cathy Rodocker, Assistant Finance Director, presented the staff report. Oregon's Local Budget Law allows the URA Board to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. The Fiscal Year 2016-17 Budget was adopted by the Agency on June 20, 2016.

The Eastside Urban Renewal district will recognize the following increases to capital projects: Canyon Creek Rd South from Boeckman to Vlahos, \$118,000 and Town Center Concept Plan, \$118,100. Both projects were originally funded in FY2016 and were not completed by the end of the fiscal year.

The Urban Renewal Districts are required to amend their respective annual budget in accordance with Oregon local budget law. It is required to have the supplemental budget adjustment approved by the Board during a public hearing at a regularly scheduled meeting.

A public notice for the Urban Renewal meeting was published as required. The notice was published in the Spokesman on September 21, 2016. Oregon Budget Law requires all budget adjustments and transfers be approved prior to the end of the fiscal year, June 30, 2017.

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

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.

Chair Knapp called for public testimony, hearing none, he closed the public hearing at p.m.

Vote: Motion carried 5-0.

ADJOURN

The URA meeting adjourned at 9:18 p.m.

Respectfully submitted,

Sandra C. King, City Recorder

ATTEST:

Tim Knapp, Chair