



CITY COUNCIL AGENDA

August 17, 2026 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

PARTICIPANTS MAY ATTEND THE MEETING AT:

City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon

YouTube: <https://youtube.com/c/cityofwilsonvilleor>

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

TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

CityRecorder@wilsonvilleoregon.gov

Individuals may submit comments online at: <https://www.wilsonvilleoregon.gov/SpeakerCard>

via email to the address above, or may mail written comments to:

City Recorder – Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

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.

REVIEW OF AGENDA AND ITEMS ON CONSENT [5:30 PM]

COUNCILORS' CONCERNS [5:35 PM]

PRE-COUNCIL WORK SESSION [5:40 PM]

- A. [Basalt Creek Master Plan and Implementing Amendments \(Myers\) \[40 min\]](#)
- B. [Public Safety Project Update – Updating Wilsonville Code Enforcement Provisions \(Guile-Hinman\) \[25 min\]](#)

ADJOURN [6:45 PM]

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, August 17, 2026 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on August 4, 2026. 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.

CALL TO ORDER [7:00 PM]

1. Roll Call
2. Pledge of Allegiance
3. Motion to approve the following order of the agenda.

MAYOR'S BUSINESS [7:05 PM]

4. Upcoming Meetings (Link to City Calendar: <https://www.wilsonvilleoregon.gov/calendar>)
5. [Planning Commission Appointment](#)

COMMUNICATIONS [7:10 PM]

6. Wheel the World Presentation (Malachy Sundstrom/Mombert) [15 min]
7. Community Survey Results (Evans) [15 min.]

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:40 PM]

This is an opportunity for visitors to address the City Council on any matter concerning City's Business or any matter over which the Council has control. It is also the time to address 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 citizen input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [7:55 PM]

8. Council President Berry
9. Councilor Cunningham
10. Councilor Shevlin
11. Councilor Scull

CONSENT AGENDA [8:15 PM]

12. [Resolution No. 3277](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Consultant Contract With Via Transportation Inc For Deployment Of Mobility Eco-System CAD-AVL Planning And Passenger Information System For Smart Fleet Operations Project. \(Kotler\)](#)

13. [Minutes of the August 3 and 6, 2026 City Council Meetings. \(City Recorder\)](#)

NEW BUSINESS [8:20 PM]

City Council
August 17, 2026

14. [Resolution No. 3278](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Engage In Negotiations With The Tri-County Metropolitan Transportation District Of Oregon Concerning Transit Boundary Adjustments, Wes Rail Service, And Other Matters. \(Guile-Hinman/Brashear/Wild\)](#)

CONTINUING BUSINESS [8:35 PM]

PUBLIC HEARING [8:35 PM]

CITY MANAGER’S BUSINESS [8:35 PM]

LEGAL BUSINESS [8:40 PM]

15. [Settlement and Release Agreement with Zurich regarding Public Works Complex](#)

16. [Public Contracting Quarterly Report](#)

ADJOURN [8:55 PM]

INFORMATIONAL ITEMS – No Council Action Necessary

[City Manager Reports](#)

Time frames for agenda items are not time certain (i.e. agenda items may be considered earlier than indicated). The City will endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting by contacting Kimberly Veliz, City Recorder at 503-570-1506 or cityrecorder@wilsonvilleoregon.gov: assistive listening devices (ALD), sign language interpreter, and/or bilingual interpreter. Those who need accessibility assistance can contact the City by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication. Habrá intérpretes disponibles para aquellas personas que no hablan Inglés, previo acuerdo. Comuníquese al 503-570-1506



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: August 17, 2026		Subject: Basalt Creek Master Plan and Implementing Amendments	
		Staff Members: Chris Myers, Senior Planner; Matt Lorenzen, Economic Development Manager;	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
☐ Motion ☐ Public Hearing Date: ☐ Ordinance 1 st Reading Date: ☐ Ordinance 2 nd Reading Date: ☐ Resolution ☒ Information or Direction ☐ Information Only ☐ Council Direction ☐ Consent Agenda		☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable	
		Comments:	
Staff Recommendation: Provide direction on the draft Basalt Creek Master Plan, supporting technical analyses, and implementing Comprehensive Plan and Development Code amendments.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
☒ Council Goals/Priorities: Attract high-quality industry and support economic opportunity for all in Wilsonville	☒ Adopted Master Plan(s): Wilsonville Economic Development Strategy; Wilsonville Comprehensive Plan; Basalt Creek Concept Plan	☐ Not Applicable	

ISSUE BEFORE COUNCIL

Staff is seeking Council feedback on whether the draft Basalt Creek Master Plan (BCMP) and associated implementation package establish an appropriate framework for long-term industrial and employment development in the Wilsonville portion of the Basalt Creek Planning Area. Staff

is also seeking direction on any revisions that should be completed before the package advances through the Planning Commission and City Council public hearings.

EXECUTIVE SUMMARY

The draft BCMP establishes a coordinated 10-to-20-year framework for transitioning the Basalt Creek Planning Area from rural land at the edge of the City into development ready industrial and employment districts. The Plan identifies the intended land use pattern, transportation network, water and sanitary sewer needs, infrastructure funding considerations, natural resource protections, and implementation measures needed to support development over time. The Plan does not approve individual development proposals or commit the City to construct all identified infrastructure.

Adoption requires a coordinated legislative package consisting of the BCMP; Comprehensive Plan text and map amendments; a Zoning Map amendment; and Development Code amendments. Together, these documents establish the policy direction, land use designations, zoning, and development standards necessary to make the area ready for future development.

Background

In 2018, the City of Wilsonville and City of Tualatin jointly adopted the Basalt Creek Concept Plan (BCCP), establishing a long-term vision and conceptual framework for urbanization of the Basalt Creek Planning Area. The BCCP identified preferred land uses, transportation and infrastructure systems, natural resource considerations, and implementation strategies. Since adoption, Wilsonville has completed key implementation actions, including amendments to the Urban Planning Area Agreement, Comprehensive Plan, and Transportation System Plan.

The BCMP focuses specifically on the Wilsonville portion of the planning area. It carries the jointly adopted concept forward into a more detailed, Wilsonville-specific framework informed by updated economic, transportation, utility, environmental, and funding analysis. As a component of the City's Comprehensive Plan, the BCMP will guide future development within the area. Properties currently outside the City will be annexed at the request of property owners, generally in conjunction with proposals to develop consistent with the Master Plan and applicable Development Code requirements.

The BCMP is also an implementation measure of the City's Economic Opportunities Analysis (EOA) and Economic Development Strategy (EDS), adopted by City Council in March 2026. Those efforts identified Basalt Creek as one of Wilsonville's most significant long-term employment growth areas and emphasized the need to expand opportunities for manufacturing, logistics, research and development, technology, and other traded sector employment uses.

Planning Commission Review

Over the past two years, the Planning Commission has had 11 work sessions on the various components on the Master Plan and implementing amendments. Since the last City Council

work session, the Planning Commission has held three work sessions on the BCMP, each focused on a different part of the planning and implementation package:

- June 10, 2026 — The Commission reviewed the proposed, draft BCMP, Comprehensive Plan amendments, transportation analysis, land use framework, infrastructure concepts, and implementation approach. Discussion included the Transportation System Plan, local and regional network, railroad undercrossing, roundabout suitability, wildlife crossings, and the long-term land use vision for the employment area.
- July 8, 2026 — The Commission reviewed the final proposed Development Code amendments and Northwest Industrial (NWI) Pattern Book. Discussion focused on previous feedback from the Commission on permitted uses, data centers, and the Regulating Plan as well as questions around freight and multimodal street design, and the Two-Track review processes.
- August 12, 2026 — The Commission is scheduled to conduct its final work session review of the complete draft package, including revisions made in response to prior Commission direction and public comments, which is also included in this Council packet. Staff will provide City Council with a verbal update regarding any additional direction received at that meeting.

Proposed Master Plan Framework

Land Use and Economic Development

The BCMP organizes the planning area into four employment subdistricts under a Northwest Industrial Zone - Coffee Creek, High-Tech Employment, Light Industrial, and West Railroad – and a Craft Industrial Zone. The subdistrict approach responds to differences in location, access, parcel pattern, infrastructure, and intended development character while maintaining an overall focus on high quality industrial and employment development and flexibility through a broad list of allowed uses. The framework is intended to preserve land for employment generating uses, provide opportunities for a range of business types and sizes, and limit supporting commercial uses so they remain subordinate to the primary employment function of the district.

Transportation and Multimodal Connectivity

The transportation framework builds upon the adopted Basalt Creek Transportation Refinement Plan and identifies a connected network of addressing streets, supporting streets, and through connections. The network is intended to accommodate freight movement while also providing safe and direct access for employees and visitors traveling by foot, bicycle, micromobility device, transit, or automobile. The proposed standards establish a predictable connectivity framework while allowing alternatives for site-specific development applications when conditions warrant and the intended network function is maintained.

The West Railroad Area Transportation Analysis evaluated interim and long-term access for the area west of the railroad. It identifies interim access from Tonquin Road, long-term access from Morgan Road, secondary access and internal connectivity needs, and a future railroad undercrossing. Because several improvements extend beyond the planning area in scale and

cost, implementation will require phased development, interagency coordination, and a combination of public and private funding.

Water, Sanitary Sewer, Stormwater, and Funding

The supporting utility analyses identify the water and sanitary sewer facilities needed to serve future development and describe potential phasing considerations. Stormwater management and natural resource protection will be addressed through future capital planning, environmental review, and site-specific development requirements. The Infrastructure Funding Analysis evaluates potential tools and funding strategies for major improvements.

Natural Resources and Open Space

The BCMP recognizes wetlands, streams, habitat areas, topography, and other environmental resources as fundamental considerations in the future development pattern. The Plan coordinates the anticipated street and utility network with these resources and retains existing environmental review and permitting requirements. Future development proposals will be required to demonstrate compliance with applicable local, state, and federal standards; integrate natural resources into the employment district; and make connections to regional trails.

Implementing Amendments

Comprehensive Plan and Map Amendments

The proposed Comprehensive Plan text and map amendments incorporate the BCMP into the City's long-range policy framework, remove these areas from the Areas of Special Concerns Map, apply an industrial Comprehensive Plan designation to the land in the West Railroad subdistrict (as previously applied in the rest of Basalt Creek Planning Area), and align the Comprehensive Plan with the recently adopted Economic Opportunity Analysis and Economic Development Strategy. The amendments establish the foundation for allowing annexation and development.

Northwest Industrial Zone (NWI)

The Development Code amendments establish the Northwest Industrial Zone as a standalone Planned Development zoning district, extending and updating the framework currently used in Coffee Creek. A new use matrix, the basis of which comes from the City's existing Planned Development Industrial (PDI) and Metro designated Planned Development Industrial - Regionally Significant Industrial Area (PDI-RSIA) zones, organizes permitted uses by subdistrict, modernizes industrial use classifications, addresses emerging employment uses, and maintains distinctions among areas intended for high-tech employment, light industrial, logistics, and other industrial activities.

At the last work session with City Council, concerns were expressed related to the inclusion of Contractor Establishments in the Allowed Uses table, with and without restrictions. Since that time, City staff learned of a pending policy review and potential code update by Washington County. As a result, Contractor Establishments have been removed from the proposed use table

pending the outcome of that work. Staff anticipate returning to Council later for this specific issue.

Pattern Book and Alternative Design Process

When the Coffee Creek Design Overlay District was adopted, to be business-friendly, the City created a streamlined, administrative review process for industrial development based on clear and objective standards, which are not required in the State for industrial development. The clear and objective standards established criteria for the desired vision for development in the area. For development not meeting those standards, applications are processed through the standard review. In that case, a pattern book was established to allow an applicant to propose an alternative design based on Pattern Book guidelines when unusual site conditions or a different design approach can meet the intent of the district. Feedback to maintain this process has resulted in an updated name, the Northwest Industrial (NWI) Pattern Book. It translates the Coffee Creek and Basalt Creek Master Plans' design direction into street, site, building, open-space, and multimodal design guidance.

Discussion Questions

Staff recommend focusing discussion on the following policy-level considerations:

- Is there further feedback on the framework presented for long-term development in the draft Basalt Creek Master Plan?
- Is there anything else that would best implement the City Council's vision for a high-quality industrial and employment district directed in the 2026 Wilsonville Economic Development Strategy?
- Are there specific revisions Council would like staff to address before the public hearings?

EXPECTED RESULTS

Council direction will guide final refinement of the BCMP and implementing documents before the adoption hearings. No motion is requested at this work session.

TIMELINE

- City Council Work Session - August 17, 2026
- Planning Commission Public Hearing - September 9, 2026
- City Council Public Hearing and First Reading - October 5, 2026
- City Council Second Reading - October 19, 2026

CURRENT YEAR BUDGET IMPACTS

Work on the BCMP is funded through a Community Planning and Development Grant from Metro and previously authorized Planning Division project funding. Additional water and stormwater analysis is being conducted through the City's on-call consultant contracts using a combination of Metro grant funds, Planning Division professional services funds, and capital improvement project (CIP) 3000 funds. Adoption of the BCMP will not itself authorize or obligate funding for the capital improvements identified in the Plan or technical appendices. Future expenditures will be considered through the City's capital improvement and budget processes.

COMMUNITY INVOLVEMENT PROCESS

The BCMP engagement has included Technical Advisory Committee meetings, stakeholder interviews, property owner outreach, Planning Commission work sessions and hearings, City Council work sessions and hearings, and opportunities for written and oral public comment. The Technical Advisory Committee included representatives from the City, Business Oregon, Greater Portland Inc., Metro, and the Wilsonville Chamber of Commerce. Stakeholder interviews included representatives from small businesses, manufacturing, redevelopment interests, and business-support organizations. The City also conducted outreach to property owners in the West Railroad area regarding development opportunities, proposed Comprehensive Plan changes, infrastructure needs, and Development Code amendments.

Key themes included workforce development challenges, limited land and building availability, high development and operating costs, demand for local retail and services, infrastructure constraints, and the importance of a proactive and collaborative City business relationship. Staff recently prepared a memorandum addressing public comments and requested changes to NWI standards (Attachment 6). Public and property owner comments have informed revisions to the Master Plan, NWI Zone, Pattern Book, and supporting analyses.

POTENTIAL IMPACTS OR BENEFITS TO THE COMMUNITY

The BCMP provides a long-term framework for coordinated economic growth, infrastructure investment, and land use planning in one of Wilsonville's last major industrial growth areas within the Urban Growth Boundary. By coordinating land use, transportation, utilities, funding, and environmental considerations, the Plan can reduce piecemeal development and provide greater predictability for property owners, businesses, service providers, and the community. Over time, implementation can expand employment opportunities, strengthen and diversify the local tax base, support business growth, and improve economic resilience. The proposed framework also supports high-quality site design, multimodal access, open space, and protection of significant natural resources. These benefits will depend on successful phasing, infrastructure investment, environmental permitting, regional coordination, and private development decisions.

ALTERNATIVES

Council may direct staff to proceed with the draft package as presented or identify targeted revisions before the public hearings, on the proposed land use, transportation, infrastructure, or regulatory framework. Significant changes would affect the adoption schedule and could require additional technical analysis or public review.

ATTACHMENTS

1. [Basalt Creek Master Plan Draft and Appendices](#)
2. Basalt Creek Master Plan Proposed NWI Code Edits
3. [Basalt Creek Master Plan Proposed NWI Pattern Book](#)
4. Basalt Creek Master Plan Proposed Comprehensive Plan Amendments

Basalt Creek Master Plan and Implementing Amendments

Attachment 1

Basalt Creek Master Plan Draft and Appendices

Link:

https://www.wilsonvilleoregon.gov/sites/default/files/basalt_creek_master_plan_draft_and_appendices_attachment_1.pdf

Attachment 2

Basalt Creek Master Plan – Proposed Development Code Edits – Draft June 2026

Proposed added language **bold italics underline**. Proposed removed language ~~struck through~~.

ADMINISTRATION

Section 4.001. Definitions

The following definitions will be added or amended to this section. All subsequent definitions will be renumbered

Accessory Retail Sales. *Retail sales that are incidental and subordinate to a permitted primary use and are conducted on the same site. Accessory retail sales shall be limited primarily to goods or products manufactured, fabricated, assembled, processed, crafted, repaired, or substantially modified on the premises, and may include merchandise directly related to the primary use. Accessory retail sales are not intended to function as a stand-alone retail establishment.*

Addressing street: A major existing or planned street within the Coffee Creek **Northwest Industrial (NWI)** Design Overlay District **Zone** as defined in Section 4.134.

Artisan Food and Beverage Production: *A craft industrial use involving the small-scale production, processing, preparation, packaging, or distribution of food and beverage products. These uses are characterized by limited-batch production, specialty or handcrafted products, and may incorporate customer-oriented activities such as tasting rooms, retail sales, demonstrations, classes, tours, and similar experiences that support the primary production use. Artisan Food and Beverage Production does not include large-scale food processing, regional distribution centers, or industrial-scale manufacturing operations.*

Contractor Establishment: *A site used for the storage, maintenance, dispatch, and staging of equipment, vehicles, tools, and materials associated with construction and contracting activities. Such uses are characterized by the active deployment of personnel, equipment, and materials to off-site work locations and may include offices, workshops, maintenance facilities, storage buildings, and outdoor storage yards.*

Craft Studio. *A facility used for the creation, production, fabrication, assembly, repair, or finishing of handcrafted or small-batch goods by artists, artisans, designers, or skilled tradespersons. Uses may include studios, workshops, demonstration areas, classrooms, and limited accessory retail sales of goods produced on-site.*

Direct-to-Consumer (DTC) E-commerce Fulfillment or Logistics: *A light industrial use involving the receipt, storage, sorting, packaging, and shipment of goods directly to individual consumers, typically in response to online, catalog, or similar retail purchases. Such uses are characterized by high volumes of small-package outbound deliveries and frequent last-mile distribution activity and are distinct from traditional wholesale warehousing and distribution facilities that primarily serve commercial customers or retail establishments.*

Home Business: A business operating from a dwelling unit that does not meet the definition of a "Home Occupation" listed below. Short-term rental of a dwelling unit or portion thereof where the operator does not live on the same lot is a home business. A home business requires a conditional use permit,

except in the Craft Industrial (CI) Zone which allows a home business outright as a typically permitted use (see Section 4.137(.03)A.).

Incubator. A building or portion of a building that provides flexible workspace, shared facilities, and common support services for multiple startup or early-stage businesses. Incubators may include offices, workshops, laboratories, production areas, shared equipment, meeting rooms, and similar spaces intended to support entrepreneurship, product development, innovation, fabrication, or small-scale manufacturing.

Industrial Services: Establishments that provide repair, maintenance, testing, fabrication, installation, technical support, or other services for industrial equipment, products, facilities, or operations.

Innovation Hub. A facility that brings together businesses, entrepreneurs, researchers, educational institutions, investors, or other organizations to support collaboration, research, product development, technology commercialization, workforce development, or entrepreneurial activities. Innovation hubs may include offices, laboratories, meeting spaces, classrooms, collaborative workspaces, and shared support facilities.

Light Manufacturing: Low- to moderate-impact industrial, manufacturing, processing, and assembly uses that exhibit benign external characteristics compatible with the character and overall design of a Residential Village environment.

A manufacturing, processing, fabrication, assembly, and/or packaging, that occurs primarily within enclosed buildings where the primary activity is the conversion of raw materials or parts into finished products and produces minimal noise, vibration, dust, odor, glare, hazardous materials, or other off-site impacts. Typical uses may include the production of consumer goods, electronics, food products, apparel, furniture, and similar products. In Residential Village, exhibits benign external characteristics compatible with the character and overall design of the Village zone.

Master Plan: A plan with a series of detailed components covering one or more distinct areas. For example see:

- See-Villebois Village Master Plan.
- See-Coffee Creek Design Overlay District **Master Plan.**

Maker Space. A shared workspace that provides access to tools, equipment, technology, and work areas for individuals or businesses engaged in designing, prototyping, fabricating, repairing, or producing products. Maker spaces may include workshops, fabrication equipment, digital manufacturing technologies, classrooms, and collaborative work areas.

Micro-Mobility Vehicle. A small, lightweight vehicle designed for individual transportation that is powered by human power, electric power, or a combination of both, and is intended for use on streets, bicycle facilities, shared-use paths, or other designated transportation facilities. Micro-mobility vehicles include, but are not limited to, bicycles, electric bicycles, electric scooters, cargo bicycles, and similar devices intended for short-distance travel.

Parcel: (1) A unit of land resulting from a partition and (2) Within the Coffee Creek Industrial Design Overlay District **Northwest Industrial Zone,** areas bounded by addressing streets, supporting streets and/or through connections are defined as a parcel.

Pattern Book: An illustrative document that depicts the site development, landscaped design, and/ or architectural character of a proposed development. For example see:

- See Section 4.125.15, Pattern Book for projects in Villebois.
- See Section 4.134(.06) **FD,** Pattern Book for projects in the **Northwest Industrial (NWI) Zone.** Coffee Creek Design Overlay District.

Professional—Type Services: Services catering to daily customers in an office setting A "professional type service" shall include activities such as those offered by a physician, surgeon, dentist, lawyer, architect, engineer, accountant, artist, teacher, real estate and insurance sales.

Regulating Plan: A plan that organizes the system of existing and future streets and multi-use paths within the Coffee Creek Industrial Design Overlay District Northwest Industrial (NWI) Zone.

Retail. A commercial use engaged primarily in selling, leasing, renting, displaying, or distributing goods, merchandise, or products directly to consumers or end users. Retail uses may include customer service, product demonstration, order pickup, and other activities customarily associated with the direct sale of goods, but do not include manufacturing, fabrication, processing, warehousing, or wholesale distribution as the primary use.

Service Commercial: – Establishments providing commercial services catering to daily customers, such as automobile service stations, automobile repair, salons, banking, dry cleaners, laundromats, studios, pet services, equipment rental, and self-storage.

Supporting streets: New streets within the Coffee Creek Northwest Industrial Design Overlay District (NWI) Zone, which may be located within public rights-of-way or public easements.

Through connections: New streets, multi-use paths, or streets that combine characteristics of local streets and multi-use paths. They are located within the Coffee Creek Northwest Industrial Design Overlay District (NWI) Zone and may be located within public rights-of-way or public easements.

*****No additional changes proposed in this section*****

Section 4.030. Jurisdiction and Powers of Planning Director and Community Development Director.

(.01) *Authority of Planning Director.* The Planning Director shall have authority over the daily administration and enforcement of the provisions of this Chapter, including dealing with non-discretionary matters, and shall have specific authority as follows:

- A. A Class I application shall be processed as a ministerial action without public hearing, shall not require public notice, and shall not be subject to appeal by anyone other than the applicant or call-up, except as noted below. Pursuant to Class I procedures set forth in Section 4.035, and upon finding that a proposal is consistent with the provisions of this Code and any applicable Conditions of Approval, shall approve the following, with or without conditions:
 1. Minor site clearing and grading, prior to the approval of a Site Development Plan, provided that:
 - a. No clearing or grading occurs within the Significant Resource Overlay Zone. Clearing or grading in the Significant Resource Overlay Zone shall require, at a minimum, approval of a Class II permit through the procedures specified below;
 - b. No clearing or grading occurs within 25 feet of an area that has been identified by the City as a wetland;
 - c. Not more than three trees are proposed to be removed;
 - d. No fill or removal is proposed;
 - e. Adequate measures are utilized to control erosion and runoff from the site and that the applicant will submit a final Site Development application within seven days of submitting the minor site grading application. All grading activities require compliance with the requirements of the applicable building code and City Public Works standards.
 2. Class I Sign Permits, and Temporary Sign Permits for 30 days or less.

3. Architectural, landscape, tree removal, grading and building plans that substantially conform to the plans approved by the Development Review Board and/or City Council. The Planning Director's approval of such plans shall apply only to Development Code requirements and shall not alter the authority of the Building Official or City Engineer on these matters.
4. Building permits for single family dwellings, middle housing, and in the Village zone, row houses or apartments, meeting zoning requirements and located on lots that have been legally created. The Planning Director's approval of such plans shall apply only to Development Code requirements and shall not alter the authority of the Building Official or City Engineer on these matters.
5. Lot line adjustments, where none of the lots increase in area by 50 percent or more, subject to the standards specified in Section 4.233.
6. A temporary use permit for not more than 30 days. Permitted days may or may not be consecutive, but shall not exceed 30 days within the calendar year for which the permit was applied. Temporary use permits are subject to the following standards:
 - a. The applicant has the written permission of the property owner to use the site;
 - b. The proposed use will not create an obstruction within a sight vision clearance area that would impair the vision of motorists entering onto or passing by the property;
 - c. Adequate parking is provided;
 - d. Signs shall meet the standards of Section 4.156.09; and
 - e. The proposed use has the approval of the Fire Marshal.
7. Determination that an existing use or structure is a non-conforming use or non-conforming structure, as defined in this Code. Except, however, that the Planning Director may, in cases where there is any uncertainty as to the history of the property, choose to process such determinations through the Class II procedures below.
8. Actions taken subject to Site Development Permits which have been approved by the appropriate decision-making body of the City.
9. Final plats for condominiums, subdivisions, or partitions that are substantially the same as tentative plats approved by the City and which are submitted for review and signature prior to recordation with the appropriate county.
10. Type A tree removal permits as provided in Section 4.600.
11. Determination, based upon consultation with the City Attorney, whether a given development application is quasi-judicial or legislative. Except, however, that the Planning Director may, in cases where there is any uncertainty as to the nature of the application, choose to process such determinations through the Class II procedures below.
12. Expedited land divisions and middle housing land divisions requiring expedited review under state law. Applications for expedited land divisions and middle housing land divisions requiring expedited review under state law, as provided for in Section 4.232 of this Code and ORS Chapter 197 shall be processed without public hearing, and shall be subject to appeal through the special appeal procedures specified in Section 4.232.
 - a. Authority of Planning Director. The Planning Director shall have authority to review applications for expedited land divisions and middle housing land divisions requiring expedited review under state law and to take action approving, approving with conditions, or denying such applications, based on findings of fact.
 - b. Tentative Plat Requirements for Expedited Land Divisions and middle housing land divisions requiring expedited review under state law. Tentative plats and all other application

requirements for expedited land divisions and middle housing land divisions requiring expedited review under state law shall be the same as for other forms of land divisions, except as those requirements are specifically altered by the Oregon Revised Statutes.

- c. Administrative Relief Not Available. In taking action on an application for an expedited land division or middle housing land divisions requiring expedited review under state law, the Planning Director is not authorized to grant Variances or waivers from the requirements of the Code.
- d. Residential Areas Only. As specified in ORS 197, expedited land divisions shall only be approved in areas zoned for residential use.

13. Development approval extensions as provided in Section 4.023.

- B. A Class II application shall be processed as an administrative action, with or without a public hearing, shall require public notice, and shall be subject to appeal or call-up, as specified in Section 4.022 and noted below. Class II residential development applications shall be processed without a public hearing. Pursuant to Class II procedures set forth in Section 4.035, the Director shall approve, approve with conditions, deny, or refer the application to the Development Review Board (as applicable) for a hearing:

- 1. Minor alterations to existing buildings or site improvements of less than 25 percent of the previous floor area of a building, but not to exceed 10,000 square feet. Minor modifications to approved Architectural and Site Development Plans may also be approved, subject to the same standards.
- 2. Residential accessory buildings or structures with less than 120 square feet of floor area located within the Willamette River Greenway Boundary pursuant to Section 4.500 and subject to the flood plain development standards of Section 4.172. Approval of such accessory structures in the Greenway shall be based on all of the following findings of fact:
 - a. The building or structure is located so that the maximum amount of landscape area, open space and/or vegetation is provided between the river and the building;
 - b. Public access to the river is preserved or is provided in accordance with an approved and adopted plan; and
 - c. That the change of use, intensification of use, or development will be directed away from the river to the greatest possible degree while allowing a reasonable use of the property.
- 3. Written interpretations of the text or maps of this Code, the Comprehensive Plan or sub elements of the Comprehensive Plan, subject to appeal as provided in Section 4.022. The Planning Director may review and interpret the provisions and standards of Chapter 4 (Planning) of the Wilsonville Code upon receiving the required filing fee along with a specific written request. The Director shall publish and mail notice to affected parties and shall inform the Planning Commission and City Attorney prior to making a final written decision. The Director's letter and notice of decision shall be provided to the applicant, the Planning Commission, the City Council, and City Attorney and the notice shall clearly state that the decision may be appealed in accordance with Section 4.022 (Appeal Procedures). A log of such interpretations shall be kept in the office of the Planning Department for public review.
- 4. A permit to locate an accessory use on a lot adjacent to the site of the principal use.
- 5. Residential subdivisions, subdivisions located within the Northwest Industrial Zone ~~Coffee Creek Industrial Design Overlay District~~, and land partitions, other than expedited land divisions, pursuant to Section 4.210. Approval shall be based on all of the following findings of fact:
 - a. The applicant has made a complete submittal of materials for the Director to review, as required in Section 4.210;

- b. The proposed plan meets the requirements of the Code regarding minimum lot size and yard setbacks;
 - c. The approval will not block the orderly development of any adjoining property or access thereto;
 - d. The public right-of-way bordering the lots or parcels will meet City standards;
 - e. Any required public dedications of land have been approved for acceptance by the City and will be recorded with the County at the time of final plat approval;
 - f. Adequate easements are proposed where an existing utility line crosses or encroaches upon any other parcel to be created by the partition;
 - g. All public utilities and facilities are available or can be provided prior to the issuance of any development permit for any lot or parcel; and
 - h. Roads extended or created as a result of the land division will meet City standards.
6. Decisions on the following:
- a. Lot line adjustments, where any of the lots increase by more than 50 percent in area, subject to the provisions of Section 4.233.
 - b. Temporary use permits for periods exceeding 30 days but not more than 120 days. Permitted days may or may not be consecutive, but shall not exceed 120 days within the calendar year for which the permit was applied. Temporary use permits may allow specific activities associated with the primary use or business located on the property for up to 120 days provided that:
 - i. the property owners have given written permission;
 - ii. no structure, sign or any other object shall exceed 20 feet in height;
 - iii. adequate parking is provided in designated spaces;
 - iv. signs shall meet the standards of Section 4.156.09;
 - v. electrical and building permits are obtained as required;
 - vi. undue traffic congestion will not result and, if traffic congestion is expected, a traffic control plan is submitted along with the application that identifies the traffic control procedures that will be used;
 - vii. the activity and/or use shall not unduly interfere with motorists driving on adjacent roads and streets, including I-5; and
 - viii. public notice has been provided and the comments of interested parties have been considered in the action that has been taken;
 - ix. the proposed use will not create an obstruction within a sight vision clearance area that would impair the vision of motorists entering onto or passing by the property; and
 - x. the proposed use has the approval of the Fire Marshal.
7. Solar access permits, as specified in Section 4.137.3.
8. Class II Sign Permits.
9. Site design review, as authorized in Section 4.400 for residential development or properties located within the **Northwest Industrial (NWI) Zone**, ~~Coffee Creek Design Overlay District~~, which satisfy all applicable standards and adjustment criteria in Section 4.134.10.

10. Review of Stage I and Stage II Planned Development applications for properties located within the NWI Zone, which satisfy all applicable standards and adjustment criteria in Section 4.134.
11. Review of Stage I and Stage II Planned Development applications for residential development which satisfy all applicable standards.
- ~~12.~~ 11. Type B tree removal permits as provided in Section 4.600.
- ~~13.~~ 12. Type C tree removal permits as provided in Section 4.600 for properties located within the **Northwest Industrial Zone** ~~Coffee Creek Industrial Design Overlay District~~ or associated with applications for residential development.
- ~~14.~~ 13. Architectural and site plans, including modifications and remodels, for multi-family residential structures in residential zones with seven or more units not subject to Site Design Review, meeting clear and objective zoning, siting, and design standards, and located on lots that have previously been legally created.
- ~~15.~~ 14. **Waivers, refinements, and variances for residential development subject to the criteria in Sections 4.119, 4.125, and 4.196.**
- ~~16.~~ 15. **Zone Map Amendments that increase density for residential development.**

*****No additional changes proposed in this section*****

Section 4.110. Zoning—Zones.

(.01) The following Base Zones are established by this Code:

- A. Residential Agricultural H Holding, which shall be designated "RA-H".
- B. Residential, which shall be designated "R".
- C. Planned Development Residential, which shall be designated "PDR," and further divided into:
 - PDR-1
 - PDR-2
 - PDR-3
 - PDR-4
 - PDR-5
 - PDR-6
 - PDR-7
- D. Planned Development Commercial, which shall be designated "PDC."
- E. Planned Development Industrial, which shall be designated "PDI."
- F. Public Facility, which shall be designated "PF."
- G. Public Facility - Corrections, which shall be designated "PF-C."
- H. Village, which shall be designated "V".
- I. Residential Neighborhood, which shall be designated "RN". The RN ~~zone~~ **Zone** is a Planned Development Residential zone.
- J. Town Center, which shall be designated "TC". The TC ~~zone~~ **Zone** is a Planned Development zone.
- K. Craft Industrial (CI), which shall be designated "CI". The CI Zone is a Planned Development zone.**

L. Northwest Industrial (NWI), which shall be designated "NWI". The NWI Zone is a Planned Development zone.

- (.02) The following Overlay Zones, to be used in combination with the underlying base zones, are established by this Code.
- A. Solar-Friendly (S) overlay zone;
 - B. Screening and Buffering (SB) overlay zone; **and**
 - C. Old Town (O) overlay zone; ~~and~~
 - ~~D. Coffee Creek Industrial Design Overlay District (CCDOD).~~
- (.03) The use of any building or premises or the construction of any development shall be in conformity with the regulations set forth in this Code for each Zoning District in which it is located, except as provided in Sections 4.189 through 4.192.
- (.04) The General Regulations listed in Sections 4.150 through 4.199 shall apply to all zones unless the text indicates otherwise.
- (Ord. No. 557, 9-5-2003; Ord. No. 806, 7-17-2017; Ord. No. 812, 2-22-2018; Ord. No. 835, 6-5-2019)

*****No additional changes proposed in this section*****

Section 4.117. Standards Applying to Industrial Developments in any Zone.

- (.01) All industrial developments, uses, or activities are subject to performance standards. If not otherwise specified in the Planning and Development Code, industrial developments, uses, and activities shall be subject to the performance standards specified in Section 4. 135 (.05) (PDI Zone).
- (.01) Performance Standards. If not otherwise specified in the Planning and Development Code, all industrial developments, uses, or activities are subject to the following performance standards. These standards are intended to minimize the potential adverse impacts of industrial activities on the general public and on other land uses or activities. They are not intended to prevent conflicts between different uses or activities that may occur on the same property or site.**
- A. All uses and operations except storage, off-street parking, loading and unloading shall be confined, contained, and conducted wholly within completely enclosed buildings, unless outdoor activities have been approved as part of Stage II, Site Design Review, or Administrative Review.**
 - B. Vibration. Every use shall be so operated that the ground vibration inherently and recurrently generated from equipment other than vehicles is not perceptible without instruments at any boundary line of the property or site on which the use is located.**
 - C. Emission of odorous gases or other odorous matter in quantities detectable at any time and at any point on any boundary line of the property or site on which the use is located are prohibited.**
 - D. Any open storage shall comply with the provisions of Section 4.176, and this Section.**
 - E. No building customarily used for night operation, such as a baker, bottling and distribution plant or other similar use, shall have any opening, other than stationary windows or required fire exits, within 100 feet of any residential district and any space used for loading or unloading commercial vehicles in connection with such an operation shall not be within 100 feet of any residential district.**
 - F. Heat and Glare:**
 - 1. Operations producing heat or glare shall be conducted entirely within an enclosed building.**
 - 2. Exterior lighting on private property shall be screened, baffled, or otherwise directed away from adjacent residential properties. This is not intended to apply to street lighting.**

G. *Dangerous Substances. Any use which involves the presence, storage or handling of any explosive, nuclear waste product, or any other substance in a manner which would cause a health or safety hazard for any adjacent land use or site shall be prohibited.*

H. *Liquid and Solid Wastes:*

1. *Any storage of wastes which would attract insects or rodents or otherwise create a health hazard shall be prohibited.*
2. *Waste products which are stored outside shall be concealed from view from any property line by a sight-obscuring fence or planting as required in Section 4.176.*
3. *No connection with any public sewer or public stormwater system shall be made or maintained in violation of applicable City or State standards.*
4. *No wastes conveyed shall be allowed to or permitted, caused to enter, or allowed to flow into any public sewer or public stormwater system in violation of applicable City or State standards.*
5. *All drainage permitted to discharge into a street gutter, caused to enter or allowed to flow into any pond, lake, stream, or other natural water course shall be limited to surface waters or waters having similar characteristics as determined by the City, County, and State Department of Environmental Quality.*
6. *All operations shall be conducted in conformance with the City's standards and ordinances applying to sanitary public sewer and stormwater sewer discharges.*

I. *Noise. Noise generated by the use, with the exception of traffic noises from automobiles, trucks, and trains, shall not violate any applicable standards adopted by the Oregon Department of Environmental Quality and W.C. 6.204 governing noise control in the same or similar locations.*

J. *Electrical Disturbances. Except for electrical facilities wherein the City is pre-empted by other governmental entities, electrical disturbances generated by uses within the PDI zone which interfere with the normal operation of equipment or instruments within the PDI Zone are prohibited. Electrical disturbances which routinely cause interference with normal activity in abutting residential use areas are also prohibited.*

K. *Discharge Standards. There shall be no emission of smoke, fallout, fly ash, dust, vapor, gases, or other forms of air pollution that may cause a nuisance or injury to human, plant, or animal life, or to property. Plans of construction and operation shall be subject to the recommendations and regulations of the State Department of Environmental Quality. All measurements of air pollution shall be by the procedures and with equipment approved by the State Department of Environmental Quality or equivalent and acceptable methods of measurement approved by the City. Persons responsible for a suspected source of air pollution upon the request of the City shall provide quantitative and qualitative information regarding the discharge that will adequately and accurately describe operation conditions.*

L. *Open burning is prohibited.*

M. *Material Outdoor Storage:*

1. *Outdoor ~~material~~ storage must be maintained in an orderly manner at all times.*
2. *Outdoor storage area shall be gravel surface or better and shall be suitable for the materials being handled and stored. If a gravel surface is not sufficient to meet the performance standards for the use, the area shall be suitably paved.*
3. *Any open storage that would otherwise be visible at the property line shall be concealed from view at the abutting property line by a sight obscuring fence or planting not less than six feet in height.*

N. *Landscaping:*

1. Unused property, or property designated for expansion or other future use, shall be landscaped and maintained as approved by the Development Review Board. Landscaping for unused property disturbed during construction shall include such things as plantings of ornamental shrubs, lawns, native plants, and mowed, seeded fieldgrass.
2. Contiguous unused areas of undisturbed fieldgrass may be maintained in their existing state. Large stands of invasive weeds such as Himalayan blackberries, English ivy, cherry Laurel, reed canary grass or other identified invasive plants shall be removed and/or mowed at least annually to reduce fire hazard. These unused areas, located within a phased development project or a future expansion, cannot be included in the area calculated to meet the landscape requirements for the initial phase(s) of the development.
3. Unused property shall not be left with disturbed soils that are subject to siltation and erosion. Any disturbed soil shall be seeded for complete erosion cover germination and shall be subject to applicable erosion control standards.

****No additional changes proposed in this section****

Section 4.130 CI—Craft Industrial Zone.

- (.01) Purpose. The purpose of the Craft Industrial (CI) Zone is to support a diverse range of small-scale industrial and creative enterprises such as incubators, craft and artisan studios, innovation hubs, and maker spaces. It may also include limited residential and commercial uses accessory to the typically permitted uses that serve as a transition to and support more intense urban uses nearby.**
- (.02) The CI Zone is a Planned Development Zone, subject to applicable Planned Development regulations (see Sections 4.118 and 4.140). Where conflicts occur between these standards and other Development Code regulations or other ordinances, the provisions of this Section shall apply.**
- (.03) Uses that are typically permitted:**
- A. Home Businesses that include any of the uses listed below.
 - B. Business-Integrated Dwelling Units (BIDU) and Live-Work Dwelling Units (LWDU).
 - C. Studios and Creative Workspaces.
 - D. Artisan Food and Beverage Production and Food-Related Businesses, with or without accessory on-site tasting rooms or eateries subject to the limitations for Retail and Service Commercial Uses of Subsection 4.130.
 - E. Craft and Specialty Manufacturing, including the processing, packaging, and/or assembly of artisan goods and handcrafted items.
 - F. Custom Fabrication and Printing Services, including sign fabrication.
 - G. Small-scale Light Manufacturing and Assembly of small machinery and appliances, micro-mobility vehicles, precision tools, or other electrical or mechanical items.
 - H. Industrial Office and Laboratory Uses, including research, development, testing, or product training and support.
 - I. Repair, Finishing, and Testing Services of products manufactured or assembled within the zone.
 - J. Service Commercial and Professional Services uses shall not exceed 5,000 square feet of floor space in a single building or 20,000 square feet of combined floor area within a multiple building development.
 - K. Retail and Service Commercial Uses, limited to 5,000 square feet of indoor and outdoor sales, service or inventory storage area.

L. Accessory Uses, including buildings and structures customarily incidental and subordinate to any permitted use.

M. Other Similar Uses, as determined by the Planning Director to be consistent with the purpose of the CI Zone.

(.04) Performance Standards. The performance standards of Section 4.117(.01) apply to all industrial properties and sites within the CI Zone, and are intended to minimize the potential adverse impacts of industrial activities on the general public and on other land uses or activities. They are not intended to prevent conflicts between different uses or activities that may occur on the same property or site.

(.05) Design and Development Standards:

A. The standards of Section 4.134(.11), Development Standards Table, excepting the front yard setback provisions, for properties with frontage on SW Boones Ferry Road located north of SW Day Road, where the setback standards of Section 4.130(08) shall apply; or

B. The standards of the PDC zone, Section 4.131(.03), for all other properties.

(.07) Block and access standards. The CI zone shall be subject to:

A. The block and access standards of Section 4.134(.10), Development Standards Table, for properties with frontage on SW Boones Ferry Road located north of SW Day Road; or

B. The block and access standards of the PDC zone, Section 4.131(.03), for all other properties.

(.08) Other Standards:

A. Minimum Individual Lot Size. No limit save and except as shall be consistent with the other provisions of this Code (e.g., landscaping, parking, etc.).

B. Maximum Lot Coverage. No limit save and except as shall be consistent with the other provisions of this Code (e.g., landscaping, parking, etc.).

C. Minimum Front Yard Setback. None required except when front yard abuts a more restrictive district, in which case the front yard setback shall be a minimum of half the same and a maximum of the same as the abutting district. Except as otherwise provided for properties with frontage on SW Boones Ferry Road located north of SW Day Road, structures on corner or through lots shall observe the minimum front yard setback on both streets. Setbacks shall also be maintained from the planned rights-of-way shown on any adopted City Transportation System Plan (TSP).

D. Minimum Rear and Side Yard Setback. None required except when rear and side yards abut a more restrictive district, in which case setbacks shall be the same as the abutting district. Except as otherwise provided for properties with frontage on SW Boones Ferry Road located north of SW Day Road, structures on corner or through lots shall observe the minimum rear and side yard setbacks on both streets. Setbacks shall also be maintained from the planned rights-of-way shown on any adopted City TSP.

E. No setback is required when side or rear yards abut a railroad siding.

F. Corner Vision. Corner lots shall have no sight obstruction to exceed the vision clearance standards of Section 4.177.

****No additional changes proposed in this section****

Section 4.134. ~~Coffee Creek Industrial Design Overlay District~~ Northwest Industrial (NWI) Zone.

(.01) *Purpose.* The Coffee Creek Industrial Design Overlay District (Coffee Creek DOD) is an overlay district within the Planned Development Industrial—Regionally Significant Industrial Area (RSIA) Zone ~~Section 4.135.5.~~ The purpose of this Coffee Creek DOD ~~the Northwest Industrial (NWI) Zone~~ is to implement the Coffee Creek Industrial Area Master Plan (2007) and Basalt Creek Master Plan (2026) by establishing standards for street design and connectivity, site design and circulation, building form, and building architecture and landscape for all development located within the master planned areas. These standards are intended to result in:

- A. An industrial district featuring cohesive and high-quality site, landscape, and building design that is well integrated with adjacent streetscapes and other public spaces.
- B. A multi-modal transportation network accommodating pedestrians, bicyclists, transit riders, motorists, and freight in the context of a modern industrial district.
- C. Preservation of trees and natural features.
- D. Minimization of adverse impacts to adjacent properties from development that detracts from the character and appearance of the area.
- E. Minimization of the off-site visibility of vehicular parking, circulation and loading areas.
- F. Creation of a pleasant and functional industrial district for employees and visitors.
- G. A predictable and timely process for reviewing industrial development applications.

(.02) *Applicability.* The Coffee Creek DOD shall apply to all properties within the Coffee Creek Industrial Area Master Plan as shown in the Regulating Plan (Figure CC-1). The provisions of this section shall apply to: The NWI Zone shall apply to all properties within the Coffee Creek Industrial Area Master Plan and Basalt Creek Master Plan areas as shown in the Regulating Plan (Figure NWI-2).

- A. All new building construction.
- B. Any exterior modifications to or expansions of existing, non-residential buildings, ~~subject to Section 4.134(.03).~~
- C. All development of site improvements, including but not limited to, new paved parking lots, outdoor storage, display areas, signs, and landscaping.
- D. ~~All building expansions greater than 1,250 square feet.~~

(.03) *Subdistricts.* The NWI Zone includes four subdistricts (Figure NWI-1): ~~Exceptions.~~ This section does not apply to the following:

- A. ~~Maintenance of the exterior of an existing industrial/employment structure, such as painting to an approved color palette, reroofing, or residing with the same or similar materials.~~
- B. ~~Interior remodeling.~~
- C. ~~Maintenance of existing dwellings and accessory buildings.~~
- D. ~~Maintenance of agricultural buildings.~~
- A. Coffee Creek. Properties in the Coffee Creek Master Plan area located south of SW Day Road.
- B. High-Tech Employment. Properties located in the Basalt Creek Master Plan area north of SW Day Road south of the Light Industrial subdistrict, and east of SW Boones Ferry Road.
- C. Light Industrial. Properties located in the Basalt Creek Master Plan area north of SW Clay Street west of SW Grahams Ferry Road, and north of the High-Tech Employment subdistrict east of SW Grahams

Ferry Road to the western boundary of properties along Boones Ferry Road in the Craft Industrial (CI) Zone.

- D. West Railroad. Properties located in the Basalt Creek Master Plan area west of the Portland and Western Railroad tracks and south of Tonquin Road and the Basalt Creek Parkway.**

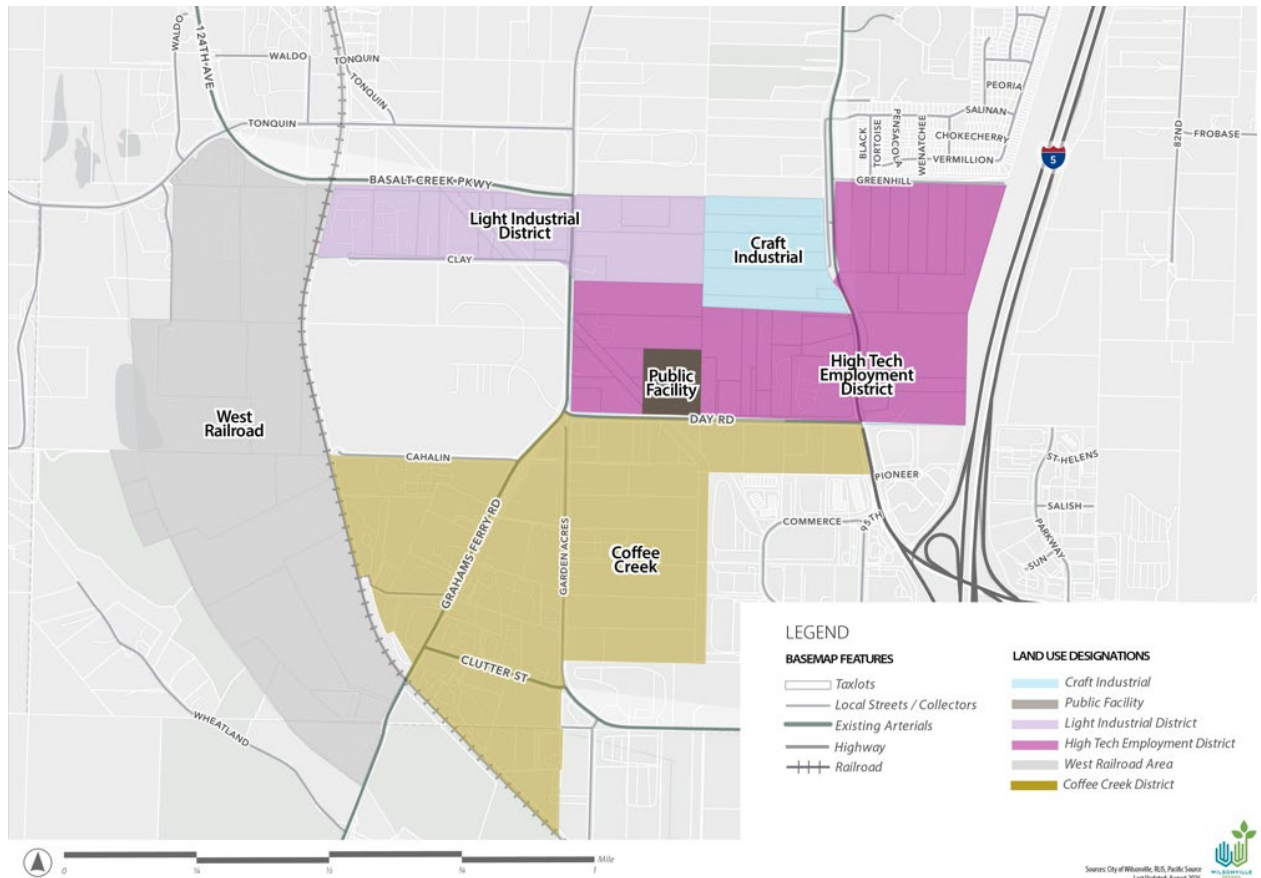


Figure ~~CC-1~~ **NWI-1**. Subdistricts

(.04) *Uses that are Allowed:* ~~The uses permitted shall be governed by Section 4.135.5(.03).~~

<u>Table NWI-1. Allowed Uses</u>				
<u>Abbreviations:</u> <u>A</u> <u>Allowed</u> <u>R</u> <u>Allowed with Restrictions</u> <u>C</u> <u>Conditional</u> <u>P</u> <u>Prohibited</u>				
<u>Subdistricts:</u>	<u>Coffee Creek Subdistrict</u>	<u>High-Tech Employment Subdistrict</u>	<u>Light Industrial Subdistrict</u>	<u>West Railroad Subdistrict</u>
<u>See Figure NWI-1</u>	<u>Properties in the Coffee Creek Master Plan area located south of SW Day Road</u>	<u>North of SW Day Road, south of the Light Industrial subdistrict, and east of SW Boones Ferry Road</u>	<u>North of SW Clay Street, west of SW Grahams Ferry Road, and north of the High-Tech Employment subdistrict east of SW Grahams Ferry Road to the western boundary of the Craft Industrial (CI) Zone</u>	<u>West of the Portland and Western Railroad tracks and south of Tonquin Road and the Basalt Creek Parkway.</u>
<u>Use</u>	<u>Coffee Creek Subdistrict</u>	<u>High-Tech Employment Subdistrict</u>	<u>Light Industrial Subdistrict</u>	<u>West Railroad Subdistrict</u>
<u>Manufacturing, Processing, Assembly, and Packaging of products.</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Fabrication.</u>	<u>P</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Repair, Finishing, and Testing of products manufactured or fabricated within the zone.</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Research and Development.</u>	<u>R</u> <u>No single building on a site dedicated to this use may be less than 75,000 square feet in size. This use is also allowed as an accessory use to a primary use without the same minimum size requirement.</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Laboratories.</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Residential Hospital:</u> <u>A live-in healthcare facility where patients stay full-time to receive medical care, or similar hospital uses, where daily trips to and from the facility are almost entirely caused by employees.</u>	<u>C</u>	<u>C</u>	<u>A</u>	<u>A</u>
<u>Warehousing and Distribution, except Direct to Consumer (DTC) E-commerce Fulfillment or Logistics.</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Direct-to-Consumer (DTC) E-commerce Fulfillment or Logistics.</u>	<u>P</u>	<u>P</u>	<u>R</u> <u>On-site customers limited to 5% of trips. No more than 5,000 square feet may be dedicated to daily consumer pick-up including the area dedicated to inventory storage for customer pick-up. No in-store shopping. No grocery or fresh goods. No single building on a site may exceed 150,000 square feet in size. Any delivery vehicles, including light-duty vehicles, shall be kept in a screened storage area.</u>	<u>R</u> <u>On-site customers limited to 5% of trips. No more than 5,000 square feet may be dedicated to daily consumer pick-up including the area dedicated to inventory storage for customer pick-up. No in-store shopping. No grocery or fresh goods. No single building on a site may exceed 150,000 square feet in size. Any delivery vehicles, including light-duty vehicles, shall be kept in a screened storage area.</u>
<u>Industrial Services.</u>	<u>P</u>	<u>P</u>	<u>A</u>	<u>A</u>
<u>Motor Vehicle Services, or other services complementary or incidental to primary uses, and which support the primary uses by allowing more efficient or cost-effective operations.</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>

<u>Use</u>	<u>Coffee Creek Subdistrict</u>	<u>High-Tech Employment Subdistrict</u>	<u>Light Industrial Subdistrict</u>	<u>West Railroad Subdistrict</u>
<u>Specialty Automotive Services.</u>	<u>P</u>	<u>P</u>	<u>R</u> <u>Limited to processing that generally takes more than 48 hours and customer interaction area of not more than 5,000 square feet.</u> <u>Does not include typical maintenance or mechanical repair of light-duty vehicles done at quick lube, auto mechanics, or similar commercial service facilities catering to motor vehicles.</u> <u>All equipment or vehicles being processed and waiting for processing or pickup shall be kept inside a building or in screened storage areas.</u>	<u>R</u> <u>Limited to processing that generally takes more than 48 hours and customer interaction area of not more than 5,000 square feet.</u> <u>Does not include typical maintenance or mechanical repair of light-duty vehicles done at quick lube, auto mechanics, or similar commercial service facilities catering to motor vehicles.</u> <u>All equipment or vehicles being processed and waiting for processing or pickup shall be kept inside a building or in screened storage areas.</u>
<u>Corporate Headquarters.</u>	<u>R</u> <u>Must have more than 20 employees.</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Office Complex-Technology, other than Call Center or Data Center.</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Call Center.</u>	<u>R</u> <u>Must have more than 20 employees.</u>	<u>R</u> <u>Must have more than 20 employees.</u>	<u>A</u>	<u>A</u>
<u>Data Center.</u>	<u>R</u> <u>Only allowed as an accessory use and limited to maximum of 25,000 square feet on a site.</u>	<u>R</u> <u>Only allowed as an accessory use and limited to maximum of 25,000 square feet on a site.</u>	<u>R</u> <u>Only allowed as an accessory use and limited to maximum of 25,000 square feet on a site.</u>	<u>R</u> <u>Only allowed as an accessory use and limited to maximum of 25,000 square feet on a site.</u>
<u>Training Facilities and Vocational Schools providing education to meet industrial workforce needs.</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Public Facilities.</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Residential use.</u>	<u>R</u> <u>Shall not exceed 10 percent of total floor area.</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Accessory Uses, Buildings and Structures customarily incidental to any permitted use.</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Temporary Buildings or Structures for uses incidental to construction work.</u>	<u>R</u> <u>Structures shall be removed within 30 days of completion or abandonment of construction work.</u>	<u>R</u> <u>Structures shall be removed within 30 days of completion or abandonment of construction work.</u>	<u>R</u> <u>Structures shall be removed within 30 days of completion or abandonment of construction work.</u>	<u>R</u> <u>Structures shall be removed within 30 days of completion or abandonment of construction work.</u>
<u>Expansion of a Building, Structure or Use approved prior to October 25, 2004 of up to 20 percent additional floor area and/or ten percent additional land area.</u>	<u>A</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Similar Uses to those listed as typically allowed.</u>	<u>R</u> <u>Must be substantially similar as determined by the Planning Director and meet any restrictions of similar uses.</u>	<u>R</u> <u>Must be substantially similar as determined by the Planning Director and meet any restrictions of similar uses.</u>	<u>R</u> <u>Must be substantially similar as determined by the Planning Director and meet any restrictions of similar uses.</u>	<u>R</u> <u>Must be substantially similar as determined by the Planning Director and meet any restrictions of similar uses.</u>
<u>Any use allowed in the PDC Zone or any other light industrial uses provided that any such use is compatible with industrial use, planned and developed in a manner consistent with the purposes and objectives of Section 4.130 to 4.140, and subject to the following criteria:</u>				
<u>Professional Office accessory to and occupying a smaller square footage than the primary use.</u>	<u>R</u> <u>Not to exceed 20 percent of total floor area within a site.</u>	<u>R</u> <u>Not to exceed 30 percent of total floor area within a site.</u>	<u>R</u> <u>Not to exceed 30 percent of total floor area within a site.</u>	<u>R</u> <u>Not to exceed 30 percent of total floor area within a site.</u>
<u>Professional Services or Service Commercial with regular customers (daily or more than 3 per week) including small medical/dental offices.</u>	<u>R</u> <u>Not to exceed 3,000 square feet of floor area in a single building, or 20,000 square feet of combined floor area within a multi-building development.</u>	<u>R</u> <u>Not to exceed 5,000 square feet of floor area in a single building, or 20,000 square feet of combined floor area within a multi-building development.</u>	<u>R</u> <u>Not to exceed 5,000 square feet of floor area in a single building, or 20,000 square feet of combined floor area within a multi-building development.</u>	<u>R</u> <u>Not to exceed 5,000 square feet of floor area in a single building, or 20,000 square feet of combined floor area within a multi-building development.</u>

<u>Use</u>	<u>Coffee Creek Subdistrict</u>	<u>High-Tech Employment Subdistrict</u>	<u>Light Industrial Subdistrict</u>	<u>West Railroad Subdistrict</u>
<u>Retail use including indoor and outdoor sales, service or inventory storage area</u>	<u>$\bar{R}$ Not to exceed 3,000 square feet of floor area in a single building, or 20,000 square feet of combined floor area within a multi-building development.</u>	<u>$\bar{R}$ Not to exceed 5,000 square feet of floor area in a single building, or 20,000 square feet of combined floor area within a multi-building development.</u>	<u>$\bar{R}$ Not to exceed 5,000 square feet of floor area in a single building, or 20,000 square feet of combined floor area within a multi-building development.</u>	<u>$\bar{R}$ Not to exceed 5,000 square feet of floor area in a single building, or 20,000 square feet of combined floor area within a multi-building development.</u>
<u>Combined Professional Services, Service Commercial, and Retail uses including indoor and outdoor sales, service or inventory storage area</u>	<u>$\bar{R}$ Not to exceed 3,000 square feet of floor area in a single building, or 20,000 square feet of combined floor area within a multi-building development.</u>	<u>$\bar{R}$ Not to exceed 5,000 square feet of floor area in a single building, or 20,000 square feet of combined floor area within a multi-building development.</u>	<u>$\bar{R}$ Not to exceed 5,000 square feet of floor area in a single building, or 20,000 square feet of combined floor area within a multi-building development.</u>	<u>$\bar{R}$ Not to exceed 5,000 square feet of floor area in a single building, or 20,000 square feet of combined floor area within a multi-building development.</u>

(.05) *Prohibited Uses*: The uses prohibited shall be governed **by Table NWI-1** and **Section 4.135.5(.04)**.

(.06) ~~Overview of Coffee Creek DOD Standards:~~ **Overview of Northwest Industrial Zone Standards:**

- A. *Section 4.134(.09) Regulating Plan*. The Regulating Plan organizes all existing and future streets, drives, and shared-use paths within the ~~Coffee Creek Industrial Area~~ **NWI Zone** into a hierarchy of Addressing Streets, Supporting Streets and Through Connections.
- B. *Section 4.134(.10) Connectivity Standards*:
 - 1. New Supporting Streets and Through Connections are required within the ~~Coffee Creek DOD~~ **NWI Zone** to meet Connectivity Requirements as shown on Figure ~~CC-4~~ **NWI-5**.
 - 2. The Street Types specify the cross sections for each of the street and shared-use path types within the Regulating Plan. These cross section specifications apply to both existing and proposed new streets. A range of cross sections for Supporting Streets and Through Connections is permitted and detailed in Figures ~~CC-2 and CC-3~~ **NWI-3 and NWI-4**.
- C. *Section 4.134(.11) Development Standards Table*:
 - 1. The Development Standards Table provides an overview of all applicable development standards. The development standards for any given parcel are determined by the existing or future street or shared-use path type on which the parcel fronts, as detailed in Table ~~CC-1~~ **NWI-2**.
 - 2. Areas bounded by new Supporting Streets and Through Connections are designated as Parcels and are required to comply with Development Standards governing site design, building orientation and frontage. The development standards for site design, building façade and landscape design are intended to work in tandem with the street types to create a cohesive and unified public realm.
 - 3. Adjustments to Development Standards may be granted by the Planning Director for quantifiable provisions, as noted in Tables ~~CC-1 through CC-4~~ **NWI-2 through NWI-5**, if the Planning Director finds that the adjusted Development Standard will perform as well as the Development Standard.
- D. ~~Coffee Creek DOD Pattern Book~~ **NWI Zone Pattern Book**. ~~The Coffee Creek DOD Pattern Book~~ **The NWI Zone Pattern Book** provides supplemental design guidelines, which are intended to allow more flexibility in design than the Development Standards while satisfying the purpose of the ~~Coffee Creek DOD~~ **NWI Zone**.

(.07) *Review Process*. Development applications shall follow the application review process described in:

- A. *Section 4.197 Zone Changes and Amendments*.
- ~~B. Section 4.198 Comprehensive Plan Changes.~~
- ~~CB.~~ *Section 4.700 Annexation and Urban Growth Boundary Amendments*.
- ~~DC.~~ *Section 4.140 Planned Development Regulations*.

(.08) *Waivers*. The Development Review Board may waive standards as listed in Section 4.134(.11), consistent with the provisions of Section 4.119.

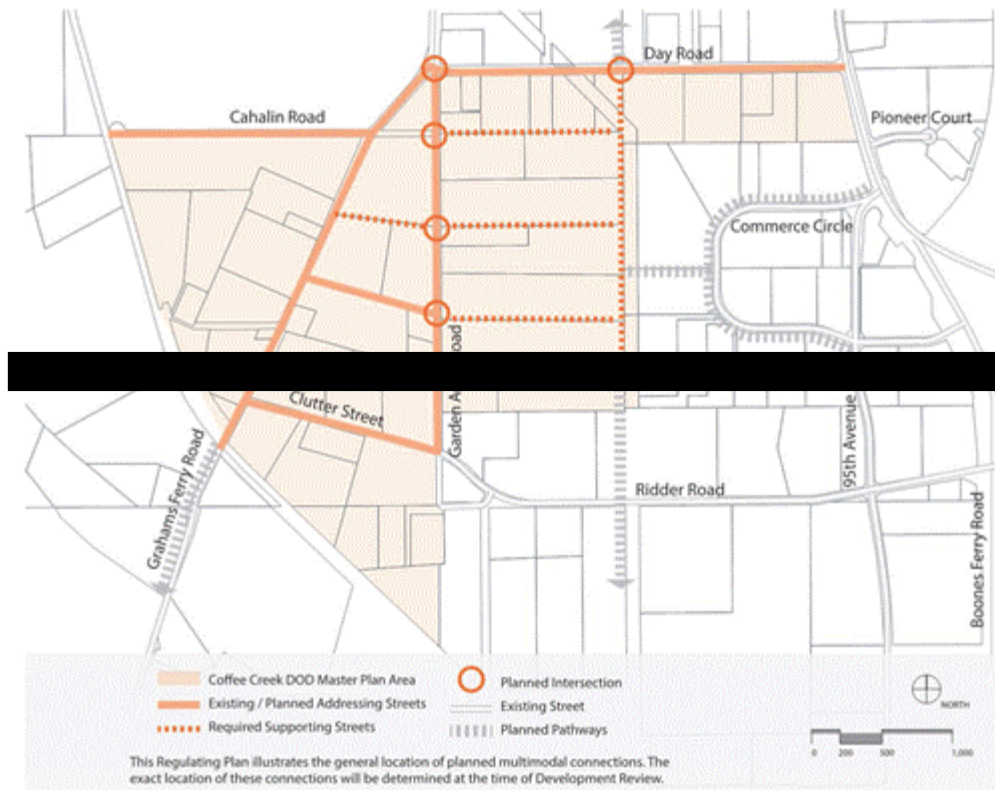
- A. The following standards shall not be waived, unless there is substantial evidence in the whole record to support a finding that the intent and purpose of the standards will be met in alternative ways:
 - 1. Required minimum building height as provided in Section 4.134(.11) Table ~~CC-4~~ **NWI-5**;
 - 2. Parking location and design along Addressing Streets in Section 4.134(.11) Table ~~CC-3~~ **NWI-4**; and
 - 3. Parcel pedestrian access as listed in Section 4.134(.11) Table ~~CC-3~~ **NWI-4**.

- B. In addition to meeting the purposes and objectives of Section 4.140, any waivers granted in the NWI Zone must be found to be consistent with the intent of the ~~Coffee Creek DOD~~ **NWI Zone** Pattern Book.

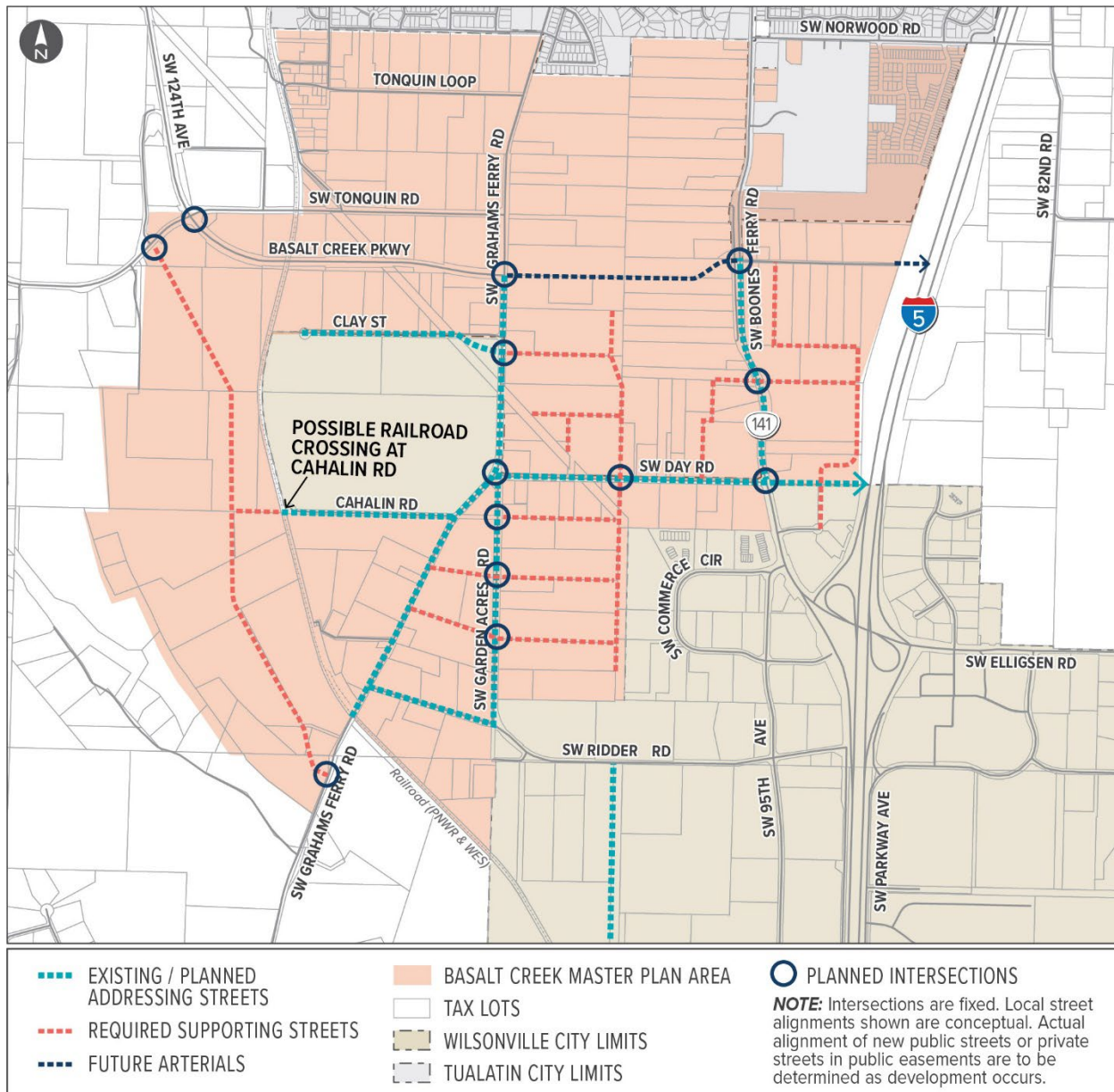
(.09) ~~Coffee Creek DOD~~ **NWI Zone** Regulating Plan, Figure CC-1 **NWI-2**:

A. Components of the Regulating Plan Map:

1. **Addressing Streets.** Existing and planned streets within the Regulating Plan Area are called Addressing Streets and include ***Boones Ferry Road***, Cahalin Road, ***Clay Street***, Day Road, Clutter Street, Grahams Ferry Road, ***and*** Garden Acres Road, ***and "Future" Street***. ***For the purposes of this Subsection, the Basalt Creek Parkway and SW Greenhill Lane are existing or planned streets, but not Addressing Streets as referred to in Tables NWI-2 through NWI-5.***
2. **Overlay District.** Land area identified within the Coffee Creek DOD on Figure CC-1 is subject to additional Connectivity Standards as detailed in Figure CC-4 and Table CC-1. **Regulating Plan Area. Land area identified within the NWI Zone on Figure NWI-2 is subject to additional Connectivity Standards as detailed in Figure NWI-5 and Table NWI-2.**

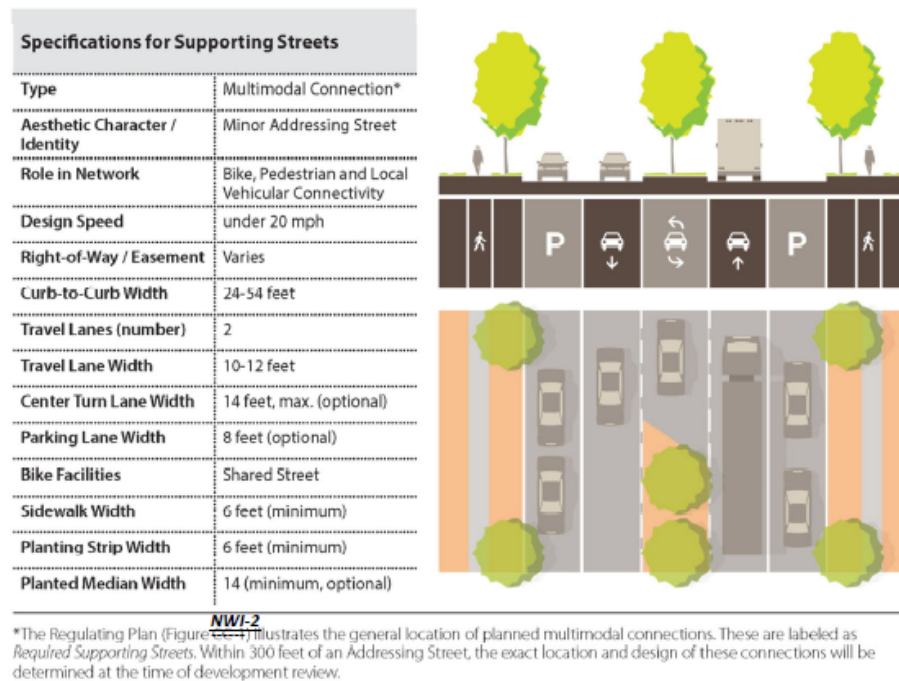


~~Figure CC-1~~ Regulating Plan

Figure CC-1 **NWI-2.** Regulating Plan(.10) Coffee Creek Connectivity Standards: **NWI Zone Connectivity Standards:**

- A. **Street Types, Figure CC-1 NWI-2.** Within the land area bounded by Addressing Streets, connectivity shall be provided through new streets or private drives and shared use paths. The location, alignment, and cross-section of required streets or private drives and shared-use paths is flexible, as long as they comply with spacing and minimum cross-section standards. New connections may be one of the following types:
1. **Supporting Streets.** Supporting Streets are new public streets or private streets in public easements. They shall meet the development standards set out in Figure CC-2 **NWI-3.**

- a. A Required Supporting Street is one that intersects with an Addressing Street as shown on Figure ~~CC-4~~ **NWI-2**. The exact location and design of these connections will be determined at the time of development review.
 - b. Planned Intersections are locations where Existing and Planned Addressing Streets intersect with required Supporting Streets and Planned Pathways, as generally shown in Figure ~~CC-4~~ **NWI-2**.
2. **Through Connections.** Through Connections are new public streets or private streets in public easements with multi-use paths, or streets or public easements that combine characteristics of streets and multi-use paths. They shall meet the Development Standards set out in Figure ~~CC-3~~ **NWI-4**.
- B. Planned Pathways are multi-use paths or pedestrian connections that are planned in the Transportation Systems Plan to occur in the location generally shown in Figure ~~CC-4~~ **NWI-2**. A Planned Pathway may be employed to meet required connectivity, if it complies with Through Connection Standards for Connection Spacing and Connection Type, see Figure ~~CC-6~~ **NWI-4**.
- C. **Maximum Connection Spacing:**
1. Addressing Streets. When intersecting with an Addressing Street, new Supporting Streets and Through Connections shall meet maximum spacing standards as set out in Table ~~CC-4~~ **NWI-2**.
 2. Internal Supporting Streets and Through Connections. See Figures ~~CC-4~~ and Table ~~CC-1~~ **NWI-3 and NWI-4 and Table NWI-2**.
- D. **Required Connectivity Master Plan.** Connectivity Master Plans are required for all development within the ~~Coffee Creek DOD~~ **NWI Zone**. Development proposals shall show conceptually how the Connectivity Requirements will be met. In addition, the Connectivity Master Plan should generally indicate how parking, driveways, walkways, waysides, etc., will relate or connect to adjacent parcels.

Figure ~~CC-2~~ **NWI-3** – Supporting Streets Standards

Specifications for Through Connections	
Type	Local Street
Aesthetic Character / Identity	
Role in Network	Bike, Pedestrian, Local Vehicular Connectivity
Design Speed	under 20 mph
Right-of-Way / Easement	Varies
Curb-to-Curb Width	Varies
Travel Lanes (number)	Optional
Travel Lane Width	12 feet (maximum)
Center Turn Lane Width	NA
Parking Lane Width	8-30 feet (optional; head-in, diagonal or parallel parking, or a combination, permitted.)
Bike Facilities	Shared Street or Shared-Use Path
Sidewalk Width	5 feet (minimum) each side or 10 feet (minimum) one side or 10 feet (minimum) no travel lane
Planting Strip Width	6 feet (minimum)
Planted Median Width	NA

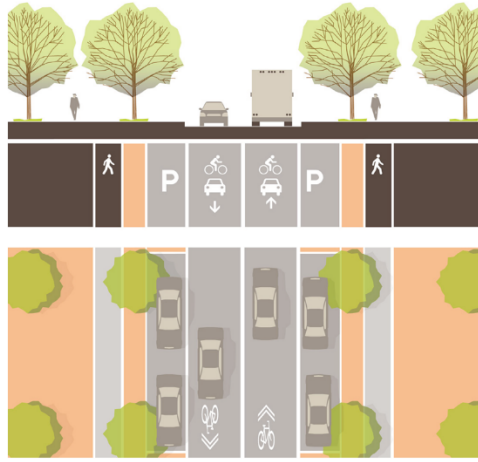


Figure 66-3 **NWI-4** – Through Connections Standards

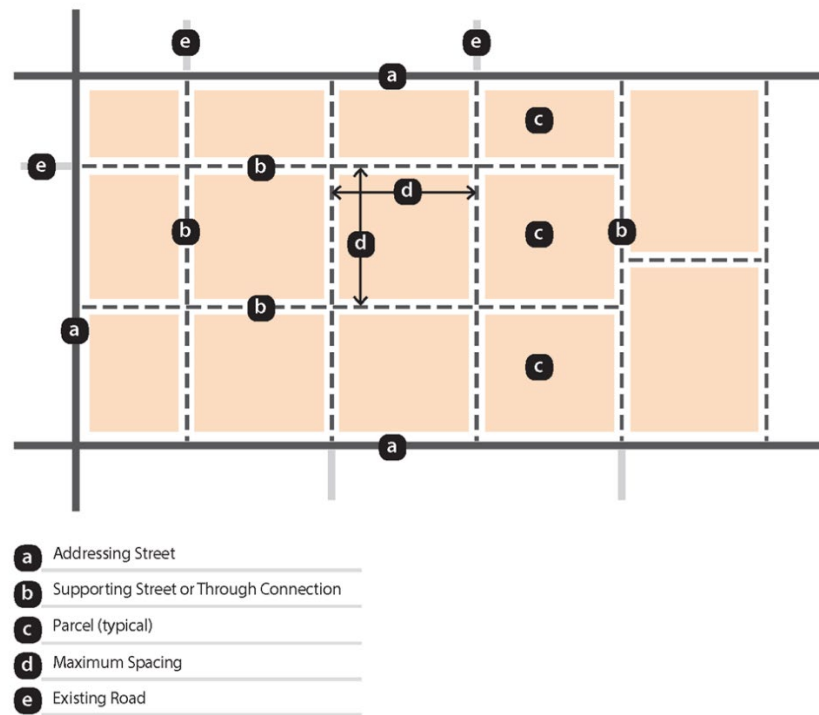
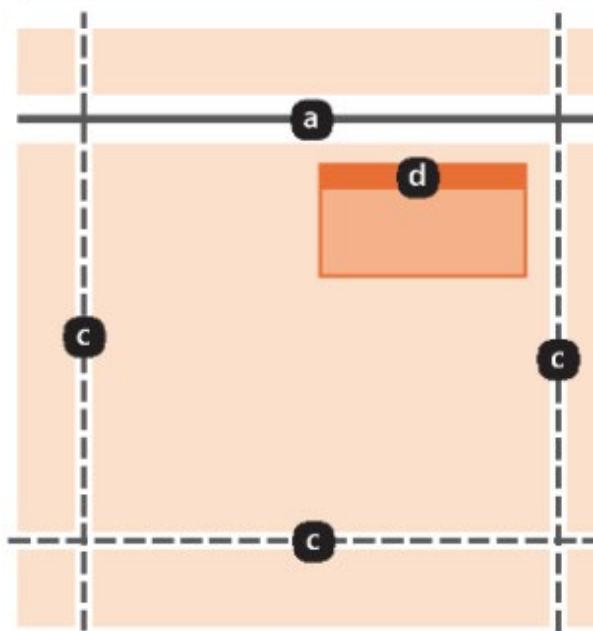


Figure CC-4 **NWI-5** – Connectivity Standards

- (.11) *Development Standards Table*. Areas bounded by Addressing Streets, Supporting Streets and Through Connections shall be designated as a Parcel and subject to the Development Standards in Tables CC-1 through CC-4 **NWI-2 through NWI-5**.

Table CC-1 NWI-2 : Street Design and Connectivity			
	Addressing Streets	Supporting Streets	Through Connections
General	Development Standards within this table are not adjustable.		
Connection Spacing	Not applicable, Addressing Streets exist or are planned	600 feet, maximum, centerline to centerline. Supporting Streets and Through Connections shall intersect with Garden Acres Road, <u>Boones Ferry Road, and Grahams Ferry Road Addressing Streets</u> as shown on Figure CC-1 NWI-2 , Regulating Plan; or if the Addressing Street is Day Road, no less than 1,000 feet apart, centerline to centerline.	
Connection Type	Addressing Streets are Day Road, Grahams Ferry Road, <u>Boones Ferry Road, Cahalin Road, Clay Street, Garden Acres Road, and Clutter Street, and "Future" Street.</u>	Supporting Streets are those meeting Specifications, Figure CC-2 NWI-3 . A Required Supporting Street is one that intersects with an Addressing Street. The exact location and design of these connections will be determined at the time of development review.	Through Connections are those meeting Specifications, Figure CC-3 NWI-4 . Through Connections may be multimodal or used exclusively for bicycle and pedestrian access.
Connection Hierarchy and Primary Frontage	If one of the streets or connections bounding a parcel is an Addressing Street, the Addressing Street shall be the Primary Frontage. If none of the bounding streets or connections is an Addressing Street, a Supporting Street shall be the Primary Frontage. See Figure CC-5 NWI-6 .		

Parcel with Addressing Street Frontage



Parcel without Addressing Street Frontage

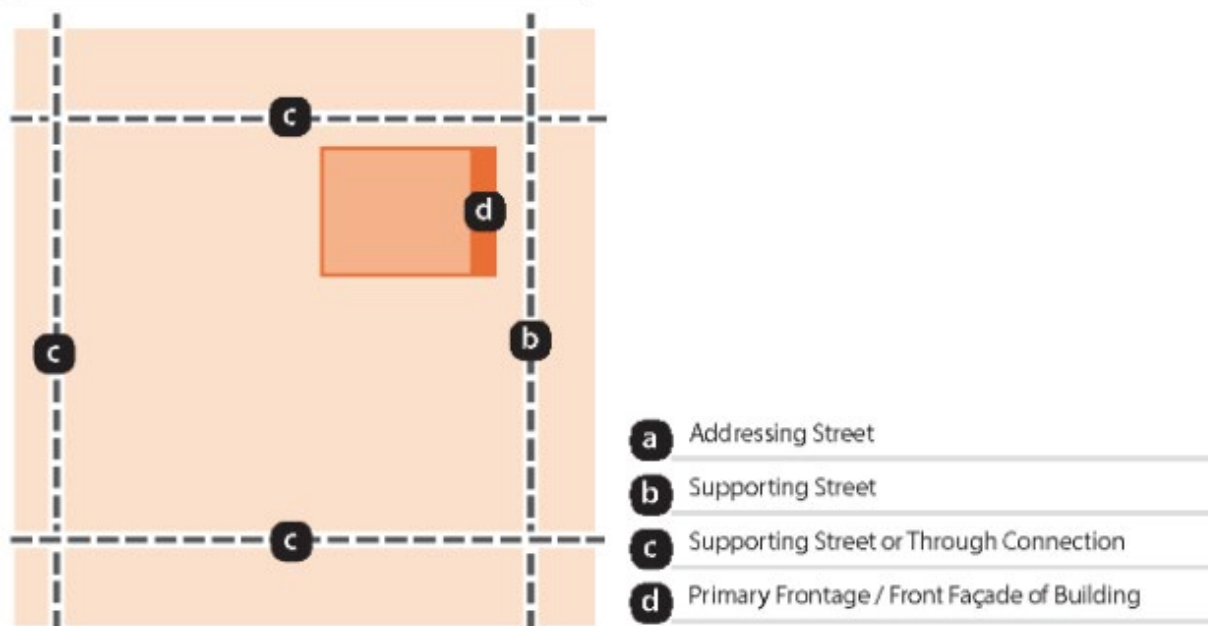
Figure CC-5 **NWI-6** – Connection Hierarchy and Primary Frontage

Table CC-2 NWI-3: District-Wide Planning and Landscaping

	Addressing Streets	Supporting Streets	Through Connections
General	The following provisions apply: • Section 4.176 for landscaping standards • Section 4.610.10 for tree removal, relocation or replacement. • Section 4.610.10(.01)C. for consideration of development alternatives to preserve wooded areas & trees.		

Table CC-3 NWI-4: Site Design

	Addressing Streets	Supporting Streets	Through Connections
1. Parcel Access			
General	Unless noted otherwise below, the following provisions apply: • Section 4.177(.02) for street design; • Section 4.177(.03) to (.10) for sidewalks, bike facilities, pathways, transit improvements, access drives & intersection spacing. The following Development Standards are adjustable: • Parcel Driveway Spacing: 20% • Parcel Driveway Width: 10%		
Parcel Driveway Access	Not applicable	Limited by connection spacing standards Parcel Driveway Access may be employed to meet required connectivity, if it complies with Supporting Street Standards for Connection Spacing and Connection Type, see Figure CC-6 NWI-7 . Subject to approval by City Engineer	Limited by connection standards for motorized vehicle access. Parcel Driveway Access may be employed to meet required connectivity, if it complies with Through Connection Standards for Connection Spacing and Connection Type, see Figure CC-6 NWI-7 . Subject to approval by City Engineer
Parcel Driveway Spacing	Not applicable	150 feet, minimum See Figure CC-6 NWI-7	150 feet, minimum See Figure CC-6 NWI-7

Table CC-3 NWI-4: Site Design

	Addressing Streets	Supporting Streets	Through Connections
Parcel Driveway Width	Not applicable	24 feet, maximum or complies with Supporting Street Standards for primary driveway providing access for passenger vehicles, light delivery, etc. 40 feet, maximum for secondary driveway providing access for heavy delivery vehicles, large trucks, etc.	24 feet, maximum or complies with Through Connection Standards for primary driveway providing access for passenger vehicles, light delivery, etc. 40 feet, maximum for secondary driveway providing access for heavy delivery vehicles, large trucks, etc.
2. Parcel Pedestrian Access			
General	Unless noted otherwise below, the following provisions apply: • Section 4.154 (.01) for separated & direct pedestrian connections between parking, entrances, street right-of-way & open space • Section 4.167 (.01) for points of access		
Parcel Pedestrian Access Spacing	No restriction		
Parcel Pedestrian Access Width	8 feet wide, minimum for pedestrian connections between the primary street frontage and Primary Building Entrance(s).		
Parcel Pedestrian Access to Transit	Provide separated & direct pedestrian connections between transit stops and parking, entrances, street right-of-way & open space.		
3. Parcel Frontage			
Parcel Frontage, Defined	Parcel Frontage shall be defined by the linear distance between centerlines of the perpendicular Supporting Streets and Through-Parcel Connections. Where Parcel Frontage occurs on a curved segment of a street, Parcel Frontage shall be defined as the linear dimension of the Chord.		
Primary Frontage, Defined	The Primary Frontage is the Parcel Frontage on an Addressing Street. If the parcel is not bounded by Addressing Streets, it is the Parcel Frontage on a Supporting Street. See Figure CC-5 NWI-6 .		
Parcel Frontage Occupied by a Building	A minimum of 100 feet of the Primary Frontage shall be occupied by a building. The maximum Primary	No minimum	

Table CC-3NW-4: Site Design

	Addressing Streets	Supporting Streets	Through Connections
	Frontage occupied by a building shall be limited only by required side yard setbacks.		
4. Parking Location and Design			
General	Unless noted otherwise below, the following provisions apply: • Section 4.155 (03) Off-Street Parking Requirements • Section 4.155 (04) Bicycle Parking • Section 4.155 (06) Carpool and Vanpool Parking Requirements • Section 4.176 for Parking Perimeter Screening and Landscaping—permits the parking landscaping and screening standards as multiple options The following Development Standards are adjustable: • Parking Location and Extent: up to 20 spaces permitted on an Addressing Street		
Parking Location and Extent	Limited to 16 spaces, maximum. 50% of spaces designated for short-term (1 hour or less), visitor, and disabled parking only between right-of-way of Addressing Street and building.	Parking is permitted between right-of-way of Supporting Street and building.	Parking is permitted between right-of-way of Through Connection and building.
Parking Setback	20 feet minimum from the right-of-way of an Addressing Street.	15 feet minimum from the right-of-way of a Supporting Street.	10 feet minimum from the right-of-way of a Through Connection.
Parking Lot Sidewalks	Where off-street parking areas are designed for motor vehicles to overhang beyond curbs, sidewalks adjacent to the curbs shall be increased to a minimum of seven (7) feet in depth.	Where off-street parking areas are designed for motor vehicles to overhang beyond curbs, planted areas adjacent to the curbs shall be increased to a minimum of nine (9) feet in depth.	
Parking Perimeter Screening and Landscaping	Screen parking area from view from Addressing Streets and Supporting Streets by means of one or more of the following: - General Landscape Standard, Section 4.176 (.02) C. - Low Berm Standard, Section 4.176 (.02) E., except within 50 feet of a perpendicular Supporting Street or Through Connection as measured from the centerline.		Screen parking area from view from Through Connections by means of - Low Screen Landscape Standard, Section 4.176 (.02) D., or - High Screen

Table CC-3NW1-4: Site Design

	Addressing Streets	Supporting Streets	Through Connections
			Landscaping Standard, Section 4.176(.02)F. , or c. High Wall Standard, Section 4.176(.02)G. , or d. Partially Sight-obscuring Fence Standard, Section 4.176(.02)I.
Off-Street Loading Berth	One loading berth is permitted on the front façade of a building facing an Addressing Street. The maximum dimensions for a loading are 16 feet wide and 18 feet tall. A clear space 35 feet, minimum is required in front of the loading berth. The floor level of the loading berth shall match the main floor level of the primary building. No elevated loading docks or recessed truck wells are permitted. Access to a Loading Berth facing an Addressing Street may cross over, but shall not interrupt or alter, a required pedestrian path or sidewalk. All transitions necessary to accommodate changes in grade between access aisles and the loading berth shall be integrated into adjacent site or landscape areas. Architectural design of a loading berth on an Addressing Street shall be visually integrated with the scale, materials, colors, and other design elements of the building.	No limitation. Shall meet minimum standards in Section 4.155(.05) .	
Carpool and Vanpool Parking	No limitation		

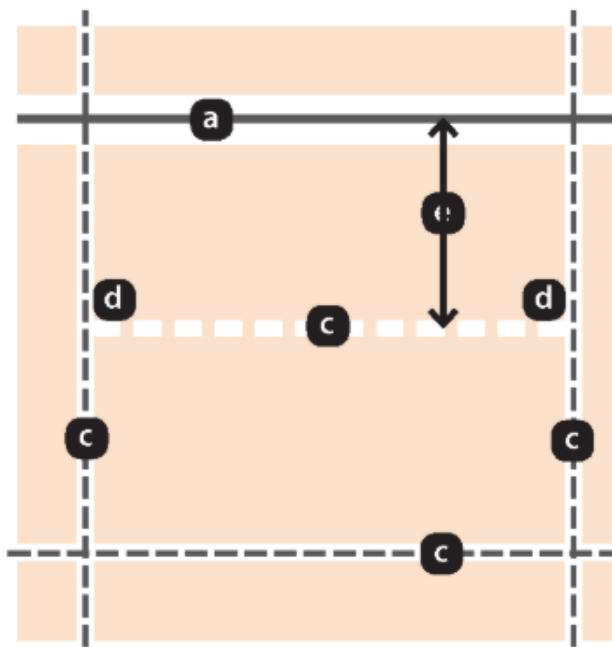
Table CC-3 NWI-4: Site Design

	Addressing Streets	Supporting Streets	Through Connections
5. Grading and Retaining Walls			
General	The following Development Standards are adjustable: Retaining Wall Design: 20%		
Maximum height	Where site topography requires adjustments to natural grades, landscape retaining walls shall be 48 inches tall maximum when visible from adjacent streets and 60 inches tall maximum when visible only to users from within a site. Where the grade differential is greater than 30 inches, retaining walls may be stepped.		
Required Materials	Materials for retaining walls shall be unpainted cast-in-place, exposed-aggregate, or board-formed concrete; brick masonry; stone masonry; or industrial-grade, weathering steel plate.		
Retaining Wall Design	Retaining walls longer than 50 linear feet shall be tiered, introducing a 5-foot, minimum horizontal offset between the lowest part and upper part(s) of the wall to reduce their apparent mass.		
6. Planting			
General	Unless noted otherwise below, the following provisions apply: Section 4.176 Landscaping and Screening Standards		
Landscaping Standards Permitted	General Landscape Standard, Section 4.176 (.02) C. Low Berm Standard, Section 4.176 (.02)E., except within 50 feet of a perpendicular Supporting Street or Through Connection as measured from the centerline	General Landscape Standard, Section 4.176 (.02)C. Low Screen Landscape Standard, Section 4.176 (.02)D. Screen loading areas with High Screen Landscaping Standard, Section 4.176 (.02)F., and High Wall Standard, Section 4.176 (.02)G.	
7. Location and Screening of Utilities and Services			
General	Unless noted otherwise below, the following provisions apply: Sections 4.179 and 4.430. Mixed Solid Waste and Recyclables Storage in New Multi-Unit Residential and Non-Residential Buildings		
Location and Visibility	Site and building service, equipment, and outdoor	Site and building service, utility equipment, and	No limitation

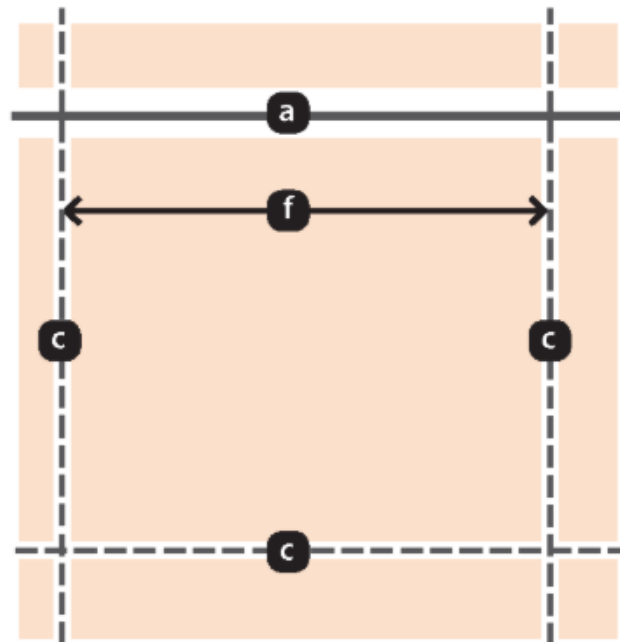
Table CC-3NW1-4: Site Design

	Addressing Streets	Supporting Streets	Through Connections
	storage of garbage, recycling, or landscape maintenance tools and equipment is not permitted	outdoor storage of garbage, recycling, or landscape maintenance tools and equipment is not permitted within the setback	
Required Screening	Not permitted	High Screen Landscaping Standard, Section 4.176(.02)F. and/or High Wall Standard, Section 4.176 (.02) G.	

Parcel Access



Parcel Frontage



- a** Addressing Street
- b** Supporting Street
- c** Supporting Street or Through Connection
- d** Parcel Driveway Access
- e** Parcel Driveway Spacing
- f** Parcel Frontage

Figure CC-6 **NWI-7**-Site Design – Parcel Access

Table CC-4 NWI-5: Building Design

	Addressing Streets	Supporting Streets	Through Connections
1. Building Orientation			
Front Façade	Buildings shall have one designated front façade and two designated side façades. If one of the streets or connections bounding a parcel is an Addressing Street, the front façade of the building shall face the Addressing Street. If two of the streets or connections bounding a parcel are Addressing Streets, the front façade of the building may face either Addressing Street, except when one of the Addressing Streets is Day Road. In that case, the front façade must face Day Road. If none of the bounding streets or connections is an Addressing Street, the front façade of the building shall face a Supporting Street. See Figure CC-5 <u>NWI-8</u> .		
Length of Front Façade	A minimum of 100 feet of the Primary Frontage shall be occupied by a building. The maximum Primary Frontage occupied by a building shall be limited only by required side yard setbacks.		
Articulation of Front Façade	Applies to a Front Façade longer than 175 feet that has more than 5,250 square feet of street-facing façade area: At least 10% of the street-facing façade of a building facing an Addressing Street must be divided into façade planes that are offset by at least 2 feet from the rest of the façade. Façade area used to meet this standard may be recessed behind, or project out from, the primary façade plane.		
2. Primary Building Entrance			
General	The following Development Standards are adjustable: • Required Canopy: 20% • Transparency: 20%		
Accessible Entrance *	The Primary Building Entrance shall be visible from, and accessible to, an Addressing Street (or a Supporting Street if there is no Addressing Street frontage). A continuous pedestrian pathway shall connect from the sidewalk of an Addressing Street to the Primary Building Entrance with a safe, direct and convenient path of travel that is free from hazards and provides a reasonably smooth and consistent surface consistent with the requirements of Americans with Disabilities Act (ADA). The Primary Building Entrance shall be 15 feet wide, minimum and 15 feet tall, minimum.		
Location	150 feet, maximum from right-of-way of an Addressing Street, see Figure CC-7 <u>NWI-8</u> .	150 feet, maximum from right-of-way of a Supporting Street, if there is no Addressing Street Frontage, see Figure CC-7 <u>NWI-8</u> .	

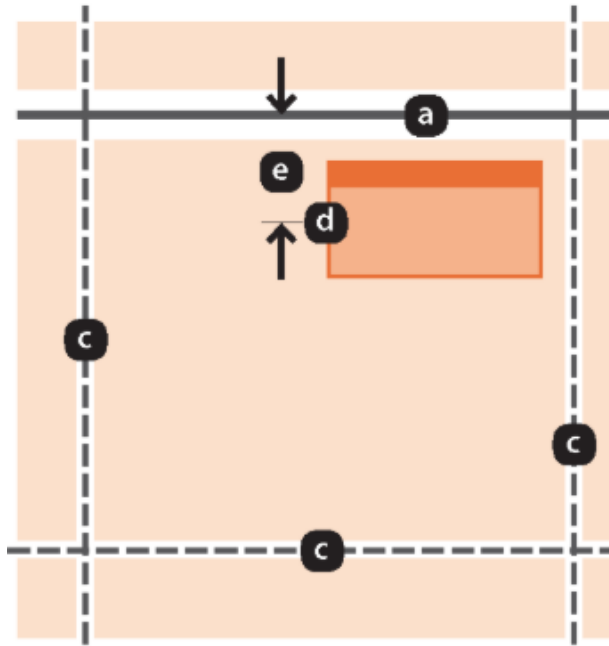
Table CC-4 NWI-5: Building Design

	Addressing Streets	Supporting Streets	Through Connections
Visibility	Direct line of sight from an Addressing Street to the Primary Building Entrance.		
Accessibility	Safe, direct, and convenient path from adjacent public sidewalk.		
Required Canopy *	Protect the Primary Building Entrance with a canopy with a minimum vertical clearance of 15 feet and an all-weather protection zone that is 8 feet deep, minimum and 15 feet wide, minimum.		
Transparency	Walls and doors of the Primary Building Entrance shall be a minimum of 65% transparent.		
Lighting	The interior and exterior of the Primary Building Entrance shall be illuminated to extend the visual connection between the sidewalk and the building interior from day to night. Pathway lighting connecting the Primary Building Entrance to the adjacent sidewalk on an Addressing Street shall be scaled to the needs of the pedestrian. Comply with Outdoor Lighting, Section 4.199		
3. Overall Building Massing			
General	The following Development Standards are adjustable: • Required Minimum Height: 10% • Ground Floor Height: 10% • Base, Body, and Top Dimensions: 10% • Base Design: 10% • Top Design: 10%		
Front Setback	30 feet, minimum, except as provided below	30 feet maximum	30 feet maximum
Allowance of Primary Building Entrance *	Where the Primary Building Entrance is located on an Addressing Street it may extend into the required front yard setback by 15 feet maximum provided that: a. It has a two-story massing with a minimum height of 24 feet; b. The Parcel Frontage on the Addressing Street is limited to 100 feet; c. The building extension is 65% transparent, minimum; d. The entrance is protected with a weather-protecting canopy with a minimum vertical clearance of 15 feet; and e. The standards for site design and accessibility are met.	Not applicable	Not applicable

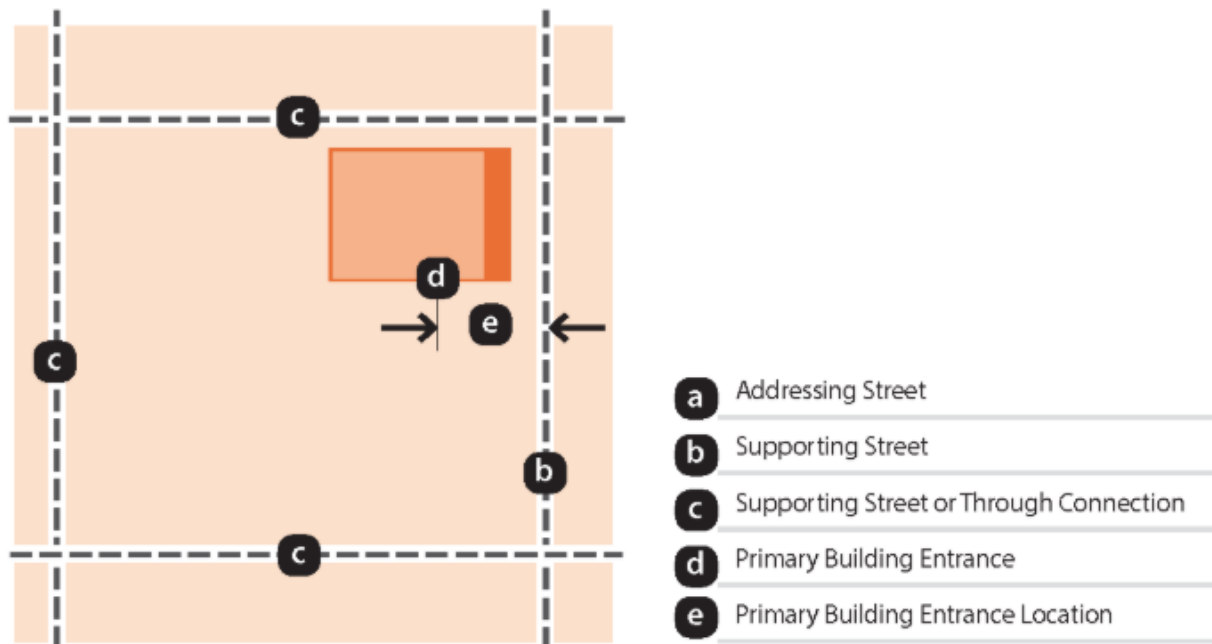
Table CC-4 NWI-5: Building Design			
	Addressing Streets	Supporting Streets	Through Connections
Required Minimum Height	30 feet minimum.		
Ground Floor Height *	The Ground Floor height shall measure 15 feet, minimum from finished floor to finished ceiling (or 17.5 feet from finished floor to any exposed structural member).		
Base, Body, and Top Dimensions	Buildings elevations shall be composed of a clearly demarcated base, body and top. a. For Buildings 30 feet in height (unless lower by adjustment): i. The base shall be 30 inches, minimum. ii. The body shall be equal to or greater than 75% of the overall height of the building. iii. The top of the building shall be 18 inches, minimum. b. For Buildings between 30 feet and 5 stories in height: i. The base shall be 30 inches, minimum; 2 stories, maximum. ii. The body shall be equal to or greater than 75% of the overall height of the building. iii. The top of the building shall be 18 inches, minimum. c. For Buildings greater than 6 stories in height: i. The base shall be 1 story, minimum, 3 stories, maximum. ii. The body shall be equal to or greater than 75% of the overall height of the building. iii. The top of the building shall be 18 inches, minimum.		
Base Design	The design of the building Base shall: a. Use a material with a distinctive appearance, easily distinguished from the building Body expressed by a change in material, a change in texture, a change in color or finish; and/or b. Create a change in surface position where the Base projects beyond the Body of the building by 1½ inches, minimum; and/or c. Low Berm Landscape Standard, Section 4.176(.02)E.		
Top Design	Building Tops define the skyline. The design of the Building Top shall: a. Use a material with a distinctive appearance, easily distinguished from the building Body expressed by a change in material, a change in texture, a change in color or finish; and/or b. Create a change in surface position where the Top projects beyond, or recesses behind, the Body of the building by 1½ inches, minimum.		
Required Screening of Roof-mounted Equipment	Screen roof-mounted equipment with architectural enclosures using the materials and design of the building Body and/ or the building Top. No roof-mounted equipment shall be visible from an Addressing Street or Supporting Street.		

*When an applicant elects to use the allowed adjustment to reduce Required Canopy height to less than 15 feet, corresponding reduction in minimum height is allowed for Accessible Entrance, Allowance of Primary Building Entrance, and Ground Floor Height.

Parcel with Addressing Street Frontage



Parcel without Addressing Street Frontage

Figure GC-7 **NWI-8** – Building Design – Primary Building Entrance

(.12) *Waysides:*

A. *Purpose.* This section consists of standards and regulations for use throughout the **Northwest Industrial Zone** ~~Coffee Creek Design Overlay District~~. The regulations address materials, placement, layout, installation, and maintenance of Industrial Waysides. The City recognizes the need to:

1. Provide multiple, distributed destinations for passive and active recreation for the public and employees along a network of streets and trails;
2. Be convenient, usable and accessible. Industrial Waysides should be physically and visually accessible from the adjacent Addressing Street, Supporting Street or Through Connection;
3. Connect Industrial Waysides to transit;
4. Be inviting. Inviting open spaces feature designs that encourage users to explore the Industrial Wayside and design elements that support a sense of the human scale. These elements include landscaping, benches and other seating areas, and pedestrian-scaled lighting;
5. Provide access. Provide access to the employees and the public between the hours of 6:00 a.m. and 8:00 p.m.;
6. Be safe. Safe open spaces incorporate principles of natural surveillance, lighting, and prominent entrances;
7. Provide facilities appropriate for the scale of the proposed development; and
8. Be easy to maintain. Industrial Waysides should be constructed of commercial grade materials that will endure and are readily maintainable.

B. *Applicability.* All projects in the **Northwest Industrial Zone** ~~Coffee Creek Master Plan Area~~ shall provide waysides according to the standards in Table ~~CC-5~~ **NWI-6**

C. *General.* The following development standards apply to all Waysides:

1. Required Wayside Area is exclusive of required landscape screening.
2. Required Minimum Dimension of 20 feet (either width or depth).

D. *Criteria.* Waysides shall meet the following criteria:

1. *Perimeter Landscaping.* In addition to the minimum size and dimensions, landscape three sides of the Industrial Wayside to a depth of 20 feet, minimum according to Section 4.176(.02). Permitted screening includes: Section 4.176(.02)D. Low Screen Landscaping Standard; Section 4.176(.02)E. Low Berm Standard; or Section 4.176(.02)F. High Screen Landscaping Standard. Perimeter landscaping shall not obscure visual access to the Industrial Wayside. Unscreened surface parking lots, chain link fencing, or service yards are prohibited adjacent to Industrial Waysides.
2. *Visibility.* Industrial Waysides shall be visible from and accessible to Addressing Streets.
3. *Accessible Pathway.* A paved walking surface, width: Five feet, minimum, meeting ADA standards is required to connect Industrial Wayside with Addressing Street.
4. *Accessible Surface.* Industrial Waysides shall have an accessible surface, 100 square feet, minimum; dimensions ten feet, minimum meeting ADA standards.
5. *Required Amenities:*
 - a. *Seating.* Outdoor seating shall be provided. Publicly accessible plazas, courtyards, and pocket parks shall include at least one linear foot of seating per each 40 square feet of plaza, courtyard or pocket park space on site. Outdoor seating shall be in the form of:
 - i. Free standing outdoor benches consistent with the standards; or
 - ii. Seating incorporated into low walls, berms, or raised planters.

- b. *Landscaping.* The landscaping must be planted and maintained according to Section 4.176(.02)
 - c. *Lighting.*
 - d. *Recycling/ Waste Receptacle.* Locate waste and recycling stations nearest to the accessible path and away from stormwater facilities.
6. *Installation and Maintenance.* Industrial Waysides shall be programmed, planned, constructed, and maintained at the expense of the applicant. The landscaping must be planted and maintained according to Section 4.176(.07). Recycling, waste receptacles, and pet waste stations shall be serviced at an acceptable professional interval to prevent being over filled or creating unsanitary or visually messy appearances.
 7. *Solar Access.* Exposure to sunlight. Southern exposure is encouraged. Design facilities to permit direct sunlight to enter the Industrial Wayside and strike the required accessible surface between the hours of 10:00 a.m. and 2:00 p.m. local time.
 8. *Lighting.* Lighting for Industrial Waysides is required to permit reasonable use, utility, security, and nighttime safety. Lighting installed in Industrial Waysides shall conform to the requirements of Section 4.199. All outside lighting shall be so arranged and shielded so as not to shine into adjacent areas and to prevent any undue glare or reflection and any nuisance, inconvenience, and hazardous interference of any kind on adjoining streets or property.

E. Optional Amenities include the following:

1. Picnic tables and benches. Locate picnic tables and benches on the Accessible Surface;
2. Arbors or trellises;
3. Drinking Fountains. Locate drinking fountains and benches on the Accessible Surface;
4. Sculpture and other works of art;
5. Bicycle repair stations;
6. Exercise stations; or
7. Pet waste stations. Locate pet waste stations nearest to the accessible path and away from stormwater facilities.

Table CC-5 NWI-6: Waysides

Parcel Area	Required Wayside Area	Number of Waysides	Enhanced Transit Plaza ‡
Less than or equal to 5.0 acres	Not required	n/a	n/a
Greater than 5.0 acres, less than or equal to 8.0 acres	400 square feet, minimum	One	Not permitted
Greater than 8.0 acres, less than or equal to 13.0 acres	600 square feet, minimum	One	Not permitted
Greater than 13.0 acres, less than or equal to 23.0 acres	800 square feet, minimum	One, minimum	Permitted*. Up to 400 square feet.

Table CC-5 NWI-6: Waysides

Parcel Area	Required Wayside Area	Number of Waysides	Enhanced Transit Plaza ‡
Greater than 23.0 acres, less than or equal to 36.0 acres	1,600 square feet, minimum	One, minimum	Permitted*. Up to 400 square feet.
Greater than 36.0 acres, less than or equal to 51.0 acres	3,200 square feet, minimum	Two, minimum	Permitted*. Up to 400 square feet.
*** Greater than 51.0 acres, less than or equal to 70.0 acres	6,400 square feet, minimum	Two, minimum	Permitted**. Up to 800 square feet.
*** Greater than 70.0 acres, less than or equal to 92.0 acres	12,800 square feet, minimum	Two, minimum	Permitted**. Up to 800 square feet.

‡ In the future when SMART serves **Northwest Industrial Zone** Coffee Creek, Industrial Waysides may comply with the standards for Enhanced Transit Plazas, as follows:

*Up to 400 square feet of the space requirement for Industrial Waysides may be satisfied by installation of an enhanced transit stop. An enhanced transit stop must provide weather protection, paved surface, and seating, as approved by SMART Transit.

**Up to 800 square feet of the space requirement for Industrial Waysides may be satisfied by installation of an enhanced transit stop, provided parcel fronts on two or more Addressing Streets. An enhanced transit stop must provide weather protection, paved surface, and seating, as approved by SMART Transit.

***For Parcel Frontage greater than 1,500 feet, and area greater than 51.0 acres, up to 50 percent of the space requirement for Industrial Waysides may be satisfied by restoration of wetlands, riparian zones, or other habitat because of the significant passive recreation opportunities provided.

(.13) Signs:

- A. *Applicability.* PDI Zone requirements of Section 4.156.01 through 4.156.11 apply to the **Northwest Industrial Zone** Coffee Creek DOD with the following modifications and adjustments.
- B. *General:*
 1. Site Frontage as described in Section 4.156.08 is the Primary Frontage.
 2. Monument-style signs are required. Pole-style freestanding signs are not permitted.
 3. Maximum area for signs on buildings is based on linear length (in feet) of the façade adjacent to the Primary Frontage.
 4. Directional and Wayfinding Signs shall be placed at the intersection of Supporting Streets and Through Connections.

****No additional changes proposed in this section****

Section 4.135. PDI—Planned Development Industrial Zone.

(.01) *Purpose.* The purpose of the PDI zone is to provide opportunities for a variety of industrial operations and associated uses.

(.02) The PDI Zone shall be governed by Section 4.140, Planned Development Regulations, and as otherwise set forth in this Code.

(.03) *Uses that are typically permitted:*

- A. Warehouses and other buildings for storage of wholesale goods, including cold storage plants.
- B. Storage and wholesale distribution of agricultural and other bulk products, provided that dust and odors are effectively contained within the site.
- C. Assembly and packing of products for wholesale shipment.
- D. Manufacturing and processing.
- E. Motor vehicle services, or other services complementary or incidental to primary uses, and which support the primary uses by allowing more efficient or cost-effective operations.
- F. Manufacturing and processing of electronics, technical instrumentation components and health care equipment.
- G. Fabrication.
- H. Office complexes—Technology.
- I. Corporate headquarters.
- J. Call centers.
- K. Research and development.
- L. Laboratories.
- M. Repair, finishing and testing of product types manufactured or fabricated within the zone.
- N. Industrial services.
- O. Any use allowed in a PDC Zone, subject to the following limitations:
 - 1. Service Commercial **and Professional Services** uses (~~defined as professional services that cater to daily customers such as financial, insurance, real estate, legal, medical or dental offices~~) not to exceed 5,000 square feet of floor area in a single building, or 20,000 square feet of combined floor area within a multi-building development.
 - 2. Office Complex Use (as defined in Section 4.001) shall not exceed 30 percent of total floor area within a project site.
 - 3. Retail uses, not to exceed 5,000 square feet of indoor and outdoor sales, service or inventory storage area for a single building and 20,000 square feet of indoor and outdoor sales, service or inventory storage area for multiple buildings.
 - 4. Combined uses under Subsections 4.135(.03)(O.)(1.) and (3.) shall not exceed a total of 5,000 square feet of floor area in a single building or 20,000 square feet of combined floor area within a multi-building development.
- P. Training facilities whose primary purpose is to provide training to meet industrial needs.
- Q. *Public facilities.*
- R. Accessory uses, buildings and structures customarily incidental to any permitted uses.

- S. Temporary buildings or structures for uses incidental to construction work. Such structures to be removed within 30 days of completion or abandonment of the construction work.
 - T. Other similar uses, which in the judgment of the Planning Director, are consistent with the purpose of the PDI Zone.
- (.04) *Block and access standards.* The PDI zone shall be subject to the same block and access standards as the PDC zone, Section 4.131(.02) and (.03).
- (.05) *Performance Standards.* The following performance standards ***of Section 4.117(.01) shall*** apply to all industrial properties and sites within the PDI Zone, and are intended to minimize the potential adverse impacts of industrial activities on the general public and on other land uses or activities. They are not intended to prevent conflicts between different uses or activities that may occur on the same property.
- A. ~~All uses and operations except storage, off-street parking, loading and unloading shall be confined, contained, and conducted wholly within completely enclosed buildings, unless outdoor activities have been approved as part of Stage II, Site Design or Administrative Review.~~
 - B. ~~Vibration.~~ Every use shall be so operated that the ground vibration inherently and recurrently generated from equipment other than vehicles is not perceptible without instruments at any boundary line of the property on which the use is located.
 - C. ~~Emission of odorous gases or other odorous matter in quantities as detectable at any point on any boundary line of the property on which the use is located shall be prohibited.~~
 - D. ~~Any open storage shall comply with the provisions of Section 4.176, and this Section.~~
 - E. ~~No building customarily used for night operation, such as a baker or bottling and distribution station, shall have any opening, other than stationary windows or required fire exits, within 100 feet of any residential district and any space used for loading or unloading commercial vehicles in connection with such an operation shall not be within 100 feet of any residential district.~~
 - F. ~~Heat and Glare:~~
 - 1. ~~Operations producing heat or glare shall be conducted entirely within an enclosed building.~~
 - 2. ~~Exterior lighting on private property shall be screened, baffled, or directed away from adjacent residential properties. This is not intended to apply to street lighting.~~
 - G. ~~Dangerous Substances.~~ Any use which involves the presence, storage or handling of any explosive, nuclear waste product, or any other substance in a manner which would cause a health or safety hazard for any adjacent land use or site shall be prohibited.
 - H. ~~Liquid and Solid Wastes:~~
 - 1. ~~Any storage of wastes which would attract insects or rodents or otherwise create a health hazard shall be prohibited.~~
 - 2. ~~Waste products which are stored outside shall be concealed from view from any property line by a sight-obscuring fence or planting as required in Section 4.176.~~
 - 3. ~~No connection with any public sewer shall be made or maintained in violation of applicable City or State standards.~~
 - 4. ~~No wastes conveyed shall be allowed to or permitted, caused to enter, or allowed to flow into any public sewer in violation of applicable City or State standards.~~
 - 5. ~~All drainage permitted to discharge into a street gutter, caused to enter or allowed to flow into any pond, lake, stream, or other natural water course shall be limited to surface waters or waters having~~

similar characteristics as determined by the City, County, and State Department of Environmental Quality.

6. ~~All operations shall be conducted in conformance with the City's standards and ordinances applying to sanitary and storm sewer discharges.~~
- I. ~~Noise.~~ Noise generated by the use, with the exception of traffic noises from automobiles, trucks, and trains, shall not violate any applicable standards adopted by the Oregon Department of Environmental Quality and W.C. 6.204 governing noise control in the same or similar locations.
- J. ~~Electrical Disturbances.~~ Except for electrical facilities wherein the City is preempted by other governmental entities, electrical disturbances generated by uses within the PDI zone which interfere with the normal operation of equipment or instruments within the PDI Zone are prohibited. Electrical disturbances which routinely cause interference with normal activity in abutting residential use areas are also prohibited.
- K. ~~Discharge Standards.~~ There shall be no emission of smoke, fallout, fly ash, dust, vapor, gases, or other forms of air pollution that may cause a nuisance or injury to human, plant, or animal life, or to property. Plans of construction and operation shall be subject to the recommendations and regulations of the State Department of Environmental Quality. All measurements of air pollution shall be by the procedures and with equipment approved by the State Department of Environmental Quality or equivalent and acceptable methods of measurement approved by the City. Persons responsible for a suspected source of air pollution upon the request of the City shall provide quantitative and qualitative information regarding the discharge that will adequately and accurately describe operation conditions.
- L. ~~Open burning is prohibited.~~
- M. ~~Storage:~~
 1. ~~Outdoor storage must be maintained in an orderly manner at all times.~~
 2. ~~Outdoor storage area shall be gravel surface or better and shall be suitable for the materials being handled and stored. If a gravel surface is not sufficient to meet the performance standards for the use, the area shall be suitably paved.~~
 3. ~~Any open storage that would otherwise be visible at the property line shall be concealed from view at the abutting property line by a sight obscuring fence or planting not less than six feet in height.~~
- N. ~~Landscaping:~~
 1. ~~Unused property, or property designated for expansion or other future use, shall be landscaped and maintained as approved by the Development Review Board. Landscaping for unused property disturbed during construction shall include such things as plantings of ornamental shrubs, lawns, native plants, and mowed, seeded fieldgrass.~~
 2. ~~Contiguous unused areas of undisturbed fieldgrass may be maintained in their existing state. Large stands of invasive weeds such as Himalayan blackberries, English ivy, cherry Laurel, reed canary grass or other identified invasive plants shall be removed and/or mowed at least annually to reduce fire hazard. These unused areas, located within a phased development project or a future expansion cannot be included in the area calculated to meet the landscape requirements for the initial phase(s) of the development.~~
 3. ~~Unused property shall not be left with disturbed soils that are subject to siltation and erosion. Any disturbed soil shall be seeded for complete erosion cover germination and shall be subject to applicable erosion control standards.~~

*****No additional changes proposed in this section*****

Section 4.135.5. Planned Development Industrial—Regionally Significant Industrial Area.

*****No prior changes proposed in this section*****

(.03) *Uses that are typically permitted:*

- A. Wholesale houses, storage units, and warehouses.
- B. Laboratories, storage buildings, warehouses, and cold storage plants.
- C. Assembly of electrical equipment, including the manufacture of small parts.
- D. The light manufacturing, simple compounding or processing packaging, assembling and/or treatment of products, cosmetics, drugs, and food products, unless such use is inconsistent with air pollution, excess noise, or water pollution standards.
- E. Office Complexes-Technology (as defined in Section 4.001).
- F. Experimental, film or testing laboratories.
- G. Storage and distribution of grain, livestock feed, provided dust and smell is effectively controlled.
- H. Motor vehicle service facilities complementary or incidental to permitted uses.
- I. Any use allowed in a PDC Zone or any other light industrial uses provided that any such use is compatible with industrial use and is planned and developed in a manner consistent with the purposes and objectives of Sections 4.130 to 4.140 and is subject to the following criteria:
 - 1. Service Commercial and Professional Services uses (~~defined as professional services that cater to daily customers such as financial, insurance, real estate, legal, medical or dental offices~~) shall not exceed 3,000 square feet of floor space in a single building or 20,000 square feet of combined floor area within a multiple building development.
 - 2. Office Use (as defined in Section 4.001) shall not exceed 20 percent of total floor area within a project site.
 - 3. Retail uses not to exceed 3,000 square feet of indoor and outdoor sales, service, or inventory storage area for a single building or 20,000 square feet of indoor and outdoor sales, service or inventory storage area for multiple buildings.
 - 4. Combined uses under I.1 and 3. above shall not exceed a total of 3,000 square feet of floor area in a single building or 20,000 square feet of combined floor area within a multi-building development.
- J. Residential uses shall not exceed ten percent of total floor area.
- K. Accessory uses, buildings and structures customarily incidental to any of the aforesaid principal permitted uses.
- L. Temporary buildings or structures for uses incidental to construction work, which buildings or structures shall be removed upon completion or abandonment of the construction work.
- M. Expansion of a building, structure or use approved prior to October 25, 2004 of up to 20 percent additional floor area and/or ten percent additional land area.
- N. Other similar uses which in the judgment of the Planning Director are consistent with the purpose of the PDI-RSIA Zone.

(.04) *Prohibited uses:*

- A. Retail operations exceeding 3,000 square feet of area for sales, service area or storage area for retail inventory in a single building, or 20,000 square feet of sales, service or storage area for multiple

buildings, except training facilities whose primary purpose is to provide training to meet industrial needs.

- B. Any use or activity that violates the performance standards specified in Subsection 4.135.5(.06), below.

(.05) *Block and Access Standards.* The PDI-RSIA Zone shall be subject to:

- A. The same block and access standards as the PDC Zone [Section 4.131(.02) and (.03)] ~~for properties located outside of the Coffee Creek Industrial Design Overlay District; or~~
- B. ~~The access and block size standards in Section 4.134 for those properties located within the Coffee Creek Industrial Design Overlay District.~~

(.06) *Performance Standards.* The following performance standards ***of Section 4.117(.01)*** apply to all industrial properties and sites within the PDI-RSIA Zone, and are intended to minimize the potential adverse impacts of industrial activities on the general public and on other land uses or activities. They are not intended to prevent conflicts between different uses or activities that may occur on the same property or site.

~~A. All uses and operations except storage, off-street parking, loading and unloading shall be confined, contained and conducted wholly within completely enclosed buildings, unless outdoor activities have been approved as part of Stage II, Site Design or Administrative Review.~~

~~B. *Vibration:* Every use shall be so operated that the ground vibration inherently and recurrently generated from equipment other than vehicles is not perceptible without instruments at any boundary line of the property or site on which the use is located.~~

~~C. Emission of odorous gases or other odorous matter in quantities detectable at any time and at any point on any boundary line of the property or site on which the use is located are prohibited.~~

~~D. Any open storage shall comply with the provisions of Section 4.176 and this Section.~~

~~E. No building customarily used for night operation, such as a bakery, bottling and distribution plant or other similar use, shall have any opening, other than stationary windows or required fire exits, within 100 feet of any residential district and any space used for loading or unloading commercial vehicles in connection with such an operation shall not be within 100 feet of any residential district.~~

~~F. *Heat and Glare:*~~

~~1. Operations producing heat or glare shall be conducted entirely within an enclosed building.~~

~~2. Exterior lighting on private property shall be screened, baffled, or otherwise directed away from adjacent residential properties. This is not intended to apply to street lighting.~~

~~G. *Dangerous Substances:* Any use which involves the presence, storage or handling of any explosive, nuclear waste product or any other substance in a manner which would cause a health or safety hazard on any adjacent land use or site shall be prohibited.~~

~~H. *Liquid and Solid Wastes:*~~

~~1. Any storage of wastes which would attract rodents or insects or otherwise create a health hazard shall be prohibited.~~

~~2. Waste products which are stored outside shall be concealed from view from any property line by a sight-obscuring fence or planting as required by Section 4.176.~~

~~3. No connection with any public sewer shall be made or maintained in violation of applicable City or State standards.~~

~~4. No wastes conveyed shall be allowed to or permitted, caused to enter, or allowed to flow into any public sewer in violation of applicable City or State standards.~~

~~5. All drainage permitted to discharge into a street gutter, caused to enter or allowed to flow into any pond, lake, stream or other natural water course shall be limited to surface waters or waters having similar characteristics as determined by the City, County, and State Department of Environmental Quality.~~

~~6. All operations shall be conducted in conformance with the City's standards and ordinances applying to sanitary and storm sewer discharges.~~

~~I. *Noise:* Noise generated by the use, with the exception of traffic uses from automobiles, trucks and trains, shall not violate any applicable standards adopted by the Oregon Department of Environmental Quality and W.C. 6.204 governing noise control in the same or similar locations. [Amended by Ord. 631, 7-16-2007]~~

~~J. *Electrical Disturbances.* Except for electrical facilities wherein the City is pre-empted by other governmental entities, electrical disturbances generated by uses within the PDI RSIA Zone which interfere with the normal operation of equipment or instruments within the PDI RSIA Zone are prohibited. Electrical disturbances which routinely cause interference with normal activity in abutting residential uses are also prohibited.~~

~~K. *Discharge Standards.* There shall be no emission of smoke, fallout, fly ash, dust, vapors, gases or other forms of air pollution that may cause a nuisance or injury to human, plant or animal life or to property. Plans for construction and operation shall be subject to the recommendations and regulations of the State Department of Environmental Quality. All measurements of air pollution shall be by the procedures and with equipment approved by the State Department of Environmental Quality or equivalent and acceptable methods of measurement approved by the City. Persons responsible for a suspected source of air pollution upon request of the City shall provide quantitative and qualitative information regarding the discharge that will adequately and accurately describe operation conditions.~~

~~L. Open burning is prohibited.~~

~~M. *Storage.*~~

~~1. Outdoor storage must be maintained in an orderly manner at all times.~~

~~2. Outdoor storage areas shall be gravel surfaced or better and shall be sufficient for the materials being handled and stored. If a gravel surface is not sufficient to meet the performance standards for the use, the area shall be suitably paved.~~

~~3. Any open storage that would otherwise be visible at the property line shall be concealed from view at the abutting property line by a sight obscuring fence or planting not less than six feet in height.~~

~~N. *Landscaping.*~~

~~1. Unused property, or property designated for expansion or other future use shall be landscaped and maintained as approved by the Development Review Board. Landscaping for unused property disturbed during construction shall include such materials as plantings of ornamental shrubs, lawns, native plants, and mowed, seeded fieldgrass.~~

~~2. Contiguous unused areas of undisturbed fieldgrass may be maintained in their existing state. Large stands of invasive weeds such as Himalayan blackberry, English ivy, cherry laurel, reed canary grass or other identified invasive species shall be removed and/or mowed at least annually to reduce fire hazard. These unused areas, located with a phased development project or a future expansion cannot be included in the area calculated to meet the landscape requirements for the initial phase(s) of the development.~~

~~3. Unused property shall not be left with disturbed soils that are subject to siltation and erosion. Any disturbed soil shall be seeded for complete erosion cover germination and shall be subject to applicable erosion control standards.~~

*****No additional changes proposed in this section*****

Section 4.140. Planned Development Regulations.

****No prior changes proposed in this section****

(.05) *Planned Development Permit Process:*

- A. All parcels of land exceeding two acres in size that are to be used for residential, commercial or industrial development, shall, prior to the issuance of any building permit:
 - 1. Be zoned for planned development;
 - 2. Obtain a planned development permit; and
 - 3. Obtain Planning Director, Development Review Board, or, on appeal, City Council approval.
- B. Zone change and amendment to the zoning map are governed by the applicable provisions of the Zoning Sections, inclusive of Section 4.197.
- C. Site Design Review approval is governed by Sections 4.400 to 4.450.
- D. All planned developments require a planned development permit. The planned development permit review and approval process consists of the following multiple stages, the last two or three of which can be combined at the request of the applicant:
 - 1. Pre-application conference with Planning Department;
 - 2. Preliminary (Stage I) review by the review authority. When a zone change is necessary, application for such change shall be made simultaneously with an application for preliminary approval; and
 - 3. Final (Stage II) review by the review authority.
 - 4. In the case of a zone change and zone boundary amendment, City Council approval is required to authorize a Stage I preliminary plan except for residential development or properties within the ~~Coffee Creek Industrial Design Overlay District~~ **NWI Zone**, which may receive separate zone map amendment approvals.

(.06) *Staff Report:*

- A. The planning staff shall prepare a report of its findings and conclusions as to whether the use contemplated is consistent with the land use designated on the Comprehensive Plan. If there is a disagreement as to whether the use contemplated is consistent, the applicant, by request, or the staff, may take the preliminary information provided to the Development Review Board for a use interpretation.
- B. The applicant may proceed to apply for Stage I—Preliminary Approval - upon determination by the review authority that the use contemplated is consistent with the Comprehensive Plan.

(.07) *Preliminary Approval (Stage One):*

- A. Applications for preliminary approval for planned developments shall:
 - 1. Be made by the owner of all affected property or the owner's authorized agent; and
 - 2. Be filed on a form prescribed by the City Planning Department and filed with said Department.
 - 3. Set forth the professional coordinator and professional design team as provided in subsection (.04), above.
 - 4. State whether the development will include mixed land uses, and if so, what uses and in what proportions and locations.

- B. The application shall include conceptual and quantitatively accurate representations of the entire development sufficient to judge the scope, size, and impact of the development on the community; and, in addition to the requirements set forth in Section 4.035, shall be accompanied by the following information:
1. A boundary survey or a certified boundary description by a registered engineer or licensed surveyor.
 2. Topographic information as set forth in Section 4.035.
 3. A tabulation of the land area to be devoted to various uses, and a calculation of the average residential density per net acre. Developments within the RN zone shall show how the proposed number of units complies with the applicable maximum and minimum provisions of the RN zone.
 4. A stage development schedule demonstrating that the developer intends receive Stage II approval within two years of receiving Stage I approval, and to commence construction within two years after the approval of the final development plan, and will proceed diligently to completion; unless a phased development schedule has been approved; in which case adherence to that schedule shall be considered to constitute diligent pursuit of project completion.
 5. A commitment by the applicant to provide in the Final Approval (Stage II) a performance bond or other acceptable security for the capital improvements required by the project.
 6. If it is proposed that the final development plan will be executed in stages, a schedule thereof shall be provided.
 7. Statement of anticipated waivers from any of the applicable site development standards.
- C. An application for a Stage I approval shall be considered by the Development Review Board as follows:
1. A public hearing as provided in Section 4.013.
 2. After such hearing, the Board shall determine whether the proposal conforms to the permit criteria set forth in this Code, and may approve or disapprove the application and the accompanying preliminary development plan or require such changes therein or impose such conditions of approval as are in its judgment, necessary to ensure conformity to said criteria and regulations. In so doing, the Board may, in its discretion, authorize submission of the final development plan in stages, corresponding to different units or elements of the development. It shall do so only upon evidence assuring completion of the entire development in accordance with the preliminary development plan and stage development schedule.
 3. A final decision on a complete application and preliminary plan shall be rendered within 120 days after the application is deemed complete unless a continuance is agreed upon by the applicant and the appropriate City decision-making body.
 4. The determination of the Development Review Board shall become final at the end of the appeal period for the decision, unless appealed to the City Council in accordance with Section 4.022 of this Code.
- D. As provided in Section 4.134, an application for a Stage I approval within the ~~Coffee Creek Industrial Design Overlay District~~ **NWI Zone** may be considered by the Planning Director as follows:
1. A Class II—Administrative Review as provided in Section 4.035(.03).
 2. After considering available information, the Planning Director shall determine whether the proposal conforms to the permit criteria set forth in this Code and may approve or disapprove the application and the accompanying preliminary development plan or require such changes therein or impose such conditions of approval as are in his or her judgment, necessary to ensure conformity to said criteria and regulations. In so doing, the Planning Director may, in his or her discretion, authorize submission of the final development plan in stages, corresponding to

different units or elements of the development. The Planning Director shall do so only upon receiving evidence assuring completion of the entire development in accordance with the preliminary development plan and stage development schedule.

3. A final decision on a complete application and preliminary plan shall be rendered within 12 days after the application is deemed complete unless a continuance is agreed upon by the applicant and the Planning Director.
 4. The determination of the Planning Director shall become final at the end of the appeal period for the decision, unless appealed to the Development Review Board in accordance with Section 4.022 of this Code.
- E. An application for a Stage I approval for residential development shall be considered by the Planning Director as follows:
1. A Class II—Administrative Review as provided in Section 4.035(.03).
 2. After considering available information, the Planning Director shall determine whether the proposal conforms to the permit criteria set forth in this Code and may approve or disapprove the application and the accompanying preliminary development plan or require such changes therein or impose such conditions of approval as are in their judgment, necessary to ensure conformity to said criteria and regulations. In so doing, the Planning Director may, in their discretion, authorize submission of the final development plan in stages, corresponding to different units or elements of the development. The Planning Director shall do so only upon receiving evidence assuring completion of the entire development in accordance with the preliminary development plan and stage development schedule.
 3. Unless otherwise specified by State law, a final decision on a complete application and preliminary plan shall be rendered within 120 days after the application is deemed complete unless a continuance is agreed upon by the applicant and the Planning Director.
 4. The determination of the Planning Director shall become final at the end of the appeal period for the decision, unless appealed to the Development Review Board in accordance with Section 4.022 of this Code.

(.09) Final Approval (Stage Two):

- A. Unless an extension has been granted by the Planning Director, not later than two years after the approval or modified approval of a preliminary development plan (Stage I), the applicant shall file with the City Planning Department a final plan for the entire development or when submission in stages has been authorized pursuant to Section 4.035 for the first unit of the development, a public hearing shall be held on each such application as provided in Section 4.013, except that an application for a Stage II approval for residential development, or within the ~~Coffee Creek Industrial Design Overlay District~~ **NWI Zone as provided in Section 4.134**, must be considered by the Planning Director without a public hearing as a Class II Administrative Review as provided in Section 4.035(.03).

*****No additional changes proposed in this section*****

Section 4.156.02. Sign Review Process and General Requirements

*****No prior changes proposed in this section*****

- (.05) Class II Sign Permit.* Sign permit requests for meeting one or more of the descriptions listed in A. through C. below shall be processed as a Class II Sign Permit when the request does not conform with a Master Sign Plan or other previous sign approval but meets the requirements of the applicable sign regulations, unless the request would modify a condition of approval specifically imposed by the DRB or City Council:

- A. Existing residential development;

- B. Existing non-residential development with less than three tenants unless the request involves a freestanding or ground mounted sign greater than eight feet in height in a new location;
- C. New development or redevelopment in the ~~Coffee Creek~~ **Northwest** Industrial **(NWI)** Design Overlay District **Zone** subject to a Class II administrative review process;
- D. Major Adjustments to a Master Sign Plan when all of the following criteria are met:
 - 1. The request is compatible with the pattern of signage established in the sign plan in terms of locations, placement on buildings, proportionality to fascia and building facade, architectural design, and materials used;
 - 2. The request is due to special conditions or circumstances that make it difficult to comply with the established Master Sign Plan;
 - 3. The request involves signs for a single tenant, a single multi-tenant freestanding or ground mounted sign, or a series of similar related multi-tenant freestanding or ground mounted signs in the same development; and
 - 4. The request does not involve a freestanding or ground mounted sign greater than eight feet in height at a new location.
- E. *Class II Sign Permit Submission Requirements:* Application for a Class II Sign Permit shall include two paper copies and one electronic copy of the following in addition to all required fees:
 - 1. Completed application form prescribed by the City and signed by the property owner or their authorized representative;
 - 2. Sign drawings or descriptions of all materials, sign area and dimensions used to calculate areas, lighting methods, and other details sufficient to judge the full scale of the signs and related improvements;
 - 3. Documentation of the lengths of building or tenant space facades used in calculating maximum allowed sign area;
 - 4. Drawings of all building facades on which signs are proposed indicating the areas of the facades on which signs will be allowed; and
 - 5. Narrative describing the scope of the project, including written findings addressing all applicable review criteria, along with any other information showing how the proposed signage conforms with requirements for the applicable zone.
- F. *Class II Sign Permit Review Criteria.* Class II Sign Permits shall satisfy the sign regulations for the applicable zoning district and the Site Design Review Criteria in Sections 4.400 through 4.421, as well as the following criteria:
 - 1. The proposed signage is compatible with developments or uses permitted in the zone in terms of design, materials used, color schemes, proportionality, and location, so that it does not interfere with or detract from the visual appearance of surrounding development;
 - 2. The proposed signage will not create a nuisance or result in a significant reduction in the value or usefulness of surrounding development; and
 - 3. Special attention is paid to the interface between signs and other site elements including building architecture and landscaping, including trees.

*****No additional changes proposed in this section*****

Section 4.180. Exceptions and Modifications - Projections into Required Yards.

(.01) Certain non-structural architectural features are permitted to project into required yards or courts, without requiring the approval of a Variance or Reduced Setback Agreement, as follows:

- A. Into any required yard:
 - 1. Architectural features may project into the required yard not more than two inches for each foot of required setback.
 - 2. Architectural features on buildings within the ~~Coffee Creek Industrial Design Overlay District~~ **Northwest Industrial (NWI) Zone** shall be subject to the applicable requirements in Section 4.134.
 - 3. Open, unenclosed fire escapes may project a distance not exceeding 48 inches.
- B. Into any required yard, adjoining a street or tract with a private drive:
 - 1. Architectural features may project a distance not exceeding 40 inches.
 - 2. An uncovered porch, terrace, or patio extending no more than two and one-half feet above the finished elevation may extend within three feet of an interior side lot line, or within ten feet of a front lot line or of an exterior side lot line.

*****No additional changes proposed in this section*****

Section 4.197. Zone Changes and Amendments to This Code—Procedures.

*****No prior changes proposed in this section*****

(.02) The following procedures shall be followed for zone map amendments.

- A. When a requested quasi-judicial zone map amendment within the ~~Coffee Creek Industrial Design Overlay District~~ **Northwest Industrial (NWI) Zone** is consistent with the adopted or concurrently proposed Comprehensive Plan Map designation and only one option exists for a zone map amendment consistent with the Comprehensive Plan Map the amendment shall be reviewed by the City Council without prior review or recommendation by the Development Review Board or Planning Commission.
 - 1. The Zoning Order adopting such zone map amendments shall state the zone map amendment expires 120 days from Council adoption unless a Stage II Final Plan receives final local approval for the area subject to the zone map amendment. In the event of a LUBA appeal of the final local approval, the 120-day expiration period will be tolled pending completion of the appeal process.
 - 2. Notwithstanding the process described above an applicant may elect to have the zone map amendment reviewed by the Development Review Board for a recommendation to City Council concurrently with other land use applications for the subject property.
 - 3. If the Planning Director anticipates that individuals other than the applicant can be expected to question the requested zone map amendment's compliance with the Comprehensive Plan the Planning Director may require the zone map amendment be first reviewed by the Development Review Board to make a recommendation to City Council.
- B. When a requested quasi-judicial zone map amendment will increase residential density, the amendment shall be reviewed by the Planning Director in a Class II administrative review process without a public hearing.
- C. All other quasi-judicial zone map amendments shall be reviewed by the Development Review Board to make a recommendation to City Council and all legislative zone map amendments shall be reviewed by the Planning Commission to make a recommendation to City Council.

- D. In recommending approval or denial of a proposed zone map amendment, the review authority shall at a minimum, adopt findings addressing the following criteria:
1. That the application before the Commission or Board was submitted in accordance with the procedures set forth in Section 4.008, Section 4.125 (.18)(B)(2) or, in the case of a Planned Development, Section 4.140; and
 2. That the proposed amendment is consistent with the Comprehensive Plan map designation and substantially complies with the applicable goals, policies and objectives, set forth in the Comprehensive Plan text; and
 3. In the event that the subject property, or any portion thereof, is designated as "Residential" on the City's Comprehensive Plan Map; specific findings shall be made addressing substantial compliance with Implementation Measures 4.1.4.b, d, e, q, and x of Wilsonville's Comprehensive Plan text; and
 4. That the existing primary public facilities, including roads and sidewalks, water, sewer and storm sewer are available and are of adequate size to serve the proposed development; or, that adequate facilities can be provided in conjunction with project development. The review authority shall utilize adopted City Standards to ensure that all facilities are available and are adequately sized; and
 5. That the proposed development does not have a significant adverse effect upon Significant Resource Overlay Zone areas, an identified natural hazard, or an identified geologic hazard. When Significant Resource Overlay Zone areas or natural hazard, and/or geologic hazard are located on or abut the proposed development, the review authority shall apply conditions pursuant to Sections 4.139.00 through 4.139.11 and 4.171 to mitigate and significantly reduce conflicts between the development and identified hazard or Significant Resource Overlay Zone; and
 6. That the application includes a development schedule demonstrating that development of the property is reasonably expected to commence within two years of the initial approval of the zone change; and
 7. That the proposed development and use(s) can be developed in compliance with the applicable development standards or appropriate conditions are attached that insure that the project development substantially conforms to the applicable development standards; and
 8. Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with the development of the property. The applicant shall demonstrate compliance with the Transportation Planning Rule, specifically by addressing whether the proposed amendment has a significant effect on the transportation system pursuant to OAR 660-012-0060. A Traffic Impact Analysis (TIA) shall be prepared pursuant to the requirements in Section 4.133.05.(01).

*****No additional changes proposed in this section*****

Section 4.198. Comprehensive Plan Changes—Adoption by the City Council.

*****No prior changes proposed in this section*****

- (.02) When a requested quasi-judicial Comprehensive Plan Map amendment within the ~~Coffee Creek Industrial Design Overlay District~~ **Northwest Industrial (NWI) Zone** is consistent with an adopted master plan that is a sub-element of the Comprehensive Plan and only one option exists for a Comprehensive Plan Map amendment consistent with the adopted area plan the amendment shall be reviewed by the City Council without prior review or recommendation by the Development Review Board or Planning Commission.

- A. The ordinance adopting such Comprehensive Plan Map amendments shall state the Comprehensive Plan Map amendment expires 120 days from Council adoption unless a Stage II Final Plan receives final local approval for the area subject to the Comprehensive Plan Map amendment. In the event of a LUBA appeal of the final local approval, the 120-day expiration period will be tolled pending completion of the appeal process.
- B. Notwithstanding the process described above an applicant may elect to have the Comprehensive Plan Map amendment reviewed by the Development Review Board for a recommendation to City Council concurrently with other land use applications for the subject property.
- C. If the Planning Director anticipates that individuals other than the applicant can be expected to question the requested Comprehensive Plan Map amendment's compliance with the adopted master plan the Planning Director may require the Comprehensive Plan Map amendment be first reviewed by the Development Review Board to make a recommendation to City Council.

*****No additional changes proposed in this section*****

Section 4.610.00. Application Review Procedure.

*****No prior changes proposed in this section*****

(.03) Review Authority.

- A. *Type A or B.* Where site plan review or plat approval by the Development Review Board is not required by City ordinance, the grant or denial of the Tree Removal Permit application shall be the responsibility of the Planning Director. The Planning Director has the authority to refer a Type B permit application to the DRB under the Class II administrative review procedures of this Chapter. The decision to grant or deny a permit shall be governed by the applicable review standards enumerated in WC 4.610.10.
- B. *Type C.* Where the site is proposed for development necessitating site plan review or plat approval by the Development Review Board, the Development Review Board shall be responsible for granting or denying the application for a Tree Removal Permit, and that decision may be subject to affirmance, reversal or modification by the City Council, if subsequently reviewed by the Council. For site development applications subject to a Class II administrative review process in the ~~Coffee Creek Industrial Design Overlay District~~ **Northwest Industrial (NWI) Zone** or for residential development, the Planning Director shall be responsible for the granting or denial of the Tree Removal Permit application.
- C. *Type D.* Type D permit applications shall be subject to the standards and procedures of Class I administrative review and shall be reviewed for compliance with the Oregon Forest Practice Rules and Statutes. The Planning Director shall make the decision to grant or deny an application for a Type D permit.

*****No additional changes proposed in this section*****

Section 4.610.40. Type C Permit.

- (.01) Approval to remove any trees on property as part of a site development application may be granted in a Type C permit. A Type C permit application shall be reviewed by the standards of this subchapter and all applicable review criteria of Chapter 4. Application of the standards of this section shall not result in a reduction of square footage or loss of density, but may require an applicant to modify plans to allow for buildings of greater height. If an applicant proposes to remove trees and submits a landscaping plan as part of a site development application, an application for a Tree Removal Permit shall be included. The Tree Removal Permit application will be reviewed in the Stage II development review process. The DRB shall review all Type C permits, with the exception of Class II development review applications located within the ~~Coffee Creek Industrial Design Overlay District~~ **Northwest Industrial (NWI) Zone** or for residential

development, where the Planning Director shall have review authority. Any plan changes made that affect trees after Stage II review of a development application shall be subject to review by the original approval authority. Where mitigation is required for tree removal, such mitigation may be considered as part of the landscaping requirements as set forth in this Chapter. Tree removal shall not commence until approval of the required Stage II application and the expiration of the appeal period following that decision. If a decision approving a Type C permit is appealed, no trees shall be removed until the appeal has been settled.

*****No additional changes proposed in this section*****

Section 4.700. Procedures Relating to the Processing of Requests for Annexation and Urban Growth Boundary Amendments.

*****No prior changes proposed in this section*****

(.02) Each quasi-judicial request shall be reviewed by the Development Review Board, which shall make a recommendation to the City Council after concluding a public hearing on the proposal, except in the following circumstances:

- A. When an annexation in the ~~Coffee Creek Industrial Design Overlay District~~ **Northwest Industrial (NWI) Zone** is requested concurrent with a quasi-judicial Comprehensive Plan Map amendment and/or zone map amendment as specified in Section 4.197 (.02)A. and Section 4.198(.02), or when an annexation is for residential development consistent with an adopted Legislative Master Plan, the annexation shall be reviewed by the City Council without prior review or recommendation by the Development Review Board.
 - a. The ordinance adopting such annexation request shall state the annexation expires 120 days from Council adoption unless a Stage II Final Plan receives final local approval for the area subject to the annexation. In the event of a LUBA appeal of the final local approval, the 120-day expiration period will be tolled pending completion of the appeal process.
 - b. Notwithstanding the process described above an applicant in the ~~Coffee Creek Industrial Design Overlay District~~ **Northwest Industrial Zone** may elect to have the annexation reviewed by the Development Review Board for a recommendation to City Council concurrently with other land use applications for the subject property.
 - c. If the Planning Director anticipates that individuals other than the applicant can be expected to question the requested annexation's compliance with the applicable criteria the Planning Director may require the annexation be first reviewed by the Development Review Board to make a recommendation to City Council.

*****No additional changes proposed in this section*****

*****Note: Any section references affected by the proposed amendments throughout the Development Code will be renumbered accordingly.*****

Basalt Creek Master Plan
and
Implementing Amendments

Attachment 3
Basalt Creek Master Plan
Proposed NWI Pattern Book

Link:

https://www.wilsonvilleoregon.gov/sites/default/files/fileattachments/city_council/meeting/130221/basalt_creek_master_plan_proposed_nwi_pattern_book_attachment_3.pdf

Basalt Creek Master Plan – Proposed Comprehensive Plan Text Amendments – DRAFT August 2026

Proposed added language **bold underline italics**. Proposed removed language ~~struck through~~.

COMPREHENSIVE PLAN¹

The Wilsonville Comprehensive Plan was revised in entirety and adopted by City Council Ord. No. 517 on October 16, 2000. It has been amended since then by the ordinances and resolutions below. These ordinances have been incorporated into the July 2024 Comprehensive Plan.

Legislative Amendments

Ord. No.	Description	Adoption Date
XXX	<i>Basalt Creek Master Plan Adoption and Comprehensive Plan and Map Amendments</i>	11-18-2026
903	Housing Statutory Compliance	6-1-2026
902	Revise The Definition Of Abandoned Vehicles And To Reduce The Duration Allowed For Parking On Public Streets.	4-20-2026
901	2026 Economic Opportunities Analysis (EOA) And The Accompanying Economic Development Strategy (EDS) As A Sub-Element Of The Wilsonville Comprehensive Plan.	3-2-2026
900	Implementing An Administrative Warrants Process	11-17-2025
899	Adopting The Climate Friendly And Equitable Communities (CFEC) Parking Compliance Development Standards	7-1-2025
898	City of Wilsonville 2025-2045 Housing Needs and Capacity Analysis Adoption and Comprehensive Plan Text Amendments	6-16-2025
897	Zone Map Amendment On Frog Pond Lane For Residential Development	1-6-2025
896	Annexing 9.0 Acres on Frog Pond Lane For Residential Development	1-6-2025
895	Zone Map Amendment 8.66 Acres At OREPAC Properties	10-7-24
894	Vacation of Public Right-Of-Way For Extension of Bailey Street	10-7-2024
893	Adding Code Sections 2.380 Through 2.386 Concerning Diversity, Equity, and Inclusion	9-5-2024
892	Code To Implement Frog Pond East And South Master Plan	12-2-2024
891	Public Contracts Repealing and Replacing Code Sections	5-20-2024
890	Stormwater Master Plan Adoption	4-15-2024
888	Wastewater Treatment Plant Master Plan Adoption	1-18-2024

¹Editor's note(s)—Printed herein is the Comprehensive Plan of the City of Wilsonville revised in entirety and adopted by City Council Ordinance No. 517 on October 16, 2000. It has been amended since then by the ordinances listed in the table of legislative amendments. These ordinances have been incorporated into the current Comprehensive Plan. Amendments to the ordinance are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance. Obvious misspellings and punctuation errors have been corrected without notation. Additions made for clarity are indicated by brackets.

880	Transit Master Plan Adoption	7-17-2023
877	Frog Pond East and South Master Plan - Transportation System Plan Amendments	5-1-2023
871	Aurora Airport Good Neighbor Policies - Comprehensive Plan Text and Map Amendments	12-19-2022
870	Frog Pond East and South Master Plan Adoption and Comprehensive Plan Text and Map Amendments	12-19-2022
851	Middle Housing in Wilsonville - Comprehensive Plan Text Amendments, Frog Pond West Master Plan Amendments, Villebois Village Master Plan Amendments	10-18-2021
850	Town Center Plan - Town Center Streetscape Plan Adoption	10-18-2021
846	Town Center Plan - Transportation System Plan Amendments	11-16-2020
841	Residential Density Clarification - Comprehensive Plan Text and Map Amendments	5-4-2020
835	Town Center Plan Adoption and Comprehensive Plan Map and Text Amendments	6-5-2019
834	Basalt Creek Concept Plan - Comprehensive Plan and Map Amendments, Transportation System Plan Amendments	4-15-2019
828	Transit Master Plan Amendments (Program Enhancement Strategy)	10-15-2018
826	Parks and Recreation Comprehensive Master Plan Adoption	10-15-2018
825	Accessory Dwelling Units Senate Bill 1051 (2017) Compliance- Comprehensive Plan Text Amendments	10-15-2018
815	Water Treatment Plan Master Plan Adoption	5-7-2018
806	Frog Pond West Master Plan Adoption and Comprehensive Plan Text and Map Amendments	7-17-2017
805	Transit Master Plan Adoption (<i>Replaced by Ord. No. 880, adopted 1-18-2024</i>)	7-17-2017
789	Transportation Plan Amendments (2016 minor amendments)	5-16-2016
Res. 2536	Parks and Recreation Master Plan - Updated Master Plan for Memorial Park Improvements Adoption	6-1-2015
766	Wastewater Collection System Master Plan Adoption	2-19-2015
742	Wilsonville Residential Land Study Adoption (<i>Replaced by Ord. No. _____, adopted [add date]</i>)	5-19-2014
724	Villebois Village Master Plan Amendments (Adoption of plan for southwest "Future Study Area" aka SAP S PDP 7 "Grande Pointe")	10-21-2013
718	Transportation System Plan Adoption and Comprehensive Plan Text Amendments	6-17-2013
707	Water System Master Plan Adoption	9-6-2012
700	Stormwater Master Plan Adoption (<i>Replaced by Ord. No. 890, adopted 4-15-2024</i>)	2-23-2012
681	Villebois Village Master Plan Amendments (relocation of primary school)	7-19-2010
676	Accessory Dwelling Units—Comprehensive Plan Text Amendments	3-3-2010

674	Metro Title 13 Nature in Neighborhoods—Comprehensive Plan Text Amendments	11-16-2009
671	Transportation/IAMP—Comprehensive Plan Text Amendments	11-16-2009
670	Transportation System Plan Amendments (integration of I-5/Wilsonville Road Interchange Area Management Plan (IAMP))	11-16-2009
658	Transportation System Plan Amendment (reclassification of SW Bailey Street east of SW Boones Ferry from local to minor collector)	12-29-2008
653	Transit Master Plan Adoption (<i>Replaced by Ord. No. 805, adopted 6-17-2017</i>)	7-7-2008
638	Statewide Planning Goal 9: Economic Opportunities Analysis Adoption	12-3-2007
637	Coffee Creek 1 Master Plan Adoption (<i>Repeals Area H</i>)	10-15-2007
625	Parks and Recreation Master Plan Adoption (<i>Replaced by Ord. No. 826, adopted 10-15-2018</i>)	9-17-2007
623	Bicycle and Pedestrian Master Plan Adoption	12-20-2006
612	Transportation Plan Amendment (minor amendment for placement of curb extensions in Villebois Village Center)	6-19-2006
609	Villebois Village Master Plan Amendments (parks and stormwater)	5-15-2006
608	Stormwater Master Plan Amendments (<i>Replaced by Ord. No. 700, adopted 2-23-2012</i>)	4-6-2006
594	Villebois Village Master Plan Amendments (land use, street pattern, parks, school site)	12-3-2005
591	Wastewater Facility Plan Amendments (<i>Replaced by Ord. No. 888, adopted 1-18-2024</i>)	11-7-2005
574	Reduction of Allowable Commercial Uses in Industrially-Zoned Land and Creation of Regionally Significant Industrial Land Designation - Comprehensive Plan Text and Map Amendments	11-1-2004
573	Memorial Park Master Plan—Memorial Park Trails Plan Adoption	10-4-2004
571	Wastewater Facility Plan Adoption	8-30-2004
566	Villebois Village Master Plan Amendments (revised land use map)	6-21-2004
556	Villebois Village Master Plan Adoption	8-18-2003
552	Transportation Systems Plan Adoption (<i>Replaced by Ord. No. 718, adopted 6-17-2012</i>)	6-2-2003
555	Villebois Village Concept Plan—Comprehensive Plan Map Amendment	6-2-2003
554	Villebois Village Concept Plan—Comprehensive Plan Text Amendments	6-2-2003
549	Metro Title 5 Compliance—Comprehensive Plan Text Amendments	10-21-2002
547	Transportation System Plan (1991) Amendment (SW Elligsen Road widening for Argyle Square)	10-7-2002
531	Water System Master Plan Adoption (<i>Replaced by Ord. No. 707, adopted 9-6-2012</i>)	1-24-2002
530	Wastewater Collection System Master Plan (<i>Replaced by Ord. No. 766, adopted 2-19-2015</i>)	7-17-2001

515	Stormwater Master Plan Adoption (<i>Replaced by Ord. No. 700, adopted 2-23-2012</i>)	6-7-2001
516	Natural Resources Plan Adoption and Comprehensive Plan Text and Map Amendments	6-7-2001

*****No additional changes proposed in this section*****

ECONOMIC DEVELOPMENT

Industrial development has been the primary element in Wilsonville's growth in recent years. However, commercial development, particularly professional offices, has begun to be of interest to business developers. Housing development has also increased substantially. Metro has now projected growth that will more than double both the number of housing units and the number of jobs in Wilsonville between the year 2000 and approximately 2020. If this growth occurs as predicted, the existing imbalance between jobs and housing (estimated at more than three jobs for each housing unit in 1996) will continue into the future.

Economic trends have fluctuated significantly, although perhaps cyclically, since Wilsonville was incorporated in 1969. As with much of Oregon, the local economy hit a low point in the early 1980s but boomed throughout the 1990s.

Commercial and industrial developments accounted for a total local employment that exceeded 17,000 jobs in 1996 (Metro data—ES 202). As of October 1999, the ten top employers within the City had a total of approximately 5,200 employees. Of those top ten employers, only one was a retail store. The rest would be considered to be industrial uses of one kind or another. Although the number of workers in the ten largest local employers was impressive for a City of less than 15,000 residents, it also indicated how many smaller companies were employing people in Wilsonville. This is a clear indication of the economic diversity that the community now enjoys.

Economic conditions in Wilsonville and the broader Portland metropolitan region have fluctuated over time in response to national, regional, and global economic cycles. Wilsonville's economy has evolved from its early industrial base into a diverse employment center that includes advanced manufacturing, logistics, technology, professional services, health-related industries, and commercial services. Recent economic studies indicate that Wilsonville continues to benefit from its strategic location along the Interstate 5 corridor, proximity to regional freight infrastructure, and supply of industrial employment land. The City remains one of the region's primary employment centers and continues to attract a broad range of businesses and industries that contribute to long-term economic resiliency and diversification.

Industrial development is the basic element of economic growth as it produces goods for marketing, as well as being the primary employment generator. Commercial development is also important in that it creates secondary employment and provides retail outlets for manufactured goods. The commercial sector also provides support services for industry and personal goods and services (e.g., doctors, lawyers, food, clothing, etc.) for local residents and workers. It should be noted that having adequate

commercial services in proximity to homes and other businesses reduces the need for travel and helps to meet state and regional goals for air quality and traffic congestion.

While commercial and industrial developments are generally associated with economic growth, housing is also an important element of the local economy. Housing development provides employment in planning, engineering, architecture, construction and real estate. More important, however, is the relationship of the availability of affordable housing to the local labor market. The first section of this element of the Plan is oriented to commercial and industrial development. However, this Plan recognizes the importance of providing housing commensurate with the social and economic needs of local employees and is, therefore, followed by a section on housing.

The State's Economic Development Goal (Goal 9) is, "To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens." Prior to adoption of this statewide goal, Wilsonville had developed the 1971 General Plan. The 1971 General Plan's goals and objectives included:

To develop an attractive and economically sound community.

Encourage commercial and industrial development to provide a balanced tax base and take advantage of the City's strategic location along I-5 and the rail line.

Maintain high-quality industrial development that enhances the livability of the area and promotes diversified economic growth.

Protect industrial lands from incompatible uses.

Encourage only industries interested in and willing to participate in development and preservation of a high-quality environment.

Encourage incorporation of large office complexes in industrial parks.

Develop performance standards, in addition to site development standards, which will limit emissions of smoke, dust, odor, glare, noise, and vibration from industrial uses.

Plan for industry to take advantage of the railroad and I-5 where necessary services can be provided.

These goals and objectives are still as much value today, as they were in 1971. In addition, the 1971 Plan attempted to provide for a reasonable amount of commercial facilities in a planned relationship to the people they will serve. Commercial areas were designated to reinforce existing development patterns and to be centered along Wilsonville Road and the north freeway interchange.

Existing commercial and industrial development has generally conformed to these guidelines and the 1988 Plan reaffirmed them as desirable objectives. The Comprehensive Plan continues to retain a focus on commercial development in the form of centers, rather than strip development.

~~Wilsonville is strategically located on the fringe of the metropolitan area, just south of the confluence of the I-5 and I-205 freeways, making it very desirable for economic development. Because of this, the~~

City has an excellent opportunity to actively plan and guide its commercial and industrial development rather than remain in a passive review role. In this way, the City can ensure the type of development it wishes to occur.

In 2026, these goals and objectives continue to resonate and remain foundational to Wilsonville's long-term economic vision. Completion of the City's Economic Opportunities Analysis (EOA) and Economic Development Strategy (EDS) reaffirmed the importance of maintaining a strong industrial and employment base while also identifying additional opportunities and focus areas intended to support long-term economic resiliency, competitiveness, and community vitality. The EDS emphasizes the importance of maintaining development-ready industrial lands, coordinating strategic infrastructure investments, supporting commercial and mixed-use redevelopment opportunities, and fostering a diverse range of employment sectors, including advanced manufacturing, logistics, technology, professional services, and small business entrepreneurship. The EDS also highlights the importance of supporting tourism, local-serving businesses, unique commercial destinations, and small-scale business opportunities that contribute to Wilsonville's economic identity, quality of life, and fiscal sustainability. Together, these planning efforts reinforce the City's commitment to balancing economic growth, infrastructure readiness, environmental stewardship, and high-quality urban development.

Wilsonville is strategically located within the southern portion of the Portland metropolitan region near the confluence of Interstate 5 and Interstate 205, major freight corridors, rail infrastructure, and regional employment centers. This strategic location continues to make the City highly attractive for industrial, commercial, and employment development. As a result, Wilsonville has a significant opportunity to proactively guide future growth and redevelopment through coordinated land use planning, infrastructure investment, and economic development policies rather than relying solely on market-driven development patterns. Through implementation of the Comprehensive Plan, Economic Development Strategy, infrastructure master plans, and area-specific planning efforts such as the Coffee Creek and Basalt Creek Master Plans, the City can help ensure that future growth supports a strong and diverse economy, development-ready employment lands, high-quality industrial and commercial districts, mixed-use redevelopment opportunities, multimodal transportation systems, and a vibrant community that supports residents, businesses, employees, and visitors alike.

****No additional changes proposed in this section****

INDUSTRIAL DEVELOPMENT

GOAL 4.1

Wilsonville is basically a compact City, for this reason all industrial development should be compatible with adjacent or nearby commercial and/or residential areas. Therefore, there is little need for more than one industrial designation.

Wilsonville shall support a range of industrial and employment designations to accommodate advanced manufacturing, research and development, industrial office, craft industrial, logistics, and other employment uses. Industrial and employment areas shall function as high-quality employment districts that balance economic competitiveness, environmental constraints, infrastructure efficiency, and urban design.

Policy 4.1.3 City of Wilsonville shall encourage light industry compatible with the residential and urban nature of the City.

Policy 4.1.3 The City of Wilsonville shall encourage a range of employment and industrial uses compatible with the urban nature of the City, including advanced manufacturing, research and development, industrial office, logistics, craft industrial uses, and warehousing where appropriate. The City shall emphasize job density, family-wage jobs, economic productivity, land efficiency, and high-quality urban design within employment districts.

Implementation Measure 4.1.3.a. Develop an attractive and economically sound community.

Implementation Measure 4.1.3.b. Maintain high-quality industrial development that enhances the livability of the area and promotes diversified economic growth and a broad tax base.

~~Implementation Measure 4.1.3.c. Favor capital intensive, rather than labor intensive, industries within the City.~~
Implementation Measure 4.1.3.c. Encourage employment uses that maximize economic productivity, job density, capital investments, innovation, and long-term adaptability.

Implementation Measure 4.1.3.d. Encourage industries interested in and willing to participate in development and preservation of a high-quality environment. Continue to require adherence to performance standards for all industrial operations within the City.

Implementation Measure 4.1.3.e. Site industries where they can take advantage of existing transportation corridors such as the freeway, river, and railroad.

Implementation Measure 4.1.3.f. Encourage a diversity of industries compatible with the Plan to provide a variety of jobs for the citizens of the City and the local area.

Implementation Measure 4.1.3.g. Encourage energy-efficient, low-pollution industries.

Implementation Measure 4.1.3.h. The City, in accordance with Title 4 of the Metro Urban Growth Management Functional Plan, supports appropriate retail development within Employment and Industrial Areas. Employment and Industrial areas are expected to include some limited retail commercial uses, primarily to serve the needs of people working or living in the immediate Employment or Industrial Areas, as well as office complexes housing technology-based industries. Where the City has already designated land for

commercial development within Metro's employment areas, the City has been exempted from Metro development standards.

Implementation Measure 4.1.3.i. The City shall limit the maximum amount of square footage of gross leasable retail area per building or business in areas designated for industrial development. In order to assure compliance with Metro's standards for the development of industrial areas, retail uses with more than 60,000 square feet of gross leasable floor area per building or business shall not be permitted in areas designated for industrial development.

Implementation Measure 4.1.3.j. All industrial areas will be developed in a manner consistent with industrial planned developments in Wilsonville. Non-industrial uses may be allowed within a Planned Development Industrial Zone, provided that those non-industrial uses do not limit the industrial development potential of the area.

Implementation Measure 4.1.3.k. Encourage high-growth employment industries in which the City is already competitive, including advanced manufacturing, corporate and professional services, and health care and medical-related fields.

~~Implementation Measure 4.1.3.l. Encourage growth in industrial business types prevalent in the region but new to the City, such as "craft" manufacturing (such as bicycle manufacturing, breweries, distilleries). Consider integrating live/work units into "craft" manufacturing areas.~~

Implementation Measure 4.1.3.l. Encourage growth in emerging and innovative industrial business types, including craft industrial uses, maker spaces, artisan manufacturing, breweries, distilleries, bicycle manufacturing, and similar industries that contribute to a diverse employment base. Designated craft industrial areas may incorporate smaller-scale supporting commercial uses and limited live/work opportunities where compatible with surrounding employment uses.

Implementation Measure 4.1.3.m. Encourage new industrial development that contributes to employment districts with a high density of jobs and a range of employment opportunities.

Implementation Measure 4.1.3.n. Encourage development that incorporates active urban green spaces, such as trails, linear parks, and pocket parks, and use vegetation for buffering where possible.

Implementation Measure 4.1.3.o. Encourage development-ready parcels that support multiple building types, multiple tenants, incremental development, and long-term adaptability.

Implementation Measure 4.1.3.p. Encourage interconnected street networks and avoid superblock industrial campuses where feasible.

Implementation Measure 4.1.3.q. Support freight mobility, pedestrian and bicycle circulation, and transit-supportive design within employment districts.

Implementation Measure 4.1.3.r. Coordinate development with sewer, water, stormwater, and transportation infrastructure improvements making strategic investments to make industrial land development-ready.

Implementation Measure 4.1.3.s. Encourage high-quality industrial site and building design, including building orientation toward streets, screened parking and loading, and pedestrian-accessible frontages.

Implementation Measure 4.1.3.t. Support trails, shared-use paths, open spaces, and employee amenities within industrial and employment districts.

Implementation Measure 4.1.3.u. Utilize specialized zoning districts or subdistricts, including the Northwest Industrial (NWI) Zone and Craft Industrial (CI) Zone, to implement area Master Plans and the Comprehensive Plan vision for newly developing employment districts.

Implementation Measure 4.1.3.v. Industrial development shall integrate wetlands, streams, buffers, open space systems, trails, recreational opportunities and green infrastructure where feasible.

***No additional changes proposed in this section**

AREAS OF SPECIAL CONCERN

AREA M

This area, known as Basalt Creek, is located to the northwest of Wilsonville in Washington County. The area is generally oriented east-west, and is bound by Interstate 5 (I-5) to the east, the Portland and Western Railroad (PNWR) and the Coffee Creek Correctional Facility to the west, and Clay Street and Day Road to the south. The northern boundary is the location of the Basalt Creek Parkway, which extends from 124th Avenue and connects to Grahams Ferry Road. The Basalt Creek Parkway will run east-west between Grahams Ferry Road and Boones Ferry Road, and eventually extend over I-5. The Parkway is designed as a high-capacity major freight arterial with limited access to local streets providing industrial access between Tualatin, Sherwood, and Wilsonville.

The primary existing land uses in Basalt Creek are rural agriculture, industrial and rural residential consisting of low-density single-family housing. South of the area within the City of Wilsonville are existing and planned commercial, office, and industrial uses. The employment areas around Commerce Circle, Ridder Road, and 95th Avenue include advanced manufacturing, clean tech, warehouse, distribution, and logistics businesses. Abutting Area M along the south side of Day Road is the Coffee Creek Industrial Area, which has an adopted Master Plan and Industrial Form-based Code to enable the creation of a high-caliber business district.

The Cities of Wilsonville and Tualatin prepared the Basalt Creek Concept Plan to provide a framework for development and the provision of services in the area between the two cities. Land uses planned within the Wilsonville portion of Basalt Creek include a mix of employment development types and modest opportunities for live/work housing to support the nearby employment areas. The Concept Plan identifies three land use categories within Basalt Creek:

- High Tech Employment District. Most of the buildable acres in this area are devoted to a mix of higher density employment land. The High Tech Employment District is expected to accommodate jobs in manufacturing and high tech, with warehousing components. This land use is in the southern and eastern sections of the area, covering all land east of Boones Ferry Road, and most of the land south of Clay Street, extending to Day Road and bordered to the west by Coffee Creek Correctional Facility.
- Craft Industrial. The southwest corner of the intersection of Boones Ferry Road and the future Basalt Creek Parkway is planned as Craft Industrial, which allows for a mix of smaller scale commercial uses. This area allows less than 20 percent residential use and is expected to accommodate live/work units. This development responds to the topography on these parcels and their location directly south from residential land and southwest of the neighborhood commercial node north of the Basalt Creek Parkway. Craft Industrial provides a transition to the higher intensity employment uses to the south.
- Light Industrial District. This land is located along the southern edge of the Basalt Creek Parkway just north of the Coffee Creek Correctional Facility and will accommodate jobs primarily in warehousing and light manufacturing.

The 2013 Basalt Creek Transportation Refinement Plan (TRP) sets the layout of major new roads and improvements for the area. As the area develops, property owners will plan and build local roads connecting to this network. These roadway improvements will include enhanced bike and pedestrian facilities and connections to the future SMART transit system.

Design Objectives

1.

Consider adoption of a form-based code, similar to that adopted in the Coffee Creek Industrial Area, for new industrial development located in Basalt Creek. A form-based code in Basalt Creek would guide the development of a well-designed and uniquely attractive business community, while providing flexibility for development.

2.

Protect key natural resources and sensitive areas while making recreational opportunities accessible by integrating the new parkland, open spaces, natural areas and trails in Basalt Creek into existing regional networks. The area has distinctive natural features, particularly its namesake—Basalt Creek—and the surrounding wetlands habitat running north-south through the eastern half of the area. Development should protect, enhance, and provide access to these natural resources.

3.

Locate north-to-south trails near the Basalt Creek Canyon and provide bicycle connections that would connect to other cities and trail systems, serving as an asset for both residents and employees in the area.

4.

Provide strong transit access to support employment within Basalt Creek. Integrate transit access with the bike, pedestrian, and trail services at key access points along Grahams Ferry Road, Boones Ferry Road, Day Road, SMART Central, and the Coffee Creek Correctional Facility.

(Added per Ord. No. 834, 4-15-2019)

~~(Deleted per Ord. No. XXX, 10-5-2026)~~

AREA N

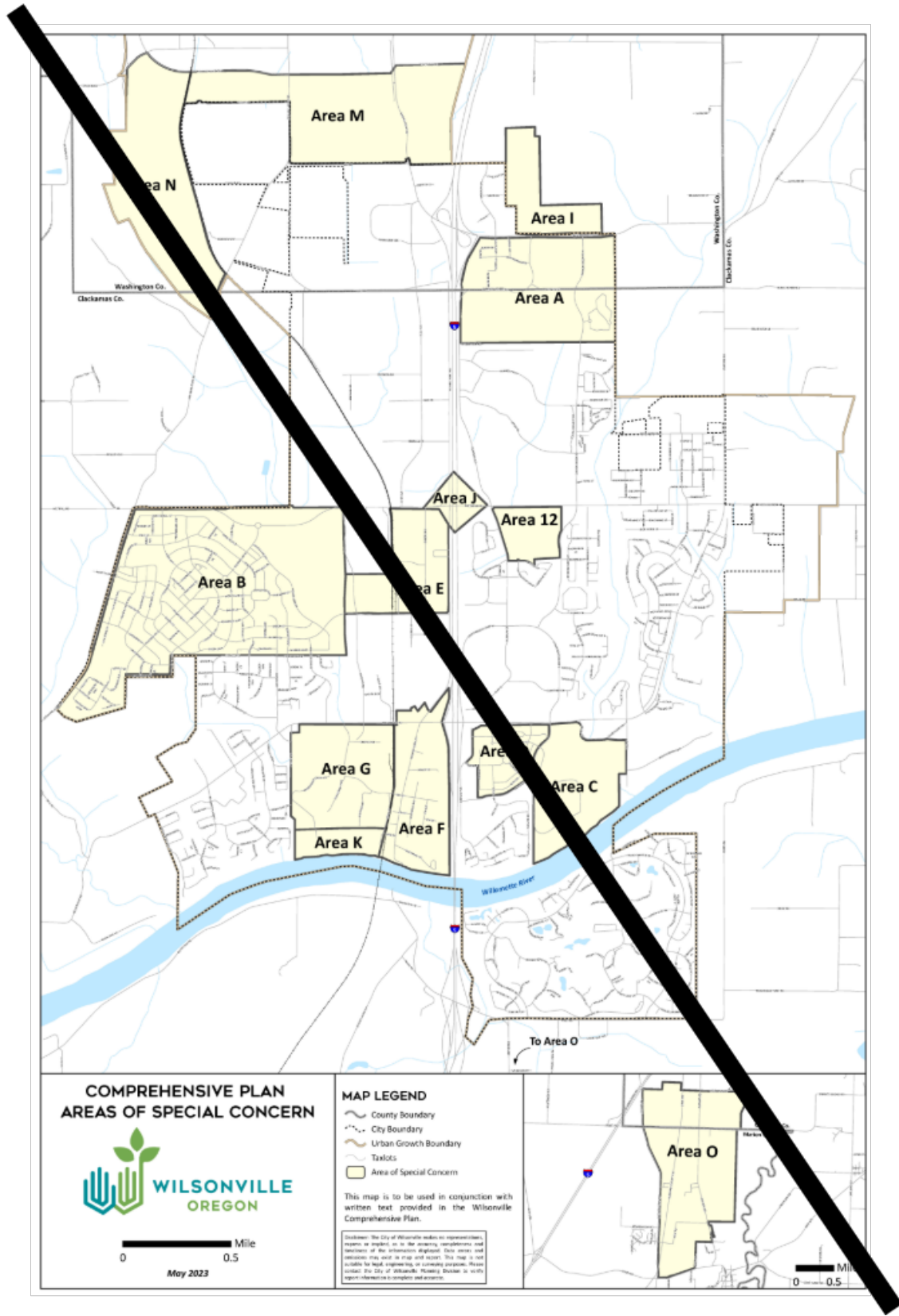
This area, known as West Railroad, is south of the Basalt Creek Parkway and in City of Wilsonville jurisdiction. The West Railroad area is divided from the Basalt Creek area by the Portland and Western Railroad (PNWR) and the Coffee Creek Correctional Facility. The area is heavily constrained by wetlands habitat, steep slopes, limited access, and fragmented property ownership. Without addressing any of these constraints, development potential is limited, and initial estimates show it would be costly to serve this area with adequate water, sewer, and transportation infrastructure. However, once development and the extension of infrastructure occurs in the rest of Basalt Creek as well as the Coffee Creek Industrial Area, additional analysis should be completed on infrastructure service costs and appropriate land uses. The area also has potential for resource conservation and future public access to nature. The area will require master planning before any development occurs.

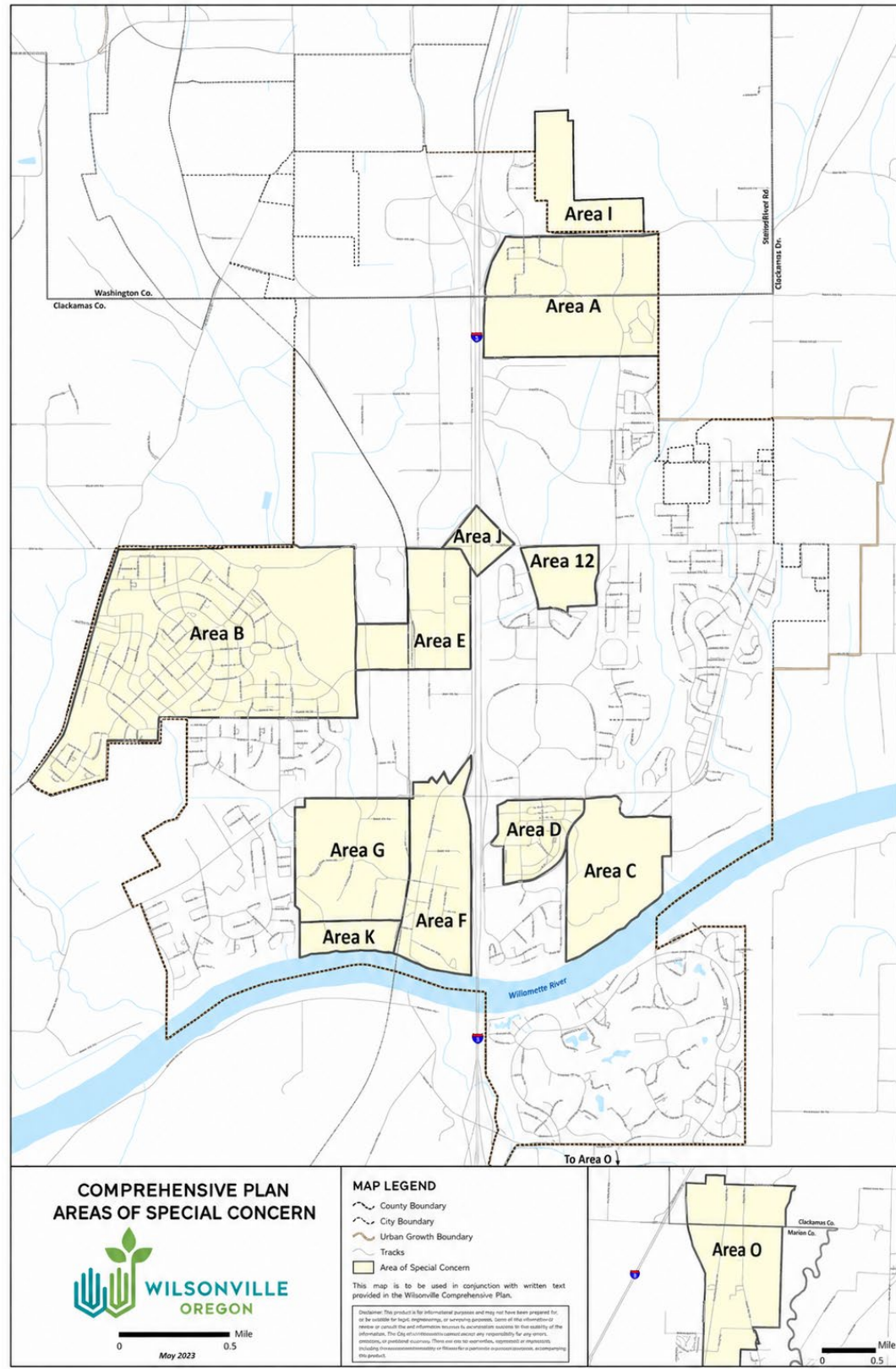
(Added per Ord. No. 834, 4-15-2019)

~~(Deleted per Ord. No. XXX, 10-5-2026)~~

AREAS OF SPECIAL CONCERN MAP

Areas of Special Concern Map is dated ~~May 11, 2023~~ **October 5, 2026** to accommodate adopted Ord. No. ~~871~~ **Ord. No. XXX** and does not include amendments made to the Map after that date.





***No additional changes proposed in this section*



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: August 17, 2026		Subject: Public Safety Project Update – Updating Wilsonville Code Enforcement Provisions	
		Staff Member: Amanda Guile-Hinman, City Attorney	
		Department: Legal	
Action Required		Advisory Board/Commission Recommendation	
☐ Motion ☐ Public Hearing Date: ☐ Ordinance 1 st Reading Date: ☐ Ordinance 2 nd Reading Date: ☐ Resolution ☒ Information or Direction ☐ Information Only ☐ Council Direction ☐ Consent Agenda		☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable	
		Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
☒ Council	Goals/Priorities: 2025-27 Council Goal No. 2: Public Safety; Strategy 2.2	☐ Adopted Master Plan(s):	☐ Not Applicable

ISSUE BEFORE COUNCIL:

Council discussion and input on proposed new administrative process for enforcing most of the Wilsonville Code.

EXECUTIVE SUMMARY:

As part of its 2025-27 Council Goals, the City Council adopted Goal 2: Public Safety. The first outcome identified in Goal 2 is to “streamline response to code enforcement challenges.” To achieve this outcome, Strategies 2.2 calls for the City to “update Chapter 1 code enforcement process and penalties” and to “investigate the potential implementation of an administrative process.” This staff report reviews the proposed structure of a new administrative code enforcement process and explains the portions of the Wilsonville Code staff recommends exempting from the administrative code enforcement process. Staff is seeking Council feedback on the recommended administrative process and exemptions, with the intent to provide Council with draft Code language at its September 21, 2026 work session.

I. BACKGROUND

The City interdepartmental project team, led by the Legal Department, began working on Strategy 2.2 in Summer 2025. As part of that process, staff: (1) undertook a comprehensive review of the Wilsonville Code to identify current enforcement provisions throughout the Wilsonville Code; (2) determined whether such provisions should be incorporated into a potential administrative enforcement process; and (3) researched other jurisdictions’ enforcement processes to develop a proposed administrative process for Council consideration.

At the December 1, 2025 Council meeting, staff provided Council with an overview of the issues experienced in the current code enforcement process; provided a summary of the current code enforcement process; reviewed other jurisdictions’ code enforcement processes; and offered recommendations for updating the City’s code enforcement procedures. Of particular note, the summary of identified issues with the City’s current code enforcement procedures is summarized below:

- Currently, Chapter 1 has a singular violation fee not exceeding \$500 per violation per day, regardless of circumstances warranting heightened fines, such as knowledge, intent, repetitiveness, and severity of violation.
- Despite misdemeanor language within the Code, the City does not currently have a streamlined process for moving code violations into Circuit or Justice Court to charge misdemeanors for code violations.
- Currently, separate procedures for enforcement exist in Chapters 4, 5, 6, 7, 8, 9, and 10, with different fine amounts, enforcement authority, and processes.
- Clear, consistent and appropriate application is of top priority in any upcoming updates to the enforcement provisions.
- There needs to be appropriate discretion for police and code enforcing authorities in the City built into the language of the provisions — ensuring that the level of authority to enforce is specified for each provision.
- The City must have the capacity to enforce any new regulations, so administration and cost burden must be considered.

Council was supportive of the proposed procedural changes, namely, creating a graduated fine structure, establishing a defined process for compliance agreements and appeals, instituting an authority structure that corresponds to the appropriate employee's responsibilities and authority, and moving forward with an administrative process for code enforcement.

Since then, as part of the overarching Council Goal 2, the Council adopted an administrative warrant process into the Wilsonville Code, which is a necessary tool for ensuring compliance with the Wilsonville Code.

As mentioned, this staff report summarizes staff's proposed updated administrative process for code enforcement and the exemptions to this administrative process.

II. SUMMARY OF ADMINISTRATIVE PROCESS

Below is a summary of the proposed administrative code enforcement process to replace the current process outlined in Chapter 1.

- Purpose and applicability:
 - Generally applies to civil (non-criminal or traffic) code violations; applies to "responsible persons," not just a property owner. Section III below highlights the code provisions staff recommends to be exempted from the proposed administrative code enforcement process.
- Investigation of possible violation:
 - Upon a complaint or proactive observation, the Compliance Officer may investigate violations and collect evidence.
 - May inspect public areas, may enter private areas only if: (1) consent; (2) administrative warrant; or (3) exigent circumstances necessitating immediate entry.
- Notice of code violation:
 - If a violation is confirmed, the Compliance Officer issues a Notice of Violation by posting and mailing (or in-person delivery).
- Corrective action by responsible person:
 - Correct violation within deadline stated in Notice of Violation.
 - Enter into a voluntary compliance agreement within the deadline stated in the Notice of Violation.
- Corrective action by City:
 - If responsible person fails to act or violates voluntary compliance agreement, City may undertake corrective action.
 - An administrative warrant is required for entry unless the violation poses an immediate threat to health or safety.
 - Notice and collection of corrective action costs:

- All responsible persons are jointly and severally liable for all costs incurred by the City.
 - City prepares Notice of Corrective Action Costs, posts on premises and mail (or in-person delivery).
 - Deadline for payment or else costs are recorded as a city lien on the property with interest.
- Remedies and penalties:
 - Corrective action cost recovery is remedial, and thus in addition to penalty(ies) for code violation(s).
 - If violation fully corrected within deadline stated in Notice of Violation or voluntary compliance agreement, then civil penalty may be waived.
 - If not fully corrected within deadline, the City may impose a civil penalty by issuing a Notice of Civil Penalty.
 - Notice of Civil Penalty is posted and mailed (or in-person delivery).
 - Each uncorrected day is a separate violation.
 - Matrix of penalties:
 - Range from \$25 to \$5,000 depending on several factors:
 - Prior violations;
 - Gravity and magnitude of violation;
 - Whether violation was repeated or continuous;
 - Whether the cause was an unavoidable accident, negligence, or an intentional act;
 - Violator's cooperativeness and efforts to correct the violation; and
 - Any other relevant rules or regulations of the City of Wilsonville.
 - If not paid, the civil penalty is recorded as a city lien against the property.
- Protests and appeals:
 - Protest to City Manager within 10 days with reasoning and evidence.
 - City Manager issues a final order to uphold, amend, or dismiss the Notice of Violation, Notice of Corrective Action Costs, or Notice of Civil Penalty.
 - Appeal to City Council within 10 days of City Manager's final order, with reasoning and evidence.
 - A responsible party may seek review of the City Council decision by writ of review under ORS Chapter 34.

III. **EXEMPTIONS FROM ADMINISTRATIVE PROCESS**

Like McMinnville and Beaverton, staff recommends explicitly stating in Chapter 1 the parts of the Wilsonville Code that are exempt from the standard administrative process. The proposed sections are outlined in the chart below, with the justification for their exemption(s).

Code Section	Description	Reason(s) for exemption
WC Chapter 5	Enforcement of traffic laws and parking	State law (ORS 153.045) requires traffic laws to be enforced by citation conforming to the listed statutory requirements; citations for parking violations are more efficient for enforcement and towing
WC 8.318	Enforcement related to erosion and sediment control permits for managing stormwater during construction activities	In 2018, the City overhauled its enforcement processes related to stormwater management due to violations occurring on construction sites. The new regulations are comprehensive and responsive to state and federal requirements for stormwater management and so changing this process to conform to Chapter 1 is not recommended. Some of the processes in Chapter 1 are modeled off of this section.
WC 8.500-8.502; 8.600-8.608	Enforcement related to the City's industrial wastewater regulations and industrial pretreatment program	The City is required, pursuant to the federal Clean Water Act and General Pretreatment Regulations, to enforce certain requirements for the treatment and disposal of wastewater. Any updates to such provisions must be approved by DEQ and so it is recommended to continue separating these provisions from the City's general enforcement provisions.
WC Chapter 9	City Building Code	State law dictates a specific enforcement process, which is incorporated into Chapter 9
WC 10.000-10.390, 10.540, 10.680	Oregon Criminal Code, Welfare of Minors, Animals, Miscellaneous Violations, Civil Exclusions, Transit Rider Rules	Chapter 10 of the Wilsonville Code covers general offenses. For those offenses that are criminal acts, they must be charged in accordance with Oregon law. Similarly, violations of the civil exclusion provisions and transit rider rules may lead to criminal trespass charges, and so those provisions are recommended to be exempted. Camping regulations and other provisions that currently provide for enforcement under Chapter 1 are recommended to remain included in the Chapter 1 enforcement processes.

IV. COUNCIL FEEDBACK AND NEXT STEPS

Staff seeks feedback from the City Council regarding the proposed approach to updating the City's general code enforcement processes. Upon receiving Council feedback, staff anticipates reviewing proposed code updates with the City Council at its September 21, 2026 work session. If the Council remains supportive of the proposed updates, staff anticipates a public hearing before the Planning Commission related to the updates to Chapter 4 in October and then a public hearing and second reading before City Council in November. The proposed effective date of any changes is January 1, 2027.

STAFF RECOMMENDATION:

Staff recommends that Chapter 1 is updated to include an overarching code enforcement administrative process, including references to each Chapter that falls under its purview. Additionally, staff recommends that other references in Wilsonville Code are updated to reflect any new Chapter 1 processes and that Chapter 1 includes language that specifies which Chapters of the Code it does NOT apply to.

EXPECTED RESULTS:

Streamlined, efficient, and clear code enforcement procedures for any violations of Wilsonville Code provisions.

TIMELINE:

Staff anticipates that a draft code update for Chapter 1 can be provided to Council in September 2026.

CURRENT YEAR BUDGET IMPACTS:

Staff do not anticipate current year budget impacts. This project is currently being managed in-house by City staff.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Council's Public Safety Goal aims to ensure that City staff and community members have the tools necessary to address different public safety and livability concerns. An administrative code enforcement process to streamline responses to code violations within the City and ensuring that there is fair and equal application of penalties to violators overall will ensure that any future issues are clearly resolved to benefit the overall community.

ALTERNATIVES:

Council could determine not to pursue code enforcement updates or to exclusively rely on the Municipal Court as the venue for prosecuting violations of the Wilsonville Code.

CITY MANAGER COMMENT:

N/A

**Planning Commission
Appointment for August 17, 2026
Council Meeting**

Item 5.

Planning Commission – Appointment

Appointment of [REDACTED] to the Planning Commission for a term beginning 8/17/2026 to 12/31/2027.

Motion: I move to ratify the appointment of [REDACTED] to the Planning Commission for a term beginning 8/17/2026 to 12/31/2027.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: August 17, 2026		Subject: Resolution No. 3277 A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Goods and Services Contract With Via Mobility, LLC For Deployment Of Mobility Eco-System CAD-AVL Planning And Passenger Information System For Smart Fleet Operations Project.	
		Staff Member: Diana Kotler, Transit Operations Manager	
		Department: SMART	
Action Required		Advisory Board/Commission Recommendation	
☒ Motion ☐ Public Hearing Date: ☐ Ordinance 1 st Reading Date: ☐ Ordinance 2 nd Reading Date: ☐ Resolution ☐ Information or Direction ☐ Information Only ☐ Council Direction ☒ Consent Agenda		☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable	
		Comments: N/A	
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
☐ Council Goals/Priorities:		☐ Adopted Master Plan(s):	☒ Not Applicable

ISSUE BEFORE COUNCIL:

To select Via Mobility, LLC as a qualified firm, to design, install, implement, and maintain Computer Aided Dispatch and Automatic Vehicle Location (CAD-AVL) planning, operations, and passenger information system for SMART transit operations.

EXECUTIVE SUMMARY:

The current SMART CAD-AVL system was deployed in calendar year 2021 through a five-year agreement. The current agreement is set to expire on October 31, 2026. In anticipation of the existing service agreement termination, SMART included this project in Fiscal Year 2026-27 operating budget.

The selected qualified vendor will provide SMART with a CAD-AVL platform to support operations, reporting, dispatching, and information sharing through web-based applications and third-party Mobile Application functions. The firm will be responsible for design, training, installation, and ongoing software support and maintenance of necessary hardware and software. The obtained CAD-AVL system will provide new hardware and software to enable dispatch and operations, customer service interactions, availability of real-time traveler information, and connectivity with other regional public transit providers. The procured technology solution will offer a seamless integration of fixed-route and dial-a-ride demand responsive travel options and trip planning features.

BACKGROUND:

Since 2008, SMART has used CAD-AVL system for operations of the transit system. The system provides fixed-route and on-demand dispatching capabilities, driver monitoring, and connectivity for General Transit Feed System (GTFS) to generate real-time arrival and departure times for customer centric and operational purposes.

Given advances in technology and expiration of the existing agreement with GMV Synchormatics on October 31, 2026, SMART issued a Request for Proposals (RFP) to select the best qualified vendor. Through a thorough solicitation and review process, Via Mobility, LLC was selected for a three-year contract with two one-year extension options.

Software as a Service (SaaS) structure of the agreement will allow SMART to make software licensing available, on a reimbursement basis, to Ride Clackamas small public transit providers.

EXPECTED RESULTS:

Contract approval with Via Mobility, LLC will provide SMART with necessary hardware and software solutions to enable operation of public transit service and accurate customer-centric real-time passenger information. The contract is attached to the resolution, subject to final negotiation of the terms by the City Attorney.

In support of SMART's work to enable regional public transit collaboration, operational and planning software platforms will be available to Ride Clackamas partners. Through a reimbursement agreement structure, SMART will be able to make software applications available to local transit providers.

TIMELINE:

Transition to the new CAD-AVL system will occur from July through October 2026. The new CAD-AVL and passenger information system will be fully deployed effective November 1, 2026. Service

agreement with Via Mobility, LLC is for a three-year term with two one-year extension options.

CURRENT YEAR BUDGET IMPACTS:

The total contract amount is not to exceed \$759,187. The contract is a three-year, with two one-year options, agreement for \$759,187, of which \$499,687 is for one-time implementation costs and \$259,500 for Software as a Service (SaaS) subscription and licensing services. Project is funded through a combination of Federal Transit Administration (FTA) Section 5307 funds, Statewide Transportation Improvement Fund (STIF) formula and local transit tax funding.

COMMUNITY INVOLVEMENT PROCESS:

This project is supported by community involvement conducted during the Transit Master Plan process.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The availability of real-time passenger information through web-based and mobile applications, at Wilsonville Welcome Transit Center, City bus stops and on the City of Wilsonville website provide our residents, and community at large, with reliable and dependable transit-related information. Accurate information leads to ridership increases as well as perception of safety and security, for operators and passengers alike.

ALTERNATIVES:

The City could repost the request for proposals (RFP) or attempt to negotiate with the other proposers. Not approving the recommended contract will result in lapse in services, due to termination of existing agreement, and inability to dispatch SMART fleet and provide information to the public, which would place service users, as well as SMART/Fleet team members, at a great disadvantage.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 3277
 - a. Goods and Services Contract

RESOLUTION NO. 3277

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A GOODS AND SERVICES CONTRACT WITH VIA MOBILITY, LLC FOR DEPLOYMENT OF MOBILITY ECO-SYSTEM CAD-AVL PLANNING AND PASSENGER INFORMATION SYSTEM FOR SMART FLEET OPERATIONS PROJECT.

WHEREAS, the City has planned and budgeted for the update in hardware and software design for SMART technology necessary for operation of public transit services (the Project); and,

WHEREAS, the City solicited proposals from qualified consultants for the Project that duly followed Federal Transit Administration Contracting Rules, the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and,

WHEREAS, seven proposals were received on March 12, 2026, with three proposals advancing to the interview phase of the selection process; and,

WHEREAS, Via Mobility, LLC submitted a proposal for the Project, and the City subsequently negotiated with the proposer a three-year with two one-year options agreement for \$759,187, of which \$499,687 is for one-time implementation costs and \$259,500 for Software as a Service (SaaS) subscription and licensing services; and,

WHEREAS, at the City's option, additional services and licenses may be purchased by Task Orders, not to exceed \$250,000; and

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

- Section 1. The procurement process for the Project duly followed Federal Transit Administration and Oregon Public Contracting Rules, and Via Mobility, LLC has provided a responsive and responsible proposal for professional 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 Via Transportation, Inc. for a stated not-to-exceed value of \$1,009,187 (\$759,187 + \$250,000 option) in substantially the form as attached hereto as Exhibit A;
- Section 3. 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, future reimbursement agreement(s) with Ride Clackamas participants to make operational and planning software available to local transit providers; and

Section 4. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of July 2026, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil
Council President Berry
Councilor Cunningham
Councilor Scull
Councilor Shevlin

EXHIBIT:

A. Goods and Services Contract

CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Mobility Ecosystem Software as a Service Project (“Project”) is made and entered into on _____ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Via Mobility, LLC**, a Delaware limited liability company (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: the Mobility Eco-System Request for Proposals, dated January 16, 2026, Contractor’s Proposal submitted in response thereto (the “Proposal”); 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. Scope of Work

Contractor will supply the software, licensing, onboarding, and ongoing support and training, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”). Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Scope of Work.

Section 3. Term

The term of this Contract shall be from the Effective Date for a period of three (3) years, unless earlier terminated in accordance herewith. Thereafter, the City will have the option to renew this Contract for up to two (2) additional one (1) year periods, by written amendment to this Contract.

Section 4. Contract Sum/Project Scope

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor on a time and materials and subscription fee basis, as set forth in **Exhibit A**, with a total contract value guaranteed not to exceed **Seven Hundred Fifty-Nine Thousand One Hundred Eighty-Seven Dollars (\$759,187)**, 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.

4.2. **Exhibit B**, attached hereto and incorporated by reference herein, outlines pricing rates provided by Contractor for additional options, services, and licenses outside of what is included as part of the Work for the Project, which may be purchased at the City’s option. Contractor will be provided with a Task Order, the form of which is attached hereto as **Exhibit C**, to complete and sign for any purchases made from **Exhibit B**. The cumulative maximum compensation amount for all Task Orders shall not exceed **Two Hundred Fifty Thousand Dollars (\$250,000)**.

4.3. Contractor’s Contract Sum is all-inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers’ compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

4.4. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

Section 5. City’s Rights and Responsibilities

5.1. 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.

5.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. 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 16**.

Section 6. City's Project Manager

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

Section 7. Contractor's Project Manager

Contractor's Project Manager is Chrissie Grover-Roybal. 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 8. Subcontractors and Assignments

8.1. Contractor shall not subcontract with others for any of the Work prescribed herein, assign this Contract, or assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Any attempted assignment of this Contract without the written consent of the City will be void.

8.2. 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). In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

8.3. Unless otherwise specifically provided by this Contract, a written consent granted in accordance with **Section 8.2**, or a valid amendment pursuant to **Section 18**, the City incurs no liability to third parties for any compensation (the City is not required to reimburse any costs for services performed by others on behalf of Contractor).

8.4. Contractor shall 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 **Section 9**, below, and meet the same insurance requirements of Contractor under this Contract.

8.5. The City has the right to enter into other agreements for the Project, to be coordinated with this Contract. Contractor must 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 must 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 9. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 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.

Section 10. Contractor's Responsibilities

10.1. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City.

10.2. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers' compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including, but not limited to, taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

10.4. 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.

10.5. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

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

10.7. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

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

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

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

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

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

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

10.11. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including, but not limited to, ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

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

10.13. Because this contract is funded, in part, by federal funds, Contractor must comply with all the required federal provisions of the Federal Transit Administration (FTA), as set forth in **Section 11**, below, some of which may overlap with those stated in this Section. Should a conflict exist, the stricter provision shall apply unless otherwise specifically pre-empted by federal law.

Section 11. Required Federal Provisions

This Contract is funded, in whole or in part, with federal funds. Contractor must therefore comply with all of the following, in addition to the provisions listed above:

11.1. **Buy America.** Contractor agrees to comply with 49 USC § 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 USC § 5323(j)(2)(C) and 49 CFR § 661.11. All steel must originate in the USA and not leave the USA at any point. Contractor shall have submitted the appropriate Buy America certification to the City before commencement of any Work. Contractor must have submitted to the City the appropriate Buy America certification with its Bid, as bids that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. See **Exhibit D**.

11.2. **Clean Air and Clean Water.** Contractor agrees to comply with the inspection and other requirements of the Clean Air Act, as amended (42 USC § 7401 *et seq.*), and the Federal Water Pollution Control Act, as amended (33 USC § 1251 *et seq.*). Contractor agrees it will not use any violating facilities, it will report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (EPA) "List of Violating Facilities," and it will report any

violation of use of prohibited facilities to the City. Contractor understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000, financed in whole or in part with federal assistance provided by the FTA.

11.3. Energy Conservation. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11.4. Recovered Materials. Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 USC § 6962), and U.S. Environmental Protection Agency, “Comprehensive Procurement Guideline for Products Containing Recovered Materials” (40 CFR Part 247).

11.5. Lobbying Restrictions. Contractor certifies, to the best of its knowledge and belief, that:

11.5.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

11.5.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

11.5.3. Contractor will require that the language of this certification be included in the award documents for all sub-awards, at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11.6. Access to Records and Reports. The following federal access to records requirements apply to this Contract:

11.6.1. Record Retention. Contractor agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to this Contract, including but not limited to documents, reports, data, statistics, subcontracts, sub-agreements, leases, arrangements, other third party agreements of any type, and supporting materials related to those records.

11.6.2. Retention Period. Contractor agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Contractor will maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records will be maintained until the City, SMART, the Federal Transit Administration (FTA) Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

11.6.3. Access to Records. Contractor agrees to provide the City, SMART, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Contractor which are related to performance of this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Contractor also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

11.6.4. Access to the Sites of Performance. Contractor agrees to permit the FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

11.7. Contract Work Hours and Safety Standards. Contractor will comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 USC § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act; 40 USC § 3701 *et seq.*; and U.S. Department of Labor regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 CFR Part 5).

11.7.1. Records Retention. Contractor will maintain payrolls and basic payroll records during the course of performance of the Services under this Contract and will preserve them for a period of three (3) years from the completion of the Services for all laborers and mechanics, including guards and watchmen, working on the Services. Such records shall contain the name and address of each such employee, social security number,

correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

11.7.2. Access to Records. The records maintained pursuant to **Subsection 11.7.1** will be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

11.7.3. Subcontracts. Contractor will require the inclusion of the language of this **Section 11** within subcontracts of all tiers.

11.8. **Civil Rights Requirements.**

Under this Contract, Contractor will, at all times, comply with the following requirements and will include these requirements in each subcontract entered into as part thereof:

11.8.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit laws at 49 USC § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

11.8.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements the FTA may issue.

11.8.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act" (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*);

U.S. Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance” (45 CFR Part 90); and federal transit law at 49 USC § 5332, Contractor agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Contractor agrees to comply with any implementing requirements the FTA may issue.

11.8.4. Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 *et seq.*); the Architectural Barriers Act of 1968, as amended (42 USC § 4151 *et seq.*); and federal transit law at 49 USC § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements the FTA may issue.

11.9. Disadvantaged Business Enterprises.

If the City must adopt a Disadvantaged Business Enterprise (DBE) program, the parties will execute a written amendment so that this Contract becomes subject to the City’s DBE program.

11.9.1. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The percentage of SMART’s overall goal for DBE participation will be determined when and if the City adopts a DBE program. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

11.9.2. Contractor and any subrecipient or subcontractor, shall not discriminate on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

11.9.3. Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after Contractor’s receipt of payment for that work from the City. In addition, ***Contractor may not hold retainage from its subcontractors.***

11.9.4. Contractor must promptly notify the City whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of the City.

11.10. Program Fraud and False or Fraudulent Statements and Related Acts.

11.10.1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq.*), and U.S. Department of Transportation regulations, “Program Fraud Civil Remedies” (49 CFR Part 31), apply to its actions pertaining to this Project. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted Project for which the Services are being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

11.10.2. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 USC Chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.

11.10.3. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11.11. Suspension and Debarment.

11.11.1. Contractor must comply with and facilitate compliance with U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment” (2 CFR Part 1200), which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)” (2 CFR Part 180). Contractor is required to verify that its principals, affiliates, and any subcontractors are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

11.11.2. Contractor is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, Contractor has certified as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11.12. Trafficking in Persons.

11.12.1. Contractor agrees that it and its employees that participate in the Project covered under this Contract may not:

11.12.1.1. Withhold monthly progress payments;

11.12.1.2. Engage in forms of trafficking in persons during the period of time that this Contract is in effect;

11.12.1.3. Procure a commercial sex act during the period of time that this Contract is in effect; or

11.12.1.4. Use forced labor in the performance of the Agreement or any subcontracts thereunder.

11.12.2. Contractor agrees to comply, and assures the compliance of each subrecipient, with federal requirements and guidance, including:

11.12.2.1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g); and

11.12.2.2. The terms of this Section, which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, per U.S. OMB’s direction.

11.12.3. Contractor agrees to, and assures that each subrecipient will:

11.12.3.1. Inform the FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and

11.12.3.2. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, suppliers, and subcontractors at every tier, including this requirement to flow down the clause.

11.13. Safe Operation of Motor Vehicles. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

11.14. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

11.14.1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

11.14.2. In implementing the prohibition under *Public Law 115-232*, Section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected

businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

11.14.3. See *Public Law 115-232*, Section 889, for additional information.

11.15. Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

11.16. Violation and Breach of Contract; Termination. The clauses concerning violation and breach of this Contract and termination of this Contract can be found in **Section 16**, below.

11.17. No Obligation by the Federal Government.

11.17.1. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this contract.

11.17.2. Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

11.18. Federal Transit Administration (FTA) Terms Controlling. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

Section 12. Indemnity

12.1. 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 to the extent caused by 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 12.3**. For those claims based on professional liability (as opposed to general liability or automobile liability), Contractor 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, to the extent they result, directly or indirectly, from the negligent acts, omissions, errors, or willful or reckless misconduct by Contractor.

12.2. Limitation of Liability. Notwithstanding anything to the contrary, express or implied, in this Section or elsewhere in this Contract, Contractor shall have no liability to City or any third party for any incident relating to City's direct operation of transportation services. In no event shall the City or Contractor be liable for punitive damages, lost profits, or reputational damages.

12.3. 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 or within the prescribed timeframe.

Section 13. Insurance

13.1. 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. 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:

13.1.1. Commercial General Liability Insurance. Contractor and any subcontractors shall obtain, each at 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 **Two Million Dollars (\$2,000,000)** for each occurrence and **Three Million Dollars (\$3,000,000)** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **Two Million Dollars (\$2,000,000)** per occurrence, Fire Damage (any one fire) in the minimum amount of **Fifty Thousand Dollars (\$50,000)**, and Medical Expense (any one person) in the minimum amount of **Five Thousand Dollars (\$5,000)**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

13.1.2. Professional Errors and Omissions Coverage. Contractor and any applicable subcontractors agree to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Work hereunder with a limit of no less than **Two Million Dollars (\$2,000,000)** per claim and aggregate. Contractor and any applicable subcontractors shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Contractor or subcontractors. Such policy shall have a retroactive date effective before the commencement of any work by Contractor or subcontractors on the Work covered by this Contract, and coverage will remain in force for a period of at least three (3) years after termination of this Contract.

13.1.3. Business Automobile Liability Insurance. If Contractor or any subcontractor 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 accident shall not be less than **Two Million Dollars (\$2,000,000)**.

13.1.4. Workers' Compensation Insurance. Contractor, any 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 **Five Hundred Thousand Dollars (\$500,000)** each accident.

13.1.5. Insurance Carrier Rating. Coverages provided by Contractor and any 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 Contractor's liabilities hereunder in Commercial General Liability, Automobile Liability, and Excess Liability 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 07 04 or its equivalent, and products and completed operations via ISO Form CG 2037 07 04 or its equivalent. Coverage shall be Primary and Non-Contributory, with the exception of Professional Errors and Omissions Coverage and Workers Compensation. Waiver of Subrogation endorsement under Consultant's Commercial General Liability, Auto Liability, and Workers Compensation policies shall be provided via ISO Form CG 2404 07 04 or its equivalent. 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 non-renewal of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by any subcontractors performing any of the Work contemplated under this Contract.

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

13.2. Primary Coverage. The coverage provided by the Commercial General Liability and Business Automobile Liability 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 14. Warranty

14.1. Contractor will provide a full replacement warranty on all products provided hereunder for a standard period of one (1) year, except for the GMV HUB and the Driver Interface ("MDT") for which the warranty period will be two (2) years. The warranty is such that if any product shall fail to perform as specified in the Proposal, upon receiving written notice of such failure, Contractor will replace such product as specified in the Proposal, at no cost to the City. Warranty dates for each product (including optional items) shall begin on each product's applicable In-Service Date, which means the day when the equipment is installed on the bus and the bus is validated and proven operational. Replacement of products shall only occur for a failure of the product itself when used properly, and not for any damage to the product caused by the intentional or negligent acts or omissions of a party other than Contractor or its officers, directors, or employees.

14.2. Contractor hereby agrees that Contractor will timely and thoroughly perform all warranty work. Work will be performed at the City's location unless the work cannot reasonably be performed on site. In that case, Contractor will be responsible for transporting the product in need of warranty work from Wilsonville and back to Wilsonville.

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

Section 15. Suspension

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 16. Early Termination; Default

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

16.1.1. By mutual written consent of the parties;

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

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

16.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to, all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties

prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

16.3. 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.

16.4. Termination under any provision of this **Section 16** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

Section 17. Survival

Termination under **Section 16** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. In particular, **Sections 9, 10.2, 10.12, 12, 14, 16.2, 19, and 20** will survive the expiration of the term of this Contract, or termination of this Contract under **Section 16**.

Section 18. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor.

Section 19. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or three (3) calendar days after having been deposited in the United States mail as first class mail or certified mail, return receipt requested, 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: Diana Kotler, Transit Operations Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: Via Mobility, LLC
Attn: Emily Shapiro, VP of Operations
114 5th Avenue, Floor 17
New York, NY 10011

Section 20. Miscellaneous Provisions

20.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

20.2. 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.

20.3. 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.

20.4. 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 the Contract.

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

20.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

20.7. 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.

20.8. 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.

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

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

20.11. 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.

20.12. 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.

20.13. 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.

20.14. 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.”

20.15. 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.

20.16. 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.

20.17. 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.

20.18. 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.

20.19. 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:

VIA MOBILITY, LLC

By: _____

Name: _____

As Its: _____

CITY:

CITY OF WILSONVILLE

By: _____

Name: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

EXHIBIT A
SCOPE OF WORK
CITY OF WILSONVILLE DEPLOYMENT SERVICE ORDER

By this service order (the “**Order**”), Via Mobility, LLC, a Delaware limited liability company with its principal office located at 114 5th Avenue, Floor 17, New York, New York 10011 (“**Via**”), and the customer identified below (“**Customer**”) agree to collaborate towards the operation by Customer of the deployment (the “**Deployment**”) in Wilsonville, Oregon.

Customer Name: City of Wilsonville Customer Entity Type / State of Incorporation: Municipal Corporation of the State of Oregon	Customer Notice Address: 29799 SW Town Center Loop E Wilsonville, OR 97070 Customer Email: dkotler@ridesmart.com
Services. Customer will receive access to the standard Via Solution and automatic software updates, comprised of: (a) Fully localized proprietary routing and matching algorithms that analyze all on-demand trip requests, dynamically assign riders to the best-suited vehicle, and group passengers headed in the same direction into efficient shared rides powered by Via’s patented technology; (b) Fully localized routing operations software to run fixed route CAD/AVL; (c) Downloadable iOS and Android rider apps and web-based portal that allow customers to book rides, manage rides, track vehicles in real time, and pay for trips; (d) Downloadable driver app that provides efficient turn-by-turn directions and updates dynamically in real-time based on schedule changes; (e) Access to the Via Operations Center (“VOC”), which allows administrators to perform a variety of functions, including booking trips, checking trip details, adjusting rider account information, providing customer support, planning and managing live operations, and accessing reports, as provided for in Appendix 1; (f) Access to the data reporting set out in Appendix 1, made available via the VOC; (g) Remix Transit and Scheduling licenses for an unlimited number of users within Customer’s organization during the Term; and (h) Dedicated Customer Success staff.	
Support Services – Installation. Via provides installation support during the Launch process including: (a) Configuration of the system, including but not limited to mapping, rider experience settings, dispatch and operator settings, and scheduling preferences. Configuration will be according to the Scope Lock document signed off on during the first phase of Launch; (b) Testing and quality assurance; (c) Coordination with subcontractors; (d) Helping Customer to build a Launch plan and change management strategy; and (e) Training drivers, dispatchers, and managers on the Via software through live in-person trainings and leave-behind guides. <i>Up to four (4) weeks of installation support is included post Launch before transitioning to ongoing support.</i>	
Support Services – Ongoing. The following services are included in the fees up to the number of hours per month identified below: (a) System adjustments: Includes configuration adjustments to mapping, rider experience settings, dispatch and operator settings, or scheduling preferences: <u>up to ten (10) hours per month</u>. (b) Expert consulting: <u>up to five (5) hours per month</u> ● Operations: Including supply optimization analysis, payment and fraud investigation, and service design analysis; ● Service expansion: Including feasibility analysis for service expansions or additional projects. (c) Tech Support: The Via Support team will use commercially reasonable efforts to respond within two (2) business days for non-critical issues (upon receipt of a detailed description of the issue as requested by Via) and to ensure that assistance is provided within a reasonable time frame. Via will also provide Customer with an appropriate channel for alerting Via to system outages or other critical issues, with respect to which Via will provide emergency assistance. <i>Via will notify Customer if Customer is within one (1) hour of exceeding the capped hourly limit on Operational Support and System Adjustments and/or Consulting Services. If requested, hours beyond those set out above will be charged on an hourly rate.</i>	

Rider Engagement Resources. Via will provide a set of marketing guides and playbooks based on best practices, along with editable templates that Customer can edit with their branding and service details.

Additional Services. Via can provide optional add-on services, including consulting, live agent support, multi-modal or third-party trip planner integrations, media and advertising services, marketing support, or access to our Remix® transit planning software for an additional fee. More details available upon request.

Customer Responsibilities.

- (a) **General.** Customer will operate and manage the Deployment as set forth in the Terms. Customer shall cooperate with Via as necessary for the purpose of setting up the Deployment and its specifications, including by providing prompt feedback to Via's inquiries and providing local insights in order to meet mutually agreed upon deadlines.
- (b) **Launch.** Within one (1) week of signing this Order, the parties will mutually agree on the targeted launch date of the Deployment ("**Launch**"). Launch shall be no fewer than twelve (12) weeks following execution of this Order. Launch date will be finalized once Scope Signoff is complete (see below). In the event that the Launch date is delayed at Customer's request or due to Customer's inaction after Scope Signoff, Customer will be charged a Technology Fee (as defined in Section "Fees" below) to accommodate hosting and other direct IT costs.
- (c) **Scope Signoff.** Upon completion of the first phase of the Launch process, consisting of scoping and service design, Via will provide to Customer a detailed description of how the system will be configured for Customer, including the service design and agreed-upon settings for Launch (the "**Scope Lock Document**"). Customer is responsible for reviewing and approving the final Scope Lock Document. Once the Scope Lock Document is signed off on by Customer, the Launch date can be finalized.
- (d) **Support Requests.** At the start of the project, Via will direct Customer towards the relevant ticketing tools to log requests. In order to trigger a product maintenance or support request, submitted tickets must contain detailed information about the nature of the request. Requests for additional features or map expansions may be subject to additional fees.
- (e) **Payment Processing.** The fees set forth above do not include any owed to the third-party payment processor. Via will facilitate an introduction to its recommended payment processor, and Customer is responsible for entering an agreement with a payment processor in order to be able to process credit card payments.

Fees.

The Total Fees for the contract term are structured to encompass initial system design, software licensing subscriptions, training, and integrations. In alignment with the pricing schedule below, costs are categorized into the following core areas:

- **Lump Sum ("LS") Implementation and Set-Up Fees:** Customer agrees to pay all Lump Sum ("LS") fees associated with Initial Design, Integration, Set-Up, and Testing (collectively, the "Installation Fee") upon signing of this Order, with payment due subject to Net 30 payment terms.
- **Annual Subscription ("AS") Licensing Fees:** Customer agrees to pay the Year 1 Annual Subscription ("AS") fees upon signing of this Order. In subsequent years, the "AS" fees shall be payable annually on the anniversary of the Launch Date.
- **Subcontractor (GMV) Pass-Through Costs:** Customer acknowledges that Via utilizes GMV Innovating Solutions as a specialized technology subcontractor to provide required hardware, external equipment, and integration services. For clarity and ease of reference, all fees and line items associated with GMV's scope of work are highlighted in yellow in the fees table below. These highlighted items are administered through Via for contract consolidation and billing convenience. Customer agrees that Via acts as an administrative intermediary for these components, utilizing a pass-through framework to facilitate unified invoicing. Any additional hardware units, replacements, or custom integrations requested by Customer during the Term that fall under GMV's scope will similarly be accommodated under these administrative terms.
- **Incremental Assignment 1 Monthly Fee:** In the event that more than five (5) active demand response vehicles are used during a given calendar month, Via will calculate Incremental Monthly Fees as defined in the "Incremental Assignment 1 Monthly Fees (Demand Response Vehicles)" table below and provide Customer with an invoice based on the actual number of active vehicles used during the previous month. Customer shall be responsible for paying the Incremental Monthly Fee within thirty (30) days of the date of such invoice.
- **Invoicing Terms for Additional Services:** Any approved ad-hoc services, additional hardware pass-through orders, or overage costs not covered under the "LS" or "AS" schedules above will be invoiced for a given month at the beginning of the following month, with payment due subject to net thirty (30) payment terms.

Initial Design, Integration, Set-Up and Testing				
Item Description	Quantity	Unit	Unit Price	Total Price
Project Services				
Project Administration & Set-Up	1	LS	\$14,500	\$14,500
Project Design & Integration	1	LS	\$1,000	\$1,000
Onboarding Design & Integration	1	LS	\$750	\$750
Testing & Corrective Action	1	LS	\$2,000	\$2,000
Installation Documentation	1	LS	\$750	\$750
Training Documentation & User Manuals	1	LS	\$2,500	\$2,500
Ongoing Maintenance Support				Included
Subtotal				\$21,500

Annual Ongoing Support and Licensing Subscription				
Item Description	Quantity	Unit	Price	Total Price
Operating Platform				
Assignment 1 - Mobile Application & Trip Planning Subscription_Required Components	3	AS	\$15,000	\$45,000
Assignment 1 - Mobile Application & Trip Planning Subscription_Essential Components				Included
Assignment 1 - Mobile Application & Trip Planning Subscription_Desired Components				Included
Assignment 2 - CAD-AVL_Required Components	3	AS	\$46,500.00	\$139,500
Assignment 2 - CAD-AVL_Essential Components				Included
Assignment 2 - CAD-AVL_Desired Components				Included
Assignment 3 - Planning Software_Required Components	3	AS	\$25,000	\$75,000
Assignment 3 - Planning Software_Essential Components				Included
Assignment 3 - Planning Software_Desired Components				Included
Subtotal				\$259,500

Hardware & Onboard Equipment and Installation				
Item Description	Quantity	Unit	Price	Total Price
Onboard Hardware				
Vehicle Logic Unit & Associated Equipment	40	EA	\$2,920	\$116,800
Hardware, MDT	40	EA	\$1,050	\$42,000
Automated Stop Announcements & Associated Equipment	3	EA	\$2,532	\$7,596
Internal Operating Networks Connectivity & Associated				N/A
Automatic Passenger Counter (APC) & Associated Equipment	3	EA	\$2,602	\$7,806
Required Software Licenses	99	EA	\$522	\$51,678
Installation	1	LS	\$13,000	\$13,000
Labor, Installation, GMV Hub + Via Driver Tablet - Per Bus	40	EA	\$1,175	\$47,000

GMV Hub extended warranty (third year, first two years incl. at no cost)	39	EA	\$325	\$12,675
APC extended warranty	1	LS	\$21,285	\$21,285
Hardware, Network Gateway	39	EA	\$1,825	\$71,175
Installation, Per Bus, Vehicle Network Gateway	39	EA	\$515	\$20,085
Vehicle Network Gateway extended warranty (second and third year, first year incl. at no cost)	74	EA	\$165	\$12,210
Spare Hardware for Public Wifi	3	EA	\$1,825	\$5,475
Bus in a Box Training Aid	1	EA	\$10,902	\$10,902
Implementation, UTA APC Analytics	1	EA	\$38,500	\$38,500
Subtotal				\$478,187

Training & Ongoing Support				
Item Description	Quantity	Unit	Price	Total Price
Communication				
Operations Training Module				Included
Passenger Information Training Module				Included
Bus Operator Training Module				Included
Reporting, Data Validation and Warehousing Training Module				Included
Customer Service Training Module				Included
Maintenance Training Module				Included
Administrative Training Module				Included
Annual Training Updates_In-Person				Included
Subtotal				\$0

Integration & External Equipment				
Item Description	Quantity	Unit	Price	Total Price
Communication				
Integration with Destination Signs				Included
Integration with Onboard Camera System				Included
Integration with Automated Passenger Counting System				Included
Subtotal				\$0

TOTAL ONE-TIME IMPLEMENTATION COST **\$499,687**

TOTAL TRAINING & ONGOING SUPPORT COST **\$0 (Included)**

TOTAL LICENSING & SUBSCRIPTION COST **\$259,500**

Memo: Incremental Assignment 1 Monthly Fees (Demand Response Vehicles)				
Item Description	Quantity	Unit	Price	Total Price
Via Demand Response Software				
Each additional Active Demand Response Vehicle - Year 1	0	AS	\$3,000.00	\$0
Each additional Active Demand Response Vehicle - Year 2	0	AS	\$3,120.00	\$0
Each additional Active Demand Response Vehicle - Year 3	0	AS	\$3,244.80	\$0

In the event that Customer elects to exercise its option to renew this Agreement for Year 4 and/or Year 5 (each an "Option Year"), the Fees for each such Option Year shall increase by five percent (5%) over the Fees applicable in the immediately preceding year.

Customer agrees that the sample invoice set out in Appendix 2 is satisfactory to Customer, both in substance and format.

Launch Delay. If the Launch Date is delayed for more than a calendar month by Customer for any reason, Customer shall be responsible for paying Via a \$2,000 monthly technology fee for the cost of maintaining the technology infrastructure for Customer's Deployment during the period of delay (the "**Technology Fee**"). The Technology Fee shall be payable monthly at the beginning of the month in which it is incurred. In the event that the duration of the delay does not exactly match calendar months, the Technology Fee will be prorated for the relevant month in which Launch occurs.

Branding. The Deployment will be branded as SMART powered by Via. The "powered by Via" banner must be used only in the exact format provided by Via, and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by Customer.

APPENDIX 1 TO SERVICE ORDER

VOC Use and Data Sharing

Authorized Users

The below exhibit sets forth the members of the Customer's "Core Team" of personnel who are designated authorized users of the VOC, including access to the data detailed below (the "**Core Team**"). Access to the VOC is conditional upon Customer notifying Via with reasonable advance notice of the name, title, email address, and any other details Via may reasonably require of the members of Customer's Core Team. The Core Team may be updated during the Term subject to Via's consent.

Exhibit 1.

Core Team	
Title	Name
[Customer to provide details no later than one month prior to Launch]	[Customer to provide details no later than one month prior to Launch]

Customer's Core Team will be granted suitable permissions to allow them to manage and authorize access of additional Customer personnel as secondary users ("**Secondary Users**") to the VOC. All Core Team and Secondary Users will be subject to Customer's confidentiality and non-disclosure obligations, as described in the Terms. For the avoidance of any doubt, Customer's Core Team responsibility includes granting permissions to Secondary Users only to the extent such permission is needed for Customer's operation of the Deployment and in compliance with applicable privacy legislation, and removing any Secondary User access once it is no longer needed. Via retains the right to deny or revoke any Core Team or Secondary User access if Via suspects that such access may be causing or has caused a breach of the Terms, or any user guidance Via issues from time to time.

Authorized Operators

Customer may not provide access to the Via Solution to any third party except with Via's prior written consent. In the event that Customer wishes to engage a third-party operator ("**Operator**") to operate the Deployment, Customer shall provide Via with a copy of an Operator Acknowledgement Form in the form required by Via, duly executed by such Operator, as a prerequisite for Via's allowing the Operator access to the Via Solution. For the avoidance of doubt, no Operator will be allowed access to the Via Solution without having signed the Operator Acknowledgement Form. Customer's Core Team will be responsible for grant of VOC permissions to the Operator's team, which will be considered Secondary Users for all purposes. As between Customer and Via, Customer shall remain responsible for acts and omissions of any Operator as it relates to Operator's access to the Via Solution.

Data Sharing Plan

As part of the Deployment, and as detailed below, Via will make access to data available to members of Customer's Core Team, and any above-authorized Customer's Secondary User(s) and/or Operator(s), for the purpose of research and program evaluation for the duration of the Term. The data will be accessible in the VOC, and may not be shared through any other method unless otherwise authorized in writing by Via. Any and all data made available under this Order are trade secrets of Via and subject to the confidentiality and other protective provisions set forth in the Terms at all times. Customer may not share any such data with anyone not authorized in accordance with this Appendix 1.

To protect Via's Intellectual Property Rights and the privacy of riders, Via will provide the following data tables and dashboards in the form of aggregated reports and data tables to Customer through VOC:

- Service KPI Dashboards: Visualized dashboards and graphs of Key Performance Indicators. These dashboards provide a high level view of the overall service performance across a number of metrics and periods of time. Dashboards are available for download as .jpeg files or in raw form as excel spreadsheets.
- Data Generator: Set of tables with granular raw data about the service that are available for download as excel or csv spreadsheets.

The reports will be refreshed daily. The reports are aggregated and any information about individual riders is de-identified. [Additional off-the-shelf reporting may be made available to Customer upon request, at Via's discretion. Custom reports will need to be scoped and may come at additional cost.]

SERVICE KPI DASHBOARD	
Dashboard	Report Metrics
Service Operations Metrics & Graphs	● Total ride requests ● Requests during service hours ● Met Demand ● Met Demand Rate ● Completed rides ● Completed Rides Rate ● Detailed Ride Requests Status ● Active Riders ● Driver Hours ● Utilization
Rider Experience Metrics & Graphs	● Average Ride Duration ● Average Ride Rating ● Average Pickup Walking Distance (<i>corner-to-corner services only</i>) ● Aggregation Rate ● Average ETA ● Dropoff Time Requested vs. Scheduled* ● Dropoff Time Scheduled vs. Actual* ● Pickup Time Requested vs. Scheduled* ● Pickup Time Scheduled vs. Actual* <i>*Pre-booked rides only</i>
Rider Growth Metrics & Graphs	● Accounts Created ● Active Riders ● Total Riders Who Requested a Ride ● Total Riders Who Completed a Ride ● Completed Rides Per Rider
Ride Rating Metrics and Graphs	● Avg. Ride Rating ● Total Bookings with Ratings ● Percent Bookings with Ratings ● Total Five Star Ratings ● Percent Five Star Ratings ● Label per Rating ● Rating Distribution
Advanced Prebooking Metrics & Graphs (<i>prebooking only</i>)	● Request Source ● Recurring Type ● Hours Booked in Advance ● Hours Canceled in Advance

DATA GENERATOR	
Table	Data Columns
Ride Request Table	● Request Creation Date & Time ● Request ID ● Request Status ● Rider ID ● Wheelchair Accessible ● Booking Method ● Number of Passengers ● Booking type (<i>PB+OD only</i>) ● Origin Address ● Origin Lat + Long ● Destination Address ● Destination Lat + Long ● Actual Pickup Time ● Cancellation Time ● No Show Time ● Ride Price ● Ride Distance ● Ride Duration (min) ● Ride Rating
Rider Activities Table	● Rider ID ● Account Creation Date ● Total Requests ● Total Completed Rides ● Total Cancellations ● Total No Shows
Drivers Table	● Drive ID ● Driver Name ● Driver Email ● Active Status ● Total Shift Hours ● Avg. Shift Hours Per Day ● Avg. Shift Hours From First Assignment Per Day ● Avg. Break Hours Per Day ● Total Accepted Rides ● Avg. Rating From Riders

Vehicles Table	● Vehicle ID ● Active Status ● Visual ID ● Short Visual Identifier ● Maker ● Color ● Vehicle Capacity ● Max Capacity ● Wheelchair Capacity
NTD S-10 Report <i>Available upon request for required reporting to the FTA. (United States only)</i>	● Service Date ● Day of the Week ● Vehicles Operated in Maximum Service (VOMS) ● Actual Vehicle Hours ● Actual Vehicle Miles ● Vehicle Revenue Hours ● Vehicle Revenue Miles ● Unlinked Passenger Trips ● Passenger Miles Traveled

APPENDIX 2 TO SERVICE ORDER**Sample Invoice****CONFIDENTIAL**

Via Mobility, LLC
 114 5th Avenue, Floor 17
 New York NY 10011 United States

Bill To

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

Invoice**Date****Invoice #****Terms**

Net 30

Due Date**PO #****Billing Period**

Description	Rate	Quantity	Amount
Description of the Fee: Vehicle Fees, Ride Fees and/or Total Vehicle Hours			

Please make checks payable to:

Via Mobility
 P.O. Box 7410493
 Chicago, IL 60674-0493

Wire Instructions:

Bank of America, N.A.
 222 Broadway,
 New York, NY 10038
 Wire Routing # - 026009593
 ACH Routing # - 021000322
 Account # - 483065995955
 Swift Code - BOFAUS3N

Exhibit B: Remix List Pirc for SMART Contract Participants

Remix List Price for SMART Contract Participants		
Line #	Description	List Price
1	Remix Scheduling - 1Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$28,930 Annual Minimum	\$920.00
2	Remix Scheduling - 1Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$28,930 Annual Minimum	\$725.00
3	Remix Scheduling - 1Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$28,930 Annual Minimum	\$640.00
4	Remix Scheduling - 1Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$28,930 Annual Minimum	\$490.00
5	Remix Scheduling - 3Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$28,100 Annual Minimum	\$892.00
6	Remix Scheduling - 3Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$28,100 Annual Minimum	\$703.00
7	Remix Scheduling - 3Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$28,100 Annual Minimum	\$621.00
8	Remix Scheduling - 3Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$28,100 Annual Minimum	\$475.00
9	Remix Scheduling - 5Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$27,300 Annual Minimum	\$865.00
10	Remix Scheduling - 5Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$27,300 Annual Minimum	\$682.00
11	Remix Scheduling - 5Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$27,300 Annual Minimum	\$602.00
12	Remix Scheduling - 5Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$27,300 Annual Minimum	\$461.00
13	Remix Planning - Base Fee	\$18,690.00
14	Remix Planning - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 0-50 Buses, Subject Always to a \$18,690 Annual Minimum	\$293.00
15	Remix Planning - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 51-100 Buses, Subject Always to a \$18,690 Annual Minimum	\$285.00
16	Remix Planning - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 101-500 Buses, Subject Always to a \$18,690 Annual Minimum	\$280.00
17	Remix Planning - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 501+ Buses, Subject Always to a \$18,690 Annual Minimum	\$275.00
18	Remix Planning - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 0-50 Buses, Subject Always to a \$18,690 Annual Minimum	\$283.00
19	Remix Planning - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 51-100 Buses, Subject Always to a \$18,690 Annual Minimum	\$278.00
20	Remix Planning - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 101-500 Buses, Subject Always to a \$18,690 Annual Minimum	\$273.00
21	Remix Planning - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 501+ Buses, Subject Always to a \$18,690 Annual Minimum	\$267.00
22	Remix Planning - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 0-50 Buses, Subject Always to a \$18,690 Annual Minimum	\$276.00
23	Remix Planning - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 51-100 Buses, Subject Always to a \$18,690 Annual Minimum	\$271.00
24	Remix Planning - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 101-500 Buses, Subject Always to a \$18,690 Annual Minimum	\$264.00
25	Remix Planning - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 501+ Buses, Subject Always to a \$18,690 Annual Minimum	\$259.00
26	Remix On-Demand Planning (Requires Planning Contract) - Base Fee	\$5,500.00
27	Remix On-Demand Planning (Requires Planning Contract) - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 0-50 Buses, Subject Always	\$103.00
28	Remix On-Demand Planning (Requires Planning Contract) - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 51-100 Buses, Subject	\$101.00
29	Remix On-Demand Planning (Requires Planning Contract) - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 101-500 Buses, Subject	\$98.00
30	Remix On-Demand Planning (Requires Planning Contract) - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 501+ Buses, Subject	\$95.00
31	Remix On-Demand Planning (Requires Planning Contract) - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 0-50 Buses, Subject Always	\$100.00
32	Remix On-Demand Planning (Requires Planning Contract) - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 51-100 Buses, Subject	\$98.00
33	Remix On-Demand Planning (Requires Planning Contract) - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 101-500 Buses, Subject	\$95.00
34	Remix On-Demand Planning (Requires Planning Contract) - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 501+ Buses, Subject	\$93.00
35	Remix On-Demand Planning (Requires Planning Contract) - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 0-50 Buses, Subject Always	\$96.00
36	Remix On-Demand Planning (Requires Planning Contract) - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 51-100 Buses, Subject	\$94.00
37	Remix On-Demand Planning (Requires Planning Contract) - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 101-500 Buses, Subject	\$93.00
38	Remix On-Demand Planning (Requires Planning Contract) - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 501+ Buses, Subject	\$91.00
39	Remix Streets - 1Y Contract - Fee per Person per Year: Population 0-.50,000, Subject Always to a \$18,000 Annual Minimum	\$0.129

40	Remix Streets - 1Y Contract - Fee per Person per Year: Population 50,001-100,000, Subject Always to a \$18,000 Annual Minimum	\$0.129
41	Remix Streets - 1Y Contract - Fee per Person per Year: Population 100,001-250,000, Subject Always to a \$18,000 Annual Minimum	\$0.129
42	Remix Streets - 1Y Contract - Fee per Person per Year: Population 250,001-500,000, Subject Always to a \$18,000 Annual Minimum	\$0.129
43	Remix Streets - 1Y Contract - Fee per Person per Year: Population 500,001-1,000,000, Subject Always to a \$18,000 Annual Minimum	\$0.106
44	Remix Streets - 1Y Contract - Fee per Person per Year: Population 1,000,001+, Subject Always to a \$18,000 Annual Minimum	\$0.024
45	Remix Streets - 3Y Contract - Fee per Person per Year: Population 0-50,000, Subject Always to a \$18,000 Annual Minimum	\$0.125
46	Remix Streets - 3Y Contract - Fee per Person per Year: Population 50,001-100,000, Subject Always to a \$18,000 Annual Minimum	\$0.125
47	Remix Streets - 3Y Contract - Fee per Person per Year: Population 100,001-250,000, Subject Always to a \$18,000 Annual Minimum	\$0.125
48	Remix Streets - 3Y Contract - Fee per Person per Year: Population 250,001-500,000, Subject Always to a \$18,000 Annual Minimum	\$0.125
49	Remix Streets - 3Y Contract - Fee per Person per Year: Population 500,001-1,000,000, Subject Always to a \$18,000 Annual Minimum	\$0.102
50	Remix Streets - 3Y Contract - Fee per Person per Year: Population 1,000,001+, Subject Always to a \$18,000 Annual Minimum	\$0.023
51	Remix Streets - 5Y Contract - Fee per Person per Year: Population 0-50,000, Subject Always to a \$18,000 Annual Minimum	\$0.122
52	Remix Streets - 5Y Contract - Fee per Person per Year: Population 50,001-100,000, Subject Always to a \$18,000 Annual Minimum	\$0.122
53	Remix Streets - 5Y Contract - Fee per Person per Year: Population 100,001-250,000, Subject Always to a \$18,000 Annual Minimum	\$0.122
54	Remix Streets - 5Y Contract - Fee per Person per Year: Population 250,001-500,000, Subject Always to a \$18,000 Annual Minimum	\$0.122
55	Remix Streets - 5Y Contract - Fee per Person per Year: Population 500,001-1,000,000, Subject Always to a \$18,000 Annual Minimum	\$0.099
56	Remix Streets - 5Y Contract - Fee per Person per Year: Population 1,000,001+, Subject Always to a \$18,000 Annual Minimum	\$0.022
57	First Remix Product - 1Y Contract - Installation Fee: 0-50 Buses or Population 0 - 50,000	\$5,800.00
58	First Remix Product - 1Y Contract - Installation Fee: 51-100 Buses or Population 50,001 - 100,000	\$8,900.00
59	First Remix Product - 1Y Contract - Installation Fee: 101-500 Buses or Population 100,001 - 250,000	\$11,700.00
60	First Remix Product - 1Y Contract - Installation Fee: 501+ Buses or Population 250,001+	\$14,600.00
61	First Remix Product - 3Y Contract - Installation Fee: 0-50 Buses or Population 0 - 50,000	\$5,600.00
62	First Remix Product - 3Y Contract - Installation Fee: 51-100 Buses or Population 50,001 - 100,000	\$8,500.00
63	First Remix Product - 3Y Contract - Installation Fee: 101-500 Buses or Population 100,001 - 250,000	\$11,400.00
64	First Remix Product - 3Y Contract - Installation Fee: 501+ Buses or Population 250,001+	\$14,300.00
65	First Remix Product - 5Y Contract - Installation Fee: 0-50 Buses or Population 0 - 50,000	\$5,500.00
66	First Remix Product - 5Y Contract - Installation Fee: 51-100 Buses or Population 50,001 - 100,000	\$8,300.00
67	First Remix Product - 5Y Contract - Installation Fee: 101-500 Buses or Population 100,001 - 250,000	\$11,000.00
68	First Remix Product - 5Y Contract - Installation Fee: 501+ Buses or Population 250,001+	\$13,900.00
69	Remix Planning for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$18,690 Annual Minimum	\$204.00
70	Remix Planning for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$18,690 Annual Minimum	\$201.00
71	Remix Planning for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$18,690 Annual	\$196.00
72	Remix Planning for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$18,690 Annual Minimum	\$192.00
73	Remix Planning for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$18,690 Annual Minimum	\$200.00
74	Remix Planning for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$18,690 Annual Minimum	\$195.00
75	Remix Planning for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$18,690 Annual	\$191.00
76	Remix Planning for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$18,690 Annual Minimum	\$186.00
77	Remix Planning for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$18,690 Annual Minimum	\$194.00
78	Remix Planning for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$18,690 Annual	\$188.00
79	Remix Planning for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$18,690 Annual	\$185.00
80	Remix Planning for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$18,690 Annual Minimum	\$180.00
81	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 1Y Contract - Fee per Bus per Year: 0-50 Buses, Subject	\$71.00
82	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 1Y Contract - Fee per Bus per Year: 51-100 Buses,	\$70.00
83	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 1Y Contract - Fee per Bus per Year: 101-500 Buses,	\$68.00

84	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 1Y Contract - Fee per Bus per Year: 501+ Buses,	\$66.00
85	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 3Y Contract - Fee per Bus per Year: 0-50 Buses, Subject	\$69.00
86	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 3Y Contract - Fee per Bus per Year: 51-100 Buses,	\$68.00
87	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 3Y Contract - Fee per Bus per Year: 101-500 Buses,	\$66.00
88	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 3Y Contract - Fee per Bus per Year: 501+ Buses,	\$65.00
89	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 5Y Contract - Fee per Bus per Year: 0-50 Buses, Subject	\$67.00
90	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 5Y Contract - Fee per Bus per Year: 51-100 Buses,	\$66.00
91	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 5Y Contract - Fee per Bus per Year: 101-500 Buses,	\$65.00
92	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 5Y Contract - Fee per Bus per Year: 501+ Buses,	\$64.00
93	Remix Scheduling for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$28,930 Annual Minimum	\$736.00
94	Remix Scheduling for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$28,930 Annual	\$728.00
95	Remix Scheduling for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$28,930 Annual	\$720.00
96	Remix Scheduling for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$28,930 Annual Minimum	\$713.00
97	Remix Scheduling for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$28,100 Annual Minimum	\$715.00
98	Remix Scheduling for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$28,100 Annual	\$708.00
99	Remix Scheduling for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$28,100 Annual	\$698.00
100	Remix Scheduling for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$28,100 Annual Minimum	\$691.00
101	Remix Scheduling for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$27,300 Annual Minimum	\$694.00
102	Remix Scheduling for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$27,300 Annual	\$686.00
103	Remix Scheduling for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$27,300 Annual	\$677.00
104	Remix Scheduling for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$27,300 Annual Minimum	\$670.00
105	Remix Streets for Transit Agencies - 1Y Contract - Fee per Person per Year: Population 0-50,000, Subject Always to a \$18,000 Annual Minimum	\$0.093
106	Remix Streets for Transit Agencies - 1Y Contract - Fee per Person per Year: Population 50,001-100,000, Subject Always to a \$18,000 Annual	\$0.093
107	Remix Streets for Transit Agencies - 1Y Contract - Fee per Person per Year: Population 100,001-250,000, Subject Always to a \$18,000 Annual	\$0.093
108	Remix Streets for Transit Agencies - 1Y Contract - Fee per Person per Year: Population 250,001-500,000, Subject Always to a \$18,000 Annual	\$0.093
109	Remix Streets for Transit Agencies - 1Y Contract - Fee per Person per Year: Population 500,001-1,000,000, Subject Always to a \$18,000 Annual	\$0.072
110	Remix Streets for Transit Agencies - 1Y Contract - Fee per Person per Year: Population 1,000,001+, Subject Always to a \$18,000 Annual	\$0.021
111	Remix Streets for Transit Agencies - 3Y Contract - Fee per Person per Year: Population 0-50,000, Subject Always to a \$18,000 Annual Minimum	\$0.093
112	Remix Streets for Transit Agencies - 3Y Contract - Fee per Person per Year: Population 50,001-100,000, Subject Always to a \$18,000 Annual	\$0.093
113	Remix Streets for Transit Agencies - 3Y Contract - Fee per Person per Year: Population 100,001-250,000, Subject Always to a \$18,000 Annual	\$0.093
114	Remix Streets for Transit Agencies - 3Y Contract - Fee per Person per Year: Population 250,001-500,000, Subject Always to a \$18,000 Annual	\$0.093
115	Remix Streets for Transit Agencies - 3Y Contract - Fee per Person per Year: Population 500,001-1,000,000, Subject Always to a \$18,000 Annual	\$0.072
116	Remix Streets for Transit Agencies - 3Y Contract - Fee per Person per Year: Population 1,000,001+, Subject Always to a \$18,000 Annual	\$0.021
117	Remix Streets for Transit Agencies - 5Y Contract - Fee per Person per Year: Population 0-50,000, Subject Always to a \$18,000 Annual Minimum	\$0.082
118	Remix Streets for Transit Agencies - 5Y Contract - Fee per Person per Year: Population 50,001-100,000, Subject Always to a \$18,000 Annual	\$0.082
119	Remix Streets for Transit Agencies - 5Y Contract - Fee per Person per Year: Population 100,001-250,000, Subject Always to a \$18,000 Annual	\$0.082
120	Remix Streets for Transit Agencies - 5Y Contract - Fee per Person per Year: Population 250,001-500,000, Subject Always to a \$18,000 Annual	\$0.082
121	Remix Streets for Transit Agencies - 5Y Contract - Fee per Person per Year: Population 500,001-1,000,000, Subject Always to a \$18,000 Annual	\$0.072
122	Remix Streets for Transit Agencies - 5Y Contract - Fee per Person per Year: Population 1,000,001+, Subject Always to a \$18,000 Annual	\$0.021
123	Fee per Hour for Consulting Services	\$271.00
124	Remix Operations Module - 1Y Contract - Fee per Bus per Year: 0-50 Buses (Requires Remix Planning + Scheduling License)	\$315.00
125	Remix Operations Module - 1Y Contract - Fee per Bus per Year: 51-100 Buses (Requires Remix Planning + Scheduling License)	\$312.00
126	Remix Operations Module - 1Y Contract - Fee per Bus per Year: 101-500 Buses (Requires Remix Planning + Scheduling License)	\$309.00
127	Remix Operations Module - 1Y Contract - Fee per Bus per Year: 500+ Buses (Requires Remix Planning + Scheduling License)	\$305.00

128	Remix Operations Module - 3Y Contract - Fee per Bus per Year: 0-50 Buses (Requires Remix Planning + Scheduling License)	\$307.00
129	Remix Operations Module - 3Y Contract - Fee per Bus per Year: 51-100 Buses (Requires Remix Planning + Scheduling License)	\$303.00
130	Remix Operations Module - 3Y Contract - Fee per Bus per Year: 101-500 Buses (Requires Remix Planning + Scheduling License)	\$300.00
131	Remix Operations Module - 3Y Contract - Fee per Bus per Year: 500+ Buses (Requires Remix Planning + Scheduling License)	\$297.00
132	Remix Operations Module - 5Y Contract - Fee per Bus per Year: 0-50 Buses (Requires Remix Planning + Scheduling License)	\$298.00
133	Remix Operations Module - 5Y Contract - Fee per Bus per Year: 51-100 Buses (Requires Remix Planning + Scheduling License)	\$294.00
134	Remix Operations Module - 5Y Contract - Fee per Bus per Year: 101-500 Buses (Requires Remix Planning + Scheduling License)	\$290.00
135	Remix Operations Module - 5Y Contract - Fee per Bus per Year: 500+ Buses (Requires Remix Planning + Scheduling License)	\$286.00

GSK Contract No. 26441-0**TASK ORDER # _____****Mobility Ecosystem SaaS**

TITLE OF TASK ORDER: _____

DATE: _____

CITY REFERENCE #: _____

PROJECT MANAGER: _____

PROJECT: _____

This Task Order is executed pursuant to a Goods and Services Contract for **Mobility Ecosystem Software as a Service** ("Contract"), by and between **Via Mobility, LLC** ("Contractor") and the **City of Wilsonville** (the "City"), dated _____. All Terms and Conditions of the Contract shall remain in full force and effect during performance of this Task Order, except as otherwise specifically identified herein:

(Describe any exception, if any, or indicate Not Applicable)

Scope of Services

Consultant shall provide the services and perform all of the tasks as attached hereto as Exhibit 1 on a subscription and/or time and materials not-to-exceed basis, as applicable, according to Contractor's Remix Price for SMART Contract Participants document, attached to the Contract as Exhibit B and any task-specific cost proposal, attached hereto. The Total Task Order Not-to-Exceed Price is \$_____. Per Oregon Public Contracting Law, the value of services under this Task Order, plus any previous or continuing services for the same project shall not exceed \$250,000.

Term

This Task Order commences on the date shown above, and must be completed on or before _____, 20____. All Services shall be completed by said date, unless extended by the parties, in writing.

Via Mobility, LLC**City of Wilsonville**

By: _____
 Signature

By: _____
 Signature

 Printed Name and Title

 Printed Name and Title

BUY AMERICA CERTIFICATION

Certification Requirement for the Procurement of Steel, Iron, or Manufactured Products

SMART Mobility Eco-System

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS:

The bidder or offeror hereby certifies that it will comply with the requirements of 49 USC 5323(j), and the applicable regulations in 49 CFR Part 661.

Date: 3/10/2026

Signature: Signed by: Alex Lavoie
C7652978C824421...

Company: Via Mobility, LLC

Name: Alex Lavoie

Title: Manager

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS:

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j), but it may qualify for an exception to the requirement pursuant to 49 USC 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____



CITY COUNCIL MINUTES

August 03, 2026, at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, August 3, 2026. The Mayor called the meeting to order at 7:00 p.m., followed by the roll call and the Pledge of Allegiance.

PRESENT:

Mayor O'Neil
 Councilor President Berry
 Councilor Cunningham
 Councilor Shevlin
 Councilor Scull

STAFF PRESENT:

Adam Ibrahim, Administration Intern
 Amanda Guile-Hinman, City Attorney
 Aliese Cloo, Assistant City Attorney
 Andrea Villagrana, Human Resource Manager
 Bill Evans, Communications & Marketing Manager
 Everett Wild, Government Affairs Manager
 Jeanna Troha, City Manager
 Kimberly Veliz, City Recorder
 Matt Lorenzen, Economic Development Manager
 Miranda Bateschell, Planning Director
 Zoe Mombert, Assistant to the City Manager

3. Motion to approve the following order of the agenda.

Motion: Moved to approve the following order of the agenda.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

Mayor O'Neil, Councilor Berry, Councilor Shevlin, Councilor Cunningham, Councilor Scull

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

4. Upcoming Meetings (*Link to City Calendar: <https://www.wilsonvilleoregon.gov/calendar>*)

The Mayor highlighted items of community interest.

Wilsonville Rotary Summer Concert Series

- Final concert to be held on August 6, 2026, in Town Center Park, featuring an ABBA tribute band, with the Farmers Market open concurrently.

Land Conservation and Development Commission (LCDC)

- The Mayor reported that he had testified before LCDC on behalf of the League of Oregon Cities (LOC) regarding proposed state model ordinance housing rules. He expressed support for the goal of increasing housing opportunities while noting that many Oregon cities have serious concerns about the practical application of the proposed rules, citing garage setback provisions that could result in vehicles overhanging sidewalks as one example. He emphasized the importance of local flexibility in meeting state housing goals.

Boone Bridge Tour

- The Mayor reported that he joined Congresswoman Andrea Salinas for a visit to the Boone Bridge geotechnical investigation, where drilling and soil testing by Oregon Department of Transportation (ODOT) was underway as a first step toward replacing the bridge. He noted that Senator Courtney Neron Misslin, and Representative Sue Rieke Smith joined for an ODOT briefing on the project and expressed encouragement at the visible progress.

National Night Out (NNO)

- The Mayor reminded the community that August 4, 2026, was National Night Out, noting that he, the City Manager and Police Chief would be visiting neighborhood gatherings throughout the evening. The Mayor expressed appreciation for the Clackamas County Sheriff's Office and Tualatin Valley Fire and Rescue for their service to the community.

City Council Meeting

- The next City Council meeting was scheduled for Monday, August 17, 2026.

COMMUNICATIONS

5. Civics Academy Project Presentation & Graduation

Assistant to the City Manager Zoe Mombert presented an overview of the Wilsonville Civics Academy program, now in its twelfth year with nearly 300 community members having participated. The 2026 program was sponsored in part by PGE, with Senior Manager of Local Government Affairs Meredith Armstrong in attendance. Staff noted that participants attend approximately 20 hours of sessions over the course of the year and that the program was designed to prepare community members for roles in local government, boards and commissions, and nonprofits.

The following participants who achieved 100% attendance were recognized:

Anais Keenon	Anne Quigley	Chris Heydemann	Corina Abbey
James Warram	Jason Herron	Nicole Noel	

The Mayor, with the assistance of staff, then presented personalized street signs and certificates to the graduates. 2026 Civics Academy participants included:

Corina Abbey	Joe Cerne	Jennifer Constantine	Melanie Cottle
Teri Dunn	James Graglia	Susan Hamilton	Jason Herron
Chris Heydemann	Kriss Hoffart	Donna Intile	Joe Intile
Anais Keenon	Elizabeth Lee	Audrey Mikkelsen	Nicole Noel
Carla Oberst	Anne Quigley	Miranda Shockey-Dunn	Arielle Stewart
Blake Stewart	Millie Stone	Danielle Vincent	James Warram
Matt Wurst	Allison Yee		

6. Recess for Photos & Refreshments

The Mayor called for a recess at 7:21 p.m.

The Mayor called the meeting back to order at 7:34 p.m.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

This is an opportunity for visitors to address the City Council on any matter concerning City's Business or any matter over which the Council has control. It is also the time to address 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 citizen input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

The following individuals provided public comments:

Jeremy Borders-Baldwin	Doris Wehler	Ryan Schera	Brad Williams
Steven Benson	Kristin Roche	Kristi Corno	Michele Dempsey
John Budiao	Eric Winters	Jennie Hill	Michele Seal
Wade Keenon	Bill Bagnall	Paul Fruin	Deborah Smith Arthur
Valerie Boucher	Rick Wallace	Susan Reep	Wayne Hickey

Paul Sarelsbergh	Rick Peters	Andrew Engel	Chris Heydemann
Dana Brenner	Susan Hanson	Kate Johnson	Christine Porter
Judith Dunn	Nancy Andersen	John Obendorfer	Paul Dillard
Cornelia Gibson	David Mauk	Greg Gataan	Tristan Roland
Alex Watkins	Becky Fromhart	Melissa Swagerty	

The following individuals submitted speaker cards, however, left prior to providing public comments:
 Mary Closson Julie Rustrum Justin Diaz

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

7. Council President Berry

Council President Berry thanked all who participated in the meeting and acknowledged the volume of community input received, both in person and via email. Drawing on her background in urban planning, she expressed enthusiasm for thoughtful planning that considers future generations alongside current residents. She expressed support for putting the Town Center matter to a public vote, noting the extensive history of public engagement including over 100 meetings.

8. Councilor Cunningham

Councilor Cunningham opened by acknowledging that in a prior Work Session he had used the word "atrocious" in characterizing a fiscal decision and stated that the word was inappropriate. Councilor Cunningham clarified that "disappointed" would have been more fitting and apologized to his fellow Councilors. He expressed appreciation for the civility called for by speaker Judith Dunn and acknowledged that all Councilors bring different personal and professional backgrounds to their positions. He shared that his experience as a police officer in a growing Southern California city informs his caution about the effects of rapid urbanization on a small community. Councilor Cunningham encouraged continued civil discourse and noted that he approaches the Town Center discussion with genuine concern for preserving Wilsonville's character.

9. Councilor Shevlin

Councilor Shevlin highlighted upcoming community events, including Movies in the Park on August 7, and August 14, 2026, the Parks and Recreation concert on August 13, 2026, and a short story contest through the Wilsonville Library open to all age groups. Councilor Shevlin expressed confidence that all Councilors share a desire for a vibrant city. Councilor Shevlin reflected on her background in union contract negotiation and hospital administration, noting that compromise is essential. She outlined ways in which the City has responded to community feedback, including addressing building height concerns, adding a food cart pod incentive, planning for adequate parking within the urban renewal framework, and removing the pedestrian bridge over I-5 from the plan's scope reducing the overall maximum expenditure. Councilor Shevlin encouraged the community to recognize those efforts as meaningful compromise and called on residents to move forward collaboratively.

10. Councilor Scull

Councilor Scull echoed the sentiments of his colleagues and thanked all community members for their testimony. Councilor Scull expressed his view that a vote was the necessary next step. He then shared his full schedule of announcements that would be submitted to the record. The Councilor concluded with a formal expression of gratitude to City staff, recognizing their professionalism, expertise, patience, and commitment throughout a lengthy and complex process. Councilor Scull noted that as a City Councilor he has developed a greater appreciation for the work staff performs behind the scenes.

CONSENT AGENDA

The City Attorney read the title of the Consent Agenda item into the record.

11. Minutes of July 20, 2026, City Council Meeting.

Motion: Moved to adopt the Consent Agenda.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

Mayor O'Neil, Councilor Berry, Councilor Shevlin, Councilor Cunningham, Councilor Scull

Vote: Motion carried 5-0.

Next the Mayor requested a motion to extend the City Council meeting to 11:00 p.m.

Motion: Moved to extend the City Council meeting to 11:00 p.m. tonight.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

Mayor O'Neil, Councilor Berry, Councilor Shevlin, Councilor Cunningham, Councilor Scull

Vote: Motion carried 5-0.

The Mayor called for a recess at 9:43 p.m.

The Mayor called the meeting back to order at 9:52 p.m.

NEW BUSINESS

The City Attorney read the title of Resolution No. 3279 into the record.

12. Resolution No. 3279

A Resolution Of The City Of Wilsonville Referring To The Qualified Electors Of The City The Question Of Approving The Town Center Development District Plan; Approving A Ballot Title And Explanatory Statement; Submitting Proposed Ordinance No. 905 To The Electors; And Directing The City Recorder To Take Such Actions As Are Necessary To Conduct The Election.

Prior to staff's presentation, the Mayor proposed that City Council receive the staff report but defer a formal vote to a subsequent special meeting to be scheduled before August 14, 2026, given the significance of the discussion anticipated. Council concurred with this approach.

Matt Lorenzen, Economic Development Manager presented a brief staff report noting that, following City Council consensus from the prior Work Session, the ballot question language had been updated to read: "Should the City adopt proposed Ordinance No. 905 establishing the Wilsonville Town Center Development District, an urban renewal district?"

Following the presentation, Councilor Cunningham asked for clarification on the procedural path forward. The Mayor confirmed that no formal decision would be made that evening, and that staff would assist in coordinating a meeting date before the August 14, 2026, deadline.

Motion: Moved to continue consideration of Resolution No. 3279 until the next City Council meeting to be set by August 14, 2026.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

Mayor O'Neil, Councilor Berry, Councilor Shevlin, Councilor Cunningham, Councilor Scull

Vote: Motion carried 5-0.

CONTINUING BUSINESS

The City Attorney read the title of Ordinance No. 904 into the record.

13. Ordinance No. 904 – 2nd Reading (*Quasi-Judicial Land Use*)

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From Future Development Agricultural-Holding (FDA-H) Zone To Planned Development Industrial (PDI) Regionally Significant Industrial Area (RSIA) Zone On Approximately 33 Acres Located At 26120 SW Parkway Avenue For A Sysco Facility Expansion And Master Plan.

Amanda Guile-Hinman, City Attorney advised City Council that an email had been received from the authorized representative of Sysco that afternoon, indicating that Sysco's plans had changed and that they were, for all intents and purposes, withdrawing the land use application. Sysco requested time to determine their next steps before proceeding with the zone map amendment.

The Mayor read the second reading script.

No Councilor declared a conflict of interest, bias, or conclusion from information gained outside the hearing. No member of the audience challenged any of the Councilor's participation.

The Mayor stated that he was disappointed by the development but acknowledged that the situation necessitated the action before City Council. The Mayor noted that the denial does not foreclose future collaboration with Sysco, should they wish to return with a revised or new application.

The City Attorney clarified that a vote in the affirmative on the motion would constitute a denial of Ordinance No. 904 on second reading, consistent with the applicant's request.

Motion: Moved to deny Ordinance No. 904 on second reading.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Voting Yea:

Mayor O'Neil, Councilor Berry, Councilor Shevlin, Councilor Cunningham, Councilor Scull

Vote: Motion carried 5-0.

The Mayor read the appeal rights statement. It was explained those that desired to appeal this decision to the Oregon Land Use Board of Appeals (LUBA), must file a notice of intent to appeal, stating the grounds of the appeal, in the form and within the time prescribed by State law.

PUBLIC HEARING

There was none.

CITY MANAGER'S BUSINESS

There was none.

LEGAL BUSINESS

There was none.

ADJOURN

The Mayor adjourned the meeting at 10:02 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Shawn O'Neil, Mayor



SPECIAL CITY COUNCIL MINUTES

August 06, 2026, at 1:00 PM

Wilsonville City Hall & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A special meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 1:00 p.m. on Thursday, August 6, 2026. The Mayor called the meeting to order at 1:01 p.m., followed by the roll call and the Pledge of Allegiance.

PRESENT:

Mayor O'Neil
 Councilor President Berry
 Councilor Cunningham
 Councilor Shevlin
 Councilor Scull

STAFF PRESENT:

Aliese Cloo, Assistant City Attorney
 Amanda Guile-Hinman, City Attorney
 Bill Evans, Communications & Marketing Manager
 Everett Wild, Government Relations Manager
 Jeanna Troha, City Manager
 Kimberly Veliz, City Recorder
 Shasta Sasser, Library Director
 Steve Rymer, Interim Assistant City Manager
 Matt Lorenzen, Economic Development Manager
 Zoe Mombert, Assistant to the City Manager

3. Motion to approve the following order of the agenda.

Motion: Moved to approve the following order of the agenda.

Motion made by Councilor Berry, Seconded by Councilor Shevlin.

Voting Yea:

Mayor O'Neil, Councilor Berry, Councilor Shevlin, Councilor Cunningham, Councilor Scull

Vote: Motion carried 5-0.

MAYOR'S BUSINESS

There was none.

COMMUNICATIONS

There was none.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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The following individuals provided public comments:

John Ludlow	Tim Knapp	Wade Keenon	Klaus Gibson
Amanda Harmon	Christie Mayer	Jason Jones	Brad Williams
Andrew Engel	Bill Bagnall	George Dunn	

The following individual submitted a speaker card, however, decided not to provide additional comments:

Valorie Boucher

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

There was none.

CONSENT AGENDA

There was none.

NEW BUSINESS

There was none.

CONTINUING BUSINESS

4. Resolution No. 3279

A Resolution Of The City Of Wilsonville Referring To The Qualified Electors Of The City The Question Of Approving The Town Center Development District Plan; Approving A Ballot Title And Explanatory Statement; Submitting Proposed Ordinance No. 905 To The Electors; And Directing The City Recorder To Take Such Actions As Are Necessary To Conduct The Election.

Jeanna Troha, City Manager, introduced Resolution No. 3279.

Matt Lorenzen, Economic Development Manager, provided an overview of the packet of documents. The Economic Development Manager explained that Resolution No. 3279 initiates the voter referral process, and that voters would be considering Proposed Ordinance No. 905 which would allow the Council to adopt the Town Center Development District Plan and its accompanying technical report along with the ballot title and an explanatory statement.

Amanda Guile-Hinman, City Attorney, reviewed the three components of the ballot title: the caption (limited to ten words), the question (limited to twenty words), and the summary (limited to 175 words). The City Attorney clarified that it was the county elections officer who decided whether all or a portion of the ballot title, including the summary, appears on the ballot. At minimum, the caption and question must appear.

The City Attorney reviewed the charter amendment requirements that govern this referral, noting that this is the City's first urban renewal vote under the new charter framework established by Measure 3-632. Under the charter amendment, the City was required to provide a proposed ordinance for electors to vote on, along with specific financial disclosures including the district's duration, maximum indebtedness, estimated interest payable, and assumed housing and commercial square footage. The City Attorney noted that, with the exception of the estimated interest payable, all required financial figures are bolded within the explanatory statement as drafted. The City Attorney indicated that room exists in the word count to add the estimated interest payable to the explanatory statement if Council directed.

Council discussion ensued.

Councilor Cunningham asked staff to clarify the process for a ballot title challenge. The City Attorney explained that if Resolution No. 3279 was passed, the City Recorder issued a notice, and any interested party has seven business days to file a petition with the Clackamas County Circuit Court. The Circuit Court was then required to resolve the challenge before the filing deadline September 3, 2026, and had authority to revise or accept the ballot title as is.

Councilor Cunningham also asked about the City's options in the event of a "no" vote in November 2026. The City Attorney clarified that a failed vote would prevent the City from pursuing urban renewal again until 2028 under the charter amendment, but would not affect the Town Center Plan itself, which would remain an adopted planning document. The City Attorney confirmed that Council could direct staff to

update or amend the Town Center Plan, though the scope of any such update would determine which other City planning documents including the housing needs analysis, housing production strategy, transportation system plan, water and sewer master plans, and comprehensive plan. In addition, it might also require review or amendment.

Councilor Shevlin expressed support for Resolution No. 3279 as presented. The Councilor noted the importance of the addition of the words "urban renewal" to the ballot title and stated her belief that the term "Town Center Development District" clearly communicates to citizens that the City was developing the infrastructure of the Town Center. Councilor Shevlin indicated no changes were needed to the resolution's exhibits.

Councilor Scull stated support for moving Resolution No. 3279 forward, noting that after 10 years of planning, the community had reached a state of "analysis paralysis." The Councilor agreed that the title "Town Center Development District" appropriately captured the next phase of the project and expressed the view that the community deserves a decision.

Council President Berry expressed strong support for referring the measure to voters, citing the robust history of public outreach and planning. The Council President noted the urban renewal district would address long-standing traffic concerns and cautioned that further delay would mean higher construction costs.

The Mayor read into the record a prepared set of legislative findings and conclusions regarding proposed Resolution No. 3279, which has been appended to the minutes.

Councilor Cunningham delivered a statement acknowledging his desire to refer the question to voters, while raising substantive concerns about the ballot title language. Councilor Cunningham argued that the term "Town Center Development District" was newly coined polling-tested language that does not appear in Oregon statute and has no meaningful prior presence in City documents or public discourse. Councilor Cunningham noted approximately 260 Google search results for "urban renewal" on the City's website compared to only two results for "Town Center Development District," both appearing within the last two weeks. Councilor Cunningham reviewed prior Wilsonville urban renewal ballot measures which included Measure 3-107 (2003), Measure 3-468 (2015), and Measure 3-605 (2024), all of which used the term "urban renewal" and included explicit reference to infrastructure funding in both the caption and question. Councilor Cunningham contended that the chief purpose of the current measure was funding through urban renewal, and that the ballot title should reflect that as plainly as prior measures have. He formally asked the Council to direct staff to: (1) remove "Town Center Development District" from the ballot title and replace it with the legally recognized term "urban renewal district"; (2) include a reference to infrastructure funding in the ballot language, as past measures have done; and (3) place the required financial disclosures at the beginning of the explanatory statement rather than relying on a separate mailer, which he argued would save taxpayers approximately \$5,000 and ensure voters have financial information in the voter's pamphlet.

Councilor Cunningham also engaged in a clarifying exchange with staff regarding the reduction in assumed residential development units from 4,179 (2023 study) to 2,381 (2026 study), establishing that this change reflects updated financial feasibility assumptions not a change to the Town Center development code. He noted that the code's minimum residential density of forty units per acre in three of the four Town Center sub-districts remains unchanged, and that the City has no cap on the total amount of development that can occur so long as supporting infrastructure exists.

Councilor Shevlin responded, respectfully disagreeing with Councilor Cunningham's characterization of the Council's responsiveness to community concerns. She enumerated the changes made since the prior planning cycle: reduced housing density and assumed unit count, reduced building heights, reduced maximum indebtedness, removal of the bicycle-pedestrian bridge from the urban renewal plan, and the addition of a food cart incentive program. Councilor Shevlin stated that the only change not made was the wholesale removal of housing from the plan, which she argued the City needed, and concluded that "it's time to put this to a vote."

The Mayor offered brief additional remarks, emphasizing that when the Council votes as a body, members collectively own the outcome, and expressing concern that failure to move forward with the Town Center Plan risks state intervention in local land use decisions and loss of competitive standing for regional and federal infrastructure funding.

Motion: Moved to approve and move forward with Resolution No. 3279, a resolution of the City of Wilsonville referring to the qualified electors of the city the question of approving the Town Center Development District Plan; approving a ballot title and explanatory statement; submitting proposed Ordinance No. 905 to the electors; and directing the City Recorder to take such actions as are necessary to conduct the election.

Motion made by Councilor Berry, Seconded by Councilor Scull.

Prior to the vote, Councilor Cunningham stated for the record that despite his disagreement with the ballot title language, he would vote yes because referring the question to voters was more important than his objections to the specific wording.

Voting Yea:

Mayor O'Neil, Councilor Berry, Councilor Shevlin, Councilor Cunningham, Councilor Scull

Vote: Motion carried 5-0.

PUBLIC HEARING

There was none.

CITY MANAGER’S BUSINESS

There was none.

LEGAL BUSINESS

There was none.

ADJOURN

The Mayor adjourned the meeting at 2:50 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Shawn O’Neil, Mayor

**Mayor O'Neil's Legislative Findings &
Conclusions Regarding proposed Resolution No.
3279.**

8.6.2026 Special City Council Meeting

☐ The matter before us this afternoon is the proposed Town Center Urban Renewal District ballot measure as detailed in proposed Resolution No. 3279.

☐ Over the past two years, I have carefully reviewed the staff reports, supporting materials, public testimony, legal advice, and other materials comprising the record before this Council. I have also met with regional and state leaders, businesses, and members of our community. My understanding is further informed by more than a decade of civic involvement with the City prior to being Mayor.

☐ I am appreciative of the testimony we have received over the last two council meetings. It is important, but only one part of the record. I believe my responsibility is to consider the best interests of the entire Wilsonville community—including those who are not in this room.

City Attorney & Staff

☐ Our City Attorney Amanda Guile Hinman has an independent ethical and professional duty to provide legal advice that serves the best interests of this City and our community—not any individual Council member or outside interest.

☐ I have confidence in the professionalism, expertise, integrity, and legal judgment of our City Attorney, as well as our City Manager and City staff.

☐ No public institution either at the local, state or federal level is perfect, but our democracy would not survive without these institutions. They provide critical services to our communities and their expertise in what they do helps policymakers make informed, thoughtful decisions.

☐ This measure is being referred under a different legal framework than prior advisory votes on urban renewal, and it is appropriate for the City Attorney to recommend language that reflects the current Charter as amended by **Measure 3-632**.

- ☐ Drafting ballot language is a legal responsibility that requires careful consideration of the City Charter, Oregon law, and this specific Resolution before the Council. The decisions today will help define how our charter may be interpreted moving forward. Reasonable legal disagreement may arise regarding the interpretation of our Charter. That possibility is inherent in municipal government and does not alter my obligation to decide this matter based upon the record before me and the legal advice provided by our City Attorney.
- ☐ As Mayor, I begin with the presumption that the work of our professional staff has been carefully researched, thoughtfully prepared, and presented in good faith. While Council ultimately exercises independent judgment, I believe that presumption is both appropriate and necessary to effective local government.
- ☐ Reasonable people can propose different wording, but the existence of alternatives does

not mean the City's proposed language is legally or professionally deficient.

Town Center Plan History

☐ The Town Center Plan has been part of Wilsonville's Comprehensive Plan since 2019. It represents approximately 10 years of discussion and planning, including approximately 4 years of pre-adoption plan work, and **approximately \$1 million in documented public investment through 2019** when it was adopted.

☐ The documented financial investment represents only part of this community's commitment. It does not include the thousands of hours devoted by City staff, the Planning Commission, City Council, volunteers, legal counsel, public outreach, and implementation efforts since adoption. The true investment is substantially greater than documented expenditures alone.

☐ Since adoption in 2019, there have been another **seven years of reliance** on the Plan in City decision-making by the City, property owners, businesses, developers, and public agencies.

☐ The Plan was developed through extensive public involvement, technical studies, Planning Commission hearings, and City Council deliberations.

☐ Based upon this record, I conclude the Town Center Plan represents one of the City's most **significant long-term planning investments, both financially and in the countless hours devoted by staff, elected officials, volunteers, and members of our community.**

Why the Plan Matters

☐ The adopted Town Center Plan advances many of Wilsonville's long-term goals, including housing, economic development, infrastructure, private investment, and a vibrant Town Center.

☐ The Plan supports Wilsonville's future workforce and educational partners. **Oregon Institute of Technology and Clackamas Community College** are preparing the engineers, healthcare professionals, technology workers, skilled trades, and other employees our community will need for decades to come.

☐ Housing opportunities created through the Plan help make it possible for our children, grandchildren, students, faculty, workers, first responders, healthcare professionals, seniors, young families, and others to live in the community they serve.

☐ I conclude that Wilsonville's ability to attract technology companies, advanced manufacturing, innovation, and family-wage jobs depends, in part, upon providing housing opportunities in order to maintain a growing workforce and further strengthen economic development here at home.

My Understanding of Reopening the Plan

Some have suggested that we should reopen the Town Center Plan beyond addressing the height waivers Council is addressing.

☐ Based upon the information I have received and reviewed, I conclude that substantially reopening the adopted Town Center Plan is **not a minor revision**. It is a major planning effort that would fundamentally restart years of planning already completed.

☐ Staff have advised that this process would require approximately **7 more years and approximately \$1.5**

million in today's dollars for any thought of changing the existing plan. That figure does not include other collateral costs to the City.

☐ Any effort to reopen the Plan would also have to wait until completion of a **Transportation System Study and Transportation System Plan, Urban Renewal Task Force, and other related needs.**

☐ It would require additional public outreach, technical studies, consultant work, Planning Commission hearings, City Council deliberations, and substantial additional staff resources.

☐ It also has significant legal and planning implications that a future Council would need to address, including updates to the **Housing Needs and Capacity Analysis, Housing Production Strategy, Transportation System Plan, Water System Plan, Sewer Distribution Master Plan, Comprehensive Plan, and other related planning documents.**

☐ As I understand the record, much of that work would likely require **General Fund resources in addition to the direct costs of reopening the Plan itself.**

Broader Community Impacts

- ☐ I conclude that reopening the Plan would delay critical infrastructure improvements and postpone the community benefits the Plan was designed to achieve.
- ☐ As I understand it, Engineering staff would need to redirect significant time and resources to this effort. **Charbonneau planning work** would likely be **deferred. The Stafford and Advance Road projects** would likely be delayed because of the time required to redo the Town Center Plan. Those delays would, in turn, **slow development in Frog Pond.**
- ☐ I conclude that reopening the Plan creates **uncertainty that discourages private investment** while that process is underway.
- ☐ I conclude that reopening the Plan places the City's competitiveness for **certain state, regional, and federal funding opportunities at risk.**
- ☐ I conclude that it may ultimately leave the future of Town Center to be shaped by outside ~~property~~ interests rather than through the shared vision adopted by this community.

☐ I see no evidence that reopening the Plan would produce greater community consensus after another seven years of planning.

Conclusions

☐ Every community eventually reaches the point where planning must give way to implementation.

☐ Based upon the public record before this Council, the information provided by our City Manager and City Attorney, and the materials I have carefully reviewed, I believe Wilsonville has reached that point.

☐ Ultimately, my decision rests upon three principles: **stewardship, understanding consequences, and creating opportunity.**

☐ **Stewardship** requires respecting the years of public planning, technical work, community involvement, and substantial public investment that produced the Town Center Plan. That work has guided City decisions from the beginning and especially since 2019 and has been relied upon by

residents, businesses, developers, and public agencies.

☐ **Understanding consequences** means looking beyond today's debate. Based on the record before me, substantially reopening the Plan would require years of additional planning, significant public expense, updates to numerous City planning documents, and delays to infrastructure and economic opportunities that our community has been working toward for more than a decade.

☐ **Creating opportunity** means planning for the people who will call Wilsonville home in the future—students, teachers, healthcare professionals, first responders, workers, seniors, young families, and future generations. A successful Town Center should create opportunities for all of them.

☐ Many Oregon communities have continued investing in vibrant downtowns and town centers that have become destinations for residents and visitors alike. Wilsonville deserves the same opportunity.

☐ Based upon the record before me, I believe Wilsonville has reached the point where years of thoughtful planning should now give way to implementation. Stewardship requires that we respect the extraordinary public investment that has brought us to this point. It also requires that we recognize there comes a time when planning must be followed by action.

☐ The remaining question before this Council is not whether each of us would make precisely the same policy choices. It is whether the people of Wilsonville should have the opportunity to decide whether to move forward with this Urban Renewal District. I believe they should. For those reasons, I will vote to refer this measure to the voters of Wilsonville.

☐ Further, after reviewing the materials and considering the advice of our City Attorney and staff, I am satisfied that the proposed ballot language as drafted by the City Attorney accurately describes the measure before the voters as required by our

current Charter and I will vote .I will vote in favor of adopting Resolution No. 3279

☐ Nothing in these legislative findings should be interpreted as suggesting that reasonable people cannot disagree. Rather, they reflect my independent evaluation of all of the information properly before me in my capacity as Mayor, including the public record, the advice of our City Attorney and professional staff, and the testimony and materials presented to this Council, together with the conclusions I have reached based upon that record.

August 6, 2026,



Shawn O'Neil, Mayor of Wilsonville



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: August 17, 2026	Subject: Resolution No. 3278 A Resolution of the City of Wilsonville Authorizing the City Manager to Engage in Negotiations with the Tri-County Metropolitan Transportation District of Oregon Concerning Transit Boundary Adjustments, WES Rail Service, and Other Matters. Staff Member: Amanda Guile-Hinman, City Attorney Dwight Brashear, SMART Transit Director Everett Wild, Government Relations Manager Department: Legal, Transit, Administration	
Action Required	Advisory Board/Commission Recommendation	
☒ Motion ☐ Public Hearing Date: ☐ Ordinance 1 st Reading Date: ☐ Ordinance 2 nd Reading Date: ☒ Resolution ☐ Information or Direction ☐ Information Only ☐ Council Direction ☐ Consent Agenda	☐ Approval ☐ Denial ☐ None Forwarded ☒ Not Applicable Comments: N/A	
Staff Recommendation: Adopt Resolution No. 3278.		
Recommended Language for Motion: I move to adopt Resolution No. 3278.		
Project / Issue Relates To:		
☐ Council Goals/Priorities:	☐ Adopted Master Plan(s):	☒ Not Applicable

ISSUE BEFORE COUNCIL:

Whether to adopt Resolution No. 3278 authorizing the City Manager or their designee(s) to undertake negotiations with TriMet regarding transit boundaries, the Westside Express Service (WES) rail service, and other matters relating to the betterment of the City.

EXECUTIVE SUMMARY:

The Tri-County Metropolitan Transportation District of Oregon (“TriMet”) currently collects payroll taxes from certain employers within the Wilsonville City limits at a rate of 0.8237%, amounting to approximately \$273,800 annually, while providing no transit service in the vicinity of these properties. The City of Wilsonville (“City”) has attempted, for many years, to work with TriMet to adjust its service boundary. Such an adjustment would remove properties within the City limits and within the City’s Urban Growth Management Area (UGMA) so that the City, through its South Metro Area Regional Transit (“SMART”), can apply its transit payroll tax rate of 0.5%, as well as, continue to provide service and plan for expanded service for the Wilsonville community. Additionally, the City’s current and planned future investments of millions of dollars within its Coffee Creek, Basalt Creek, and West Railroad planning areas to incentivize development of high-wage industrial and commercial jobs will unfairly create a windfall for TriMet through its collection of payroll taxes while it continues to provide minimal (if any) transit service to the area. The City is currently pursuing a petition to withdraw certain territory near the city limits from the TriMet district in a statutorily-defined petition process, which must be filed by August 30, 2026.

TriMet has been resistant to adjusting its service boundary, despite repeated negotiation sessions between the City and TriMet, until the City sought a legislative remedy through the introduction of House Bill 2666 during the 2023 legislative session. At that time, at the request of Joint Committee on Transportation Co-chair State Representative Susan McLain, City and TriMet representatives met again to negotiate an alternative to HB 2666 that is a global solution that addresses both the properties within the Wilsonville city limits and the properties within the Urban Growth Boundary (UGB) that are currently within the TriMet service district. Notwithstanding encouragement by State legislators, negotiations stalled due to TriMet’s refusal to include agreement to a once-monthly phone call between the parties within any Intergovernmental Agreement (IGA) or Memorandum of Understanding (MOU). The City subsequently introduced Senate Bill 418 in the 2025 legislative session to legislatively modify the boundary. SB 418 did not advance and the boundary issues remain unresolved.

In 2006, the City and TriMet entered into a 20-year IGA for TriMet’s operation of the Westside Express (WES) commuter rail service. The agreement, in part, obligated TriMet to provide a defined level of service (16 trains per weekday) and required the City pay a proportionate share of the costs of service. Oregon Revised Statute (ORS) 267.200 allows TriMet to enter into contracts for service, by the request, provided that the requesting jurisdiction pays a proportional share of the cost of services. The WES IGA expired on March 28, 2026, at which time the City ceased making payments. City’s contribution would have totaled approximately \$420,000 annually in the final year of the agreement, which included annual inflationary increases. However, since the COVID-19 pandemic in April 2020, TriMet has not been providing the required number of trains. Due to the expiration of the WES IGA, TriMet has threatened to cease service to Wilsonville as the station lies outside the TriMet district.

An additional IGA gives the City the responsibility for maintaining the Wilsonville Transit Center Park & Ride parking lot, ownership of which was transferred from the City to TriMet in October 2008 via a donation from the City to Washington County and immediate resale from Washington County to TriMet for \$1.00.

Due to the sheer number of outstanding issues, combined with the alignment of the timing of the petition to withdraw and the expiration of the WES agreement, staff believes the City and TriMet have a unique window of opportunity to find a global resolution.

EXPECTED RESULTS:

Staff negotiate the cadastral, policy, and financial obligations of both parties to mutual satisfaction.

TIMELINE:

Negotiations are expected to take several months. Staff will return with an update to Council by the end of the year.

CURRENT YEAR BUDGET IMPACTS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Wilsonville community and businesses benefit from a SMART boundary that aligns with current and future Wilsonville city limits – SMART offers nationally recognized transit services and assesses a lower payroll tax than TriMet. The community also benefits from regional transit services, such as the WES rail services, so long as costs of such services are proportionate to Wilsonville's need. Finding global resolution to outstanding issues with TriMet will provide more certainty, consistency in service, and better value for services received.

ALTERNATIVES:

The City could elect to not enter into negotiations with TriMet. If so, the three properties within the City limits that are currently within TriMet's service boundary will continue to pay payroll taxes to TriMet (a higher payroll tax than the SMART payroll tax - 0.8237 versus 0.5%) without transit service provided by TriMet. The outcome of the petition to withdraw is unknown, and other negotiations or actions may be warranted if the parties cannot find resolution in adjusting transit service boundaries mirroring the future city limits of Wilsonville.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

Resolution No. 3278

RESOLUTION NO. 3278**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENGAGE IN NEGOTIATIONS WITH THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON CONCERNING TRANSIT BOUNDARY ADJUSTMENTS, WES RAIL SERVICE, AND OTHER MATTERS.**

WHEREAS, prior to 1988, the City of Wilsonville ("City") was part of the Tri-County Metropolitan Transportation District of Oregon ("TriMet") service boundary; and

WHEREAS, the Wilsonville business community and the City recognized, in the 1980s, that TriMet offered minimal public transit service to the Wilsonville community while Wilsonville businesses paid significant payroll taxes to TriMet; and

WHEREAS, in 1988, the Wilsonville Innovative Transportation Association successfully petitioned TriMet to withdraw and form an independent City-owned transit system; and

WHEREAS, the City, through its South Metro Area Regional Transit Department ("SMART"), provides nationally recognized and award-winning public transit for the Wilsonville community and larger Portland and Salem-metro area regions; and

WHEREAS, according to TriMet, it currently collects approximately \$273,800 annually in payroll taxes from certain employers within the Wilsonville city limits while providing no transit service to those properties; and

WHEREAS, SMART currently offers service to these properties while receiving no payroll tax contribution because the City believes that public transit should be made available to all who seek to utilize it; and

WHEREAS, TriMet also currently collects nominal income through its payroll tax within the urban growth boundary ("UGB") area known as Basalt Creek because the area is within TriMet's service boundary; and

WHEREAS, as the Basalt Creek UGB area develops, properties will annex into the City of Wilsonville; and

WHEREAS, the City has invested significant resources in the planning and visioning of Basalt Creek with strategies to provide millions of dollars' worth of infrastructural investments to spur industrial growth in the area that will offer high-wage commercial and industrial jobs; and

WHEREAS, the City Council adopted Resolution No. 2562 on February 1, 2016 declaring the City's intent to have the service boundaries of SMART coterminous with the Wilsonville City Limits; and

WHEREAS, the City Council adopted Resolution No. 3055 on March 20, 2023 authorizing the City Manager to execute an intergovernmental agreement and associated memorandum of understanding to resolve boundary issues, and later repealed and replaced that Resolution with Resolution No. 3069 on May 15, 2023, which included an updated intergovernmental agreement following further negotiations with TriMet; and

WHEREAS, in accordance with Resolution No. 3069, the City reached out to TriMet to discuss a boundary adjustment wherein current and future Wilsonville city limits would become part of the SMART service boundary and removed from the TriMet service boundary; and

WHEREAS, such attempts by the City have not resulted in meaningful negotiations to adjust transit service boundaries; and

WHEREAS, the City of Wilsonville requested House Bill 2666 in the 2023 session of the Oregon Legislature and Senate Bill 418 in the 2025 session of the Oregon Legislature, both of which sought to statutorily modify the service boundaries; and

WHEREAS, the City has undertaken coordination efforts to file a petition to withdraw the Basalt Creek planning area and adjacent areas from the TriMet boundary and intends to file the petition to withdraw by the statutory deadline of August 30, 2026; and

WHEREAS, on or about March 18, 2003, after years of planning, TriMet entered into an agreement with Washington County to design, construct, and operate a commuter rail line between Wilsonville and Beaverton; and

WHEREAS, on or about March 28, 2006, the City entered into an intergovernmental agreement with TriMet to pay a share of the costs of TriMet's operation of the commuter rail service ("WES Rail Service"); and

WHEREAS, pursuant to the intergovernmental agreement, TriMet is required to provide a regular schedule of no less than sixteen (16) trains during the morning commute period and sixteen (16) trains during the evening commute period, among other obligations; and

WHEREAS, since the COVID-19 pandemic, TriMet has not been providing the required schedule of trains as stated in the intergovernmental agreement; and

WHEREAS, pursuant to the intergovernmental agreement, the City was required to make quarterly payments to TriMet, which payments total \$300,000 annually (with inflationary adjustments each year beginning the sixth year), capped at 12.3% of TriMet's net payroll tax effort further described in the agreement; and

WHEREAS, the intergovernmental agreement expired after March 28, 2026; and

WHEREAS, the City stopped payments to TriMet under the intergovernmental agreement upon its expiration; and

WHEREAS, on or about October 8, 2008, the City and TriMet entered into an intergovernmental agreement whereby the City is responsible for maintaining the Wilsonville transit center park and ride lot, which is owned by TriMet; and

WHEREAS, pursuant to this intergovernmental agreement, the City maintains the park and ride lot, subject to reimbursement of its costs by TriMet; and

WHEREAS, the City's goal, in negotiating with TriMet regarding the transit service boundaries, the petition to withdraw, the expired intergovernmental agreement, and any other outstanding matters between the City and TriMet, is to find a global solution of such issues between the City and TriMet.

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

Section 1. Findings. The City Council incorporates as if fully set forth herein and adopts the above Recitals and the staff report accompanying this Resolution as its findings.

Section 2. The City Council authorizes the City Manager, and the City Manager's designees as appropriate, to enter into negotiations with the Tri-County Metropolitan Transportation District of Oregon concerning transit boundary adjustments, WES rail service, and any other outstanding matters between the City and TriMet as the City Manager determines appropriate. Any proposed agreements or financial obligations between the City and TriMet resulting from these negotiations must be approved by the City Council prior to execution by the City.

Section 3. The City Council expresses its intent to again seek a legislative resolution should negotiations be unsuccessful.

Section 4. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17th day of August, 2026, and filed with the Wilsonville City Recorder this date.

Shawn O'Neil, Mayor

ATTEST:

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil

Council President Berry

Councilor Cunningham

Councilor Scull

Councilor Shevlin

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”), by and between Zurich American Insurance Company and Fidelity and Deposit Company of Maryland (collectively “Zurich”), including its successors and assigns, and the City of Wilsonville (“City”), including its successors and assigns.

WHEREAS, Emerick Construction Company (“Emerick”) entered into a construction contract (the “Contract”) between Emerick and the City on a construction project relating to the Public Works Operations Complex — General Contractor Project referenced in Bond No. 9401412 as the City of Wilsonville Capital Improvement Project #8113 (the “Project”) on August 1, 2022;

WHEREAS, the Contract between Emerick and the City was amended on January 25, 2024;

WHEREAS, Zurich, as surety, issued Performance and Payment Bond No. 9401412 (collectively the “Bond”) on behalf of Emerick, as principal, and the City, as obligee, in connection with the Project, in the penal sum of NINETEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$19,700,000.00);

WHEREAS, the total Contract sum less amounts paid to Emerick results in the City holding FIVE HUNDRED FOURTY-ONE THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS AND TWENTY-TWO CENTS (\$541,549.22) in retention (“Retention”);

WHEREAS, certain warranty work remains incomplete and which must be completed before the City is obligated to release Retention under the Contract;

WHEREAS, the City has agreed to manage completion of the warranty work and to release any remaining Retention to Zurich upon Zurich reimbursing the City for the costs to pay subcontractors to perform the following warranty work, plus a 15% contingency and an additional 10% management fee as follows:

<u>Warranty Work Scope (“Remaining Work”)</u>		<u>AMOUNT</u>
LVT (or comparatively priced alternative agreed to by City) and carpet repair		\$ 13,777.00
Gutter		\$ 5,415.00
Metal panels for trash enclosure		\$ 11,385.00
Patio sealant work		\$ 5,112.00
Interior injection scope		\$ 80,305.00
Night Work Allowance*		\$ 8,500.00
	Sub-Total	\$ 124,494.00
	15% Contingency	\$ 18,674.10
	Sub-Total Plus Contingency	\$ 143,168.10
	10% Management Fee	\$ 14,316.81

	Total	\$ 157,484.91
	Retainage currently withheld	\$541,549.22
	Total reimbursement from Zurich to City (herein “City Compensation”)	\$157,484.91
	Retainage to be released	\$541,549.22
* allowance for work at night or weekends in high-traffic/egress areas that need to stay open during weekdays. Covers two-person crew working off hours for four (4) night or Saturday shifts.		

WHEREAS, the Public Works Operation Manager for the City will serve as project manager (“Project Manager”) overseeing the Remaining Work performed by subcontractors to complete the outlined and agreed upon warranty work;

WHEREAS, the existing warranty provisions in Section 3.5 of the Contract remain in effect. The warranty provisions found in Section 3.5 of the Contract are reproduced here for ease of reference:

§3.5 Warranty

§3.5.1 Contractor shall provide a full warranty for all Work, for a period of one (1) year from the date of Final Acceptance of all Work. Contractor shall supply all manufacturer warranties to Owner no later than Final Completion.

§3.5.2 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 one (1) year from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within one (1) year following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing 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 one (1) year warranty period shall, with relation to such required repair, be extended ten (10) years from the date of completion of such repair.

§3.5.3 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.

§3.5.4 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.

§ 3.5.5 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4;

WHEREAS, Zurich will provide the warranties outlined in Section 3.5 of the Contract;

WHEREAS Zurich agrees that, with respect to the Remaining Work only, Emerick's warranty obligations stated in the Contract and reproduced here for easy reference shall apply for a ten (10) year period from the date of Final Acceptance of the Remaining Work. For purposes of determining when Final Acceptance has occurred with respect to the Remaining Work, the City shall give notice to Zurich of that date by sending an email clearly referencing Bond No. 9401412 to reportsfclains@zurichna.com, identifying each subcontractor whose performance of the Remaining Work may be the subject of a warranty claim in the future, and contact information for a representative with each subcontractor identified. Zurich further agrees that, with respect to the Remaining Work only, it will fulfil all of Emerick's warranty obligations consistent with the obligations created by the Contract, terms of Bond, and governing law, including to the extent applicable ORS 12.135. Nothing in this Agreement shall be construed so as to expand Zurich's obligations beyond those created by the express terms of the Contract, Bond, and applicable law.

WHEREAS, Emerick signed a General Indemnity Agreement ("Indemnity Agreement") dated April 18, 2018, in favor of Zurich;

WHEREAS, under the Indemnity Agreement, Emerick assigned to Zurich all rights under any contracts bonded by Zurich, including all rights, title, and interest in and to all contract funds, contract rights, retainage, etc.;

WHEREAS, Zurich, having satisfied payment bond claims on the Project, is equitably subrogated to the rights of Emerick, the City, and/or the claimants it paid;

WHEREAS, the City has agreed to release Retention to Zurich in the amount of FIVE HUNDRED FOURTY-ONE THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS AND TWENTY-TWO CENTS (\$541,549.22) in exchange for payment from Zurich to the City for the City Compensation amount for completion of Remaining Work in the amount of ONE HUNDRED FIFTY-SEVEN THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS AND NINETY-ONE CENTS (\$157,484.91) as a cash settlement of any claims as between the City and Zurich in connection with the Project and the Bond, including previous, current, and future, known or unknown, claims against the Bond furnished by Zurich. Retention shall be released by the City to Zurich upon receipt of the City Compensation funds and written confirmation from Zurich to the City that payment for all work by all subcontractors related to the Project and the Contract has been resolved between Zurich and all subcontractors through settlement, conditional release of liens, unconditional release or liens, or denial. This written confirmation shall consist of copies of all

denial letters, or any non-confidential release documents, settlement documents, or proof of payment;

WHEREAS, a list of all known subcontractors and the status of any known claims as of the date of signing this agreement is attached as Exhibit A to this Agreement; and

WHEREAS, the City Compensation cash settlement and release of Retention is acceptable to Zurich and the City;

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

1. Settlement Terms and Release. The foregoing recitals and attached Exhibit A are correct and are made a part of this Agreement, and for and in consideration of the sum of ONE HUNDRED FIFTY-SEVEN THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS AND NINETY-ONE CENTS (\$157,484.91) paid by Zurich to the City, and other good and valuable consideration, including the mutual release herein, the receipt and sufficiency of which is hereby acknowledged, City does hereby fully and completely release and discharge Zurich of all obligations under the Bond, and does hereby release, acquit and forever discharge Zurich of and from any and all claims, rights, demands and/or causes of action of whatever kind or nature which City has or may ever claim to have, now or in the future, against Zurich, under and/or by reason of the Bond furnished to City for the Project. Payment to the City is to be made via check made payable to City of Wilsonville, and mailed as follows:

City of Wilsonville
Attn: Finance Department
29799 SW Town Center Loop East
Wilsonville, OR 97070

The check shall clearly reference Bond No. 9401412 in the memo section.

1.2 Release of Retention to Zurich. In exchange for the mutual release between City and Zurich and other valuable consideration, the City does hereby agree to release the Retention to Zurich in the amount of FIVE HUNDRED FOURTY-ONE THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS AND TWENTY-TWO CENTS (\$541,549.22), within ten (10) business days following the City's receipt of payment from Zurich outlined in Section 1 above and written confirmation from Zurich that payment or claims of payment for all work by all subcontractors related to the Project and the Contract has been resolved by between Zurich and each subcontractor through settlement, conditional or unconditional release of liens, or denial. This written confirmation shall consist of copies of all denial letters, and any non-confidential release documents, settlement documents, or proof of payment. Payment for the release of Retention is to be made via check made payable to The Vertex Companies, LLC, and mailed to Traci Mann, 30 BRAINTREE HILL PARK, SUITE 301, BRAINTREE, MA 02184.

1.3 Release of Claims against City and Contract Funds. As part consideration for this Agreement, Zurich does hereby release, acquit and forever discharge the City from any claim, right, demand and/or cause of action arising out of the Contract and the Bond issued by Zurich.

2. **Reserved Claims.** The Parties agree that this Agreement shall not operate as a waiver, release, or modification of Zurich contractual indemnity, equitable subrogation, or other legal rights as against any indemnitors or parties not signatory to this Agreement, including but not limited to any claims to retainage and/or contract proceeds on other Zurich bonded projects. Zurich expressly reserves any and all rights, legal or equitable, any indemnitors or parties not signatory to this Agreement, including but not limited to rights under any indemnity agreements, collateral security agreements, or other agreements with any indemnitors not a party to this Agreement.

3. **Further Acts.** The Parties agree to perform any other acts and execute and deliver any other documents that may be reasonably necessary to carry out the terms and conditions of this Agreement.

4. **Disputed Rights.** The Parties expressly acknowledge and covenant that this Agreement represents a settlement and compromise of disputed rights, claims and defenses, and that except as specifically set forth in this Agreement, by entering into this Agreement, no party admits or acknowledges any liability, wrongdoing, or negligence, all such liability, wrongdoing or negligence being expressly denied.

5. **Warranty of Authority to Execute Agreement.** The Parties represent and warrant that no other person or entity has or has had any interest in the claims referred to in this Agreement, and that they have the sole right and exclusive authority to execute this Agreement, including any and all applicable releases, satisfactions, and assignments.

6. **Representation by Counsel.** The Parties represent and warrant that they are each represented by independent attorneys with respect to this Agreement and all matters contained in it, that their respective attorneys have fully advised them concerning their rights with respect to its execution and effects and that they understand the same.

7. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective agents, assigns, officers, directors, employees, executors, predecessors, representatives and successors.

8. **Governing Law and Forum.** This Agreement shall in all respects be construed, enforced and governed under the laws of Oregon. Venue and jurisdiction of any action regarding this Agreement shall be in the county where the Project is located.

9. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be given when actually received if delivered in person or three (3) calendar days after having been emailed or deposited in the United States mail as first class mail or certified mail, return receipt requested, addressed to the addresses set forth below, or to such address or email address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
 Attn: Legal Department
 29799 SW Town center Loop East
 Wilsonville, OR 97070
 legal@wilsonvilloregon.gov

To Zurich: Zurich American Insurance Company
 1299 Zurich Way, 5th Floor
 Schaumburg, Illinois, 60196-1056
reportsfclaims@zurichna.com

All notices shall clearly reference Bond No. 9401412 in the notice.

10. Headings. Section headings are used in this Agreement for convenience and reference only and shall not affect the meaning of any provision of this Agreement.

11. Entire Agreement; Amendments. This Agreement, including any exhibits incorporated herein, represents the final and entire agreement and understanding between the Parties, supersedes all prior agreements and understandings between the Parties, whether written or oral, and may be amended only by a writing duly executed by each party hereto. No amendment, modification, termination or waiver of any provision of this Agreement or consent to any departure from the terms hereof, shall in any event be effective unless the same shall be in writing and signed by the Party against whom enforcement of the amendment, modification, termination or waiver is sought.

12. Counterparts. This Agreement may be signed in counterparts, each of which shall (when the Agreement is or counterparts have been signed by all parties) be an original, to the same effect as if all signatures were on the same instrument. Facsimile or other electronic copies of signatures shall be sufficient to demonstrate a party's assent to this Agreement.

WE, THE UNDERSIGNED, HAVE COMPLETELY READ THIS AGREEMENT AND FULLY UNDERSTAND AND VOLUNTARILY ACCEPT IT.

This Agreement is executed and shall become effective as of the last date(s) written below.

CITY OF WILSONVILLE

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND

By: _____
 Name: _____
 Its: _____
 Date signed: _____

By: _____
 Name: _____
 Its: _____
 Date signed: _____

ZURICH AMERICAN INSURANCE COMPANY

By: _____
 Name: _____
 Its: _____
 Date signed: _____

Exhibit A

Status of Subcontractor Payment or Claim Resolution

Subcontractor	Status	Confirmation of Status Received by City
3Form	Denial	Documents Received
Absco Solutions	No Claim	No Documents Received
Acme Construction Supply Co., Inc.	No Claim	No Documents Received
ALCAL Specialty Contracting, Inc.	No Claim Vendor Refused	No Documents Received
Aluma Systems Concrete Construction, LLC	No Claim	No Documents Received
Amodeo Structural Engineering	06/05/2025	Unconditional Waiver and Release on Final Payment Received
Amplified Wireless Solutions Inc	No Claim	No Documents Received
Arrow Roofing & Sheet Metal, Inc.	No Proof of Claim Sent Vendor Refused	No Documents Received
Aurora Landscape	06/10/2025	Unconditional Waiver and Release on Final Payment Received
Bird-B-Gone	No Claim No executed contract	No Documents Received
Black Line Glazing	04/29/2025	Unconditional Waiver and Release on Final Payment Received
Brite Inc.	No Claim No executed contract	No Documents Received
Brix Paving Northwest, Inc.	04/28/2025	Unconditional Waiver and Release Received
Bryker Enterprises	06/06/2025	Unconditional Waiver and Release on Final Payment Received
Cadman, Inc.	No Claim	No Documents Received
Canby Builders Supply	No Claim	No Documents Received
Canby Consulting Company 3Cs	No Claim	No Documents Received
Carlson Testing, Inc.	No Claim	No Documents Received
Chown Hardware	2/12/2026	Unconditional Waiver and Release on Final Payment Received
Coast Pavement Services	No Claim Vendor Refused	No Documents Received
COJON LLC	No Claim	No Documents Received

Construction Specialties, Inc.	No Claim No executed contract	No Documents Received
COSCO Fire Protection	04/27/2025	Interim Lien/Claim Waiver Final Received
Covenant Systems LLC	No Claim	No Documents Received
Cowlitz Fence Co. (2X)	05/02/2025	Unconditional Waiver and Release on Final Payment Received
Cudahy Lumber Company	No Claim	No Documents Received
Cumming Group	No Claim	No Documents Received
Custom Designed Skylights, Inc.	No Claim Vendor Refused	No Documents Received
Delta Connects	No Claim	No Documents Received
Design Space Modular Buildings	No Claim	No Documents Received
DP Nicoli	No Claim	No Documents Received
Eco-Pan, Inc.	No Claim	No Documents Received
Eder Flag	No Claim No executed contract	No Documents Received
Elemental Energy	No Claim	No Documents Received
Elevated Acoustics	No Claim Vendor Refused	No Documents Received
Emerick Construction Company	Rights Assumed by Surety	No Documents Received
Emerick Construction Company SPW	Rights Assumed by Surety	No Documents Received
England Industrial	No Claim Vendor Refused	No Documents Received
Flourish Contractors	02/26/2026	Unconditional Waiver and Release on Final Payment Received
GB Manchester Corporation	No Claim	No Documents Received
Gonsalves & Santucci Inc. dba: Conco	02/11/2026	Unconditional Waiver and Release on Final Payment Received
Greg Law Landscaping LLC	No Claim No executed contract	No Documents Received
Guardian Fall Protection	No Claim	No Documents Received
Hard-Core Contractors Inc.	04/30/2025	Unconditional Waiver and Release on Final Payment Received
Harlen's Drywall, Inc.	No Claim	No Documents Received
Heidelberg Materials	Denial	Document Received
Hilti	No Claim	No Documents Received
HM Pacific Northwest, Inc.	No Claim	No Documents Received
Huntco Supply, LLC	No Claim	No Documents Received

	No executed contract	
Hydro-Temp Mechanical, Inc.	02/12/2026	Unconditional Waiver and Release on Final Payment Received
Industrial Concrete LLC	04/29/2025	Unconditional Waiver and Release on Final Payment Received
Instafab Company, Inc.	No Claim	No Documents Received
Interface Engineering Inc.	No Claim	No Documents Received
Interior Tech	Denial	Document Received
Ironmark LLC.	No Proof of Claim Sent Vendor Refused	No Documents Received
Ironside Services	No Claim	No Documents Received
Key West Retaining Systems, Inc.	Denial	Document Received
Keycode Media	No Claim	No Documents Received
Konell Const. & Demolition Corp.	05/06/2025	Unconditional Waiver and Release on Final Payment Received
Leavitt Machinery	4/1/2025	Conditional Final Release and Ratification Agreement Received
LMCurbs	No Claim No executed contract	No Documents Received
Magnum Masonry	No Claim Vendor Refused	No Documents Received
MC Interiors	06/05/2025	Unconditional Waiver and Release on Final Payment Received
Mobile Modular	No Claim	No Documents Received
Ness & Campbell Crane, Inc.	No Claim	No Documents Received
Norlift of Oregon, Inc.	No Claim No executed contract	No Documents Received
Northwest Cascade	No Claim	No Documents Received
Northwest Masonry Restoration LLC	Denial	Document Received
NW Flooring Solutions, LLC	No Claim Vendor Refused	No Documents Received
Nystrom, Inc.	No Claim No executed contract	No Documents Received
Oregon Cascade Plumbing & Heating	No Claim	No Documents Received
Otis Elevator Company	No Claim	No Documents Received
Overhead Door Company of Salem	04/29/2025	Unconditional Waiver and Release on Final Payment Received
Pacific Pole Base & Drilling	No Claim	No Documents Received
Paladeni Concrete	No Claim	No Documents Received

Pedestal Pro	No Claim No executed contract	No Documents Received
PlanB Consultancy	No Claim	No Documents Received
Portland Electrical Construction, Inc. (2X)	9/2/2025	Settlement Agreement and Mutual Release and Partial Release and Assignment Received
Portland Sheet Metal Works	02/11/2026	Unconditional Waiver and Release on Final Payment Received
Precision Rebar & Accessories, Inc.	02/11/2026	Unconditional Waiver and Release on Final Payment Received
Premier Sales NW	No Claim No executed contract	No Documents Received
ProSteel, Inc.	02/11/2026	Unconditional Waiver and Release on Final Payment Received
Pure Floors	Denial	Document Received
Rich Holland Painting	03/10/2026	Unconditional Waiver and Release on Final Payment Received
River Bend Consulting	02/11/2026	Unconditional Waiver and Release on Final Payment Received
Rixir Systems	No Proof of Claim Sent Vendor Refused	No Documents Received
Rubenstein's Contract Carpet LLC	04/30/2025	Unconditional Waiver and Release on Final Payment Received
Salem Concrete Paving, Inc.	No Claim	No Documents Received
Scott Edwards Architecture LLP	No Claim	No Documents Received
SCS Fencing	No Claim	No Documents Received
SI Contracting, Inc.	Denial	Document Received
Silver Falls Insulation, LLC	No Claim	No Documents Received
Smarttab, LLC	No Claim	No Documents Received
Spacesaver Specialists, Inc.	Denial	Document Received
State of Oregon Elevator Services	No Claim	No Documents Received
Steele Electric	No Claim	No Documents Received
Straight Up Carpentry	02/11/2026	Unconditional Waiver and Release on Final Payment Received
Sunstate Equipment Co., LLC	No Claim	No Documents Received
The Harver Company	No Claim	No Documents Received
TopCon Solutions	No Claim	No Documents Received

TT&L Sheet Metal	No Claim	No Documents Received
Valley Shades, Inc.	No Claim Vendor Refused	No Documents Received
W.H. Cress Company, Inc.	02/25/2026	Unconditional Waiver and Release on Final Payment Received
WDY Structural-Civil Engineers	No Claim	No Documents Received
Web Steel Buildings NW	No Claim	No Documents Received
Western States Carpenters Trust	Denial	No Documents Received. Confirmed no formal denial letter exists but claim was denied as time-barred
White Cap - Portland	No Claim	No Documents Received
Williams Form Engineering Corp.	No Claim No executed contract	No Documents Received
Wilsonville Concrete Products	06/06/2025	Unconditional Waiver and Release on Final Payment Received
Zavala Corporation, Inc.	No Claim	No Documents Received

QUARTERLY REPORT

Contracts Approved pursuant to WC 2.312(1)(a), (b) and (c) (First Quarter 2026: January 1, 2026, through March 31, 2026)

A. Contracts with a value of between \$100,000 and \$250,000 (WC 2.312(1)(a))

<i>Project Name</i>	<i>Contractor/Consultant</i>	<i>Contract Amount</i>	<i>Eff. Date</i>	<i>End Date</i>	<i>Dept.</i>	<i>CIP #</i>
Water Distribution System SCADA Upgrade	Portland Engineering, Inc.	\$130,000	2/18/26	6/1/26	Public Works	1160
New Life Church Parking Lot Construction	Knife River Corporation	\$215,152	3/19/26	9/30/26	Engineering	4212
Government Relations/Lobbying Services	CFM Strategic Communications	\$188,144	3/19/26	1/30/28	Public Affairs	0

B. Procurement activity that is not a Public Contract with aggregate consideration of up to \$100,000 (WC 2.312(1)(b))

ORS 279A.010(w): “Procurement” means the act of purchasing, leasing, renting or otherwise acquiring goods or services. “Procurement” includes each function and procedure undertaken or required to be undertaken by a contracting agency to enter into a public contract, administer a public contract and obtain the performance of a public contract under the Public Contracting Code.

ORS 279A.010(z): “Public contract” means a sale or other disposal, or a purchase, lease, rental or other acquisition, by a contracting agency of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. “Public contract” does not include grants.

<i>Project Name/Document Type</i>	<i>Interagency Name</i>	<i>Grant Amount</i>	<i>Eff. Date</i>	<i>End Date</i>	<i>Dept.</i>	<i>Grant #</i>
None						

C. Change orders or contract amendments with an aggregate value between 15 and 25% of Original Contract Value (WC 2.312(1)(c))

<i>Project Name</i>	<i>Contractor/Consultant</i>	<i>Contract Amount</i>	<i>Eff. Date</i>	<i>End Date</i>	<i>Dept.</i>	<i>% of Original Contract Value</i>
None						

QUARTERLY REPORT

Contracts Approved pursuant to WC 2.312(1)(a), (b) and (c) Second Quarter 2026: April 1, 2026, through June 30, 2026

A. Contracts with a value of between \$100,000 and \$250,000 (WC 2.312(1)(a))

<i>Project Name</i>	<i>Contractor/Consultant</i>	<i>Contract Amount</i>	<i>Eff. Date</i>	<i>End Date</i>	<i>Dept.</i>	<i>CIP #</i>
Boones Ferry Park Public Art "Essence of the River"	Beeman Artworks, LLC	\$100,000	4/19/26	12/30/26	Parks & Rec	9183

B. Procurement activity that is not a Public Contract with aggregate consideration of up to \$100,000 (WC 2.312(1)(b))

ORS 279A.010(w): "Procurement" means the act of purchasing, leasing, renting or otherwise acquiring goods or services. "Procurement" includes each function and procedure undertaken or required to be undertaken by a contracting agency to enter into a public contract, administer a public contract and obtain the performance of a public contract under the Public Contracting Code.

ORS 279A.010(z): "Public contract" means a sale or other disposal, or a purchase, lease, rental or other acquisition, by a contracting agency of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. "Public contract" does not include grants.

<i>Project Name/Document Type</i>	<i>Interagency Name</i>	<i>Grant Amount</i>	<i>Eff. Date</i>	<i>End Date</i>	<i>Dept.</i>	<i>Grant #</i>
None						

C. Change orders or contract amendments with an aggregate value between 15 and 25% of Original Contract Value (WC 2.312(1)(c))

<i>Project Name</i>	<i>Contractor/Consultant</i>	<i>Contract Amount</i>	<i>Eff. Date</i>	<i>End Date</i>	<i>Dept.</i>	<i>% of Original Contract Value</i>
Town Center Urban Renewal Feasibility Study	Tiberius Solutions LLC	\$2,250.00	5/5/26	12/31/26	UR	25%
Ash Meadows Flow Mitigation (Boeckman Road Corridor)	Brown and Caldwell, Inc.	\$264,056.00	4/26/26	1/1/27	Eng'g	24%

Administration July 2026 Report

The Administration Department supports the City Manager, City Council, and three committees. The department also includes communications, government affairs and records among many special projects. This report is intended to provide the City Council with monthly highlights that they may not receive otherwise.

- **City Recorder** received 24 public records request in July, of which only four (4) were from Wilsonville Residents.
- **Code Compliance:** Received 16 complaints from the “Ask the City” customer relationship management (CRM). Common complaints were regarding abandoned vehicles and noxious vegetation.
 - Citations were issued for solicitation, off leash law and noxious vegetation.
- **Committees:**
 - Wilsonville’s Diversity Equity and Inclusion (DEI) Committee did not meet in July. The DEI Las Posadas and Pride subcommittees met to discuss their 2026 events.
 - Wilsonville-Metro Community Enhancement Committee and the Tourism Promotion Committee did not meet in July.
- **Communications:** The City published the 2025 -2026 Annual Report which was sent to every household in Wilsonville.
 - Most views on Facebook in July – “It’s official, Wilsonville has a brand new park!” – Frog Pond Park Announcement on July 29. (Image above)
 - Compared to May 30 - June 30, there was a **220.6% increase** in followers on Facebook, the City reached the highest number of followers on July 15.
 - Compared to May 30 - June 30, there was a **278% increase** in followers on Instagram, the City reached the highest number of followers on July 15.
- **Public Affairs:** Congresswoman Andrea Salinas, State Senator Courtney Neron-Misslin, Representative Sue Rieke-Smith, and Mayor Shawn O’Neil toured geotechnical drilling at Boone Bridge on July 30.
- **Volunteers:** City Volunteers were invited to attend a volunteer appreciation event at the upcoming Party in the Park event on August 20, 2026, at 5:30pm.



Image from most viewed Facebook post in July 2026.

Monthly Report

Building Division

The City of Wilsonville's Building Division is dedicated to ensuring the safety and well-being of its residents through effective building regulations and inspections. As we enjoy the beautiful Oregon summer, the Building Division encourages residents to take advantage of the warm weather to enhance their homes and properties.

One popular summer project is adding or upgrading outdoor living spaces.

Whether it's building a new deck, installing a patio cover, or creating an outdoor kitchen, these improvements can provide a great space for family gatherings and relaxation. Before starting any construction, it's important to check with the Building Division to ensure that your project complies with local codes and regulations. This will help avoid any potential issues and ensure that your new space is safe and durable.

Another summer suggestion is to consider energy-efficient upgrades. With the longer days and increased sunlight, it's a perfect time to install solar panels or upgrade your windows and insulation. These improvements not only help reduce energy costs but also contribute to a more sustainable environment. The Building Division can provide guidance on the necessary permits and inspections for these projects.

For those looking to enhance their landscaping, summer is an ideal time to install new irrigation systems or build garden structures like pergolas and greenhouses. These additions can improve the aesthetic appeal of your property and provide a functional space for gardening and outdoor activities. Again, it's crucial to consult with the Building Division to ensure that your plans meet all necessary requirements and to acquire permits if needed.

Lastly, summer is a great time to perform routine maintenance on your home. This includes checking for any structural issues, repairing or replacing damaged siding, and ensuring that your roof is in good condition. Regular maintenance can prevent more significant problems down the line and keep your home in top shape.

The Building Division is here to support residents with their summer projects, providing the necessary information and assistance to ensure that all work is done safely and in compliance with local regulations.



Economic Development Division

Advancing Town Center-Related work

The month of July 2026 consisted primarily of Town Center-related work, while remaining responsive to resident and business communications (email!).

Economic Development staff was responsible for working with consultants Tiberius Solutions and Elaine Howard Consulting to produce the DRAFT Town Center Development District Plan, an urban renewal plan, and the Accompanying Report. Each document, some 50 pages each, contains extensive narrative, as well as financial data. If adopted, after the November general election, they would become governing documents of the City for up to 28 years. Getting these documents right was of critical importance.

In addition to the proposed urban renewal plan and report, economic development staff assisted with the development and publication of community-facing communications, related to Town Center.



Wilsonville Chamber Affirms Indefinite Pause in Operations

On July 21, the Wilsonville Chamber sent an email to its members:

“Since putting our operations on pause earlier this year, we have evaluated options to continue to serve our business community. Despite these efforts, it is important to inform our Chamber community that there are no present plans to formally re-open our doors for Chamber business and the Chamber operations will remain inactive indefinitely.”

In the same email Wilsonville businesses were invited to a networking event hosted by the West Linn Chamber of Commerce—in Wilsonville at the Hilton Garden Inn.

Staff attended the event and took the opportunity to reconnect with familiar faces while visiting at length with the CEO of the West Linn Chamber.

While Chambers of Commerce are member-based organizations, and the City would likely not be the appropriate entity to fill the role of the Wilsonville Chamber, staff will continue to evaluate the local business climate, meet with local businesses, and consult with the City Council and administrative leadership about the potential for the City to host or co-host networking functions such as the event hosted by the West Linn Chamber.

Chamber members have communicated to staff that such networking opportunities were one of the most valuable aspects of Chamber membership. Facilitating such meetings may be an appropriate role for the City and Economic Development staff, without attempting to perform other typical Chamber functions.

Engineering Division, Capital Projects

Annual Street Maintenance Projects (4014)

The Wilsonville Annual Street Maintenance Program funds the planning, design, and construction of street surface rehabilitation projects necessary to maintain a safe and reliable street network.

This summer, the City completed crack sealing and localized pavement spot repairs in the Foxchase, Morey's Landing, Hazelwood, and Old Town neighborhoods, as well as on Boeckman Road and Boones Ferry Road. Crack sealing is a maintenance technique used to extend the life of roads by filling in cracks to reduce the infiltration of water. Localized pavement spot repairs consist of construction crews removing and replacing small sections of damaged asphalt. These repairs focus only on the areas that are cracked, crumbling, or uneven. The City is currently evaluating slurry sealing to follow and additional areas of crack sealing and localized pavement spot repairs to occur in summer 2027.

The City also completed rehabilitation of the following road segments

1. Parkway Center Avenue to Town Center Loop East, Parkway Center Court to Town Center Park
2. Grahams Ferry Road from Cahalin Road to Day Road

The City's engineering design consultant, Century West Engineering, is working on preparing plans and specifications for rehabilitation of the following road segments during the respective fiscal years:

FY 2026-27

1. Boones Ferry Road from Boeckman Road to Ridder Road
2. Nike Drive from 95th Avenue to Boones Ferry Road
3. Ridder Road from 95th Avenue to Boones Ferry Road

FY 2027-28

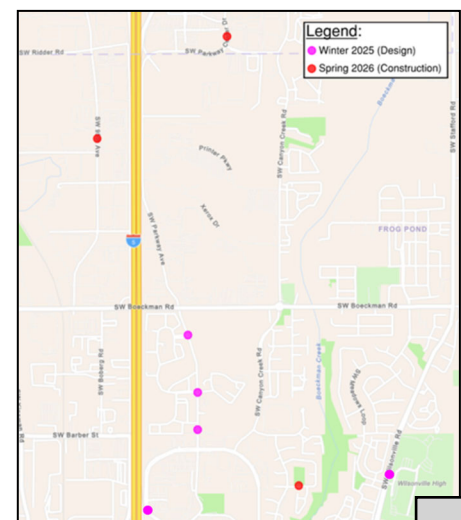
1. Parkway Center Drive from Elligsen Road to Burns Way
2. Sun Place from Best Western to Parkway Avenue

Century West delivered the 90% design for fiscal year (FY) 2026-2027 road rehabilitation to the City in June of 2026, and the City is reviewing and preparing comments.

Annual Pedestrian Enhancements (4717)

This project provides various high visibility pedestrian crossing enhancements throughout the City, with three currently in construction targeted for this summer. These locations include: a mid-block crossing and bus shelter relocation north of Freeman Drive 95th Avenue, a mid-block crossing on Wimbledon Circle South between Courtside Drive and Volley Street, and a mid-block crossing on Parkway Center Drive north of Burns Way. The project has been awarded to Turney Excavating, and construction is in progress as of June.

Design of additional crossing improvements are underway for three locations along Parkway Avenue, including Ash Meadows Lane, Ash Meadows Road, and Thunderbird Drive. This package of upgrades also includes accessibility improvements at the northbound SMART bus stop on Wilsonville Road and Wildcat Way, and for a bike ramp to connect the southbound bicycle lane on Town Center Loop West to a nearby shared use path. Plans have progressed to final design and bid package preparation for construction in summer 2027.



Engineering Division, Capital Projects

Boeckman Creek Flow Mitigation (7068)

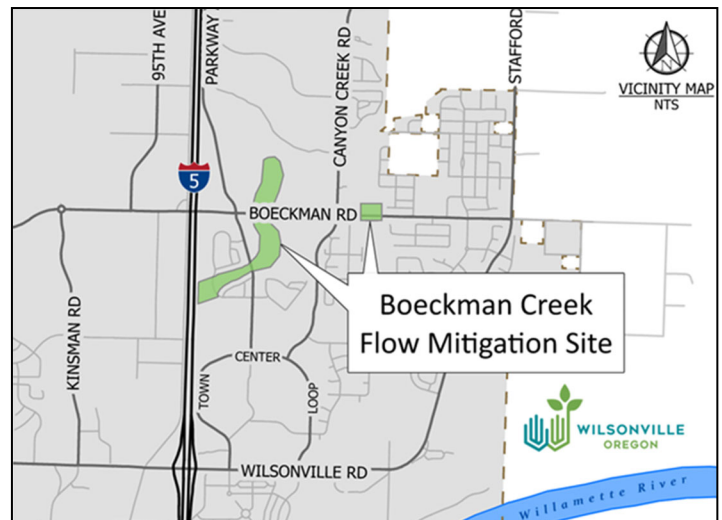
This project will look at stormwater flows coming off the Siemens site towards Boeckman Creek. Historically, these flows were directed towards the Coffee Creek wetlands, but with development of the Siemens site, flows were altered to head towards Boeckman Creek in the early 1980s. These flows are needed to return to their natural waterways with the installation of the new Boeckman bridge.

Interlaken Inc. has been awarded the construction contract, and construction is in progress as of early June.

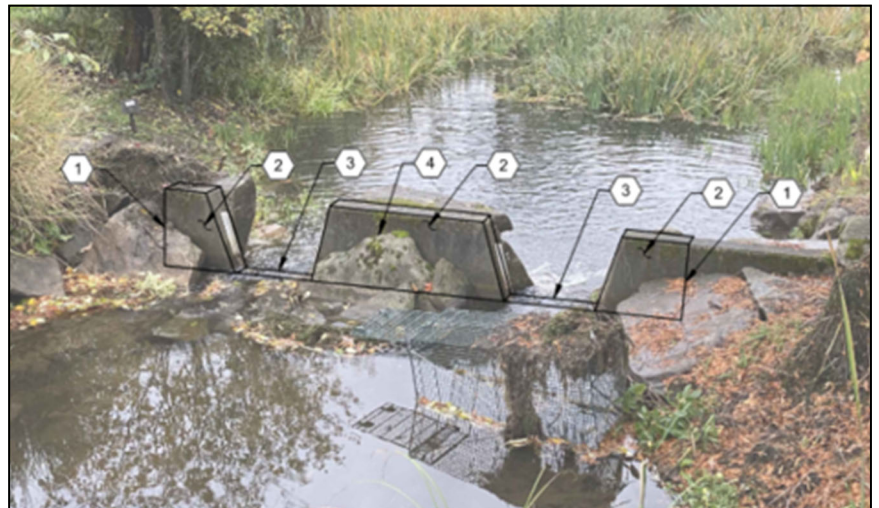
- The dam removal and dig out under the new Boeckman Bridge
- Replacement of overflow grating and weir modifications internal to the Siemens Campus
- Replacement of an undersized culvert on Boeckman Road at the entrance to the Siemens Campus
- Modifications to City piping under Parkway Avenue and Ash Meadows

Brown Road Improvements Project (4216)

The Brown Road Improvement Project provides upgrades that bring Brown Road in closer alignment with current City standards for urban roads. The section of roadway to be upgraded extends from Wilsonville Road to Evergreen Drive. Anticipated upgrades improve connectivity by adding bike lanes, sidewalks, and provide better and safer access to adjacent neighborhoods. The consultant delivered the 100% design to the City in February 2026 and the Invitation to Bid (ITB) for Construction was released in March 2026. The contract was awarded to Knife River, and a final Community Meeting was held on May 13, 2026, at Tranquil Park to provide an opportunity for neighbors to meet the project team, learn more about construction activities, and ask questions. The contractor has mobilized to the site and is coordinating with homeowners and utility providers to support efficient scheduling and communication. Construction is expected to be completed by the end of 2026. Temporary lane closures and traffic delays are expected throughout the project, with updates about traffic control communicated by the contractor.



Map of the general project area

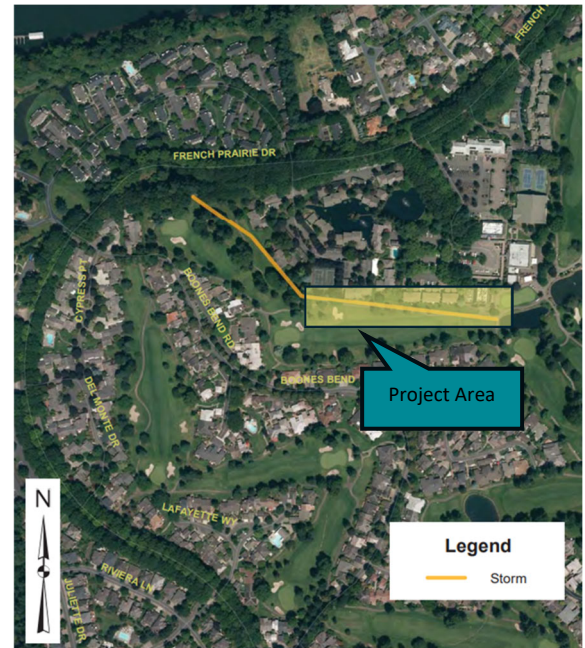


A flow weir structure shown above will need modified as a part of the project.

Engineering Division, Capital Projects

Charbonneau Storm Improvements Phase II A (7072)

This project provides design and construction for replacement of a portion of the stormwater pipeline as part of the Charbonneau Consolidated Improvement Plan, Project #37 Charbonneau Storm Improvements Phase II. Replacement of the 815-foot long section of 12-inch storm pipe has become a priority project as a result of recent inspection by the Public Works Department that identified significant deterioration and vulnerability to collapse. The pipeline is adjacent to residential and commercial buildings that could be susceptible to damage should a portion of the pipeline collapse or become plugged. 3J Consulting has completed their 90% Design milestone as of the end of June and is progressing into final design and bid package preparation.



Miley Road – Storm Sewer Improvements (7071)

This project will remove and replace the existing storm sewer and pipe outfall within Miley Road, which is in very poor condition and is a concern for erosion and pipe collapse during a large rain event. Construction is anticipated to be split into two phases: the first phase being the replacement of the sewer outfall and upstream pipe/inlets to the east up to the intersection of Airport Road, and the second phase being removal and replacement of the remainder of the upstream pipe and structures that run parallel to Miley Road up to Armitage Road. WSP USA is the engineering design consultant selected for the project.

Engineering design has begun, after a review of an alternatives analysis prepared by the design team based on the initial survey and data collection of the existing site conditions. Construction of Phase 1 is anticipated for Spring 2027 after permitting is complete. Construction of phase 2 is anticipated to begin in spring 2028.



Engineering Division, Capital Projects

Stafford Road Improvements Project (4219, 2111, and 1158)

The Stafford Road Improvements Project includes improving a section of Stafford Road between Boeckman Road and Kahle Road to meet current City standards for a major arterial roadway and as detailed in the Frog Pond East and South Master Plan. The roadway improvements consist of urban upgrades to enhance multi-modal connectivity by adding bike lanes, sidewalks, transit stops, and turn lanes that accommodate access to existing and planned adjacent neighborhoods. The project will include two roundabouts with the intersections of Brisband Street and Kahle Road, as well as an enhanced pedestrian crosswalk with a flashing beacon at Frog Pond Lane. In addition to roadway improvements, this project includes an extension of a 12-inch sanitary sewer pipeline and 12-inch drinking water pipeline, as well as undergrounding of overhead utilities and relocation of Portland General Electric high voltage transmission lines on Stafford Road between Boeckman Road and Kahle Road. Surveying, geotechnical explorations, wetland delineation, archeological survey, transportation studies, and a tree inventory began in August 2025 at the project site. DOWL delivered the 30% design to the City in May of 2026, and the City has returned comments. The City has negotiated and signed a contract amendment with DOWL to support continuation of design services through completion of the design phase. The City anticipates the 60% design will be delivered to the City in fall 2026.

Water System Master Plan (1154)

The purpose of the Plan is to evaluate necessary capital improvements to accommodate anticipated population growth, meet regulatory requirements, provide seismic resilience, and ensure system reliability. Various elements of the Plan include estimating population growth over the next 20 years, anticipating changes to state and federal regulations, identifying and correcting water storage and transmission capacity limitations, reducing vulnerability to seismic events, and developing emergency response strategies to protect and preserve proper functionality of the City's water supply, storage, and distribution systems. Upon completion, the Plan will be utilized to determine the needed adjustments to water utility rates and system development charges to implement the recommended capital improvements. When the draft Capital Improvement Plan (CIP) is developed, open house meetings will be held to present the recommended CIP and solicit public feedback. These meetings are tentatively scheduled to occur around October 2026.

WWTP Aeration Basin Expansion (2113)

This project constructs a fourth aeration basin and a seventh blower to expand secondary treatment capacity at the Wastewater Treatment Plant. The project includes earthwork, landscaping, and site drainage improvements. A design consultant has been selected, with a contract award by City Council in May. Design is tentatively scheduled to be completed in early 2028, with construction starting in spring of 2028.

WWTP Backup UV System Replacement (2109)

This project will replace the outdated backup UV disinfection system at the Wastewater Treatment Plant (WWTP). The new system will enhance disinfection reliability, ensure compliance with regulatory standards, and provide critical redundancy during peak flows or primary system maintenance. Design is underway, with completion expected in August 2026. Construction is anticipated to occur from September 2026 to September 2027.

Engineering Division, Capital Projects

WWSP Coordination (1127)

Ongoing coordination efforts continue with the Willamette Water Supply Program (WWSP). Here are the updates on major elements within Wilsonville:

- **Phase 1, Wilsonville Road (PLM_1.1)** Arrowhead Creek Lane to Wilsonville Road—**COMPLETE**
- **Phase 2, Garden Acres Road to 124th (PLM_1.2)** Ridder Road to Day Road—**COMPLETE**
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM_1.3)** The WWSP's last section of transmission pipeline to be constructed in the City of Wilsonville began in Fall 2022, with completion planned for 2026. It will connect the remaining portion of the pipeline through Wilsonville and has an alignment along Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road (see image). The Engineering Division is currently in the process of reviewing final plans and coordinating construction. The trenchless crossing under Wilsonville Road and under Boeckman Road have been completed. Pipe install on Kinsman Road from Wilsonville Road to Barber Street has been completed and restoration at the intersection of Wilsonville Road and Kinsman Road is ongoing. Pipe install on 95th Avenue from Boeckman Road to Ridder Road has been completed and restoration of the road is ongoing. Permanent concrete road panel restoration of 95th Avenue began in April 2025 and was completed in November 2025. Pipe install on Ridder Road west of 95th Avenue began in June 2025, has been completed, and restoration of the road is ongoing. Temporary traffic control on Kinsman Road, 95th Avenue, and Ridder Road during final restoration efforts will be required to accommodate remaining construction activities. Additional upgrades to the intersections at Boeckman Road and 95th Avenue and Ridder and 95th Avenue are expected to be completed by late 2026.



Engineering Division, Private Development

Residential Construction Activities

Canyon Creek South Phase 3

The revised open space improvements went before the Development Review Board for review on July 12, 2026.

Frog Pond West

Frog Pond West continues to see significant construction activities. Home construction in the Frog Pond Estates, Frog Pond Oaks, Frog Pond Terrace, Frog Pond Overlook, Frog Pond Ridgecrest, and Frog Pond Vista subdivisions is ongoing.

- Construction of the Frog Pond Neighborhood Park along Brisband Street is complete! Meadow plantings of the areas shown in the picture below as bare soil will occur in the fall.
- Construction is nearly complete at Frog Pond Petras, a 21-lot subdivision located on the northern corner of Frog Pond Lane and Stafford Road. The contractor anticipates street lighting to be energized in early August.
- Construction is nearly complete at Frog Pond Primary, the new West Linn-Wilsonville School District (District) primary school on Boeckman Road. The contractor is continuing to work on punchlist items. The street lights along Brisband are anticipated to be energized in mid-July.



Frog Pond Neighborhood Park



Frog Pond Petras

Planning Division, Current

Administrative Land Use Decisions Issued

- 4 Class 1 Administrative Reviews
- 1 Class 2 Administrative Review
- 10 Type A Tree Permits
- 4 Type B Tree Permits
- 1 Class 1 Sign Permit

Construction Permit Review, Development Inspections, and Project Management

In July, Planning staff collaborated with developers and contractors to ensure construction activities align with approvals from the Development Review Board and City Council. Active projects include:

- Residential subdivisions in Frog Pond West and on Canyon Creek Road S
- A new primary school in Frog Pond
- A new neighborhood park in Frog Pond
- A new car dealership on Parkway Avenue
- Villebois Village Center Mixed-use Development
- Electric Vehicle (EV) charging station on Barber Street

Development Review Board (DRB)

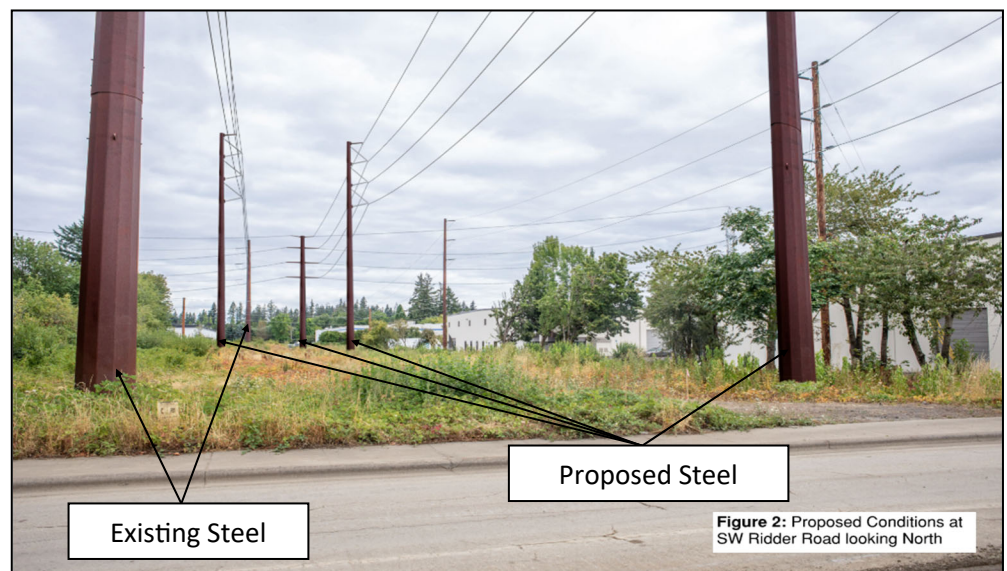
DRB Panel A met on July 13 and approved an application for redesign of Tract A Open Space in the Spring Terrace Subdivision.

DRB Panel B met on July 27 and approved an application for upgrades to the PGE Pearl-Sherwood Transmission Line.

DRB Projects Under Review

In July, Planning staff advanced the following projects in preparation for Development Review Board hearings:

- PGE Transmission Line Upgrade in northwest Wilsonville
- Twist Bioscience storage buildings at ParkWorks
- Open Space revision at Spring Terrace subdivision
- Stafford Ridge, the first proposed development in Frog Pond East



PGE Conditional Use Permit – Proposed Transmission Poles

Planning Division, Long Range

Housing Statutory Compliance Project

This two-part project will update Wilsonville's Development Code to incorporate new statutory requirements related to residential development from the 2025 Oregon Legislative session. Amendments related to Part 1 of the project, which enabled administrative review of applications for residential development consistent with State law, went into effect on July 1. Part 2 of the project focuses on compliance with HB 2138 (2025), including modifications to the City's middle housing definitions, middle housing land division process, and the creation of clear and objective standards for tree removal related to housing development. The project also incorporates statutory requirements that have been adopted in recent years but have not yet been addressed in the City's Development Code. In July, the project team held work sessions with Planning Commission and City Council to present a Code Assessment Memo and gather input on options for creating clear and objective tree removal standards. Feedback received at these work sessions will inform preparation of draft Development Code amendments, anticipated for adoption by the City in late 2026 to early 2027.

Planning Commission

On July 8, the Planning Commission met and held two work sessions. At the first work session the Commission provided feedback on the proposed Basalt Creek Master Plan Code Amendments and Northwest Industrial Zone Pattern Book. At the second work session the Commission provided input on information needed to draft Development Code amendments for the Housing Statutory Compliance, Part 2 project.

Basalt Creek Master Plan

The Basalt Creek Master Plan (BCMP) builds upon the vision and framework established by the 2018 Basalt Creek Concept Plan (BCCP), which identified preferred land uses, transportation and infrastructure systems, and implementation strategies to guide future urbanization of the Basalt Creek Planning Area (BCPA). Since adoption of the BCCP, the City of Wilsonville has completed key implementation actions, including amendments to the Urban Planning Area Agreement, City of Wilsonville Comprehensive Plan, and Transportation System Plan to support coordinated future development in the area. In July, Staff continued advancing the Basalt Creek Master Plan and associated Comprehensive Plan and Development Code amendments in preparation for the adoption process. The Planning Commission held its second work session on July 8, 2026, focusing on the proposed Development Code amendments and related implementation issues. Staff and project consultants are now refining the draft Master Plan, Comprehensive Plan amendments, Development Code amendments, and supporting technical analyses in preparation for a third Planning Commission work session scheduled for August 12, 2026. Staff also continued reviewing and coordinating technical analyses related to transportation, water, sanitary sewer, and other public facility needs necessary to support future development within the Basalt Creek Planning Area. Further preparation is underway for the City Council work session scheduled for August 17, 2026.



JULY 2026 Monthly Report

FINANCE—The department where everyone counts

- **END OF FISCAL YEAR:** With the close of Fiscal Year 2025–2026 on June 30, staff is preparing the City's Annual Comprehensive Financial Report (**ACFR**). The City's year-end financial statements are subject to an independent external audit performed by REDW LLC, the City's contracted Certified Public Accountant (CPA) firm. As part of the audit process, auditors may communicate with management and/or City Council members, in addition to the Finance Department, regarding organizational risks, internal controls, and other matters relevant to the audit.

The City maintains a comprehensive fraud risk management framework designed to support the assessment, prevention, detection, and monitoring of fraud risks. This framework is reinforced by an organizational culture that promotes integrity, ethical conduct, accountability, and clearly defined roles and responsibilities.

The City's internal control environment is designed to ensure appropriate segregation of duties, authorization of transactions, and compliance with applicable policies and regulations. Controls are integrated throughout operations, including system access reviews, banking safeguards, approval workflows, and independent reviews of financial activity. Finance and the IT Department routinely monitor controls as responsibilities change, while Finance provides additional oversight through general ledger and cash activity reviews. Department managers receive monthly budget reports to review revenues and expenditures and identify unusual or unexpected activity.

- **General Fund:** The City manages **10 operating funds**, with nine dedicated to specific programs or utilities that have restricted revenue sources and uses. These include Water, Sewer, Stormwater, Street Lighting, Transit, Road Operating, Road Maintenance, Building Inspection, and the Community Development Fund. The **General Fund** is different—it provides the flexible funding that supports core City services such as public safety, parks, libraries, planning, and administration, while also helping fund capital improvements to parks and City facilities. It is supported primarily by property taxes, making it the City's most important operating fund.

Like many Oregon cities, the General Fund is experiencing a long-term structural imbalance as costs continue to outpace recurring revenues, driven in part by limitations on property tax growth. Without action, this gap will gradually reduce the City's financial flexibility and limit its ability to maintain service levels, invest in infrastructure, and respond to future community needs. As Fiscal Year 2025–26 financial results are finalized, staff will return to Council with updated financial forecasts and a discussion of the City's long-term fiscal outlook. That conversation will include options for addressing the structural imbalance and seek Council policy direction on how to sustainably balance community service priorities with ongoing infrastructure investment.



JULY 2026 Monthly Report

FINANCE—The department where everyone counts

- **REDUCED SEWER RATE:** In March 2026, City Council approved a reduced sewer rate program for qualifying low-income households. Since then, we have updated many of our system-generated utility billing emails to raise awareness of the assistance program available through Wilsonville Community Sharing (WCS). Information about the program is also included on mailed delinquent notices and posted on the City's website.

To date, WCS has approved six (6) households for assistance, including one (1) household receiving a 50% discount and five (5) households receiving a 70% discount. The discount applies to the sewer base fee only, providing a monthly savings of \$11.56 for households receiving the 50% discount and \$16.18 for those receiving the 70% discount.

This outreach effort helps ensure eligible residents are aware of the program and can access available utility bill assistance.

- **ATTACHED FINANCIALS:** Finance continues to monitor all departments for on-going budget compliance.

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
110 - General Fund				
Taxes	\$ 18,137,000	\$ 219,668	\$ 17,917,332	1%
Intergovernmental	2,952,642	-	2,952,642	0%
Licenses and permits	151,660	86,705	64,955	57%
Charges for services	442,602	15,326	427,276	3%
Fines and forfeitures	175,000	22,831	152,169	13%
Investment revenue	529,700	-	529,700	0%
Other revenues	664,900	15,843	649,057	2%
Transfers in	13,423,651	6,957,724	6,465,927	52%
TOTAL REVENUES	\$ 36,477,155	\$ 7,318,097	\$ 29,159,058	20%
Personnel services	\$ 14,745,820	\$ 551,174	\$ 14,194,646	4%
Materials and services	16,298,390	621,569	15,676,821	4%
Capital outlay	75,000	-	75,000	0%
Transfers out	3,055,906	-	3,055,906	0%
TOTAL EXPENDITURES	\$ 34,175,116	\$ 1,172,742	\$ 33,002,374	3%
610 - Fleet Fund				
Charges for services	\$ 2,023,800	\$ 168,650	\$ 1,855,150	8%
Investment revenue	39,300	-	39,300	0%
TOTAL REVENUES	\$ 2,063,100	\$ 216,483	\$ 1,846,618	10%
Personnel services	\$ 1,156,910	\$ 38,144	\$ 1,118,766	3%
Materials and services	892,330	109,062	783,268	12%
Capital outlay	234,000	-	234,000	0%
TOTAL EXPENDITURES	\$ 2,283,240	\$ 147,207	\$ 2,136,033	6%
230 - Building Inspection Fund				
Licenses and permits	\$ 1,253,800	\$ 75,272	\$ 1,178,528	6%
Investment revenue	158,600	-	158,600	0%
TOTAL REVENUES	\$ 1,412,400	\$ 75,272	\$ 1,337,128	5%
Personnel services	\$ 1,186,970	\$ 35,785	\$ 1,151,185	3%
Materials and services	247,809	5,631	242,178	2%
Transfers out	476,484	39,707	436,777	8%
TOTAL EXPENDITURES	\$ 1,911,263	\$ 81,122	\$ 1,830,141	4%
231 - Community Development Fund				
Licenses and permits	\$ 433,629	\$ 8,081	\$ 425,548	2%
Charges for services	523,002	9,623	513,379	2%
Intergovernmental	125,000	-	125,000	0%
Investment revenue	93,800	195	93,605	0%
Transfers in	4,290,266	47,142	4,243,124	1%
TOTAL REVENUES	\$ 5,465,697	\$ 78,972	\$ 5,386,725	1%
Personnel services	\$ 4,207,600	\$ 116,814	\$ 4,090,786	3%
Materials and services	973,849	30,170	943,679	3%
Transfers out	770,988	63,499	707,489	8%
TOTAL EXPENDITURES	\$ 5,952,437	\$ 210,482	\$ 5,741,955	4%
240 - Road Operating Fund				
Intergovernmental	\$ 2,056,000	\$ -	\$ 2,056,000	0%
Investment revenue	30,400	-	30,400	0%
Transfers in	511,940	3,500	508,440	1%
TOTAL REVENUES	\$ 2,598,340	\$ 3,500	\$ 2,594,840	0%
Personnel services	\$ 602,380	\$ 20,950	\$ 581,430	3%
Materials and services	825,240	14,817	810,423	2%
Debt service	358,000	38,543	319,457	11%
Transfers out	1,088,798	30,760	1,058,038	3%
TOTAL EXPENDITURES	\$ 2,874,418	\$ 105,070	\$ 2,769,348	4%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
241 - Road Maintenance Fund				
Charges for services	\$ 2,775,000	\$ 1,545	\$ 2,773,455	0%
Investment revenue	206,300	-	206,300	0%
TOTAL REVENUES	\$ 2,981,300	\$ 1,545	\$ 2,979,755	0%
Transfers out	\$ 3,167,373	\$ -	\$ 3,167,373	0%
TOTAL EXPENDITURES	\$ 3,167,373	\$ -	\$ 3,167,373	0%
260 - Transit Fund				
Taxes	\$ 6,300,000	\$ 241,497	\$ 6,058,503	4%
Intergovernmental	3,807,000	-	3,807,000	0%
Investment revenue	752,300	-	752,300	0%
Other revenues	5,000	98	4,902	2%
TOTAL REVENUES	\$ 10,864,300	\$ 242,857	\$ 10,621,443	2%
Personnel services	\$ 6,307,340	\$ 210,715	\$ 6,096,625	3%
Materials and services	2,703,574	146,792	2,556,782	5%
Capital outlay	1,148,000	-	1,148,000	0%
Transfers out	1,333,208	97,559	1,235,649	7%
TOTAL EXPENDITURES	\$ 11,492,122	\$ 455,066	\$ 11,037,056	4%
510 - Water Operating Fund				
Charges for services	\$ 10,305,000	\$ 6,009	\$ 10,298,991	0%
Investment revenue	537,400	-	537,400	0%
Other revenues	45,000	-	45,000	0%
Transfers in	8,922,917	8,921,918	999	100%
TOTAL REVENUES	\$ 19,810,317	\$ 8,927,927	\$ 10,882,390	45%
Personnel services	\$ 781,010	\$ 23,126	\$ 757,884	3%
Materials and services	7,609,563	24,514	7,585,049	0%
Capital outlay	848,644	-	848,644	0%
Debt service	374,000	40,090	333,910	11%
Transfers out	2,252,548	92,868	2,159,680	4%
TOTAL EXPENDITURES	\$ 11,865,765	\$ 180,599	\$ 11,685,166	2%
520 - Sewer Operating Fund				
Charges for services	\$ 9,325,000	\$ 3,366	\$ 9,321,634	0%
Investment revenue	362,800	-	362,800	0%
Other revenues	30,000	2,546	27,454	8%
Loan proceeds	10,750,000	-	10,750,000	0%
Transfers in	600,000	-	600,000	0%
TOTAL REVENUES	\$ 21,067,800	\$ 5,912	\$ 21,061,888	0%
Personnel services	\$ 513,160	\$ 8,818	\$ 504,342	2%
Materials and services	4,762,066	8,633	4,753,433	0%
Capital outlay	480,000	-	480,000	0%
Debt service	2,960,000	27,289	2,932,711	1%
Transfers out	13,526,268	77,683	13,448,585	1%
TOTAL EXPENDITURES	\$ 22,241,494	\$ 122,423	\$ 22,119,071	1%
550 - Street Lighting Fund				
Charges for services	\$ 552,000	\$ 277	\$ 551,723	0%
Investment revenue	19,400	-	19,400	0%
TOTAL REVENUES	\$ 571,400	\$ 277	\$ 571,123	0%
Materials and services	\$ 347,000	\$ -	\$ 347,000	0%
Transfers out	194,178	5,244	188,934	3%
TOTAL EXPENDITURES	\$ 541,178	\$ 5,244	\$ 535,934	1%
570 - Stormwater Operating Fund				
Charges for services	\$ 6,064,600	\$ 3,223	\$ 6,061,377	0%
Investment revenue	217,000	-	217,000	0%
TOTAL REVENUES	\$ 6,281,600	\$ 3,223	\$ 6,278,377	0%
Personnel services	\$ 461,050	\$ 17,550	\$ 443,500	4%
Materials and services	944,002	7,344	936,658	1%
Debt service	325,000	34,745	290,255	11%
Transfers out	8,989,384	74,607	8,914,777	1%
TOTAL EXPENDITURES	\$ 10,719,436	\$ 134,246	\$ 10,585,190	1%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
336 - Frog Pond Development				
Licenses and permits	\$ 2,500,000	\$ 108,270	\$ 2,391,730	4%
Investment revenue	72,700	-	72,700	0%
TOTAL REVENUES	\$ 2,572,700	\$ 108,270	\$ 2,464,430	4%
Materials and services	\$ 16,610	\$ -	\$ 16,610	0%
Transfers out	3,856,574	-	3,856,574	0%
TOTAL EXPENDITURES	\$ 3,873,184	\$ -	\$ 3,873,184	0%
348 - Washington County TDT				
Washington County TDT	\$ -	\$ -	\$ -	-
Investment revenue	119,800	-	119,800	0%
TOTAL REVENUES	\$ 119,800	\$ -	\$ 119,800	0%
346 - Roads SDC				
System Development Charges	\$ 4,000,000	\$ 51,467	\$ 3,948,533	1%
Investment revenue	465,300	-	465,300	0%
TOTAL REVENUES	\$ 4,465,300	\$ 51,467	\$ 4,413,833	1%
Materials and services	\$ 42,800	\$ -	\$ 42,800	0%
Transfers out	10,427,939	-	10,427,939	0%
TOTAL EXPENDITURES	\$ 10,470,739	\$ -	\$ 10,470,739	0%
396 - Parks SDC				
System Development Charges	\$ 1,000,000	\$ 51,477	\$ 948,523	5%
Investment revenue	179,600	-	179,600	0%
TOTAL REVENUES	\$ 1,179,600	\$ 51,477	\$ 1,128,123	4%
Materials and services	\$ 9,960	\$ -	\$ 9,960	0%
Transfers out	372,069	-	372,069	0%
TOTAL EXPENDITURES	\$ 382,029	\$ -	\$ 382,029	0%
516 - Water SDC				
System Development Charges	\$ 1,000,000	\$ 49,689	\$ 950,311	5%
Investment revenue	71,600	-	71,600	0%
TOTAL REVENUES	\$ 1,071,600	\$ 49,689	\$ 1,021,911	5%
Materials and services	\$ 12,380	\$ -	\$ 12,380	0%
Debt service	460,000	72,835	387,165	16%
Transfers out	444,842	-	444,842	0%
TOTAL EXPENDITURES	\$ 917,222	\$ 72,835	\$ 844,387	8%
526 - Sewer SDC				
System Development Charges	\$ 1,100,000	\$ 42,475	\$ 1,057,525	4%
Investment revenue	110,400	-	110,400	0%
TOTAL REVENUES	\$ 1,210,400	\$ 42,475	\$ 1,167,925	4%
Materials and services	\$ 10,520	\$ -	\$ 10,520	0%
Transfers out	2,657,511	-	2,657,511	0%
TOTAL EXPENDITURES	\$ 2,668,031	\$ -	\$ 2,668,031	0%
576 - Stormwater SDC				
System Development Charges	\$ 1,500,000	\$ 9,496	\$ 1,490,504	1%
Investment revenue	142,000	-	142,000	0%
TOTAL REVENUES	\$ 1,642,000	\$ 9,496	\$ 1,632,504	1%
Materials and services	\$ 4,800	\$ -	\$ 4,800	0%
Transfers out	2,425,500	-	2,425,500	0%
TOTAL EXPENDITURES	\$ 2,430,300	\$ -	\$ 2,430,300	0%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
815 - Westside Capital Projects				
Investment revenue	\$ 130,900	\$ -	\$ 130,900	0%
TOTAL REVENUES	\$ 130,900	\$ -	\$ 130,900	0%
Materials and services	\$ 190,000	\$ -	\$ 190,000	0%
Capital outlay	3,060,000	129,329	2,930,671	4%
TOTAL EXPENDITURES	\$ 3,250,000	\$ 129,329	\$ 3,120,671	4%
825 - Coffee Creek Capital Projects				
Investment revenue	\$ 25,200	\$ -	\$ 25,200	0%
Transfers in	500,000	-	500,000	0%
TOTAL REVENUES	\$ 525,200	\$ -	\$ 525,200	0%
Materials and services	\$ 236,004	\$ 11,167	\$ 224,837	5%
Capital outlay	630,000	-	630,000	0%
TOTAL EXPENDITURES	\$ 866,004	\$ 11,167	\$ 854,837	1%
827 - Coffee Creek Debt Service				
Taxes	\$ 836,200	\$ -	\$ 836,200	0%
Investment revenue	25,000	-	25,000	0%
TOTAL REVENUES	\$ 861,200	\$ -	\$ 861,200	0%
Debt service	\$ 780,000	\$ -	\$ 780,000	0%
TOTAL EXPENDITURES	\$ 780,000	\$ -	\$ 780,000	0%
830 - Wilsonville Investment Now Program				
Taxes	\$ 1,175,000	\$ -	\$ 1,175,000	0%
TOTAL REVENUES	\$ 1,175,000	\$ -	\$ 1,175,000	0%
Materials and services	\$ 1,175,000	\$ -	\$ 1,175,000	0%
TOTAL EXPENDITURES	\$ 1,175,000	\$ -	\$ 1,175,000	0%

Monthly Report



Danza Azteca performed music and authentic Aztec dance stories at the Thursday Fun Show on July 9.

From the Director

What an incredible month July has been! Summer was in full swing, and the library buzzed with energy as the community dove into the Summer Reading Program. A major highlight was our weekly Thursday Fun Shows at the Grove Shelter in Memorial Park, which provided some unforgettable performances by Jess & the Saplings, Danza Azteca, magician Brian Ledbetter, and The Reptile Man. The Summer Reading Program continues through August 31, so there is still time to turn in completed reading logs!

Looking ahead, the momentum isn't slowing down anytime soon. We are currently gearing up for our 7th annual Short Story Contest in August, an exciting opportunity open to writers of all ages to showcase their creative talents.

-Shasta Sasser, Library Director

Children's Services

STEAM Discovery Evenings

Tuesday evenings at the library featured STEAM (Science, Technology, Engineering, the Arts and Math) events for elementary kids with their grown-ups. The Oregon Coast Aquarium brought the Amazon basin and rainforest alive, and the University of Oregon Museum of Natural and Cultural History shared hands-on activities all about bees. The final evening had kids saddle up hobby horses and try our derby course.

OMSI classes

During the last week of July, Oregon's Museum of Science and Industry (OMSI) held science classes for preschool-5th grade kids. Topics included boats and floating; snakes, lizards, and turtles; and roller coaster design. The classes were free to attendees thanks to the Friends of the Wilsonville Library.

UPCOMING:



The exploding watermelon has become a tradition at the Water Fight & Party, the final Teen event of the summer.

Teen Wednesday events return in September.



Young patrons played with kinetic sand at the Stories & STEAM program on July 1.

Teen Services

Library After Dark 2: Five Nights at Freddy's Tag

When the library closed to the public on July 1, the teens took over, playing tag and watching *Five Nights at Freddy's* in the Oak Room.

Board Game Day

Teens enjoyed a variety of tabletop games and assorted crafts at this afternoon event on July 8.

Library After Dark 3: Laser Tag & Nerf Night

Over 80 teens battled with laser tag and Nerf in the library after it closed to the public on July 15.

Water Fight & Party

Teens closed out the summer with water games and the exploding watermelon on the Children's patio on July 22.

Adult Services

Flash Fiction Workshop

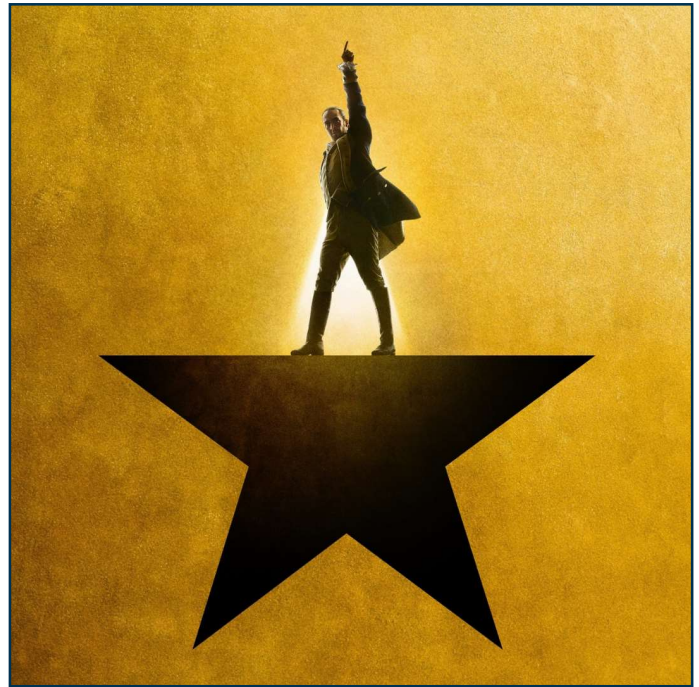
Local author Andi Winter taught a fast-paced workshop on writing flash fiction in advance of the all ages August Short Story Contest on July 23.

Plant Identification for Non-Botanists

Oregon Master Naturalist Rebecca Lexa returned with a program about plant identification on July 27. Attendees learned the skills and tools needed to be able to identify plants wherever they may be.

UPCOMING:

- Profiles online program "Two Hundred Years of the Erie Canal" on Wednesday, Aug. 5, at 11am.
- Tabletop Game Night on Thursday, Aug. 6, at 6pm.
- "Birdwatching for Beginners" on Monday, Aug. 24, at 6pm.



In celebration of the U.S. 250th Anniversary, Celebration Cinema featured the Broadway musical "Hamilton" on July 17.



One of Joan Carlson's artworks on display at the library. She created it using acrylics, hand painted papers, mono prints, and mixed media.

Around the Library

New Cultural Pass: Frog Pond Farm

The newest addition to our Cultural Passes is Frog Pond Farm! This pass admits eight (8) people to the farm. Visit, feed, and interact with 80+ animals, and enjoy their picnic area and playground.

Artist of the Month: Joan Carlson

Joan Carlson is a native Oregonian and retired Artist in Residence from the West Linn-Wilsonville school district. Her floral paintings and organic collage work were on display in the library in July.

Joan worked with over 1,000 students to help create the tile mural "Beauty and the Bridge" along Wilsonville Road, underneath the I-5 interchange. She currently volunteers on the Wilsonville Arts Culture and Heritage Commission.

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

JULY

			1 Stories & STEAM 10:30-11:30am 12-1pm Profiles 11-12:30pm Zoom TAB 6:30-8:30pm Teen SRP Library After Dark 8:30-10:30pm	2 Thursday Fun Show Music w/ Jess & the Saplings Grove Shelter 11am-12pm Tabletop Night Tsuro 6-7:30pm	3 Play Group 10:30-12pm	4 Library Closed Independence Day
5 R	6 Computer Basics 11am-12pm Blood Drive 1-6pm Sit and Stitch 1:30-3pm	7 ESL 10-11:30am ODHS 10am-12pm 1-3pm Toddler Time 10:30am-11am 11:15-11:45am Baby Storytime 12:15-12:55pm STEAM Discovery The Amazon Basin 6-7pm	8 Stories & STEAM 10:30-11:30am 12-1pm TAB 2-4pm Teen SRP Board Game Day 4-6pm	9 Thursday Fun Show Danza Azteca Grove Shelter 11am-12pm	10 Play Group 10:30-12pm	11
12 E	13 Gmail 11am-12pm Sit and Stitch 1:30-3pm	14 ESL 10-11:30am ODHS 10am-12pm 1-3pm Toddler Time 10:30am-11am 11:15-11:45am Baby Storytime 12:15-12:55pm STEAM Discovery BEE Amazed! 6-7pm	15 Stories & STEAM 10:30-11:30am 12-1pm TAB 6:30-8:30pm Teen SRP Library After Dark 3: Laser Tag & Nerf Night 8:30-10:30pm	16 Thursday Fun Show Magic of Brian Ledbetter Grove Shelter 11am-12pm	17 WIC Pop-Up Clinic 10am-12pm 1-4pm Play Group 10:30-12pm Celebration Cinema US 250th Anniversary: Hamilton 3-5pm	18
19 A	20 Microsoft Word 11am-12pm Genealogy Club 1-2:30pm Sit and Stitch 1:30-3pm	21 ESL 10-11:30am ODHS 10am-12pm 1-3pm Toddler Time 10:30am-11am 11:15-11:45am Baby Storytime 12:15-12:55pm STEAM Discovery 6-7pm	22 Stories & STEAM 10:30-11:30am 12-1pm TAB 2-4pm Teen SRP Water Fight & Party In The Park Grove Shelter 4-6pm	23 Thursday Fun Show The Reptile Man Grove Shelter 11am-12pm Flash Fiction Workshop 6-7:30pm	24 Play Group 10:30-12pm	25
26 D	27 Online Job Seeking 11am-12pm Sit and Stitch 1:30-3pm Plant Identification for Non-Botanists 6-7:30pm	28 ESL 10-11:30am ODHS 10am-12pm 1-3pm OMSI Float Your Boat Registration Required 10:30 am 12pm 1:30pm	29 OMSI Scales, Claws and Expanding Jaws Registration Required 10:30am 12pm 1:30pm Community Center Book Club 1-2pm	30 OMSI Rollercoaster Madness Registration Required 10:30am 12pm	31	

8200 SW Wilsonville Road

Wilsonville, OR 97070

(503) 682-2744

wilsonvillelibrary.org

reference@wilsonvillelibrary.org

Monday - Thursday 10-8

Friday - Saturday 10-6

Sunday 1-6

WILSONVILLE PUBLIC LIBRARY

195



Parks and Recreation Report | July 2026

Director's Report

July gave us a opportunity to celebrate Parks and Recreation Month and this year's theme, "The Power of Parks and Recreation." We kicked off the month with our July 4 Laser Light Show and Concert at Town Center Park, where we welcomed a great turnout for a fun, family-friendly celebration of America's 250th birthday.

The true power of parks and recreation goes far beyond the events and facilities we provide. It comes from the dedicated, caring staff who work every day to create welcoming spaces, build meaningful connections, and enrich the lives of people of all ages. Whether planning community events, maintaining beautiful parks, leading programs, or simply offering a friendly smile, our team helps foster a stronger, healthier, and more connected community. Their passion and commitment are what transform parks into places where memories are made, neighbors become friends, and everyone has the opportunity to belong!

Community Center, Recreation & Arts Updates

Summer Camp Season Continues

Our summer camp season is still going strong. In July, we had a variety of camps to offer the public, Coyle Outside camps, Timbers Soccer Camp, Jordan Kent Sports Camps, Fun4All Slime Camp, YMCA Camps, KidoKinetics, and Skyhawks all hosted camps in our parks this July! Registration is still open for the remaining weeks of camp at WilsonvilleParksandRec.com/Register.



On July 9th the City hosted a new event ‘Many Cultures, One Community – A Celebration of Eastern Arts.’

The event was a free, family-friendly evening that featured several dynamic cultural performances including both dance and music. The event was a collaborative effort between the Arts, Culture, and Heritage Commission, the Diversity, Equity and Inclusion Committee, and the Kitakata Sister City Advisory Board. The event successfully highlighted, uplifted, and celebrated cultural diversity, which is an initiative throughout these City boards. Performances included the Indonesian Performing Arts of Oregon, Oregon Koto Kai, Portland Tai-ko, White Lion Lotus Dancers, Sora Shodo as well as Indian Folk Dances. The event also featured an origami activity station, booths, and a food truck.



Board Highlights

Arts, Culture, and Heritage Commission (ACHC)

The ACHC did not meet in July but some members tabled and volunteered at the Many Cultures: One Community cultural event that took place on July 9

Kitakata Sister City Advisory Board

The Kitakata Sister City Advisory Board hosted a table at the July 9 Many Cultures, One Community event in lieu of their monthly board meeting. At the event, board members shared information about future host family opportunities as well as hosted a giveaway of local Kitakata artisan goods.

Parks and Recreation Advisory Board

The Parks and Recreation Advisory Board did not meet in July and has their next scheduled meeting in October when they will review the Community Opportunity Grant submissions.

Upcoming Events

Movies in the Park Series

Friday, August 7, dusk, Town Center Park— Zootopia 2

Friday, August 14, dusk, Town Center Park — Hoppers

Concert in the Park

Thursday, August 13, Town Center Park—Sabroso (Latin Funk)

Party in the Park

Thursday, August, 20 5pm-8pm, Town Center Park—Live Music from Brandon Jones Band

July 4th Lazer Light and Concert Event in Town Center Park



Parks Team

In addition to their normal, busy summer schedules, the parks team has been assisting with special events such as the 4th of July Laser Show, Movies in the Park, Concerts in the Park, supporting other internal events and external events happening within the community parks. Town Center event preparation includes the team rolling out the mobi-mats, which create an ADA accessible pathways for those with mobility differences. These mats give them the opportunity to get closer to the action of the event!

Our team wanted to give a friendly reminder to help them keep the water features operating by keeping objects such as sticks, water guns, balls, trash or other items out of the drains while you're enjoying these awesome amenities!

This photo is from a couple weeks ago when the Murase Plaza water feature had to shut down for a couple hours so our parks team could unplug the system.

Thanks for your help in keeping the flow moving!





City of Wilsonville Police

JULY 2026

Wilsonville Police Celebrate Fourth of July with the Community

Wilsonville Police spent the Fourth of July and the nation's 250th Anniversary visiting neighborhoods throughout the city, joining residents as they celebrated Independence Day with parades, barbecues, and local displays.

Celebrations were enjoyable for everyone and the holiday concluded safely.

These pictures were provided by Chelsea Owens from the Frog Pond neighborhood. Deputy Leffler is center, upper left.



Bike Patrol Builds Community Connections

One of the many ways Wilsonville Police connect with the community is through the department's bike patrol program. The approachable nature of bicycle patrol allows deputies to stop, chat, and build positive relationships with residents.

Deputy Banfi recently visited with children at a neighborhood park, sharing conversation and smiles. Moments like these foster trust and encourage positive interaction with the next generation.



Property Crimes

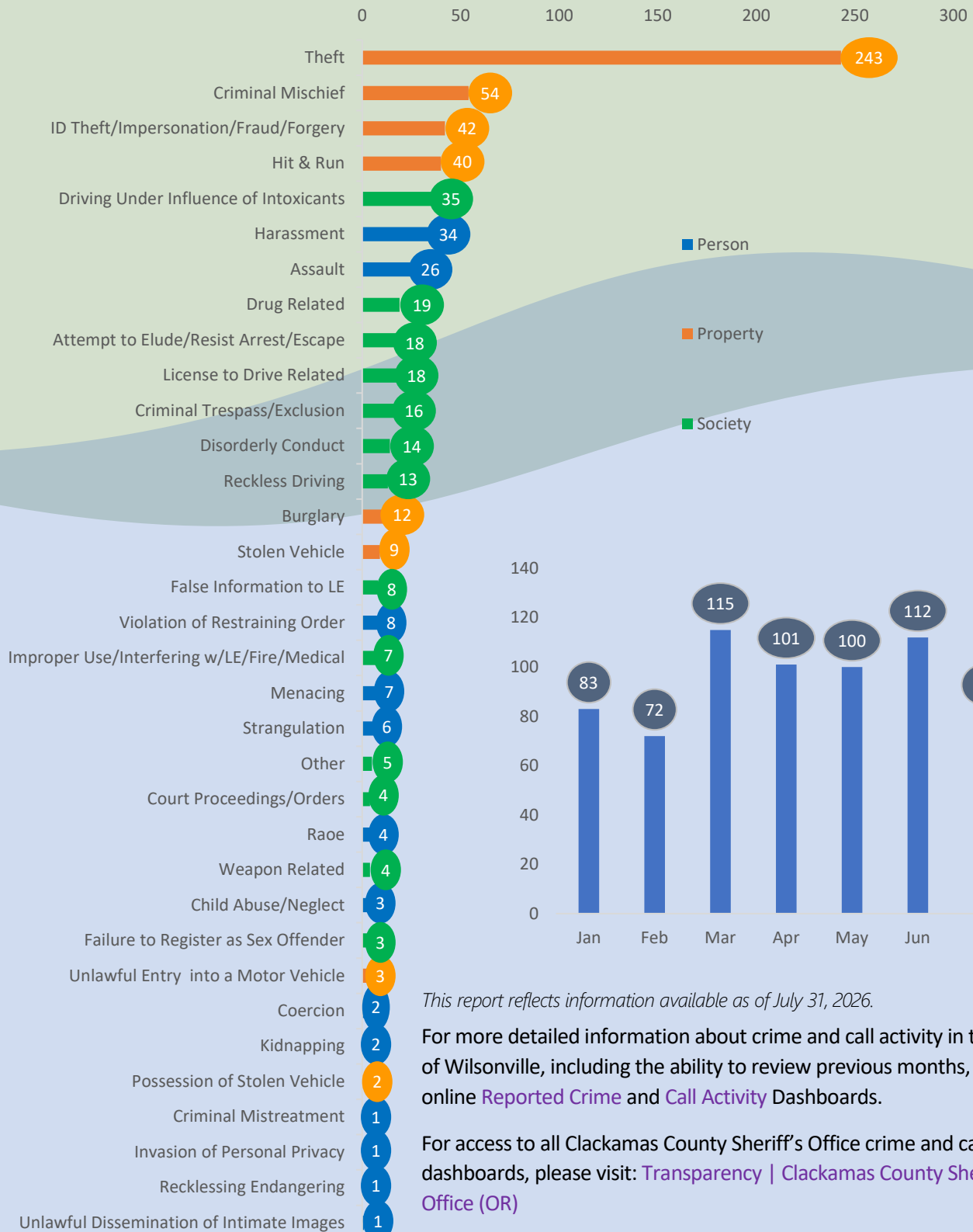
405

Society Crimes

164

Person Crimes

96



This report reflects information available as of July 31, 2026.

For more detailed information about crime and call activity in the City of Wilsonville, including the ability to review previous months, visit our online [Reported Crime](#) and [Call Activity](#) Dashboards.

For access to all Clackamas County Sheriff's Office crime and call activity dashboards, please visit: [Transparency | Clackamas County Sheriff's Office \(OR\)](#)

September—Emergency Preparedness Month

To kick off September's Emergency Preparedness month, The Public Works Department will host the 5th Annual Wilsonville Emergency Preparedness Fair on Saturday, August 29 at the Stein-Boozier Barn. The event is part of the Wilsonville Ready campaign, offers community members hands-on access to local experts, resources, information, and other tools to strengthen individual preparedness, self-reliance, and community resilience during emergencies. The event is open to the public from 9am—12pm.

Representatives will host stations with information about community readiness, sheltering, power shut-offs, first aid, water and sanitation solutions, wildfire and evacuation preparedness, building a 'go bag', county evacuation routes, preparedness within the disability community and other topics.

Participants can visit each station and complete a passport card earning them a chance to spin the "Wheel of Disaster" for an emergency preparedness prize. Prizes include multifunction tools, collapsable bowls, emergency blankets, life straws, emergency document bags, small flashlights, and lanterns. You can also enter your completed passport into a raffle to win a Red Cross emergency preparedness kit or emergency hand-crank radio.

We want to thank our partners who help make this event a success - Red Cross; Upstream Access; Oregon Humane Society; Portland General Electric; Tualatin Valley Fire District; Regional Water Providers; Oregon Department of Human Services; ARES Hamm Radio and Charbonneau Country Club.

We look forward to seeing you at the event!



Best Regards,

Martin Montalvo

Public Works Operations Manager

Facilities

Have A Seat

The Facilities Maintenance team answered the call when Parks and Recreation expressed concerns over the chairs in the reception area of the Stein Boozier Barn. Busy event seasons mean many visitors to the Barn, and the chairs were beginning to wobble. After Konnen Bell determined the best solution was to replace the worn chairs for maximum safety and longevity, new seats were ordered. Konnen and Trevor Denfeld teamed up to install the new seats. A seemingly simple install ended up requiring new rivets drilled, and new threads cut into the existing metal supports to accommodate the new seats. The reception area is back in action and ready to welcome summer visitors to the Barn.



Facilities

Rooted In Creativity

Maintenance Specialists Reynaldo Fuerte Pineda and Luke McKinnon discovered an irrigation leak in the side lawn panel at City Hall. The leak couldn't have been in a more challenging spot, directly under the root system of a mature Ponderosa pine tree. The crew utilized the hydro excavator to prepare enough space to work on the issue, they then discovered that the leak was at an intersection perpendicular to the main lateral line. With the irrigation lines root bound and blocking access, Reynaldo and Luke had to get creative to fix the issue. The team put their plumbing skills to work and successfully repaired the leak.



Roads

Coming Soon...

The closed 380-foot section of sidewalk on Boeckman Road between Kinsman and Barber is getting closer to reopening, thanks to the Roads crew. The sidewalk had become unsafe for pedestrians due to tree roots lifting the sidewalk and creating an uneven and broken pathway.

After the troublesome Willow trees were removed in the spring, stumps from the trees needed to be removed to prepare for demolition of the existing sidewalk.

Shown here, the Roads team used both small and large equipment to remove the stumps in advance of the sidewalk being replaced; which should be completed by the end of September .

When concrete repairs are completed, new trees with a less aggressive root growth habit will be replanted along the pathway.



Roads

Signs of The Times

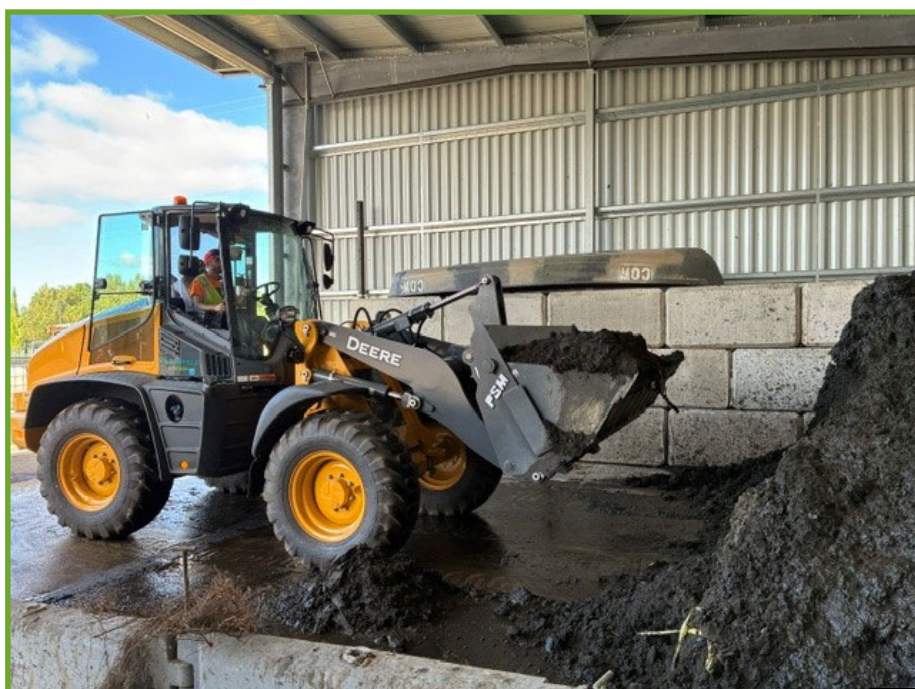
In addition to continued work on pavement markings, the Roads team was able to attend to regular summer maintenance tasks. July's work included trimming trees for sight line distance and replacing worn or damaged signs with newly printed signs made in the Public Works sign shop. Several volunteer groups earned their personalized Adopt-A-Road signs which were also printed at the in-house sign shop and added to the adopted section of roadway.



Stormwater

Last Line Defense

Water Quality Structures are often the last line of defense for water pollution prevention; catching suspended solids, particulates and hydrocarbons to be collected in the structure. Only filtered runoff water is released into the stormwater system after leaving these Water Quality structures. The collected debris and hydrocarbons can only be removed using high-volume vacuum trucks. The pollutants are then separated at the Public Works decant facility , and ultimately disposed of at a landfill facility.



Stormwater

Once A Pond A Time

Stormwater ponds collect rain runoff, filtering and cooling the water before it is slowly released into the Stormwater system. There are two main Stormwater ponds that require annual maintenance, removing invasive plants and cleaning up fallen debris from winter storms and winds. Stormwater crew members Jay Herber and Elijah Herrmann are shown here tackling this annual maintenance.



Utilities

Finishing Touches

Utilities Water Technicians completed the city-wide fire hydrant flushing program in July, bringing a close to twelve weeks of this annual program that ensure high quality water for Wilsonville residents.



The former Shari's building was also finished off so to speak, as development crews demolished the old building to begin preparations for new construction on the site. The Utilities crew worked alongside the development crews to disconnect all active water connections from the site, ensuring there is no chance of contamination to the City water supply during the demolition process. Near the end of the construction project, new water meters will be installed at the site, and finally connected to the City water supply once the new private water lines have been tested and confirmed clean and sanitary.



Utilities

Keeping An Eye On Things

Security cameras at all City water reservoirs add an extra layer of monitoring for the Utilities department. These cameras provide a 24/7 live feed, proving helpful in the event of a security related. In this instance the remote monitoring of these sites allowed the Utilities crews respond quickly when a leak at a reservoir was discovered on the live feed. This quick response time saved valuable water and potential water damage to the surrounding site.





2026

JULY Report
Transit/Fleet

An original poem by Dwight Brashear

FREE

They say that freedom isn't free.
I guess it's true, at least that's what I believe.
Willing to pay the full price, the entire cost.
My prayer is for all the heroes we've lost.
The men and women who made the
ultimate sacrifice.
They gave that which no one can
ever give twice.

Happy 250th Birthday, America!

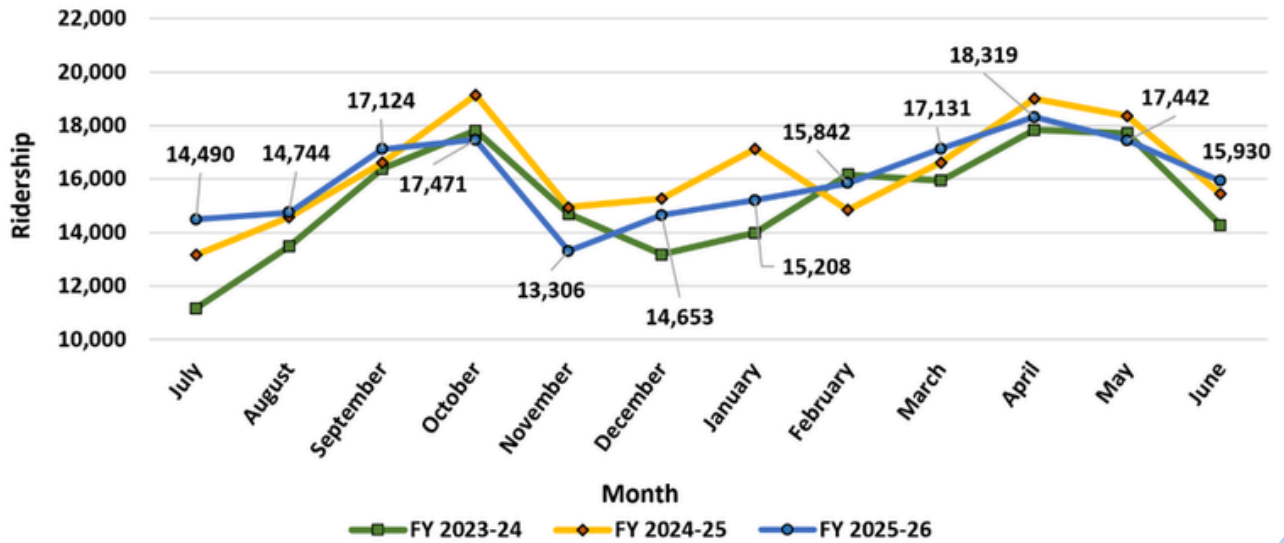
Dwight Brashear
Transit Director



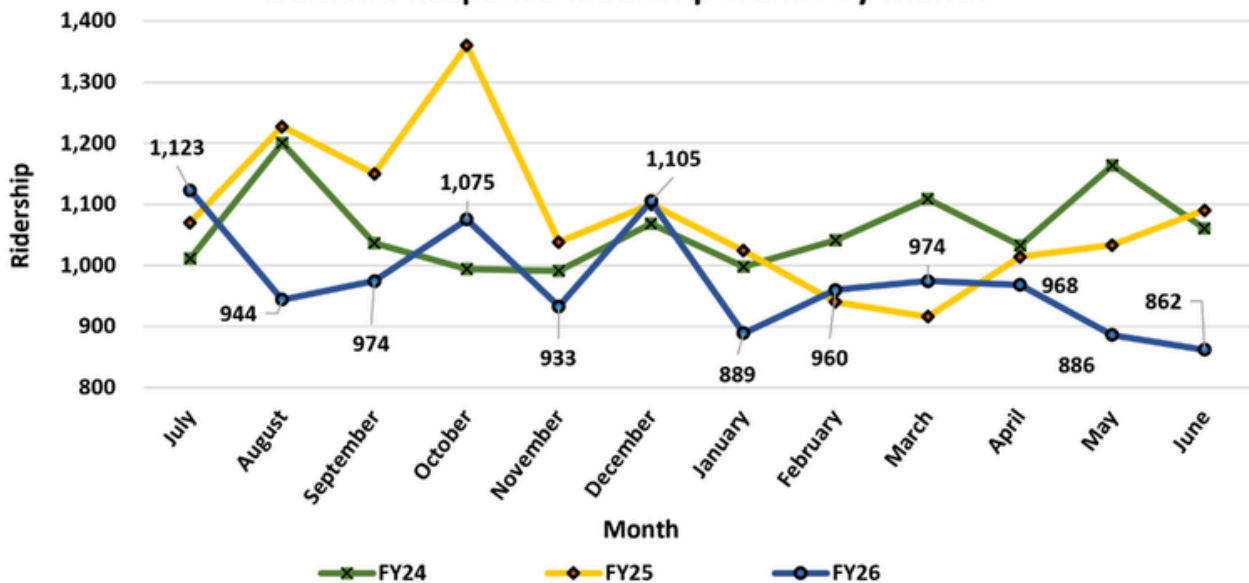
RIDERSHIP TRENDS

Anne MacCracken

Fixed Route Ridership Trends by Month



Demand Response Ridership Trends by Month



OPERATIONS

Diana Kotler

The summer of 2026 has been focused on streamlining operations for SMART's new services and facilities. Following six months of operation of the Woodburn 12X service, the completion of two months of service on the Clackamas Town Center 10X route, and the opening of the Welcome Transit Center, SMART is now shifting its focus to strengthening local, Wilsonville-centric transit services.

Planning for local routes serving Villebois, 95th Avenue, and Parkway Avenue has required thoughtful planning to provide seamless connections at the Wilsonville Transit Center. Those schedule coordination efforts are nearing completion and will take effect on August 24, 2026. The proposed service modifications are aligned with TriMet's upcoming service changes, ensuring that transit customers continue to benefit from coordinated regional transit connections and travel options.

Throughout the summer of 2026, SMART has also been working to select a vendor for a new software platform that will support dispatch operations, service planning, and passenger information systems. The new platform is scheduled for system-wide deployment beginning in November 2026 and will support both fixed-route and on-demand transit services.

Since the Welcome Transit Center opened on May 27, SMART has been tracking customer service activity and usage trends. Beginning next month, monthly reports to the City Council will include updates on customer service activity levels, the types of assistance provided, and other key performance metrics related to the Welcome Center.



JULY 2026 | PAGE 4

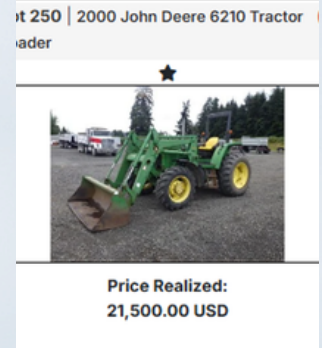
FLEET SERVICES

Scott Simonton

Following recent planned equipment replacements in Public Works, retired equipment was sent to auction.

A Bobcat excavator, with an original purchase price of \$37,121, was sold at auction for \$26,500. This item was operated by the city for 18 years.

A John Deere tractor, originally purchased for \$42,156, brought an auction return of \$21,500. The tractor was used in our Public Works and Parks divisions for 26 years.



Both items were kept in service well past their originally anticipated life cycle, allowing us to delay the expense of new equipment, while still seeing an excellent auction return upon disposal.

COMMUTE OPTIONS

Michelle Marston

This summer, community members are choosing sustainable transportation by biking, riding the bus, carpooling, taking the train, scootering, walking, or working remotely as part of the SMART Summer Rides Challenge.

Participants who log at least eight sustainable travel days between July 1 and August 31, 2026 will earn a challenge achievement badge and are entered into a raffle for a chance to win one of two \$50 gift cards. The drawing will be held on September 8, 2026, and winners will be notified by email.

Thank you to everyone who is participating and helping support a healthier, more sustainable community through their travel choices.



GRANTS & PROGRAMS

Kelsey Lewis

Transit staff came to Council in June to present the Statewide Transportation Investment Fund (STIF) plan for the 2027-2029 biennium (Fiscal Years 2028 and 2029). At that time, we were still working with old STIF revenue projections from 2025.

On July 16, 2026, the Oregon Department of Transportation released the new STIF revenue projections, and the estimates relevant for SMART represent a modest increase in STIF payroll funding over the current biennium. Staff will update the STIF plan as part of TriMet's overall plan that will be submitted later this year. Based on this revenue projection, we do not anticipate any significant changes; this coming STIF plan will be all about preserving existing service (including new Routes 10X and 12X established during our current STIF plan) and making key adjustments to improve connections and implement the 2023 Transit Master Plan.



SAFE ROUTES TO SCHOOL

Wyle O'Neill

July focused on keeping the community engaged in active transportation through a variety of summer outreach events and programs. While schools were out of session, these efforts helped maintain connections with families, introduced new riders to SMART's programs, and encouraged biking or walking throughout Wilsonville.

Tune-up Tuesday launched as a new weekly pop-up program, offering free bicycle safety checks, minor adjustments, and repair guidance. The program provided an approachable opportunity for community members to stop by with questions, have their bikes inspected, and learn basic maintenance to keep them riding safely.

SMART also partnered with the Wilsonville Public Library during the Thursday Fun Show, connecting with families through and sharing information about Safe Routes to School, upcoming rides, and other summer programming.

Outreach continued at the Wilsonville Farmers Market, where staff engaged residents, promoted upcoming events, and distributed bicycle safety resources to community members of all ages.

Two Learn to Ride Clinic sessions were offered, providing new riders with fundamental bicycling skills in a welcoming environment. Even with the short sessions, participants built confidence, practiced essential bike handling skills, and took important steps toward riding independently.

