



## CITY COUNCIL AGENDA

April 03, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

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### 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@ci.wilsonville.or.us](mailto:CityRecorder@ci.wilsonville.or.us) or 503-570-1506

Individuals may submit comments online at: <https://www.ci.wilsonville.or.us/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 [5:00 PM]

### COUNCILORS' CONCERNS [5:05 PM]

### PRE-COUNCIL WORK SESSION [5:10 PM]

- A. Regional Transportation Plan Project List Endorsement (Lewis/Weigel) [10 min.]
- B. [Frog Pond East and South Implementation: Development Code \(Pauly\)](#) [30 min.]
- C. [Prohibited Camping Code Update Project \(Guile-Hinman\)](#) [30 min.]
- D. [City Council Retreat Follow Up & Council Goals Confirmation \(Cosgrove/Troha/SSW Consulting\)](#) [30 min.]

### ADJOURN [6:50 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, April 3, 2023 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on March 21, 2023. 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](#)
5. [Wilsonville Wildcats Week Proclamation](#)
6. [Municipal Court Judge Employment Agreement Amendment \(Katko\)](#)
7. Council Goals Adoption

### **COMMUNICATIONS [7:35 PM]**

8. Fiber Update (Stone)

### **CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:50 PM]**

*This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Staff and the City Council will make every effort to respond to questions raised during 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 [8:00 PM]**

9. Council President Akervall
10. Councilor Linville
11. Councilor Berry
12. Councilor Dunwell



## CONSENT AGENDA [8:20 PM]

13. [Resolution No. 3050](#)

[A Resolution of the City of Wilsonville Authorizing the City Manager to Execute an Intergovernmental Agreement on Broadband Services and Infrastructure Sharing Between the City of Wilsonville and the City of Sherwood. \(Stone\)](#)

14. [Resolution No. 3052](#)

[A Resolution Of The City Of Wilsonville Endorsing The Wilsonville / Smart Regional Transportation Plan Project List And Authorizing The Mayor To Sign A Letter To Metro Stating As Such. \(Weigel/Lewis\)](#)

15. [Minutes of the March 20, 2023 City Council Meeting. \(Veliz\)](#)

## NEW BUSINESS [8:25 PM]

16. [Resolution No. 3053](#)

[A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Real Estate Purchase and Sale Agreement between the West Linn-Wilsonville School District and the City of Wilsonville for the Purchase of Approximately 2.93 Acres for a Neighborhood Park Located in Frog Pond West. \(Guile-Hinman/Neamtzu\)](#)

## CONTINUING BUSINESS [8:40 PM]

17. [Ordinance No. 875 - 2nd Reading](#)

[An Ordinance of the City of Wilsonville Annexing Approximately 9.63 Acres of Property Located at 25540 SW Garden Acres Road for Development of a Corporate Headquarters/Fabrication Facility and Associated Site Improvements. \(Luxhoj\)](#)

18. [Ordinance No. 876 - 2nd Reading](#)

[An Ordinance of the City of Wilsonville Approving a Zone Map Amendment from the Washington County Future Development - 20 Acre \(FD-20\) Zone to the Planned Development Industrial - Regionally Significant Industrial Area \(PDI-RSIA\) Zone on Approximately 9.63 Acres Located at 25540 SW Garden Acres Road for Development of a Corporate Headquarters/Fabrication Facility and Associated Site Improvements. \(Luxhoj\)](#)

## PUBLIC HEARING [8:50 PM]

## CITY MANAGER'S BUSINESS [8:50 PM]

## LEGAL BUSINESS [8:55 PM]

## ADJOURN [9:00 PM]

**INFORMATIONAL ITEMS – No Council Action Necessary**

[Arbor Day Proclamation](#)

**AN EXECUTIVE SESSION MEETING WILL  
IMMEDIATELY FOLLOW THE CITY COUNCIL MEETING**

*Time frames for agenda items are not time certain (i.e. agenda items may be considered earlier than indicated). The City will endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting by contacting the City Recorder at 503-570-1506 or [CityRecorder@ci.wilsonville.or.us](mailto:CityRecorder@ci.wilsonville.or.us): 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.*

*Habr  intérpretes disponibles para aqu llas personas que no hablan Ingl s, previo acuerdo. Comun quese al 503-570-1506.*

**EXECUTIVE SESSION**

ORS 192.660(2)(i) Performance Evaluations of Public Officer and Employees

**ADJOURN**



## CITY COUNCIL MEETING STAFF REPORT

|   |   |  |  |
|---|---|--|--|
| <b>Meeting Date:</b> April 3, 2023  |   | <b>Subject:</b> Frog Pond East and South Master Plan Development Code  |  |
|   |   | <b>Staff Member:</b> Daniel Pauly, Planning Manager  |  |
|   |   | <b>Department:</b> Community Development   |  |
| <b>Action Required</b>  |   | <b>Advisory Board/Commission Recommendation</b>  |  |
| <input type="checkbox"/> Motion<br><input type="checkbox"/> Public Hearing Date:<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date:<br><input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date:<br><input type="checkbox"/> Resolution<br><input checked="" type="checkbox"/> Information or Direction<br><input type="checkbox"/> Information Only<br><input type="checkbox"/> Council Direction<br><input type="checkbox"/> Consent Agenda |   | <input type="checkbox"/> Approval<br><input type="checkbox"/> Denial<br><input type="checkbox"/> None Forwarded<br><input checked="" type="checkbox"/> Not Applicable<br><br><b>Comments:</b> The Planning Commission held a work session on the same topic at their February 8 and March 8 meetings and their feedback is reflected in the attachments. |  |
| <b>Staff Recommendation:</b> Provide requested input on draft Development Code amendments for Frog Pond East and South Implementation.  |   |  |  |
| <b>Recommended Language for Motion:</b> N/A   |   |  |  |
| <b>Project / Issue Relates To:</b>  |   |  |  |
| <input checked="" type="checkbox"/> Council Goals/Priorities:<br>Expand home ownership  | <input checked="" type="checkbox"/> Adopted Master Plan(s):<br>Frog Pond East and South Master Plan | <input type="checkbox"/> Not Applicable  |  |

### ISSUE BEFORE COUNCIL

An important next step in realizing the vision of the Frog Pond East and South Master Plan is to write implementing Development Code amendments. This work session will be the second, following one in February, in a series of work sessions for the Council to provide input and

guidance as the project team and Planning Commission work through the details of these Development Code amendments.

### **EXECUTIVE SUMMARY:**

In late 2022, the City Council, on recommendation from the Planning Commission, adopted the Frog Pond East and South Master Plan. The Master Plan identifies the types and locations of the homes, commercial development, parks, open spaces, streets, trails, and infrastructure to be built over the next 10-20 years in an area on the east side of Wilsonville added to the Metro Urban Growth Boundary in 2018. The Master Plan focuses on providing for the community's future housing needs, including providing diverse housing opportunities.

The Master Plan provides clear policy direction and guidance for future development in Frog Pond East and South. However, an important implementation step is to develop a detailed set of Development Code standards consistent with the Master Plan. These standards will be relied on by developers to plan and design development. These standards will also be relied on by City reviewers to ensure development meets City expectations.

This work session is the second in a series of work sessions for the City Council to review and guide the drafting of these Development Code amendments. As further explained below, the project team has prepared a number of attachments to assist the City Council in reviewing the draft Development Code amendments.

Attachment 1 includes, for easy reference, excerpts from the Frog Pond East and South Master Plan that give specific direction for implementing Development Code. This directive language can be summarized and grouped as follows:

- Ensuring a variety of housing and encouraging specific housing types to be built;
- Creating design standards to implement the Type 1, Type 2, and Type 3 Urban Design Types mapped in the Master Plan and otherwise guide quality, cohesive development;
- Setting the design standards for sub-districts within the neighborhoods; and
- Establishing standards for the Brisband Main Street.

Attachment 2 contains a set of draft Development Code amendments, arranged by topic. Included are only draft code amendments the Planning Commission has expressed support for as reflective of the Master Plan and other City goals and have not recommended any additional changes to. If Council also initially supports the proposed amendments, they will be finalized for adoption later in the year. For each draft code amendment, the document also contains the following supporting information:

- **Intent:** A description of what the draft code amendment is trying to accomplish, including any reference to related Master Plan implementation language.
- **Explanation:** An explanation of how the draft code amendment was developed. As applicable, this includes reference to background and reference information in the packet.

- **Code Reference:** This includes where the draft code amendment would go in the Development Code. It specifies if it is a new Section or Subsection or amendment to an existing section.

For the Council's reference, Attachment 3 is a copy of the current Wilsonville Code Section 4.127, Residential Neighborhood Zone, where a majority of the code amendments are proposed. Also included, as Attachment 4, are excerpts from Section 4.113, Residential Development in Any Zone.

Staff invites the City Council to review the draft code amendments and supporting information. After a brief presentation at the work session, staff will seek Council input on whether the proposed Development Code amendments are ready to be finalized or if further revisions are needed.

#### **EXPECTED RESULTS:**

Feedback from the meeting will guide completion of a package of Development Code amendments for adoption in the coming months.

#### **TIMELINE:**

The project team and Planning Commission will continue to work through the proposed Development Code amendments to implement the Frog Pond East & South Master Plan over the coming months. City Council action on the Planning Commission's recommendation is planned for summer or early fall.

#### **CURRENT YEAR BUDGET IMPACTS:**

The Development Code implementation work is funded with remaining funds from the \$350,000 Metro grant for the Frog Pond East and South Master Plan and matching City funds in the form of staff time. \$311,000 total is budgeted in FY 22/23 including the adoption of the Master Plan and follow up implementation, including this Development Code work and the infrastructure funding implementation work.

#### **COMMUNITY INVOLVEMENT PROCESS:**

During this implementation phase the primary focus is on honoring past input. However, the project team is engaging key stakeholders for input on draft Development Code amendments.

#### **POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:**

Realization of the policy objectives set out in the Frog Pond East and South Master Plan to create Wilsonville's next great neighborhoods. This includes furthering of the City's Equitable Housing Strategic Plan and Council's goal of affordable home ownership.

#### **ALTERNATIVES:**

The project team prepared draft amendments to help implement the Frog Pond East and South Master Plan. A number of alternative amendments can be considered to meet the same intent.

**ATTACHMENTS:**

1. Excerpts from Frog Pond East and South Master Plan related to Development Code Implementation
2. Draft Development Code Amendments with Supporting Information (March 13, 2023)
3. Wilsonville Development Code Section 4.127, Residential Neighborhood Zone
4. Excerpts of Wilsonville Development Code Section 4.113, Residential Development in Any Zone



# FROG POND EAST & SOUTH MASTER PLAN



A VISION AND IMPLEMENTATION PLAN FOR TWO NEW  
NEIGHBORHOODS IN EAST WILSONVILLE



ADOPTED BY WILSONVILLE CITY COUNCIL  
ORDINANCE NO. 870

DECEMBER 19 2022





# COMMUNITY DESIGN CONCEPTS

## SUBDISTRICTS

Figure 14 shows the concept of “subdistricts” within Frog Pond East and South. The subdistricts are intended as “neighborhoods within neighborhoods” – areas with cohesive building form, public realm features, and other characteristics that give them identity. There are ten subdistricts planned for Frog Pond East and South. Each will have a “green focal point” that is central in the subdistrict and/or aligned with a key feature such as a tree grove. The focal points, together with the neighborhood destinations, will provide many community gathering places in Frog Pond East and South.





Figure 14. Diagram of Conceptual Subdistricts  
Frog Pond East and South Work Session April 3, 2023, Attachment 1

Item B.







# COMMUNITY DESIGN CONCEPTS

## IMPLEMENTING THE DESIGN CONCEPTS

The design concepts discussed above are the foundation of the Master Plan's intent to create a strong sense of place and identity in Frog Pond East and South. The Master Plan's Land Use and Urban Form Plan is shown on Figure 15. The following section summarizes how the Master Plan's key features and intended outcomes implement the design concepts. Additional descriptions are provided in the Land Use and Public Realm chapters of this report.

## NEIGHBORHOOD DESTINATIONS WITHIN FROG POND EAST AND SOUTH

- Park/gathering space at the Frog Pond Grange
- A Future Frog Pond East Neighborhood Park
- The SW Brisband Main Street as a neighborhood-scale commercial and mixed-use center
- The Frog Pond South Community Park
- Meridian Creek Middle School
- "Green focal points" within each subdistrict
- Meridian Creek and Newland Creek natural areas
- Significant tree groves

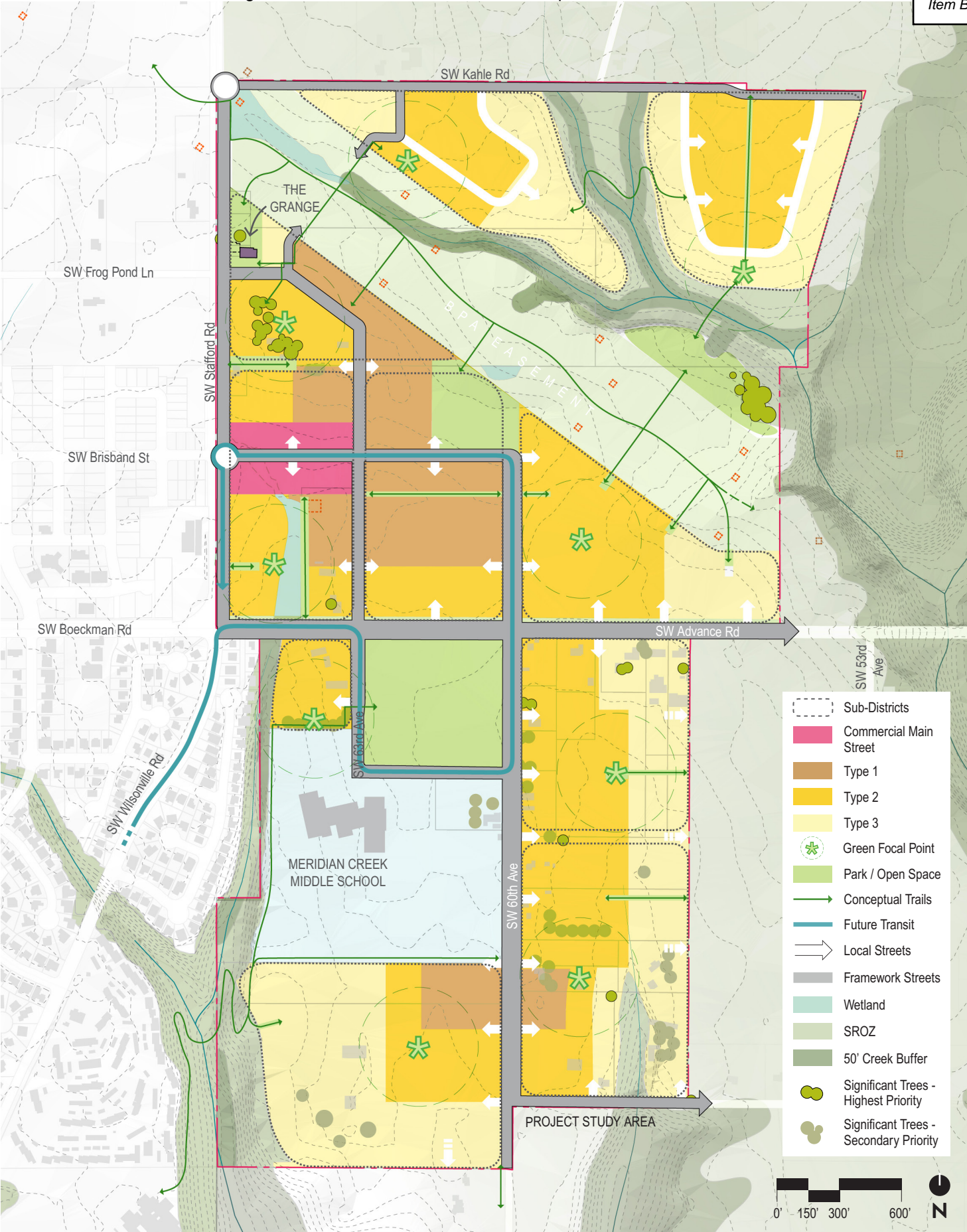




Figure 15. Land Use and Urban Form Plan

Frog Pond East and South Work Session April 3, 2023, Attachment 1

Item B.







# COMMUNITY DESIGN CONCEPTS

## FORM BASED DESIGN AND TRANSECT

- More compact housing is in “Type 1” urban form areas (see Chapter 6 for more description of the urban form types)
- Adjacent areas are less compact and result in a transect or transition to even less compact housing form
- The East Neighborhood has its Type 1 housing in the central area adjacent to the Brisband Main Street, future Frog Pond East Neighborhood Park and BPA Easement
- The South Neighborhood has a small node of Type 1 housing located south of the Meridian Middle School property.
- In both neighborhoods, Type 2 and 3 housing form “feathers out” from the Type 1 areas.

## A WIDE VARIETY OF HOUSING CHOICES

- Opportunities for a wide spectrum of housing choices: townhomes, quadplexes, tri-plexes, duplexes, cottage clusters, cottage developments, small-lot detached homes, medium and larger lot detached homes, accessory dwelling units, apartments/condos, tiny homes and co-housing
- Requirements for a mix of housing choices in each subdistrict
- Housing capacity for an estimated minimum of 1587 dwellings (See Chapter 6 for housing and land use metrics)





# LAND USE

## RESIDENTIAL LAND USE AND URBAN FORM

### KEY OUTCOMES

The Land Use and Urban Form Plan includes residential areas intended to create three key outcomes:

- **A variety of housing choices** throughout the East and South Neighborhoods
- **Opportunities for affordable housing choices** integrated into the neighborhoods
- A planned “**transect**” of housing form in order to create a cohesive neighborhood that maximizes the amenities available to residents while creating an urban form sensitive to the local context.

### VARIETY THROUGHOUT

The Master Plan creates opportunities for a wide variety of housing choices in each neighborhood and subdistrict. This concept focuses on mixing and integrating different housing choices throughout each subdistrict and block rather than having separate areas for separate types of housing units.

The plan defines and maps three types of urban form for housing – Types 1, 2, and 3 – that define the look and feel of the different subdistricts within the neighborhoods. The focus of this typology is urban form: the bulk, height and spacing of buildings. Each urban form type allows for a full array of housing choices.

For example, a detached home may exist in any of the urban form types, but for Type 1 it would have a smaller footprint and, be closer to adjoining homes, and for Type 3 it would have a larger footprint and be farther apart from adjoining homes. Building height will also tend to be taller where Type 1 is designated with height trending down in areas with Type 2 and Type 3 building form. A multi-family building also may exist in any of the urban forms, but for Type 1 the building would be taller and wider with more units per building and closer to adjoining buildings. For Type 3, a multi-family building would be shorter and smaller (similar to the size of a larger single-family home) with fewer units per building, and buildings would be further apart, likely interspersed with single-family homes.



# LAND USE

## TYPE 1 RESIDENTIAL URBAN FORM

Type 1 residential urban form is the most compact and urban of the three forms:

- Buildings 2-4 stories tall close to the street
- Buildings are closely spaced from each other
- Townhouse, condo/apartment buildings, and similar are not limited in width allowing larger buildings that may even occupy an entire block face
- Lot area per building for detached homes will be small with less yard space than in Type 2 and Type 3
- Townhouses, closely spaced detached homes, and multi-family buildings are expected to be common housing choices provided; cottages or similar small-unit housing is also likely to be built







# LAND USE

## TYPE 2 RESIDENTIAL URBAN FORM

Type 2 residential urban form is less compact than Type 1 but more compact than Type 3:

- Buildings are intended to be 2 stories, with 3 stories allowed under applicable State law for certain housing categories
- Moderate setbacks from the street
- Building separation is generally 10 feet,
- Building width is moderately limited, to maintain a building bulk consistent among multi-family, middle housing, and single-family detached housing choices
- Detached home lot size is approximately double that of Type 1 allowing for larger home footprints and larger yards than Type 1
- Small to medium sized single-family detached homes and townhouses are expected to be common housing choices, with duplexes, triplexes, quadplexes, cottage clusters, and smaller multi-family buildings also likely to be built.





# LAND USE

## TYPE 3 RESIDENTIAL URBAN FORM

Type 3 is the least compact residential urban form, characteristics include:

- Buildings primarily 1-2 stories in height, with 3 stories allowed for certain housing categories consistent with applicable State law
- Buildings are set back from the street
- Width of buildings is limited to create smaller buildings, which limits the number of units in multifamily or middle housing structures
- Building separation generally more than 10 feet
- Lot size for detached single-family homes generally 1.5 times that of Type 2 and 3 times that of Type 1, allowing for larger homes and yards
- Medium to large single-family detached homes along with smaller townhouse and duplex buildings are expected to be common housing choices, cottage clusters would be well-suited to this Type, and triplexes, quadplexes, and small multi-family buildings may also be built







# PUBLIC REALM

## GREEN FOCAL POINTS

In addition to the planned Community Park in Frog Pond South and the Neighborhood Park in Frog Pond East, several “green focal points” are identified in central locations within each walkable subdistrict of the planning area. These are flexible in location and size but are intended to serve as central neighborhood destinations or gathering places that contribute to neighborhood character and identity. In addition to being centrally located, these focal points will be integrated into the neighborhood with front doors facing them, where possible, and provide clear and inviting access for public use.

Many different kinds of uses and activities are envisioned for the green focal points. Examples include community garden plots, small playgrounds or splash pads, nature play areas, pocket parks or plazas, and central green courtyards within housing developments. These smaller open spaces also provide opportunities to preserve mature and significant trees and provide visible stormwater treatment.



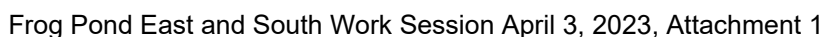


# IMPLEMENTATION

## IMPLEMENTATION MEASURE 4.1.7.D

Implementation of the Frog Pond East & South Master Plan will include the following:

1. Designation and mapping of subdistricts. Subdistricts are smaller geographic areas within each neighborhood where specific regulations may be applied to implement the Master Plan.
2. Clear and objective Development Code standards that:
  - a. Set minimum number of units at the subdistrict or tax lot level.
  - b. Establish height, setback and other development standards for the Type 1, Type 2, and Type 3 Urban Forms described and mapped in the Frog Pond East & South Master Plan.
  - c. Require a variety of housing and include minimum and maximum amounts of specific housing types at the subdistrict or tax lot level.
  - d. Require middle housing.
3. Zoning provisions that provide an alternative path of discretionary review to provide flexibility for development while still achieving the intent of the Master Plan and Development Code.
  - a. The alternative path will include criteria to guide flexibility from the clear and objective height, setback, and other similar development standards for buildings in specific urban design contexts.
4. Define categories of housing for use in implementing housing variety standards.
5. Coordination with the owners of the Frog Pond Grange to coordinate and support continued use and development of the Grange as a community destination. Any future public ownership or use of the Grange building is dependent on future funding not yet identified.
6. Coordination with the Bonneville Power Administration (BPA) on land use and development within their easement in the East Neighborhood.
7. A future study of design options for the creek crossings shown on the Park and Open Space plan in this Master Plan. This work will address potential structured crossings.
8. The City may initiate a Main Street study to evaluate specific designs and implementation for the SW Brisband Main Street.
9. Special provisions will be in place for design of both the public realm and private development along the east side of SW Stafford Road and SW Advance Road and surrounding the East Neighborhood Park.



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# IMPLEMENTATION

## ZONING IMPLEMENTATION

### ZONING MAP AMENDMENTS AND IMPLEMENTATION

Table 7 lists the zone districts that will implement each of the Comprehensive Plan designations identified within the planning area.

**Table 7. Implementing Zoning Designations**

| COMPREHENSIVE PLAN DESIGNATION | IMPLEMENTING ZONE                        |
|--------------------------------|--|
| Residential Neighborhood       | Residential Neighborhood (RN)            |
| Commercial                     | Planned Development Commercial (PDC)     |
| Public                         | Public Facilities (PF)                   |
| All, where applicable          | Significant Resource Overlay Zone (SROZ) |

Zoning will be applied concurrent with the annexation and development review process for individual properties.

### CODING FOR VARIETY AND PRIORITY HOUSING TYPES

Providing a variety of housing types, and particular housing types, throughout the East and South neighborhoods are important intended outcomes for the Master Plan. There are many examples of how variety and specific housing is designed and delivered in master planned communities such as Northwest Crossing in Bend and like Villebois here in Wilsonville. In those communities, a master developer defines and maps the planned housing types at a very site-specific level such as individual lots or blocks. Master planned communities can also implement specific and strategic phasing of infrastructure and housing types.

The Frog Pond East & South Master Plan aspires to have the detailed variety of a master planned community like Villebois even though it does not have the oversight of a single master developer. There is an opportunity to require and encourage housing that is a priority for the City. Examples include: home ownership opportunities for households of modest income (80-120% of AMI), middle housing units, dwellings that provide for ground floor living (full kitchen, bath and master bedroom on the main floor), and dwellings that provide for ADA<sup>3</sup> accessibility.

The standards for Frog Pond's housing variety will also recognize and accommodate several development realities:

3 Americans with Disabilities Act (1990).





# IMPLEMENTATION

- The neighborhoods will develop incrementally. There may be several larger projects where a developer prepares a coordinated plan for relatively large areas (e.g. 20+ acres). However, there will also be many smaller developments that will occur by different developers, on varied parcel sizes, and at different points of time. The code's variety standards must work for the likely range of differently scaled projects.
- Flexibility will be needed for evolving market and housing needs over time, including to reflect the City's future Housing Needs Analyses and Housing Production Strategies..
- All standards that address housing must be clear and objective. A discretionary review path can be provided as an alternative to provide additional flexibility.

Below is a list of potential strategies for requiring variety throughout Frog Pond East and South. These show the intent of the implementing standards and are subject to refinement or change as the development code is prepared.

### ***Strategy 1: Permit a wide variety of housing types.***

Amend the RN Zone to allow the following types in Frog Pond East and South:

- Single-Family Dwelling Units<sup>4</sup>
- Townhouses
- Duplex, Triplex, and Quadplex
- Cluster Housing
- Multiple-Family Dwelling Units
- Cohousing
- Manufactured Dwellings<sup>5</sup>
- Accessory Dwelling Units

### ***Strategy 2: Define “categories” of housing units to be used for implementing variety standards.***

Each category would provide a range of housing units to choose from when meeting the variety standards. The categories will be based on the policy objectives of the Council for equitable housing opportunities. They will also include specific housing types desired by the City (e.g. accessory dwelling units). The categories will be defined as part of the development code.

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4 Tiny homes are included in this use type

5 Manufactured dwellings are subject to the definitions and requirements of ORS 443.



# IMPLEMENTATION

### ***Strategy 3: Establish minimum dwelling unit requirements***

Establish the minimum number of dwelling units required in each subdistrict (or on each pre-existing tax lot). The minimum number of required dwellings will help ensure the provision of attached housing forms.

Minimum number of dwelling unit requirements helps ensure variety by preventing a lower production of units than anticipated by the Master Plan. The unit count anticipated in the Master Plan assumes a variety of housing and meeting the minimum is not anticipated to be met without provision of a variety of housing.

*Note: The housing capacity estimates prepared for the Master Plan could be used as the basis for the minimums.*

### ***Strategy 4: Create development standards for lots and structures that regulate built form according to the mapped Type 1, Type 2, and Type 3 urban form typologies.***

This strategy uses form-based standards to create the transect of most compact urban form in Type 1 areas to least compact urban form in Type 3 areas. For each of the Urban form types, define standards for:

- Minimum lot size
- Minimum lot width/street frontage
- Maximum height setbacks for front, side, and rear yards, and garages
- Minimum building spacing
- Maximum lot coverage
- Maximum building width

### ***Strategy 5: Establish minimum housing variety standards by subdistrict and development area.***

For each subdistrict (or existing tax lots within subdistricts), define:

- The minimum number of categories required. This standard ensures variety at the subdistrict or tax lot level.
- The maximum percent of net development area for a category. This standard ensures no single category dominates a subdistrict.
- The minimum percent of net development area for categories that represent more affordable and/or accessible housing choices not traditionally provided by the private market and meeting City housing objectives..

### ***Strategy 6: Encourage variety at the block level***



# IMPLEMENTATION

Housing variety on the block level prevents segregation of housing types that often subsequently segregates populations by economic status. Code provisions, likely incentives but potentially requirements, related to the percent of net area of blocks by housing category will help ensure a fine grained variety of housing type and integration of lower cost housing.

## CODING FOR MAIN STREET

The Brisband Main Street received very strong support in open houses, focus groups, tabling events and surveys for the Master Plan. Community members were excited that Main Street could become a walkable and attractive destination with restaurants, shops and services.

Wilsonville has existing and future models of the type of pedestrian-oriented commercial center envisioned for the Frog Pond's Main Street. The village center in Villebois is an anchor point for that community with its well-designed public realm, higher density housing, mixed-use, and strong connections to the adjacent neighborhoods. Wilsonville's Town Center Main Street is a central element of the Town Center Plan and will include attractive streetscapes, mixed-use buildings, and three-to-four story building form.

To achieve the vision for the Brisband Main Street, the following design and development strategies for the Brisband Main Street will be implemented:

- Permit neighborhood-scale retail, services, mixed-use, multi-family residential
- Prohibit drive-through uses and facilities
- Adopt development standards such as:
  - › Shallow setbacks to bring buildings close to Main Street's sidewalks
  - › Up to 4-story building height

*"The overall vision for the neighborhood commercial center is that it is a place that provides local goods and services within easy access of the local neighborhoods, has a high quality and pedestrian-oriented design, and serves as a gathering place for the community. Due to its small scale and local orientation, it will not compete with other commercial areas in Wilsonville."*

*— Frog Pond Area Plan*





# IMPLEMENTATION

- › Tall ground floors to emphasize storefront character
- › Building frontages that occupy a high percentage of the block faces along Main Street
- Adopt design standards such as:
  - › Primary entrances oriented to Brisband or its intersections
  - › Front setback areas designed for pedestrian use
  - › Parking to the sides or rears of buildings
  - › Small plazas designed as an accessible amenity
  - › Weather protection (awnings and/or canopies) along sidewalks
  - › Building articulation, fenestration, and materials that make Main Street an attractive place and contribute to the vitality of the street environment

The City may initiate a design study for Main Street to evaluate detailed public realm improvements and coordinate them with private development.





**Frog Pond East and South Implementation****Draft Development Code Amendments for  
April 2023 City Council Work Session****1. Design criteria for Brisband Main Street**

- **Intent:** Provide detailed standards for the Main Street
- **Explanation:** Incorporate appropriate standards from TC zone
- **Code Reference:** Subsection 4.127 (.03) *Residential Neighborhood Zone-Permitted and Prohibited Uses* and new Subsection 4.127 (.24) *Residential Neighborhood Zone-Commercial Main Street Development Standards*
- **Draft Code Amendment:**

(.03) *Permitted and prohibited uses in the Frog Pond East and South Neighborhoods:*

[...]

C. *Uses permitted in the Commercial Main Street Area:*

1. Retail sales and service of retail products, under a footprint of 30,000 square feet per use.
2. Office, including medical facilities.
3. Personal and professional services.
4. Child and/or day care.
5. Food service (e.g., restaurants, food carts, food cart pods).
6. Beverage service (e.g., cafes, brewpubs, bars).
7. Community services and community centers.
8. Residential dwellings, except that no more than XX% of the ground floor of any building may be residential dwellings.

D. *Uses prohibited in the Commercial Main Street Area:*

1. Uses with drive-through facilities (e.g., fast food, banks, car wash) are prohibited.

(.XX) *Development Standards.* The following development standards apply to all development within the Commercial Main Street area of Frog Pond East.

| <b>Table XX. Commercial Main Street Development Standards</b> |        |
|---|--------|
| <b>STANDARD</b>   |        |
| Front setback   |        |
| Minimum   | 0 ft.  |
| Maximum   | 20 ft. |
| Side facing street on corner                                  |        |
| Minimum   | 0 ft.  |
| Maximum   | 10 ft. |

|  |        |
|--|--------|
| Side yard                              |        |
| Minimum                                | 0 ft.  |
| Maximum                                | 10 ft. |
| Rear setback                           |        |
| Minimum                                | 0 ft.  |
| Building height (stories) <sup>A</sup> |        |
| Minimum                                | two    |
| Maximum                                | four   |
| Ground floor height minimum            | 12 ft. |
| Building site coverage maximum         | 90%    |
| Minimum landscaping                    | 10%    |
| Minimum building frontage <sup>B</sup> |        |
| On SW Brisband Street                  | 70%    |
| On SW Stafford Road                    | 50%    |
| On other streets                       | None   |

<sup>A</sup> Second stories or higher in buildings must be useable. No false front buildings are permitted.

<sup>B</sup> To meet the minimum building frontage requirement, the ground level street-facing façade must meet the maximum setback standard for a minimum of 70% of the lot length on SW Brisband Street and a minimum of 50% of the lot length on SW Stafford Road.

(.20) *Design Standards for the Commercial Main Street Designation in Frog Pond East and South:*

- A. *Purpose and Intent.* The purpose of the design standards is to provide high quality design within the Commercial Main Street area that creates a place of distinct character. The design of buildings and other site features shall functionally relate to adjacent streets and open spaces; shall include architectural diversity and variety in their built form; shall contribute to the vitality of the street environment through incorporation of storefronts, windows, and entrances facing the sidewalk; and shall minimize the visual impact of off-street parking from streets.
- B. *Building and Entry Placement.* Buildings shall meet the following standards:
1. Development shall meet the minimum building frontage standards in Table XX.
  2. At least one entrance door is required for each business, including live-work units, with a ground floor frontage.
  3. All primary ground-floor common entrances shall be oriented to the street or a public space directly facing the street, or placed at an angle up to 45 degrees from an adjacent street. Primary ground-

floor common entrances shall not be oriented to the interior or to a parking lot.

4. If a parcel has frontage on more than one street, the primary building entrance is encouraged to orient to the street intersection. If the parcel has frontage on Brisband Street, the primary entrance shall orient to Brisband Street or to the intersection.
  5. Courtyards, plazas and similar entrance features may be utilized to satisfy the building entrance requirement when these features are designed to connect the adjacent street edge to the primary building entrance. A direct pedestrian walkway not exceeding 20 feet in length shall be provided between the building entrance and the street property line.
  6. Each entrance shall be covered, recessed, or treated with a permanent architectural feature in such a way that weather protection is provided.
- C. *Building Setbacks.* Development shall meet the minimum and maximum setback standards in subsection 4.127(.XX). No off-street vehicle parking or loading is permitted within the setback. Bicycle parking is permitted within the setback.
- D. *Front Yard Setback Design.* If front yard setbacks are provided, they shall be designed to encourage pedestrian activity and active ground floor uses. Landscaping, water quality treatment, seating areas, an arcade, or a hard-surfaced expansion of the pedestrian path must be provided between a structure and a public street or accessway. If a building abuts more than one street, the required improvements shall be provided on all streets. Hard-surfaced areas shall be constructed with scored concrete or modular paving materials. Benches and other street furnishings are encouraged.
- E. *Walkway Connection to Building Entrances.* A walkway connection is required between a building's primary entrance and a public street or accessway. This walkway must be at least six feet wide and be paved with concrete or modular paving materials.
- F. *Parking Location and Landscape Design:*
1. Parking for buildings adjacent to public street rights-of-way must be located to the side or rear of buildings, except for buildings fronting Brisband Street or Stafford Road, where parking must be located behind the building, either surface, tuck under or structured (above or below grade).
  2. For locations where parking may be located to the side of the building, parking is limited to 50 percent of the street frontage (provided minimum building frontage standards are also met), and must be behind a landscaped area per Section 4.176.
  2. Within off-street parking lots, all parking spaces, except for those designated for ADA accessible space or deliveries, shall be shared spaces. Designation for individual uses is not permitted.

3. Within off-street parking lots, time limitations may be placed on parking spaces to encourage parking turnover. This includes time limitations to pick up and drop off of goods from area businesses (e.g. drycleaner, bank ATM etc.).

G. *Building Design Standards:*

1. *General Provisions:*

- a. The first-floor façade of all buildings shall be designed to encourage and complement pedestrian-scale interest and activity through the use of elements such as windows, awnings, and other similar features.
- b. Building entrances shall be clearly marked, provide weather covering, and incorporate architectural features of the building.
- c. Architectural features and treatments shall not be limited to a single façade. All public-facing facades shall display a similar level of quality and architectural interest, with elements such as windows, awnings, murals, a variety of exterior materials, reveals, and other similar features.

2. *Design Standards.* All buildings shall comply with the following design standards:

a. *Windows:*

- i. Building facade windows are required on all facades facing SW Brisband Street or SW Stafford Road (see Figure 1), as follows:

|   |                               |
|---|-------------------------------|
| Ground Story facing SW Brisband Street                      | 60% of ground floor wall area |
| Ground Story facing SW Stafford Road                        | 40% of ground floor wall area |
| Upper Stories facing SW Brisband Street or SW Stafford Road | 20% of facade                 |
| Other facades   | No minimum                    |

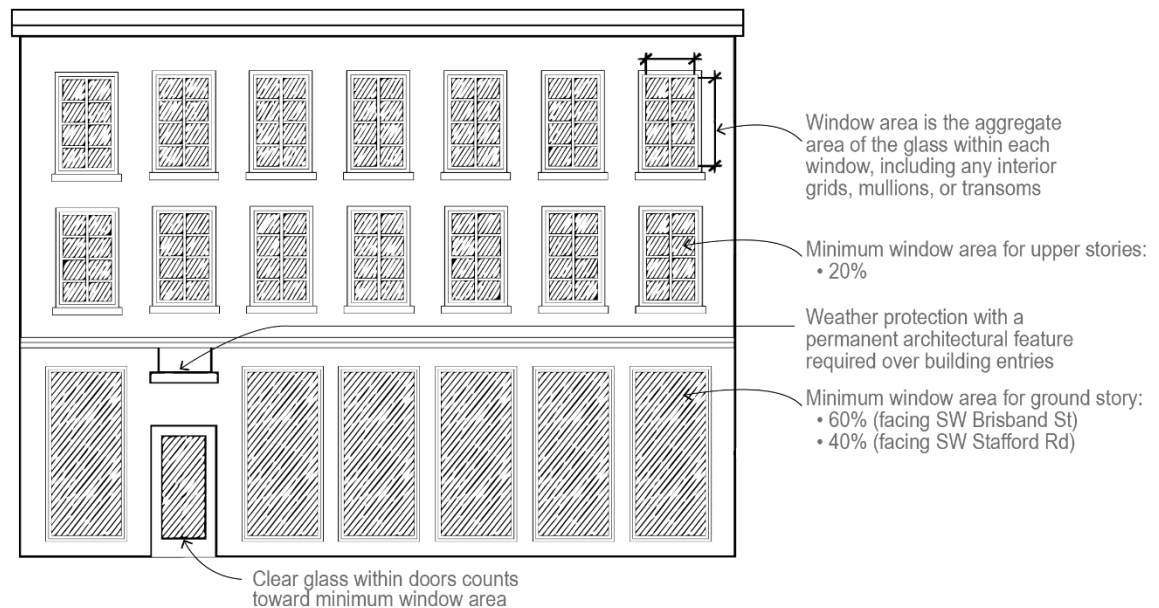
- ii. Window area is the aggregate area of the glass within each window, including any interior grids, mullions, or transoms. Facade area is the aggregate area of each street-facing vertical wall plane.
- iii. Required windows shall be clear glass and not mirrored or frosted, except for bathrooms. Clear glass within doors may be counted toward meeting the window coverage standard.
- iv. *Ground floor windows.* For facades facing SW Brisband Street and SW Stafford Road, elevations within the building setback shall include a minimum percentage of the ground floor wall area with windows, display areas or doorway openings, as required in subsection i. The ground floor wall area shall be measured from two feet above grade to ten feet above grade for the entire width of the street-facing elevation. The ground floor

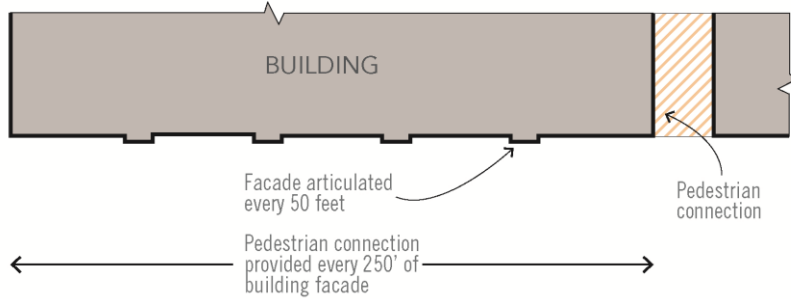
window requirement shall be met within the ground floor wall area; glass doorway openings to ground level may be counted toward meeting the requirement. Up to 50 percent of the ground floor window requirement may be met on an adjoining elevation within 20 feet of the building corner. (Note: Figure to be added to illustrate this requirement)

b. *Building Facades:*

- i. Public-facing facades shall extend no more than 50 feet without providing at least one of the following features: (a) a variation in building materials; (b) a building off-set of at least one foot; (c) a wall area that is entirely separated from other wall areas by a projection, such as an arcade; or (d) by other design features that reflect the building's structural system (See Figure 2). No building façade shall extend for more than 250 feet without a pedestrian connection between or through the building.

**Figure 1. Window Placement and Percentage of Facade**



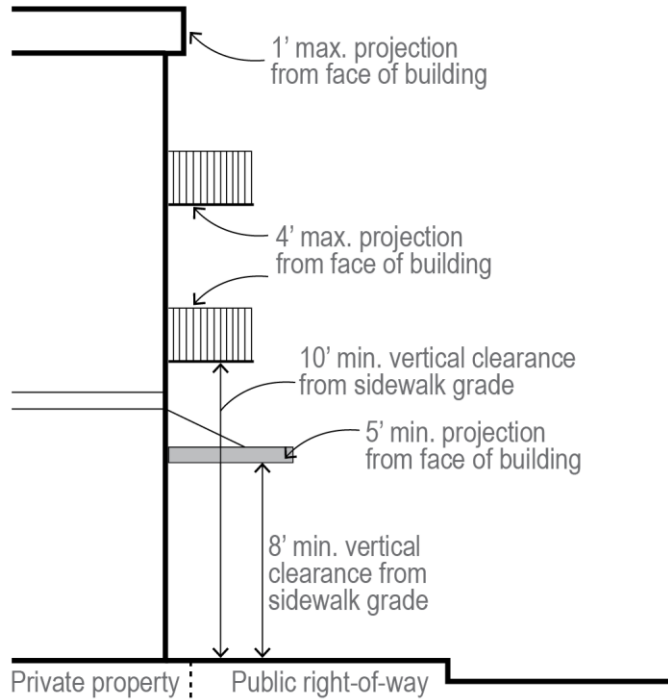
**Figure 2. Building Facade Articulation**

- c. *Weather Protection:* Building facades facing SW Brisband Street shall provide weather protection as follows:
- A projecting facade element (awning, canopy, arcade, or marquee) must be provided along at least 75 percent of the façade.
  - All weather protection must comply with the Oregon Structural Specialty Code in effect at the time of application for projections or encroachments into the public right-of-way.
  - Weather protection shall be maintained and in good condition.
  - Weather protection features shall project at least five feet from the building façade.
  - Marquees shall have a minimum ten-foot clearance from the bottom of the marquee to the sidewalk. Canopies and awnings shall have a minimum eight-foot clearance from the bottom of the awning or canopy to the sidewalk. (See Figure 3.)
  - The projecting façade element shall not conflict with street lights. If the projecting façade element blocks light shed from adjacent street lights, exterior lighting shall be located on the building.
  - Awnings shall match the width of storefronts or window openings.
  - Internally lit awnings are not permitted.
  - Awnings shall be made of glass, metal, or a combination of these materials. Fabric awnings are not permitted.
- d. *Building Materials.* Plain concrete block, plain concrete, T-111 or similar sheet materials, corrugated metal, plywood, sheet press board or vinyl siding may not be used as exterior finish materials. Foundation material may be plain concrete or plain concrete block where the foundation material is not revealed for more than two feet. Use of brick and natural materials (wood) is encouraged.

- e. *Roofs and roof lines.* Except in the case of a building entrance feature, roofs shall be designed as an extension of the primary materials used for the building and should respect the building's structural system and architectural style. False fronts and false roofs are not permitted.
- f. *Rooftop features/equipment screening:*
  - i. The following rooftop equipment does not require screening:
    - Solar panels, wind generators, and green roof features;
    - Equipment under two feet in height.
  - ii. Elevator mechanical equipment may extend above the height limit a maximum of 16 feet provided that the mechanical shaft is incorporated into the architecture of the building.
  - iii. Satellite dishes and other communications equipment shall be limited to ten feet in height from the roof, shall be set back a minimum of five feet from the roof edge and screened from public view to the extent possible.
  - iv. All other roof-mounted mechanical equipment shall be limited to ten feet in height, shall be set back a minimum of five feet from the roof edge and screened from public view and from views from adjacent buildings.
  - v. On all structures exceeding 35 feet in height, roofs shall have drainage systems that are architecturally integrated into the building design.
  - vi. Any external stairwells, corridors and circulation components of a building shall be architecturally compatible with the overall structure, through the use of similar materials, colors, and other building elements.
  - vii. Required screening shall not be included in the building's maximum height calculation.
- g. *General Screening.* Utility meters shall be located on the back or side of a building, screened from view from a public street to the greatest extent possible, and shall be painted a color to blend with the building façade.
- h. *Building projections.* Building projections are allowed as follows (see Figure 3):
  - i. Architectural elements such as eaves, cornices and cornices may project up to one foot from the face of the building.
  - ii. Bay windows and balconies may project up to four feet from the face of the building. Balconies that project into the right-of-way shall have a minimum vertical

- clearance of 12 feet from sidewalk grade or be mounted at the floor elevation, whichever is greater.
- iii. See also Subsection 4.127(.20)XX. for standards related to weather protection.

**Figure 3. Building Projections**





## 2. Clear and objective standards for multi-family

- **Intent:** Provide clear and objective standards for multi-family similar to single-family and middle housing. Note, proposed multi-family buildings/uses that are not part of an approved subdivision or Master Plan, still need to go through the Stage I/Stage II Master Plan development review process. The intent of the proposed standards is to change the review criteria and process that applies to architectural review and basic site planning review such as setback and lot coverage for multi-family buildings where the use has already received a master plan approval.
- **Explanation:** Adapt and modify current standards for townhouses to apply to multi-family.
- **Code Reference:** Subsection 4.113 (.14) *Residential Design Standards*, new subsection for multi-family)
- **Draft Code Amendment:**

### (.15) *Design Standards for Multi-Family Housing:*

- A. *Purpose and Intent.* The purpose of the multi-family design standards is to create and maintain street frontages that are varied and attractive, create an environment that is conducive to walking, and provide natural surveillance of public spaces. The standards will also promote building details in multi-family development that provide visual interest, contribute to a high-quality living environment for residents, give a sense of quality and permanence, and enhance compatibility with the surrounding community. The design standards also aim to create consistency with design standards for other residential unit types that multi-family housing may be built adjacent to.
- B. *Entrance Orientation.*
  1. At least one main entrance for each multi-family structure must either meet the standards in subsections a. and b. below, or must meet the alternative standard in subsection B.2.
    - a. The entrance must be within eight feet of the longest street-facing exterior wall of the structure; and
    - b. The entrance must either:
      - i. Face the street;
      - ii. Be at an angle of up to 45 degrees from the street; or
      - iii. Open onto a porch. The porch must:
        - a. Be at least 25 square feet in area; and
        - b. Have at least one entrance facing the street or have a roof.
  2. Alternative standard. As an alternative to subsection 1., a main entrance to a multi-family structure may face a courtyard if the courtyard-facing entrance is located within 60 feet of a street and the courtyard meets the following standards:
    - a. The courtyard must be at least 15 feet in width;

- b. The courtyard must abut a street; and
  - c. The courtyard must be landscaped or hard-surfaced for use by pedestrians.
- C. *Windows.* A minimum of 15 percent of the area of all public-facing façades must include windows or entrance doors. Façades separated from the street or public space by a dwelling are exempt from meeting this standard. Required windows shall be clear glass and not mirrored or frosted, except for bathrooms.
- D. *Articulation.*
  - 1. *Minimum Articulation.* All public-facing façades shall incorporate the following design elements at a minimum interval of every 30 feet. The minimum number of design elements is determined by dividing the façade length (in feet) by 30 and rounding up to the nearest whole number.
    - a. Varying rooflines.
    - b. Offsets of at least 12 inches.
    - c. Balconies.
    - d. Projections of at least 12 inches and width of at least three feet.
    - e. Porches.
    - f. Entrances that are recessed at least 24 inches or covered.
    - g. Dormers at least three feet wide.
  - 2. *Articulation Element Variety.* Different articulation elements shall be used as provided below, based on the length of the facade. For the purpose of this standard, a "different element" is defined as one of the following: a completely different element from the list in subsection D.1. above; the same type of element but at least 50 percent larger; or for varying rooflines, vertically offset by at least three feet.
    - a. Where two to four elements are required on a façade, at least two different elements shall be used.
    - b. Where more than four elements are required on a façade, at least three different elements shall be used.
- F. *Pedestrian Access and Circulation.* The following standards are intended to ensure safe and efficient circulation for pedestrians within multi-family development.
  - 1. Each multi-family development shall contain an internal pedestrian circulation system that makes connections between individual units and parking areas, green focal points and other common open space areas, children's play areas, and public rights-of-way. All pedestrian connections (walkways) shall meet the following standards:
    - a. Except as required for crosswalks, per subsection 3., where a walkway abuts a vehicle circulation area, it shall be physically separated by a curb that is raised at least six inches or by bollards.

- b. Walkways shall be constructed of concrete, asphalt, brick or masonry pavers, or other hard surface, and not less than five feet wide.
  - 2. All walkways shall comply with the requirements of the Americans with Disabilities Act.
  - 3. In order to provide safe crossings of driveways and parking areas, crossings shall be clearly marked with either contrasting paving materials (such as pavers, light-color concrete inlay between asphalt, or similar contrasting material) or reflective striping that emphasizes the crossing under low light and inclement weather conditions.
  - 4. Pedestrian connections shall be provided between buildings within the development, and between the development and adjacent rights-of-way, transit stops, parks, schools, and commercial developments. At least one connection shall be made to each adjacent street and sidewalk for every 200 linear feet of street frontage. Sites with less than 200 linear feet of street frontage shall provide at least one connection to the street and/or sidewalk.
- F. *Off-Street Parking Location and Design.* The following standards are intended to support a pedestrian-friendly street environment and to minimizing the visual impacts of parking areas and garages.
- 1. Off-street parking spaces and vehicle maneuvering areas shall not be located between the front building plane and a street property line (except alleys).
  - 2. Off-street parking areas shall not occupy more than 50% of the total length of each street frontage as measured 20 feet from the street property line. Drive aisles without adjacent parking spaces do not count as parking areas for the purposes of this standard.
  - 3. Off-street parking spaces shall not be located within ten feet of any property line, except alley property lines. Driveways and drive aisles are permitted within ten feet of property lines.
  - 4. Landscaping, fencing, or walls at least three feet tall shall separate parking areas from useable open space, green focal points, and public streets (except alleys).
  - 5. If garages are attached to a street-facing facade, they may not be located closer to the street property line than the building facade.
  - 6. Driveways associated with attached garages that take direct individual access from a public or private street must meet the townhouse driveway and access standards in Subsection 4.113 (.14) 5. For the purpose of those standards, each individual multi-family garage shall meet the standards applicable to a townhouse or townhouse lot.

### 3. Process Updates for Multi-family Housing

- **Intent:** Improve language throughout code to clarify and update review process for multi-family housing in residential zones.
- **Explanation:** Review and update language throughout Development Code to make process to review multi-family housing in residential zones substantially similar to the process for single-family and middle housing. Additional section-specific explanations are provided below.
- **Code Reference:** various
- **Draft Code Amendments:**

Modified language (changes ~~struckthrough~~ or **bold underlined**)

#### **Section 4.030 Jurisdiction and Powers of Planning Director and Community Development Director**

*Explanation: Add clarity for the review process for architecture review of middle housing. Draft reflects Planning Commission discussion in January about DRB not being the appropriate place for review, but larger buildings should still provide public notice. Current draft has smaller apartment buildings (6 or fewer units) follow the same process as middle housing (Class I Review, staff decision with no public notice) and larger buildings being subject to Class II Review (staff decision with public notice and notice to DRB).*

(.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 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:
  4. Building permits for **residential structures in residential zones not subject to Site Design Review, except for multi-family structures with seven or more units,** ~~single family dwellings, middle housing, and in the Village zone, row houses or apartments,~~ meeting clear and objective zoning, siting, and design requirements standards 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.

- 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 noted below. 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 for a hearing:

12. **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 and meeting clear and objective zoning, siting, and design standards and located on lots that have been legally created. This does not include review of Stage I and Stage II Planned Development Master Plans and Site Design Review of open space and other common improvements, which is subject to review by the Development Review Board.**

#### ***Subsection 4.176 (.04) Buffering and Screening***

*Explanation: Remove requirement for screening and buffering between single-family and multi-family as new standards and allow and encourage them to be integrated.*

- B. Activity areas on commercial and industrial sites shall be buffered and screened from adjacent residential areas. ~~Multi-family developments shall be screened and buffered from single-family areas.~~

#### ***Section 4.113 (.01) Residential Open Space Standards***

*Explanation: Clarify that a multi-family development does not need to provide additional open space when it is part of a larger development. Makes the requirement consistent with those for single-family and middle housing.*

##### ***B. Applicability.***

1. The open space standards of this subsection shall apply to the following:
  - a. Subdivisions.
  - b. Planned Developments.
  - c. Multi-family Development, **except as noted in 2. c. below.**
2. These standards do not apply to the following:
  - a. Partitions for non-Multi-family development. However, serial or adjacent partitions shall not be used to avoid the requirements.
  - b. Middle Housing Land Divisions.
  - c. **Development of a multi-family building(s) on a lot within a subdivision where the open space requirements are**

**otherwise met in the subdivision, as acknowledged in a prior land use approval.**

#### **4. Encouraging and Integrating ADUs**

- **Intent:** Remove identified barriers to Accessory Dwelling Units (ADUs) in Frog Pond East and South and citywide, particularly by expanding the allowance of them accessory to townhouses and limiting or modifying application of setbacks and lot coverage
- **Explanation:** Existing ADU language is modified to allow ADUs accessory to all townhouses, make the review process the same as other dwelling units, create exceptions for lot coverage, and provide special setbacks based on the setbacks for cottages under State model code for middle housing. Finally, special housing variety provisions to encourage ADUs in Frog Pond East and South.
- **Draft Code Amendments:**

##### 4.113 (.10) B. Accessory Dwelling Units: Standards:

1. Number Allowed.
  - a. For detached single-family dwelling units, and for townhouses on lots meeting the minimum lot size for detached single-family in the zone: One per dwelling unit.
  - b. For all other dwelling units: None.

##### 4.113 (.10) B. Accessory Dwelling Units: Standards:

4. Accessory Dwelling Units may be either attached or detached, but are **generally** subject to all zone standards **for the underlying zone except that** for setbacks, height, and lot coverage, unless those requirements are specifically waived through the Planned Development waiver or Variance approval processes.  
**ADUs are exempt from lot coverage maximums.**

##### 4.113 (.02) A. Residential Building Setbacks: Lots Over 10,000 square feet:

7. Cottage Cluster **and ADU** Setbacks: Setbacks in 1.—3. and 6. above do not apply to cottage clusters **and ADUs**. For cottage clusters **and ADUs**, minimum front, rear, and side setbacks are ten (10 feet).

##### 4.113 (.02) B. Residential Building Setbacks: Lots Not Exceeding 10,000 square feet:

7. Cottage Cluster **and ADU** Setbacks: Any minimum setback in 1.—3. or 6. above that would exceed ten feet for a cottage cluster **or ADU** shall be ten feet.

#### 4.120 (.05) FDA-H Dimensional Standards

- E. Accessory buildings and uses shall conform to front and side yard setback requirements. If the accessory buildings and uses do not exceed 120 square feet or ten feet in height, and they are detached and located behind the rear-most line of the main buildings, the side and rear yard setbacks may be reduced to three feet. **Minimum front and rear setback for ADUs is 10 feet.**

Old Town Residential Design Standards footnote (noted by \*) on page 19

For cottage clusters **and ADUs**, minimum front and rear setbacks are 10'.

#### Section 4.125 (.05) Table V-1 Village (V) Zone Development Standards

No change to this table. For V (Village) Zone, highest setback to which ADU would be subject is 12 feet, so no change recommended.

#### 4.127 (.08) Table 2 Residential Neighborhood (RN) Zone, Lot Development Standards (applicable to Frog Pond West only)

Amend table footnote "L"

- L. For cottage clusters **and ADUs** all setbacks otherwise greater than 10 feet for other housing types is **are** reduced to 10 feet.

#### 4.127 (.08) Proposed New Table for Frog Pond East and South (as drafted for January 2023 work session)

Add table footnote "F"

- F. The minimum rear setback for a Cottage Cluster unit or Accessory Dwelling Unit (ADU) is 10 feet.

#### 4.113 (.10) B. ADU Standards

- 6. ~~Where an Accessory Dwelling Unit is proposed to be added to an existing residence and no discretionary land use approval is being sought (e.g., Planned Development approval, Conditional Use Permit approval, etc.) the application shall require the approval of a Class I Administrative Review permit.~~ **ADU review process is the same as for single-family units and middle housing.**

## **Section 4.127. Residential Neighborhood (RN) Zone.**

(.01) *Purpose.* The Residential Neighborhood (RN) zone applies to lands within Residential Neighborhood Comprehensive Plan Map designation. The RN zone is a Planned Development zone, subject to applicable Planned Development regulations, except as superseded by this section or in legislative master plans. The purposes of the RN Zone are to:

- A. Implement the Residential Neighborhood policies and implementation measures of the Comprehensive Plan.
- B. Implement legislative master plans for areas within the Residential Neighborhood Comprehensive Plan Map designation.
- C. Create attractive and connected neighborhoods in Wilsonville.
- D. Regulate and coordinate development to result in cohesive neighborhoods that include: walkable and active streets; a variety of housing appropriate to each neighborhood; connected paths and open spaces; parks and other non-residential uses that are focal points for the community; and, connections to and integration with the larger Wilsonville community.
- E. Encourage and require quality architectural and community design as defined by the Comprehensive Plan and applicable legislative master plans.
- F. Provide transportation choices, including active transportation options.
- G. Preserve and enhance natural resources so that they are an asset to the neighborhoods, and there is visual and physical access to nature.
- H. Create housing opportunities for a variety of households, including housing types that implement the Wilsonville Equitable Housing Strategic Plan and housing affordability provisions of legislative master plans.

(.02) *Permitted uses:*

- A. Open Space.
- B. Single-Family Dwelling Unit.
- C. Townhouses. During initial development in the Frog Pond West Neighborhood, a maximum of two townhouses may be attached, except on corners, a maximum of three townhouses may be attached.
- D. Duplex.
- E. Triplex and quadplex. During initial development in the Frog Pond West Neighborhood, triplexes are permitted only on corner lots and quadplexes are not permitted.
- F. Cluster housing. During initial development in the Frog Pond West Neighborhood, only two-unit cluster housing is permitted except on corner lots where three-unit cluster housing is permitted.
- G. Multiple-Family Dwelling Units, except when not permitted in a legislative master plan, subject to the density standards of the zone. Multi-family dwelling units are not permitted within the Frog Pond West Master Plan area.
- H. Cohousing.
- I. Cluster Housing (Frog Pond West Master Plan).
- J. Public or private parks, playgrounds, recreational and community buildings and grounds, tennis courts, and similar recreational uses, all of a non-commercial nature, provided that any principal building or public swimming pool shall be located not less than 45 feet from any other lot.



K. Manufactured homes.

(.03) *Permitted accessory uses:*

- A. Accessory uses, buildings and structures customarily incidental to any of the principal permitted uses listed above, and located on the same lot.
- B. Living quarters without kitchen facilities for persons employed on the premises or for guests. Such facilities shall not be rented or otherwise used as a separate dwelling unless approved as an accessory dwelling unit or duplex.
- C. Accessory Dwelling Units, subject to the standards of Section 4.113 (.10).
- D. Home occupations.
- E. A private garage or parking area.
- F. Keeping of not more than two roomers or boarders by a resident household.
- G. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon completion or abandonment of the construction work.
- H. Accessory buildings and uses shall conform to front and side yard setback requirements. If the accessory buildings and uses do not exceed 120 square feet or ten feet in height, and they are detached and located behind the rear-most line of the main buildings, the side and rear yard setbacks may be reduced to three feet.
- I. Livestock and farm animals, subject to the provisions of Section 4.162.

(.04) *Uses permitted subject to Conditional Use Permit requirements:*

- A. Public and semi-public buildings and/or structures essential to the physical and economic welfare of an area, such as fire stations, sub-stations and pump stations.
- B. Commercial Recreation, including public or private clubs, lodges or meeting halls, golf courses, driving ranges, tennis clubs, community centers and similar commercial recreational uses. Commercial Recreation will be permitted upon a finding that it is compatible with the surrounding residential uses and promotes the creation of an attractive, healthful, efficient and stable environment for living, shopping or working. All such uses except golf courses and tennis courts shall conform to the requirements of Section 4.124(.04)(D) (Neighborhood Commercial Centers).
- C. Churches; public, private and parochial schools; public libraries and public museums.
- D. Neighborhood Commercial Centers limited to the provisions of goods and services primarily for the convenience of and supported by local residents. Neighborhood Commercial Centers are only permitted where designated on an approved legislative master plan.

(.05) *Residential Neighborhood Zone Sub-districts:*

- A. RN Zone sub-districts may be established to provide area-specific regulations that implement legislative master plans.
  - 1. For the Frog Pond West Neighborhood, the sub-districts are listed in Table 1 of this Code and mapped on Figure 6 of the Frog Pond West Master Plan. The Frog Pond West Master Plan Sub-District Map serves as the official sub-district map for the Frog Pond West Neighborhood.

(.06) *Minimum and Maximum Residential Lots:*

- A. The minimum and maximum number of residential lots approved shall be consistent with this Code and applicable provisions of an approved legislative master plan.

1. For initial development of the Frog Pond West Neighborhood, Table 1 in this Code and Frog Pond West Master Plan Table 1 establish the minimum and maximum number of residential lots for the sub-districts.
  2. For areas that are a portion of a sub-district, the minimum and maximum number of residential lots are established by determining the proportional gross acreage and applying that proportion to the minimums and maximums listed in Table 1. The maximum density of the area may be increased, up to a maximum of ten percent of what would otherwise be permitted, based on an adjustment to an SROZ boundary that is consistent with 4.139.06.
- B. The City may allow a reduction in the minimum density for a sub-district when it is demonstrated that the reduction is necessary due to topography, protection of trees, wetlands and other natural resources, constraints posed by existing development, infrastructure needs, provision of non-residential uses and similar physical conditions.

| <b>Table 1. Minimum and Maximum Residential Lots by Sub-District in the Frog Pond West Neighborhood</b> |                             |   |   |
|---|-----------------------------|---|---|
| Area Plan Designation   | Frog Pond West Sub-district | Minimum Lots in Sub-district <sup>a,b</sup> | Maximum Lots in Sub-district <sup>a,b</sup> |
| R-10 Large Lot  | 3                           | 26  | 32  |
|   | 7                           | 24  | 30  |
|   | 8                           | 43  | 53  |
| R-7 Medium Lot  | 2                           | 20  | 25  |
|   | 4                           | 86  | 107   |
|   | 5                           | 27  | 33  |
|   | 9                           | 10  | 13  |
|   | 11                          | 46  | 58  |
| R-5 Small Lot   | 1                           | 66  | 82  |
|   | 6                           | 74  | 93  |
|   | 10                          | 30  | 38  |
| Civic   | 12                          | 0   | 7 <sup>a</sup>                              |
| Public Facilities (PF)  | 13                          | 0   | 0   |

- <sup>a</sup>. Each lot must contain at least one dwelling unit but may contain additional units consistent with the allowance for ADUs and middle housing.
- <sup>b</sup>. For townhouses, the combined lots of the townhouse project shall be considered a single lot for the purposes of the minimum and maximum of this table. In no case shall the density of a townhouse project exceed 25 dwelling units per net acre.
- <sup>c</sup>. These metrics apply to infill housing within the Community of Hope Church property, should they choose to develop housing on the site. Housing in the Civic sub-district is subject to the R-7 Medium Lot Single Family regulations.

**(.07) Development Standards Generally:**

- A. Unless otherwise specified by this the regulations in this Residential Development Zone chapter, all development must comply with Section 4.113, Standards Applying to Residential Development in Any Zone.

**(.08) Lot Development Standards:**

- A. Lot development shall be consistent with this Code and applicable provisions of an approved legislative master plan.
- B. Lot Standards Generally. For the Frog Pond West Neighborhood, Table 2 establishes the lot development standards unless superseded or supplemented by other provisions of the Development Code.
- C. Lot Standards for Small Lot Sub-districts. The purpose of these standards is to ensure that development in the Small Lot Sub-districts includes varied design that avoids homogenous street frontages, creates active pedestrian street frontages and has open space that is integrated into the development pattern.

Standards. Planned developments in the Small Lot Sub-districts shall include one or more of the following elements on each block:

1. Alleys.
2. Residential main entries grouped around a common green or entry courtyard (e.g. cluster housing).
3. Four or more residential main entries facing a pedestrian connection allowed by an applicable legislative master plan.
4. Garages recessed at least four feet from the front façade or six feet from the front of a front porch.

| Table 2: Neighborhood Zone Lot Development Standards |  |                      |                       |                                      |                                      |                             |                 |                  |                                     |   |
|--|--|----------------------|-----------------------|--------------------------------------|--------------------------------------|-----------------------------|-----------------|------------------|-------------------------------------|---|
| Neighborhood Zone Sub-District                       | Min. Lot Size (sq. ft.) <sup>A,B</sup> | Min. Lot Depth (ft.) | Max. Lot Coverage (%) | Min. Lot Width <sup>I, N</sup> (ft.) | Max. Bldg. Height <sup>H</sup> (ft.) | Setbacks <sup>K, L, M</sup> |                 |                  |                                     |   |
|  |  |                      |                       |                                      |                                      | Front Min. (ft.)            | Rear Min. (ft.) | Side Min. (note) | Garage Min Setback from Alley (ft.) | Garage Min Setback from Street <sup>O,P</sup> (ft.) |
| R-10 Large Lot                                       | 8,000                                  | 60'                  | 40% <sup>E</sup>      | 40                                   | 35                                   | 20 <sup>F</sup>             | 20              | <sup>M</sup>     | 18 <sup>G</sup>                     | 20  |
| R-7 Medium Lot                                       | 6,000 <sup>C</sup>                     | 60'                  | 45% <sup>E</sup>      | 35                                   | 35                                   | 15 <sup>F</sup>             | 15              | <sup>M</sup>     | 18 <sup>G</sup>                     | 20  |
| R-5 Small Lot  | 4,000 <sup>C,D</sup>                   | 60'                  | 60% <sup>E</sup>      | 35                                   | 35                                   | 12 <sup>F</sup>             | 15              | <sup>M</sup>     | 18 <sup>G</sup>                     | 20  |

Notes:

- A. Minimum lot size may be reduced to 80% of minimum lot size for any of the following three reasons: (1) where necessary to preserve natural resources (e.g. trees, wetlands) and/or provide active open space, (2) lots designated for cluster housing (Frog Pond West Master Plan), (3) to increase the number of lots up to the maximum number allowed so long as for each lot reduced in size a lot meeting the minimum lot size is designated for development of a duplex or triplex.
- B. For townhouses the minimum lot size in all sub-districts is 1,500 square feet.
- C. In R-5 and R-7 sub-districts the minimum lot size for quadplexes and cottage clusters is 7,000 square feet.
- D. In R-5 sub-districts the minimum lot size for triplexes is 5,000 square feet.
- E. On lots where detached accessory buildings are built, maximum lot coverage may be increased by 10%. Cottage clusters are exempt from maximum lot coverage standards.
- F. Front porches may extend 5 feet into the front setback.

- G. The garage setback from alley shall be minimum of 18 feet to a garage door facing the alley in order to provide a parking apron. Otherwise, the rear or side setback shall be between 3 and 5 feet.
  - H. Vertical encroachments are allowed up to ten additional feet, for up to 10% of the building footprint; vertical encroachments shall not be habitable space.
  - I. For townhouses in all sub-districts minimum lot width is 20 feet.
  - J. May be reduced to 24' when the lot fronts a cul-de-sac. No street frontage is required when the lot fronts on an approved, platted private drive or a public pedestrian access in a cluster housing (Frog Pond West Master Plan) development.
  - K. Front Setback is measured as the offset of the front lot line or a vehicular or pedestrian access easement line. On lots with alleys, Rear Setback shall be measured from the rear lot line abutting the alley.
  - L. For cottage clusters all setbacks otherwise greater than 10 feet for other housing types is reduced to 10 feet
  - M. On lots greater than 10,000 SF with frontage 70 ft. or wider, the minimum combined side yard setbacks shall total 20 ft. with a minimum of 10 ft. On other lots, minimum side setback shall be 5 ft. On a corner lot, minimum side setbacks are 10 feet.
  - N. For cluster housing (Frog Pond West Master Plan) with lots arranged on a courtyard, frontage shall be measured at the front door face of the building adjacent to a public right-of-way or a public pedestrian access easement linking the courtyard with the Public Way.
  - O. All lots with front-loaded garages are limited to one shared standard-sized driveway/apron per street regardless of the number of units on the lot.
  - P. The garage shall be setback a minimum of 18 feet from any sidewalk easements that parallels the street.
- D. Lot Standards Specific to the Frog Pond West Neighborhood.
- 1. Lots adjacent to Boeckman Road and Stafford Road shall meet the following standards:
    - a. Rear or side yards adjacent to Boeckman Road and Stafford Road shall provide a wall and landscaping consistent with the standards in Figure 10 of the Frog Pond West Master Plan.
  - 2. Lots adjacent to the collector-designated portions of Willow Creek Drive and Frog Pond Lane shall not have driveways accessing lots from these streets, unless no practical alternative exists for access. Lots in Large Lot Sub-districts are exempt from this standard.

*(.09) Open Space:*

- A. *Purpose.* The purposes of these standards for the Residential Neighborhood Zone are to:
- 1. Provide light, air, open space, and useable recreation facilities to occupants of each residential development.
  - 2. Retain and incorporate natural resources and trees as part of developments.
  - 3. Provide access and connections to trails and adjacent open space areas.
- For Neighborhood Zones which are subject to adopted legislative master plans, the standards work in combination with, and as a supplement to, the park and open space recommendations of those legislative master plans. These standards supersede the Open Space requirements in WC Section 4.113(.01).
- B. *Within the Frog Pond West Neighborhood, the following standards apply:*
- 1. Properties within the R-10 Large Lot sub-districts and R-7 Medium Lot sub-districts are exempt from the requirements of this section. If the Development Review Board finds, based upon substantial evidence in the record, that there is a need for open space, they may waive this exemption and require open space proportional to the need.
  - 2. For properties within the R-5 Small Lot sub-districts, Open Space Area shall be provided in the following manner:

- a. Ten percent of the net developable area shall be in open space. Net developable area does not include land for non-residential uses, SROZ-regulated lands, streets and private drives, alleys and pedestrian connections. Open space must include at least 50 percent usable open space as defined by this Code and other like space that the Development Review Board finds will meet the purpose of this section.
- b. Natural resource areas such as tree groves and/or wetlands, and unfenced low impact development storm water management facilities, may be counted toward the ten percent requirement at the discretion of the Development Review Board. Fenced storm water detention facilities do not count toward the open space requirement. Pedestrian connections may also be counted toward the ten percent requirement.
- c. The minimum land area for an individual open space is 2,000 square feet, unless the Development Review Board finds, based on substantial evidence in the record, that a smaller minimum area adequately fulfills the purpose of this Open Space standard.
- d. The Development Review Board may reduce or waive the usable open space requirement in accordance with Section 4.118(.03). The Board shall consider substantial evidence regarding the following factors: the walking distance to usable open space adjacent to the subject property or within 500 feet of it; the amount and type of open space available adjacent or within 500 feet of the subject property, including facilities which support creative play.
- e. The Development Review Board may specify the method of assuring the long-term protection and maintenance of open space and/or recreational areas. Where such protection or maintenance are the responsibility of a private party or homeowners' association, the City Attorney shall review any pertinent bylaws, covenants or agreements prior to recordation.

(.10) *Block, access and connectivity standards:*

- A. *Purpose.* These standards are intended to regulate and guide development to create: a cohesive and connected pattern of streets, pedestrian connections and bicycle routes; safe, direct and convenient routes to schools and other community destinations; and, neighborhoods that support active transportation and Safe Routes to Schools.
- B. *Blocks, access and connectivity shall comply with adopted legislative master plans:*
  1. Within the Frog Pond West Neighborhood, streets shall be consistent with Figure 18, Street Demonstration Plan, in the Frog Pond West Master Plan. The Street Demonstration Plan is intended to be guiding, not binding. Variations from the Street Demonstration Plan may be approved by the Development Review Board, upon finding that one or more of the following justify the variation: barriers such as existing buildings and topography; designated Significant Resource Overlay Zone areas; tree groves, wetlands or other natural resources; existing or planned parks and other active open space that will serve as pedestrian connections for the public; alignment with property lines and ownerships that result in efficient use of land while providing substantially equivalent connectivity for the public; and/or site design that provides substantially equivalent connectivity for the public.
  2. If a legislative master plan does not provide sufficient guidance for a specific development or situation, the Development Review Board shall use the block and access standards in Section 4.124(.06) as the applicable standards.

(.11) *Signs.* Per the requirements of Sections 4.156.01 through 4.156.11 and applicable provisions from adopted legislative master plans.



(.12) *Parking.* Per the requirements of Section 4.155 and applicable provisions from adopted legislative master plans.

(.13) *Corner Vision Clearance.* Per the requirements of Section 4.177.

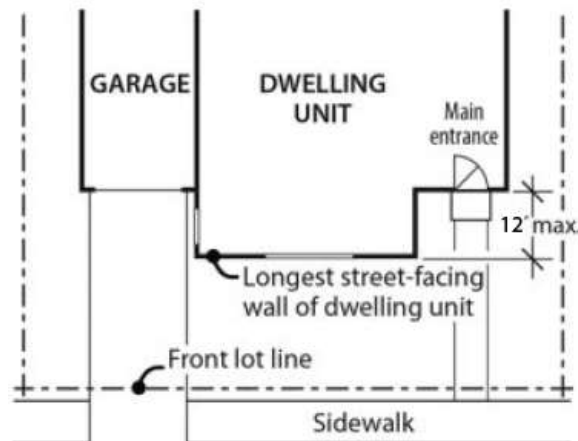
(.14) *Main Entrance Standards:*

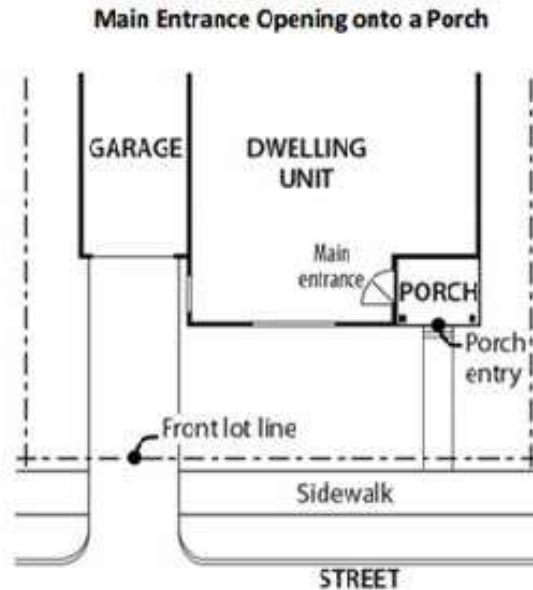
A. *Purpose.* These standards:

1. Support a physical and visual connection between the living area of the residence and the street;
2. Enhance public safety for residents and visitors and provide opportunities for community interaction;
3. Ensure that the pedestrian entrance is visible or clearly identifiable from the street by its orientation or articulation; and
4. Ensure a connection to the public realm for development on lots fronting both private and public streets by making the pedestrian entrance visible or clearly identifiable from the public street.

B. *Location.* At least one main entrance for each structure must:

1. Be within 12 feet of the longest street-facing front wall of the dwelling unit; and
2. Either;
  - a. Face the street;
  - b. Be at an angle of up to 45 degrees from the street; or
  - c. Open onto a porch. The porch must:
    - (i) Be at least six feet deep;
    - (ii) Have at least one entrance facing the street; and
    - (iii) Be covered with a roof or trellis.





- C. *Distance from grade.* Main entrances meeting the standards in subsection B., above, must be within four feet of grade. For the purposes of this Subsection, grade is the average grade measured along the foundation of the longest street-facing wall of the dwelling unit.

(.15) *Garage Standards:*

A. *Purpose.* These standards:

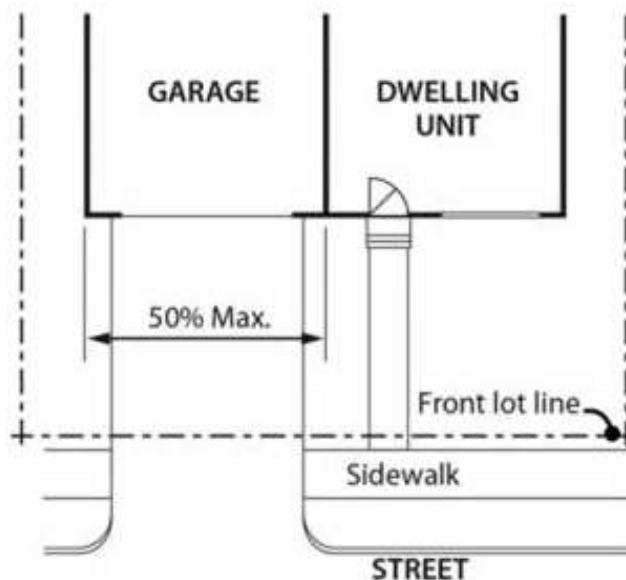
1. Ensure that there is a physical and visual connection between the living area of the residences and the street;
2. Ensure that the location and amount of the living area of the residence, as seen from the street, is more prominent than garages;
3. Prevent garages from obscuring the main entrance from the street and ensure that the main entrance for pedestrians, rather than automobiles, is the prominent entrance;
4. Provide for a pleasant pedestrian environment by preventing garages and vehicle areas from dominating the views of the neighborhood from the sidewalk; and
5. Enhance public safety by preventing garages from blocking views of the street from inside the residence.

B. *Street-Facing Garage Walls:*

1. Where these regulations apply. Unless exempted, the regulations of this subsection apply to garages accessory to residential units.
2. *Exemptions:*
  - a. Garages on flag lots.
  - b. Development on lots which slope up or down from the street with an average slope of 20 percent or more.
3. *Standards:*

- a. The length of the garage wall facing the street may be up to 50 percent of the length of the street-facing building façade. For middle housing, this standard applies to the total length of the street-facing façades. For detached single-family and accessory structures, the standards apply to the street-facing façade of each unit. For corner lots, this standard applies to only one street side of the lot. For lots less than 50 feet wide at the front lot line, the standard in (b) below applies.
- b. For lots less than 50 wide at the front lot line, the following standards apply:
  - (i) The width of the garage door may be up to 50 percent of the length of the street-facing façade.
  - (ii) The garage door must be recessed at least four feet from the front façade or six feet from the front of a front porch.
  - (iii) The maximum driveway width is 18 feet.
- c. Where a dwelling abuts a rear or side alley or a shared driveway, the garage shall orient to the alley or shared drive.
- d. Where three or more contiguous garage parking bays are proposed facing the same street, the garage opening closest to a side property line shall be recessed at least two feet behind the adjacent opening(s) to break up the street facing elevation and diminish the appearance of the garage from the street. Side-loaded garages, i.e., where the garage openings are turned away from the street, are exempt from this requirement.
- e. A garage entry that faces a street may be no closer to the street than the longest street facing wall of the dwelling unit. There must be at least 20 feet between the garage door and the sidewalk. This standard does not apply to garage entries that do not face the street.

**Length of Street-Facing Garage Wall**



(.16) *Residential Design Standards:*

A. *Purpose.* These standards:

1. Support consistent quality standards so that each home contributes to the quality and cohesion of the larger neighborhood and community.
  2. Support the creation of architecturally varied structures, blocks and neighborhoods, whether a neighborhood develops all at once or one lot at a time, avoiding homogeneous street frontages that detract from the community's appearance.
- B. *Applicability.* These standards apply to all façades facing streets, pedestrian connections, parks, open space tracts, the Boeckman Trail, or elsewhere as required by this Code or the Development Review Board. Exemptions from these standards include: (1) Additions or alterations adding less than 50 percent to the existing floor area of the structure; and, (2) Additions or alterations not facing a street, pedestrian connection, park, or open space tract.
- C. *Windows.* The standards for minimum percentage of façade surface area in windows are below. These standards apply only to facades facing streets, pedestrian connections, parks, and open space tracts.
1. For two-story structures:
    - a. 15 percent front facades.
    - b. 12.5 percent—front facades if a minimum of six design elements are provided per Section 4.127(0.15)E., Design Menu.
    - c. Ten percent—front facades facing streets if a minimum of seven design elements are provided per Section 4.127(0.15)E., Design Menu.
  2. For one-story structures:
    - a. 12.5 percent—front facades.
    - b. Ten percent—front facades if a minimum of six design elements are provided per Section 4.127(0.15)E., Design Menu.
  3. For all structures: Five percent for street-side facades.
  4. Windows used to meet this standard must provide views from the building to the street. Glass block does not meet this standard. Windows in garage doors and other doors count toward this standard.
  5. Street-facing facades along Boeckman Road and Stafford Road must meet the standards for front facades.
- D. *Articulation.* Plans for residential buildings shall incorporate design features such as varying rooflines, offsets, balconies, projections (e.g., overhangs, porches, or similar features), recessed or covered entrances, window reveals, or similar elements that break up otherwise long, uninterrupted elevations. Such elements shall occur at a minimum interval of 30 feet on façades facing streets, pedestrian connections, parks, open space tracts, or elsewhere as required by this Code or the Development Review Board. Where a façade governed by this standard is less than 30 feet in length, at least one of the above-cited features shall be provided.
- E. *Residential Design Menu.* Residential structures shall provide a minimum of five of the design elements listed below for front façades and façades facing Boeckman Road and Stafford Road, unless otherwise specified by the code. For side façades facing streets, pedestrian connections, parks, open space tracts, a minimum of three of the design elements must be provided. Where a design feature includes more than one element, it is counted as only one of the five required elements.
1. Dormers at least three feet wide.



2. Covered porch entry—minimum 48 square foot covered front porch, minimum six feet deep and minimum of a six foot deep cover. A covered front stoop with minimum 24 square foot area, four foot depth and hand rails meets this standard.
  3. Front porch railing around at least two sides of the porch.
  4. Front facing second story balcony - projecting from the wall of the building a minimum of four feet and enclosed by a railing or parapet wall.
  5. Roof overhang of 16 inches or greater.
  6. Columns, pillars or posts at least four inches wide and containing larger base materials.
  7. Decorative gables - cross or diagonal bracing, shingles, trim, corbels, exposed rafter ends or brackets (does not include a garage gable if garage projects beyond dwelling unit portion of street façade).
  8. Decorative molding above windows and doors.
  9. Decorative pilaster or chimneys.
  10. Shakes, shingles, brick, stone or other similar decorative materials occupying at least 60 square feet of the street façade.
  11. Bay or bow windows - extending a minimum of 12 inches outward from the main wall of a building and forming a bay or alcove in a room within the building.
  12. Sidelight and/or transom windows associated with the front door or windows in the front door.
  13. Window grids on all façade windows (excluding any windows in the garage door or front door).
  14. Maximum nine foot wide garage doors or a garage door designed to resemble two smaller garage doors and/or windows in the garage door (only applicable to street facing garages).
  15. Decorative base materials such as natural stone, cultured stone or brick extending at least 36 inches above adjacent finished grade occupying a minimum of ten percent of the overall primary street facing façade.
  16. Entry courtyards which are visible from, and connected directly to, the street. Courtyards shall have a minimum depth of ten feet and minimum width of 80 percent of the non-garage/driveway building width to be counted as a design element.
- F. *House Plan Variety.* No two directly adjacent or opposite residential structures may possess the same front or street-facing elevation. A structure containing multiple middle housing units shall be considered a single residential structure for the purpose of house plan variety. This standard is met when front or street-facing elevations differ from one another due to different materials, articulation, roof type, inclusion of a porch, fenestration, and/or number of stories. Where façades repeat on the same block face, they must have at least three intervening residential structures between them that meet the above standard. Small Lot developments over ten acres shall include duplexes and/or two-unit townhouses comprising ten percent of the homes—corner locations are preferred.
- G. *Prohibited Building Materials.* The following construction materials may not be used as an exterior finish:
1. Vinyl siding.
  2. Wood fiber hardboard siding.
  3. Oriented strand board siding.
  4. Corrugated or ribbed metal.

5. Fiberglass panels.

(.17) *Fences:*

- A. Within Frog Pond West, fences shall comply with standards in 4.113 (.07) except as follows:
  1. Columns for the brick wall along Boeckman Road and Stafford Road shall be placed at lot corners where possible.
  2. A solid fence taller than four feet in height is not permitted within eight feet of the brick wall along Boeckman Road and Stafford Road, except for fences placed on the side lot line that are perpendicular to the brick wall and end at a column of the brick wall.
  3. Height transitions for fences shall occur at fence posts.

(.18) *Residential Structures Adjacent to Schools, Parks and Public Open Spaces.*

- A. *Purpose.* The purpose of these standards is to ensure that development adjacent to schools and parks is designed to enhance those public spaces with quality design that emphasizes active and safe use by people and is not dominated by driveways, fences, garages, and parking.
- B. *Applicability.* These standards apply to development that is adjacent to or faces schools and parks. As used here, the term adjacent includes development that is across a street or pedestrian connection from a school or park.
- C. *Development must utilize one or more of the following design elements:*
  1. Alley loaded garage access.
  2. On corner lots, placement of the garage and driveway on the side street that does not face the school, park, or public open space.
  3. Recess of the garage a minimum of four feet from the front façade of the home. A second story above the garage, with windows, is encouraged for this option.
- D. Development must be oriented so that the fronts or sides of residential structures face adjacent schools or parks. Rear yards and rear fences may generally not face the schools or parks, unless approved through the waiver process of 4.118 upon a finding that there is no practicable alternative due to the size, shape or other physical constraint of the subject property.

(Ord. No. 806, 7-17-2017)

## Section 4.113. Standards Applying to Residential Developments in any Zone.

### (.01) Open Space:

- A. *Purpose.* The purposes of the following standards for open space are to provide adequate light, air, open space and usable recreational facilities to occupants of each residential development.
- B. *Applicability.*
  - 1. The open space standards of this subsection shall apply to the following:
    - a. Subdivisions.
    - b. Planned Developments.
    - c. Multi-family Development.
  - 2. These standards do not apply to the following:
    - a. Partitions for non-Multi-family development. However, serial or adjacent partitions shall not be used to avoid the requirements.
    - b. Middle Housing Land Divisions.
- C. *Area Required.* The minimum open space area required in a development is an area equal to 25 percent of the size of the Gross Development Area except if reduced for shared parking pursuant to Subsection 4.155(.03)S.
- D. *Required Open Space Characteristics:*
  - 1. *Size of Individual Open Spaces.* For developments with ten or more lots buildable with dwelling units (or ten or more multi-family units) an open space area must be at least 2,000 square feet to be counted towards the 25 percent open space requirement. For developments with less than ten lots buildable with dwelling units (or less than ten multi-family units) an open space area must be at least 1,000 square feet to be counted towards the 25 percent open space requirement.
  - 2. *Types of Open Space and Ownership.* The following types of areas count towards the minimum open space requirement if they are or will be owned by the City, a homeowners' association or similar joint ownership entity, or the property owner for Multi-family Development.
    - a. Preserved wetlands and their buffers, natural and/or treed areas, including those within the SROZ
    - b. New natural/wildlife habitat areas
    - c. Non-fenced vegetated stormwater features
    - d. Play areas and play structures
    - e. Open grass area for recreational play
    - f. Swimming and wading areas
    - g. Other areas similar to a. through f. that are [publicly] accessible
    - h. Walking paths besides required sidewalks in the public right-of-way or along a private drive.
  - 3. *Usable open space requirements.* Half of the minimum open space area, an area equal to 12.5 percent of the size of the Gross Development Area, shall be located outside the SROZ and be

usable open space programmed for active recreational use. Any open space considered usable open space programmed for active recreation use shall meet the following requirements.

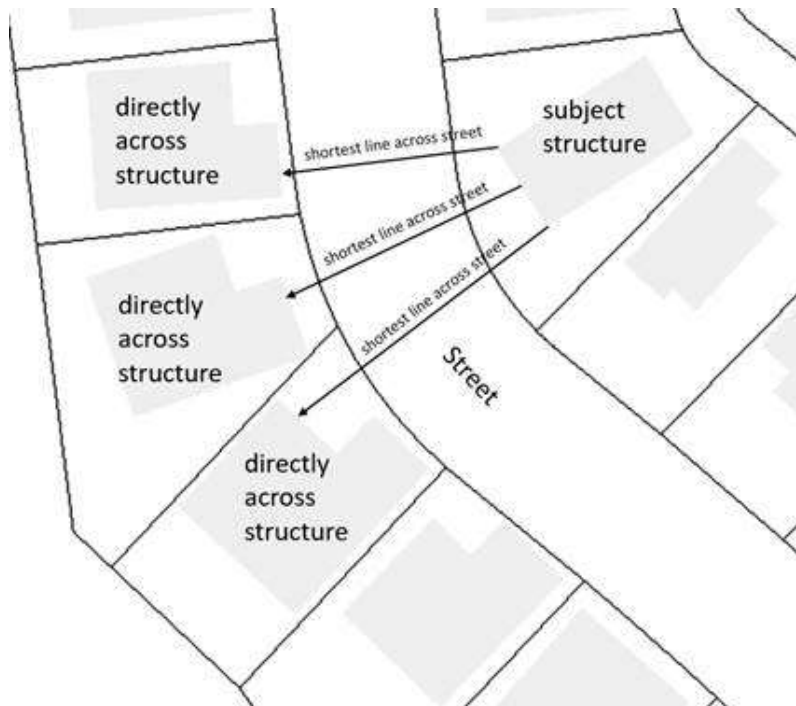
- a. Be designed by a registered professional landscape architect with experience designing residential park areas. An affidavit of such professional's credentials shall be included in the development application material.
  - b. Be designed and programmed for a variety of age groups or other user groups.
4. *Enhancing Existing Wildlife Habitat through Design of Open Space:*
- a. Open space designed, as wildlife habitat shall be placed adjacent to and connect to existing, preserved wildlife habitat to the extent feasible.
  - b. To the extent feasible, open space shall create or enhance connections between existing wildlife habitat.
- E. Any dedication of land as public park land must meet City parks standards. The square footage of any open space land outside the SROZ and BPA easements, whether dedicated to the public or not, shall be considered part of the Gross Development Area.
- F. Approval of open space must ensure the long-term protection and maintenance of open space and/or recreational areas. Where such protection or maintenance are the responsibility of a private party or homeowners' association, the City Attorney shall review any pertinent bylaws, covenants, or agreements prior to recordation.
- G. The open space requirements of this subsection are subject to adjustments in PDR zones pursuant to Subsection 4.124(.08).

(.14) Design Standards for Detached Single-family and Middle Housing.

- A. The standards in this subsection apply in all zones, except as indicated in 1.—2. below:
1. The Façade Variety standards in Subsection C.1. do not apply in the Village Zone or Residential Neighborhood Zones, as these zones have their own variety standards, except that the standards do apply within middle housing development with multiple detached units on a single lot which the standards of these zones do not address;
  2. The entry orientation and window standards for triplexes, quadplexes, and townhouses in Subsections D.1-2. and E. 2-3. do not apply in the Village Zone or Residential Neighborhood Zone as these zones have their own related standards applicable to all single-family and middle housing.
- B. For the purpose of this subsection the term "residential structure" is inclusive of a series of structures that are attached to one another such as a grouping of townhouses.
- C. Standards applicable to all residential structures except as noted in I. below.
1. *Façade Variety:*
    - a. Each public-facing façade of a residential structure shall differ from the public-facing façades of directly adjacent residential structures in at least one of the three ways listed in Subsection d. below.
    - b. Where public-facing façades repeat on the same block, at least two residential structures with different public-facing façades shall intervene between residential structures with the same public-facing façades, with sameness defined by not differing in at least one of the three ways listed in Subsection d. below.



- c. For façades of residential structures facing a public street, the façade of any residential structures directly across the street shall differ in at least one of the three ways listed in Subsection d. below. Directly across means any residential structure façade intersected by imaginary lines extending the shortest distance across the street from the mid-point of a façade and from the edges of a façade. See Figure 1 below.
- d. A façade shall be considered different if it differs from another façade in at least one of the following ways:
- Variation in type, placement, or width of architectural projections (such as porches, dormers, or gables) or other features that are used to meet the Articulation standards in Subsection (.14)C.2.b or Subsection (.14)E.4. If adjacent or opposite façades feature the same projection type, the projections on adjacent/opposite façades must differ in at least one of the following ways:
    - At least 20 percent difference in width; or
    - Horizontally offset by at least five feet. For the purposes of this standard, "offset" means a measurable difference of at least five feet from the left edge of the projection to the left edge of the front façade or at least five feet from the right edge of the projection to the right edge of the front façade.
  - At least 20 percent of the façade (excluding glazing) is covered by different exterior finish materials. The use of the same material in different types of siding (e.g., cedar shingles vs. cedar lap siding) shall be considered different materials for the purpose of this standard.
  - Variation in primary paint color as determined by a LRV (Light Reflectance Value) difference of at least 15 percent.



**Figure 1. Determining If A Residential Structure is Directly Across the Street from Another**

2. *Architectural Consistency and Interest.*

- a. Architectural styles shall not be mixed within the same residential structure (a series of attached structures is one structure for the purpose of these standards). Architectural style consistency is defined by adherence to all of the following:
  - i. Use of the same primary and supporting façade materials throughout the structure.
  - ii. Use of no more than two roof pitch angles.
  - iii. Use of the same door size for each primary entrance in the structure.
- b. Articulation. All public-facing façades of residential structures, other than townhouses, shall incorporate the following design elements at a minimum interval of every 30 feet, except as noted in 2.c. below. The minimum number of design elements is determined by dividing the façade length by 30 and rounding up to the nearest whole number. For townhouse articulation standards, see subsection (.14)E.4.
  - i. varying rooflines.
  - ii. offsets of at least 12 inches.
  - iii. balconies.
  - iv. projections of at least 12 inches and width of at least three feet.
  - v. porches.
  - vi. entrances that are recessed at least 24 inches or covered.
  - vii. dormers at least three feet wide.
- c. For structures with two or more dwelling units, a single design element that spans at least 50 percent of the façade of two adjacent units can count as two articulation elements to meet the standard in subsection b. and can meet the standard for 60 feet of façade width (two adjacent 30 foot intervals). Such elements may overlap horizontally with other required design elements on the façade.
- d. Articulation Element Variety: Different articulation elements shall be used as provided below. For the purpose of this standard, a "different element" is defined as one of the following: a completely different element from the list in subsection 2.b above; the same type of element but at least 50 percent larger; or for varying rooflines, vertically offset by at least three feet.
  - i. Where two to four elements are required on a façade, at least two different elements shall be used.
  - ii. Where more than four elements are required on a façade, at least three different elements shall be used.
- e. Reductions to required windows percentage: The required percent of façade of a residential structure in the public-facing façade covered by windows or entry doors for single-family or middle housing in any zone may be reduced to the percentages that follows:
  - i. For of 1.5 or 2-story façades facing the front or rear lot line:

- 12.5 percent if six of the design features in Subsection e.v. below are used.
- Ten percent if seven or more of the design features in Subsection e.v. below are used.
- ii. For 1-story façades facing the front or rear lot line;
  - 12.5 percent if less than six design features in Subsection e.v. are used
  - ten percent if six or more design features in Subsection e.v. are used
- iii. For façades facing a side lot line:
  - Five percent regardless of the number of design features
- iv. Glass block does not count towards meeting window and entry percentage
- v. Window reduction design features:
  - Dormers at least three feet wide.
  - Covered porch entry—minimum 48 square foot covered front porch, minimum six feet deep and minimum of a six foot deep cover. A covered front stoop with minimum 24 square foot area, four foot depth and hand rails meets this standard.
  - Front porch railing around at least two sides of the porch.
  - Second story balcony—projecting from the wall of the building a minimum of four feet and enclosed by a railing or parapet wall.
  - Roof overhang of eight inches or greater.
  - Columns, pillars or posts at least four inches wide and containing larger base materials.
  - Decorative gables—cross or diagonal bracing, shingles, trim, corbels, exposed rafter ends or brackets (does not include a garage gable if garage projects beyond dwelling unit portion of street façade).
  - Decorative molding above windows and doors.
  - Decorative pilaster or chimneys.
  - Bay or bow windows—extending a minimum of 12 inches outward from the main wall of a building and forming a bay or alcove in a room within the building.
  - Sidelight and/or transom windows associated with the front door or windows in the front door.
  - Window grids on all façade windows visible from behind fences (excluding any windows in the garage door or front door).
  - Maximum nine foot wide garage doors or a garage door designed to resemble two smaller garage doors and/or windows in the garage door (only applicable to street facing garages).
  - Decorative base materials such as natural stone, cultured stone or brick extending at least 36 inches above adjacent finished grade occupying a

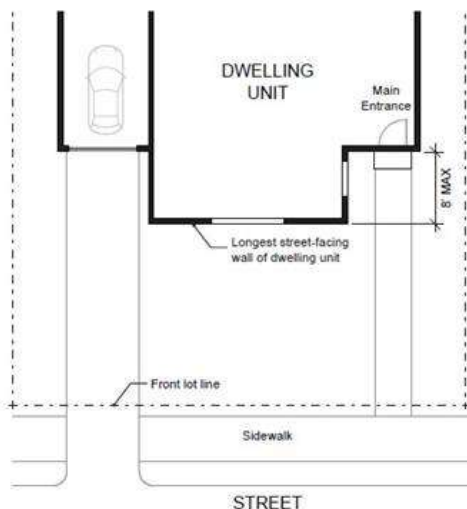
minimum of ten percent of the overall primary street facing façade. This design element does not count if behind a site-obscuring fence.

- Entry courtyards which are visible from, and connected directly to, the street. Courtyards shall have a minimum depth of ten feet and minimum width of 80 percent of the non-garage/driveway building width to be counted as a design element.

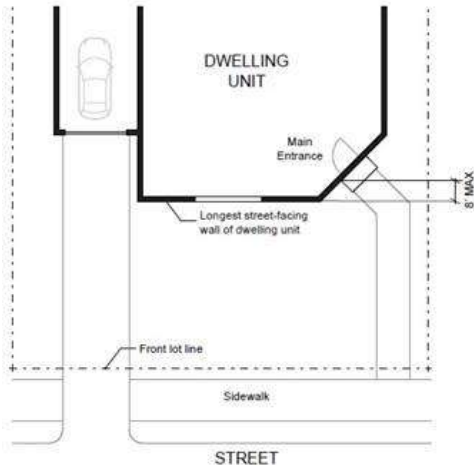
D. Standards applicable to Triplexes and Quadplexes except as noted in I. below.

1. *Entry Orientation.*

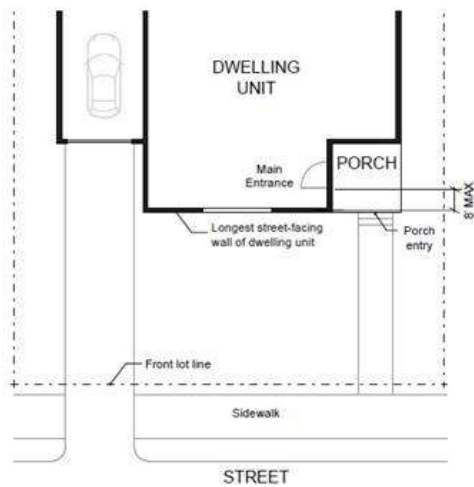
- a. At least one main entrance for each triplex or quadplex must meet the standards in subsections b. and c. below.
- b. The entrance must be within eight feet of the longest street-facing exterior wall of the dwelling unit or if no exterior wall faces a street the front of the dwelling unit facing a common drive or open space as designated by the applicant; and
- c. The entrance must either:
  - i. Face the street (see Figure 2. Main Entrance Facing the Street);
  - ii. Be at an angle of up to 45 degrees from the street (see Figure 3. Main Entrance at 45 degree angle from the street); or
  - iii. Open onto a porch (see Figure 4. Main Entrance Opening onto a Porch). The porch must:
    - Be at least 25 square feet in area; and
    - Have at least one entrance facing the street or have a roof.



**Figure 2. Main Entrance Facing the Street**



**Figure 3. Main Entrance at 45° Angle from the Street**



**Figure 4. Main Entrance Opening onto a Porch**

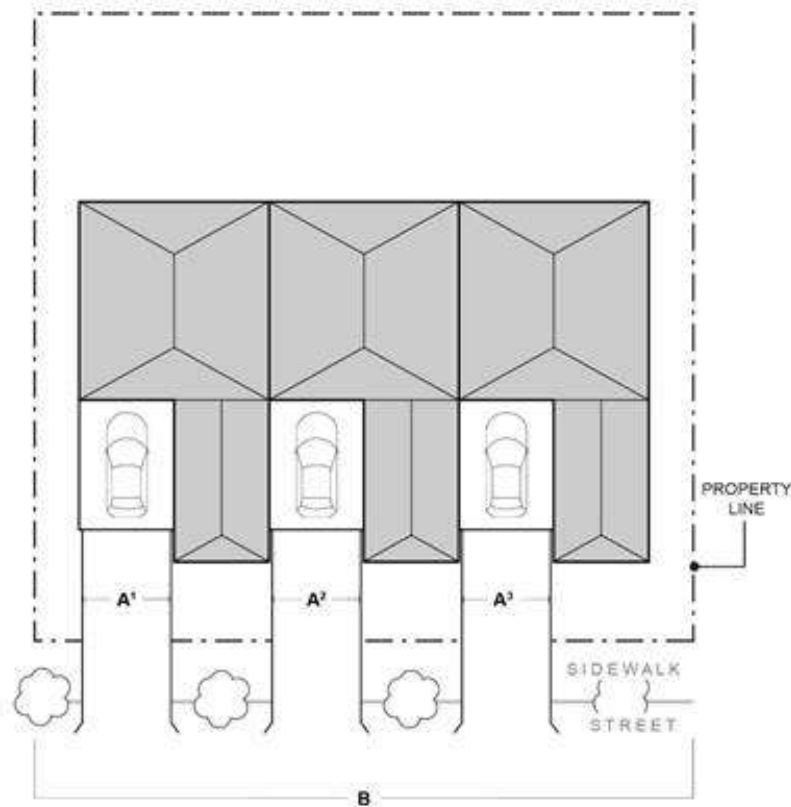
2. *Windows.* A minimum of 15 percent of the area of all street-facing façades must include windows or entrance doors. Façades separated from the street property line by a dwelling are exempt from meeting this standard. See Figure 5. Window Coverage.





**Figure 5. Window Coverage**

3. *Garages and Off-Street Parking Areas.* The combined width of all garages and outdoor on-site parking and maneuvering areas shall not exceed a total of 50 percent of any street frontage (other than an alley) (see Figure 6. Width of Garages and Parking Areas).



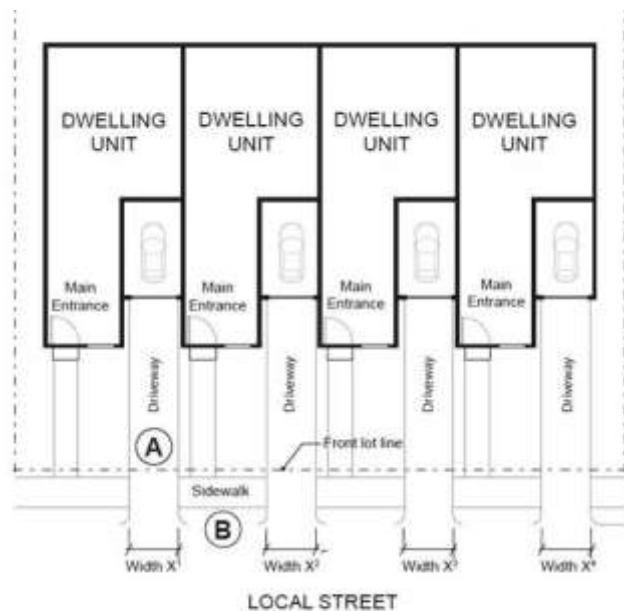
- (A) Garage and on-site parking and maneuvering areas
- (B) Total street frontage

$$\frac{A^1 + A^2 + A^3}{B} \leq 50\%$$

**Figure 6. Width of Garages and Parking Areas**

4. *Driveway Approach.* Driveway approaches must comply with all of the following:
  - a. The total width of all driveway approaches must not exceed 32 feet per frontage, as measured at the property line (see Figure 7. Driveway Approach Width and Separation on Local Street). For lots or parcels with more than one frontage, see subsection c.
  - b. Driveway approaches may be separated when located on a local street.
  - c. In addition, lots or parcels with more than one frontage must comply with the following:
    - i. Lots or parcels must access the street with the lowest transportation classification for vehicle traffic. For lots or parcels abutting an alley that is improved with a paved surface, access must be taken from the alley (see Figure 8. Alley Access).
    - ii. Lots or parcels with frontages only on collectors and/or arterial streets must meet the access standards in the Wilsonville Public Works Standards.

- iii. Lots or parcels with frontages only on local streets may have either:
- Two driveway approaches not exceeding 32 feet in total width on one frontage; or
  - One maximum 16-foot-wide driveway approach per frontage (see Figure 9. Driveway Approach Options for Multiple Local Street Frontages).



- (A)  $X^1 + X^2 + X^3 + X^4$  must not exceed 32 feet per frontage.
- (B) Driveway approaches may be separated when located on a local street

Figure 7. Driveway Approach Width and Separation on Local Street

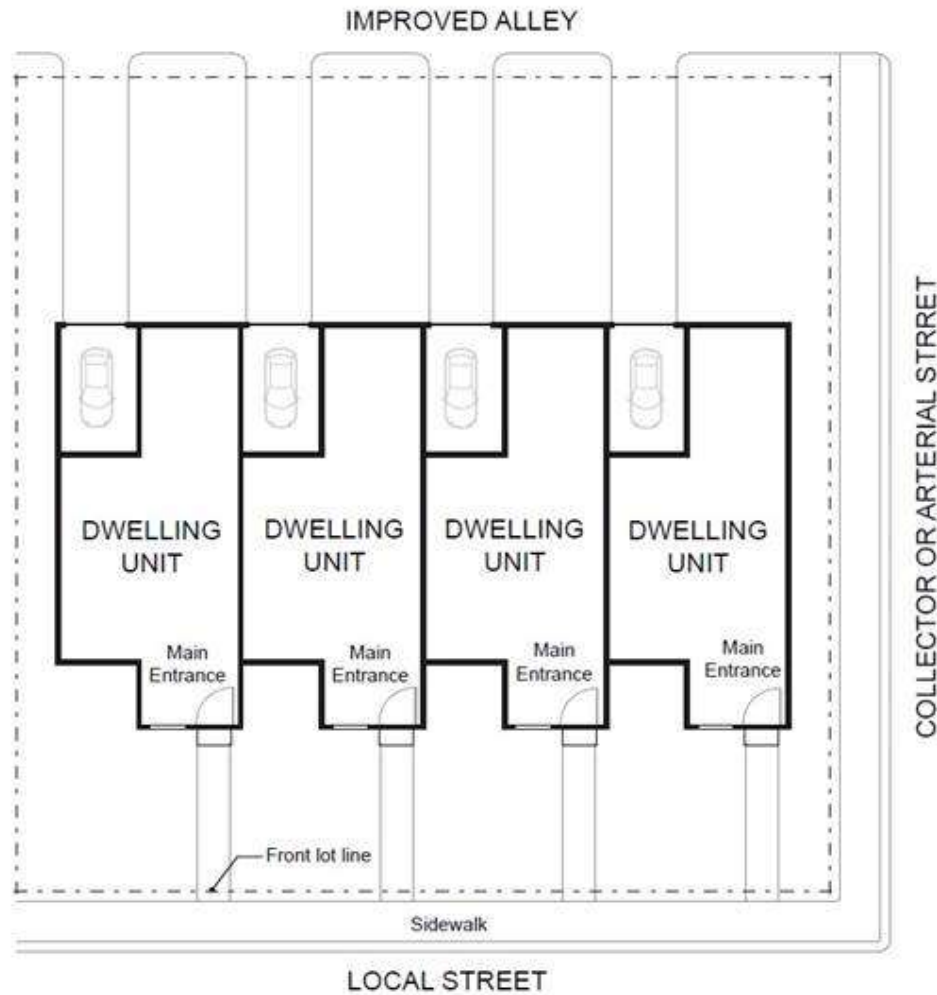
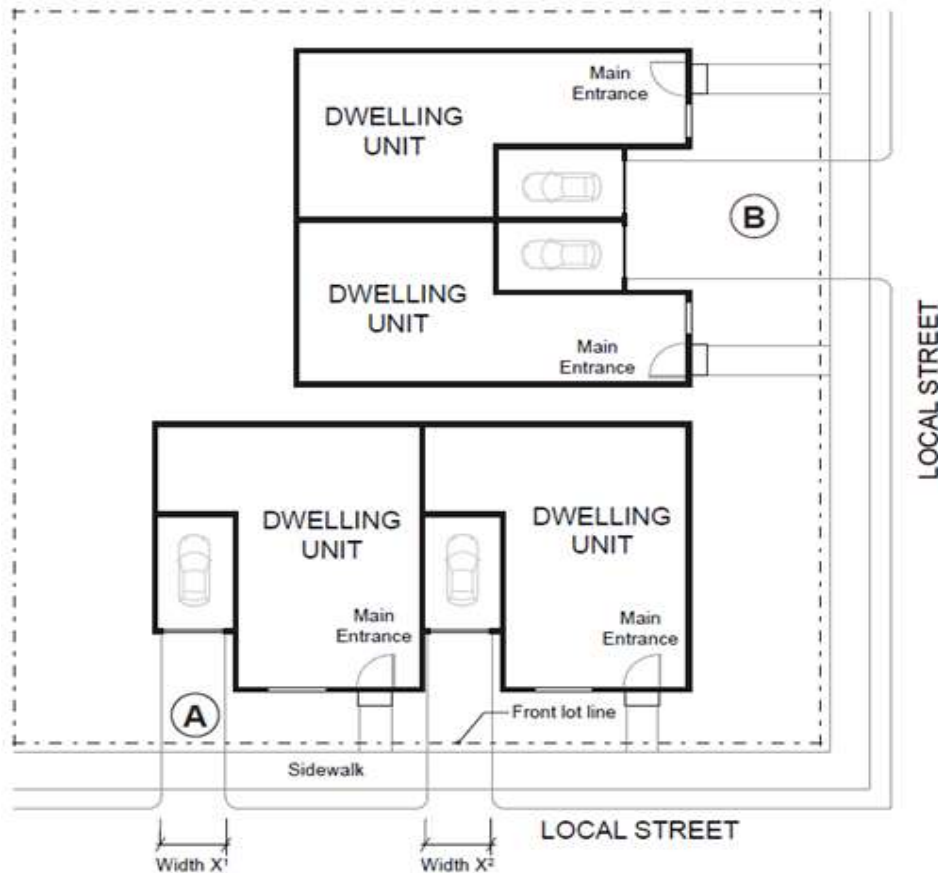


Figure 8. Alley Access



Options for site with more than one frontage on local streets:

- A** Two driveway approaches not exceeding 32 feet in total width on one frontage (as measured  $X1 + X2$ ); or
- B** One maximum 16-foot-wide driveway approach per frontage.

(Note: Both options are depicted here for illustrative purposes only. The standards do not allow both Options A and B on the same site.)

**Figure 9. Driveway Approach Options for Multiple Local Street Frontages**

E. Standards applicable to Townhouses.

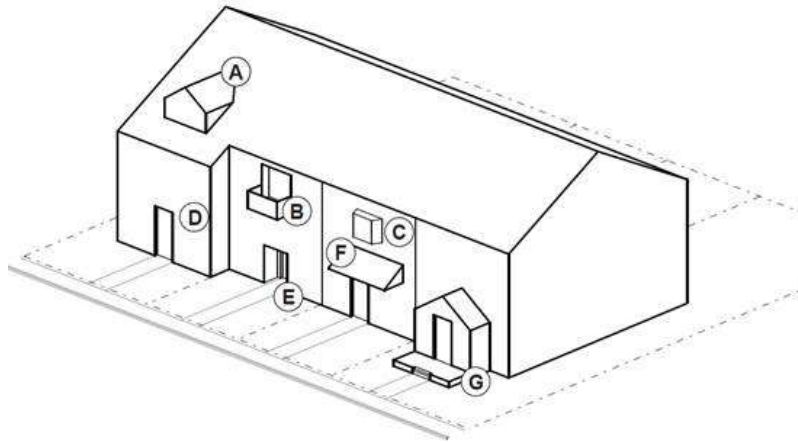
1. *Number of Attached Dwelling Units.*

- a. Minimum. A townhouse project must contain at least two attached units.
- b. Maximum. The maximum number of townhouse units that may be attached together to form a group is specified below.
  - R, OTR, PDR-1—PDR-3 Zones: maximum four attached units per group
  - RN, V, PDR-4—PDR-7 Zones: maximum eight attached units per group, except for initial development in Frog Pond West per Section 4.124.

2. *Entry Orientation.* The main entrance of each townhouse unit must:



- a. Be within eight feet of the longest wall of the dwelling unit facing a street or private drive; and
  - b. Either:
    - i. Face the street or private drive (see Figure 2. Main Entrance Facing the Street);
    - ii. Be at an angle of up to 45 degrees from the street or private drive (see Figure 3. Main Entrance at 45° Angle from the Street);
    - iii. Face a common open space or private access or driveway that is abutted by dwellings on at least two sides; or
    - iv. Open onto a porch (see Figure 4. Main Entrance Opening onto a Porch). The porch must:
      - A. Be at least 25 square feet in area; and
      - B. Have at least one entrance facing the street or private drive or have a roof.
3. *Windows.* A minimum of 15 percent of the area of all public-facing façades on each individual unit must include windows or entrance doors. Half of the window area in the door of an attached garage may count toward meeting this standard. See Figure 5. Window Coverage.
4. *Unit definition.* Each townhouse unit must include at least one of the items listed in a. through g. below on at least one public-facing façade (see Figure 10. Townhouse Unit Definition). Alternatively, if a single item from the list below spans across at least 50 percent of two adjacent townhouse units, it can meet the standard for two units.
- a. A roof dormer a minimum of four feet in width, or
  - b. A balcony a minimum of two feet in depth and four feet in width and accessible from an interior room, or
  - c. A bay window that extends from the façade a minimum of two feet, or
  - d. An offset of the façade of a minimum of two feet in depth, either from the neighboring townhouse or within the façade of a single townhouse, or
  - e. An entryway that is recessed a minimum of three feet, or
  - f. A covered entryway with a minimum depth of four feet, or
  - g. A porch meeting the standards of subsection (.14)E.2.b.iv.
- Balconies and bay windows may encroach into a required setback area, pursuant to Section 4.180.

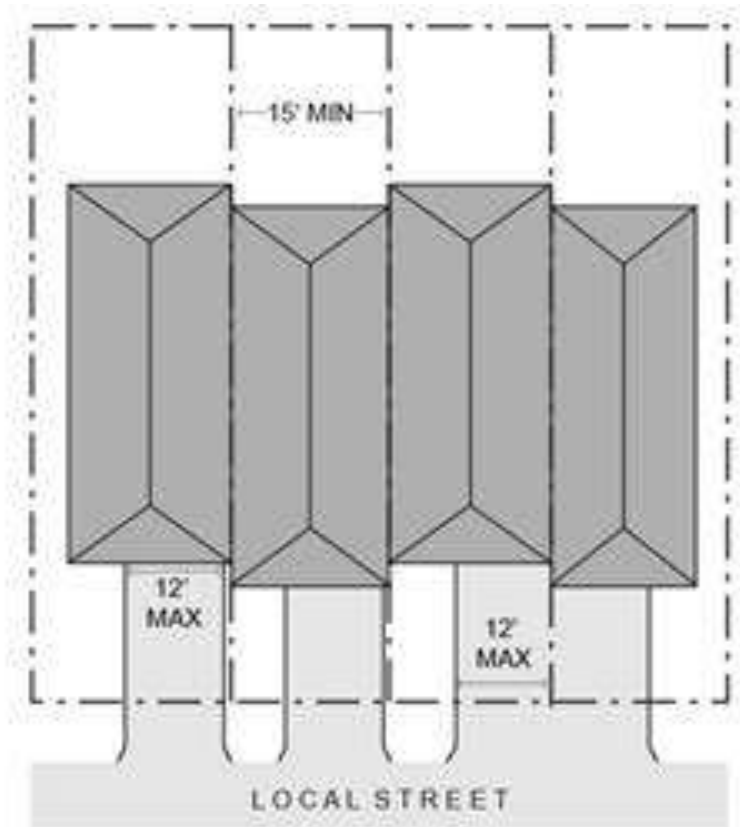


- (A) Roof dormer, minimum of 4 feet wide
- (B) Balcony, minimum 2 feet deep and 4 feet wide. Accessible from interior room.
- (C) Bay window extending minimum of 2 feet from facade
- (D) Facade offset, minimum of 2 feet deep
- (E) Recessed entryway, minimum 3 feet deep
- (F) Covered entryway, minimum of 4 feet deep
- (G) Porch, meets standards of subsection (1)(b)(iv) of section (C)

**Figure 10. Townhouse Unit Definition**

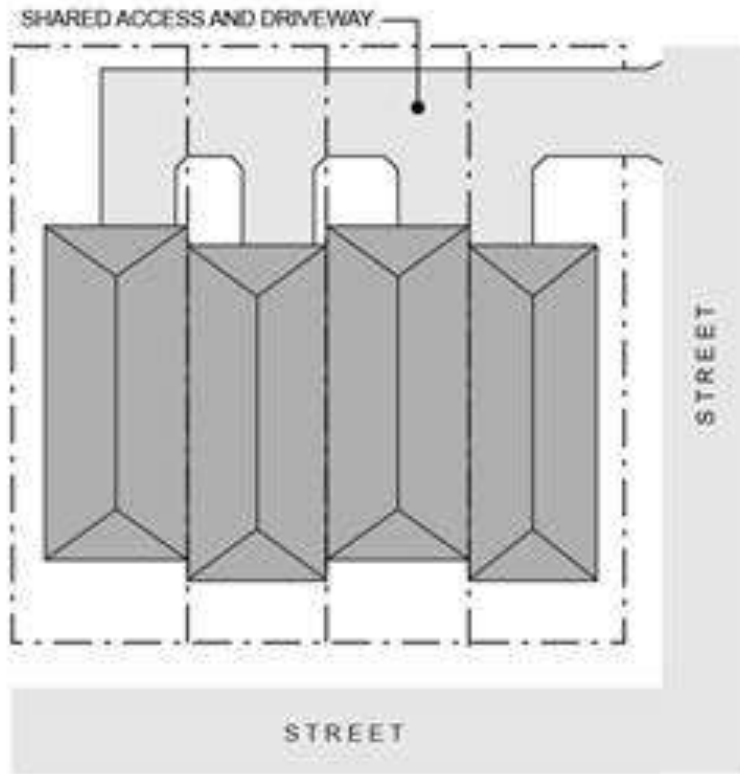
5. **Driveway Access and Parking.** Townhouses with frontage on a street or private drive shall meet the following standards:
  - a. **Alley Access.** Townhouse project sites abutting an alley that is improved with pavement shall take access to the rear of townhouse units from the alley rather than the public street.
  - b. **Front Access.** Garages on the front façade of a townhouse, off-street parking areas in the front yard, and driveways in front of a townhouse are allowed if they meet the following standards (see Figure 11. Townhouses with Parking in Front Yard).
    - i. Each townhouse lot has a street frontage of at least 20 feet on a local street.
    - ii. A maximum of one driveway approach is allowed for every townhouse. Driveway approaches and/or driveways may be shared.
    - iii. Outdoor on-site parking and maneuvering areas do not exceed 12 feet wide on any lot.

- iv. The garage width does not exceed 12 feet, as measured from the inside of the garage door frame.



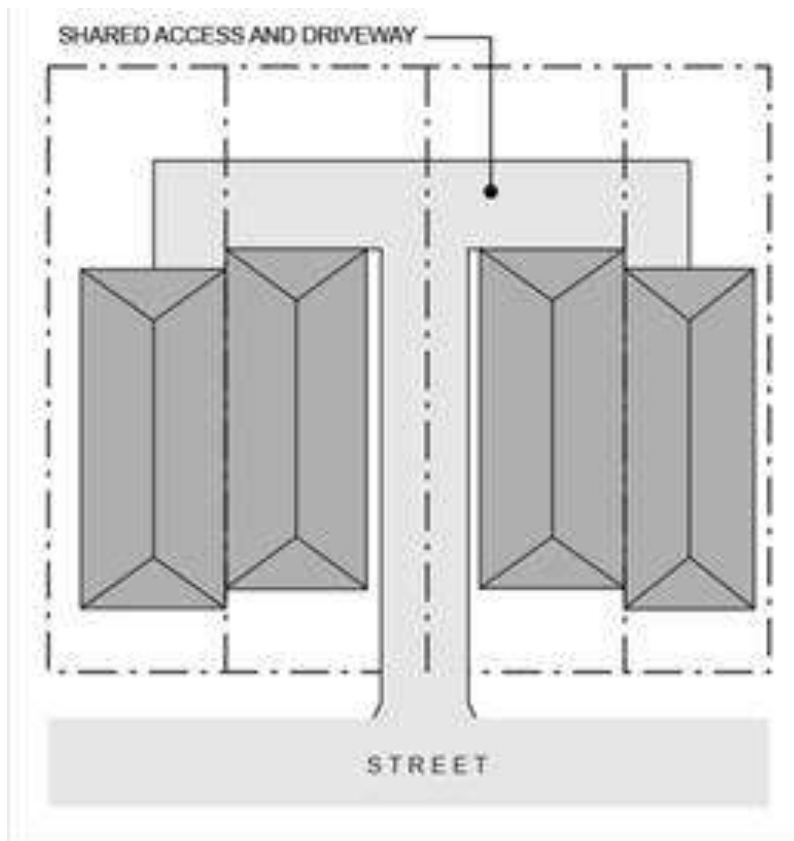
**Figure 11. Townhouses with Parking in Front Yard**

- c. *Shared Access.* The following standards apply to driveways and parking areas for townhouse projects that do not meet all of the standards in subsections a. or b.
  - i. Off-street parking areas shall be accessed on the back façade or located in the rear yard. No off-street parking shall be allowed in the front yard or side yard of a townhouse.
  - ii. A townhouse project that includes a corner lot shall take access from a single driveway approach on the side of the corner lot. See Figure 12. Townhouses on Corner Lot with Shared Access.



**Figure 12. Townhouses on Corner Lot with Shared Access**

- iii. Townhouse projects that do not include a corner lot shall consolidate access for all lots into a single driveway. The driveway and approach are not allowed in the area directly between the front façade and front lot line of any of the townhouses. See Figure 13. Townhouses with Consolidated Access.

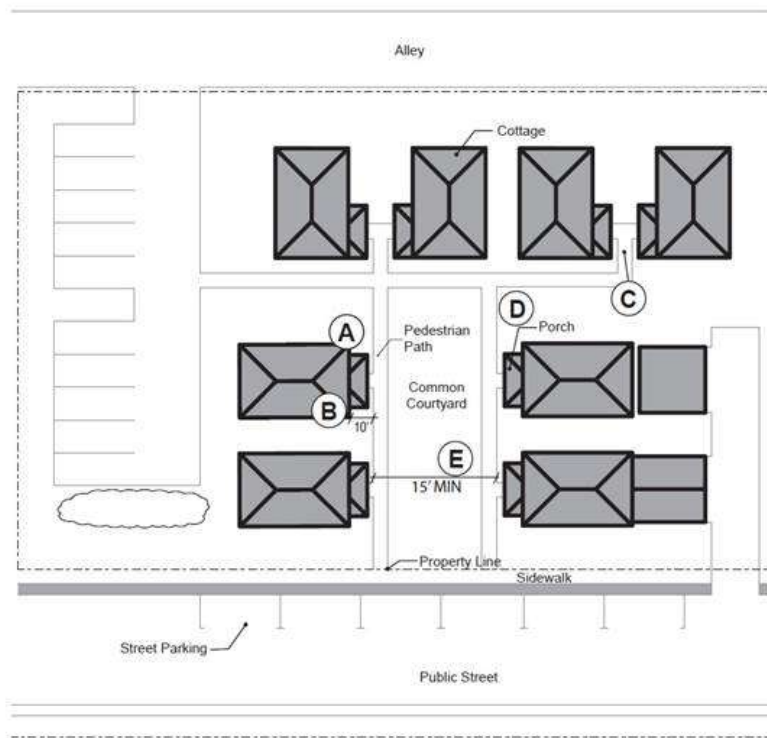


**Figure 13. Townhouses with Consolidated Access**

- iv. A townhouse project that includes consolidated access or shared driveways shall grant access easements to allow normal vehicular access and emergency access.
- F. Standards applicable to Cottage Clusters.
- 1. *Courtyard Required.* All cottages within a single cottage cluster must share a common courtyard. A cottage cluster project may include more than one cluster and more than one common courtyard.
  - 2. *Number of Dwellings.*
    - a. A single cottage cluster shall contain a minimum of four and a maximum of eight cottages.
  - 3. *Setbacks.*
    - a. *Building Separation.* Cottages shall be separated by a minimum distance of six feet. The minimum distance between all other structures, including accessory structures, shall be in accordance with building code requirements.
    - b. All other setbacks are provided in section (.02) or in the applicable base zone.
  - 4. *Building Height.* The maximum building height for all structures is 25 feet.



5. *Footprint.* The maximum building footprint for each cottage is 900 square feet. Individual attached garages up to 200 square feet shall be exempted from the calculation of maximum building footprint.
6. *Maximum Habitable Floor Area.* The maximum habitable floor area of each cottage is 1,400 square feet.
7. *Cottage Orientation.* Cottages must be clustered around a common courtyard and must meet the following standards (see Figure 14. Cottage Cluster Orientation and Common Courtyard Standards):
  - a. Each cottage within a cluster must either abut the common courtyard or must be directly connected to it by a pedestrian path.
  - b. A minimum of 50 percent of cottages within a cluster must be oriented to the common courtyard and must:
    - i. Have a main entrance facing the common courtyard;
    - ii. Be within ten feet from the common courtyard, measured from the façade of the cottage to the nearest edge of the common courtyard; and
    - iii. Be connected to the common courtyard by a pedestrian path.
  - c. Cottages within 20 feet of a street property line may have their entrances facing the street.
  - d. Cottages not facing the common courtyard or the street must have their main entrances facing a pedestrian path that is directly connected to the common courtyard.
8. *Common Courtyard Design Standards.* Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents. Common courtyards must meet the following standards (see Figure 14. Cottage Cluster Orientation and Common Courtyard Standards):
  - a. The common courtyard must be a single, contiguous piece.
  - b. Cottages must abut the common courtyard on at least two sides of the courtyard.
  - c. The common courtyard must contain a minimum of 150 square feet per cottage within the associated cluster.
  - d. The common courtyard must be a minimum of 15 feet wide at its narrowest dimension.
  - e. The common courtyard shall be developed with a mix of landscaping, lawn area, pedestrian paths, and/or paved courtyard area, and may also include recreational amenities. Impervious elements of the common courtyard shall not exceed 75 percent of the total common courtyard area.
  - f. Pedestrian paths must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.



- A** A minimum of 50% of cottages must be oriented to the common courtyard.
- B** Cottages oriented to the common courtyard must be within 10 feet of the courtyard.
- C** Cottages must be connected to the common courtyard by a pedestrian path.
- D** Cottages must abut the courtyard on at least two sides of the courtyard.
- E** The common courtyard must be at least 15 feet wide at its narrowest width.

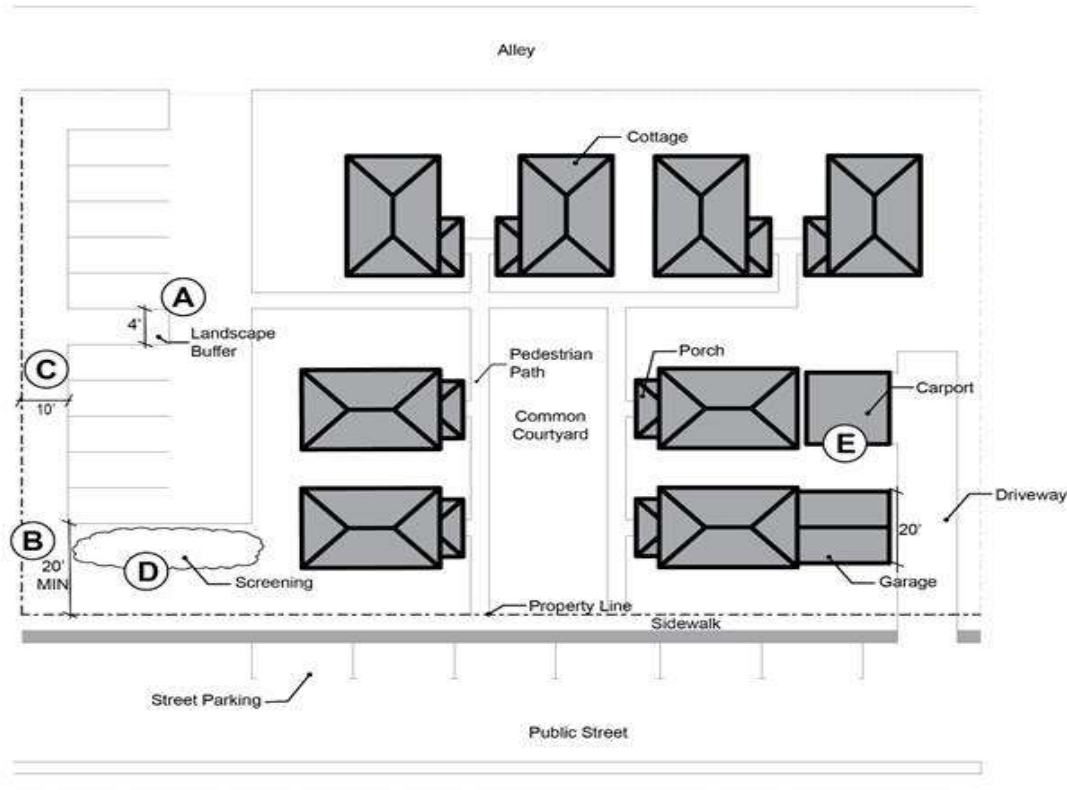
**Figure 14. Cottage Cluster Orientation and Common Courtyard Standards**

9. **Community Buildings.** Cottage cluster projects may include community buildings for the shared use of residents that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, day care, or community eating areas. Community buildings must meet the following standards:
  - a. Each cottage cluster is permitted one community building.
  - b. The community building shall have a maximum floor area of 1,400 sf.
  - c. A community building that meets the definition of a dwelling unit must meet the maximum 900 square foot footprint limitation that applies to cottages (pursuant to subsection (.14)(F.5.)), unless a covenant is recorded against the property stating that the structure is not a legal dwelling unit and will not be used as a primary dwelling.
10. **Pedestrian Access.**

- a. An accessible pedestrian path must be provided that connects the main entrance of each cottage to the following:
    - i. The common courtyard;
    - ii. Shared parking areas;
    - iii. Community buildings; and
    - iv. Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.
  - b. The pedestrian path must be hard-surfaced and a minimum of four feet wide.
11. *Windows.* Cottages within 20 feet of a street property line must meet any window coverage requirements of the applicable base zone.
12. *Parking Design (see Figure 15. Cottage Cluster Parking Design Standards).*
  - a. *Clustered parking.* Off-street parking may be arranged in clusters, subject to the following standards:
    - i. A parking cluster must not exceed five contiguous spaces.
    - ii. Parking clusters must be separated from other spaces by at least four feet of landscaping.
    - iii. Clustered parking areas may be covered.
    - iv. Parking areas must also meet the standards in Subsections 4.155(.02)—(.03), except where they conflict with these standards.
  - b. *Parking location and access.*
    - i. Off-street parking spaces and vehicle maneuvering areas shall not be located between a street property line and the front façade of cottages located closest to the street property line. This standard does not apply to alleys.
    - ii. Off-street parking spaces shall not be located within ten feet of any property line, except alley property lines.
    - iii. Driveways and drive aisles are permitted within ten feet of property lines.
  - c. *Screening.* Landscaping, fencing, or walls at least three feet tall shall separate clustered parking areas and parking structures from common courtyards and public streets.
  - d. *Garages and carports.*
    - i. Garages and carports (whether shared or individual) must not abut common courtyards.
    - ii. Individual attached garages up to 200 square feet shall be exempted from the calculation of maximum building footprint for cottages.
    - iii. Individual detached garages must not exceed 400 square feet in floor area.
    - iv. Garage doors for attached and detached individual garages must not exceed 20 feet in width.
13. *Accessory Buildings.* Accessory buildings must not exceed 400 square feet in floor area.
14. *Existing Structures.* On a lot or parcel to be used for a cottage cluster project, an existing detached single-family detached dwelling on the same lot at the time of proposed development

of the cottage cluster may remain within the cottage cluster project area under the following conditions:

- The existing dwelling may be nonconforming with respect to the requirements of this subsection (.14)F.
- The existing dwelling may be expanded up to a maximum height of 25 feet or a maximum building footprint of 900 square feet; however, existing dwellings that exceed these maximum height and/or footprint standards may not be expanded.
- The existing dwelling shall be excluded from the calculation of orientation toward the common courtyard, per subsection (.14)F.7.b.



- Parking allowed in clusters of up to 5 spaces. Clusters separated by minimum 4 feet of landscaping.
- No parking or vehicle area within 20 feet from street property line (except alley).
- No parking within 10 feet from other property lines (except alley). Driveways and drive aisles permitted within 10 feet.
- Screening required between clustered parking areas or parking structures and public streets or common courtyards.
- Garages and carports must not abut common courtyards. Garage doors for individual garages must not exceed 20 feet in width.

**Figure 15. Cottage Cluster Parking Design Standards**

- Standards applicable to Cluster Housing besides Cottage Clusters.

1. *Architectural Consistency.* Architecture shall be consistent within the same two-unit, three-unit, or four-unit cluster. However, facade variety standards in Subsection (.14)C.1. shall continue to apply. Architectural consistency is defined by adherence to all of the following:
  - a. Use of the same primary and supporting façade materials throughout the cluster.
  - b. Use of no more than two roof pitch angles.
  - c. Use of the same door size for each primary entrance in the structures.
2. *Entry Orientation.*
  - a. The entry orientation standards apply as follows:
    - i. At least one main entrance for each cluster home must meet the standards in subsections b and c below.
  - b. The entrance must be within eight feet of the longest street-facing exterior wall of the dwelling unit or if no exterior wall faces a street the front of the dwelling unit, facing a common drive or open space as designated by the applicant; and
  - c. The entrance must either:
    - i. Face the street (see Figure 2. Main Entrance Facing the Street);
    - ii. Be at an angle of up to 45 degrees from the street (see Figure 3. Main Entrance at 45° Angle from the Street); or
    - iii. Open onto a porch (see Figure 4. Main Entrance Opening onto a Porch). The porch must:
      - Be at least 25 square feet in area; and
      - Have at least one entrance facing the street or have a roof.
3. *Windows.* A minimum of 15 percent of the area of all street-facing facades must include windows or entrance doors. Facades separated from the street property line by a dwelling are exempt from meeting this standard. See Figure 5. Window Coverage.
4. *Garages and Off-Street Parking Areas.* The combined width of all garages and outdoor on-site parking and maneuvering areas shall not exceed a total of 50 percent of any street frontage (other than an alley). Garages and off-street parking areas that are separated from the street property line by a dwelling are not subject to this standard. (See Figure 6. Width of Garages and Parking Areas).
5. *Driveway Approach.* Driveway approaches must comply with all of the following:
  - a. The total width of all driveway approaches must not exceed 32 feet per frontage, as measured at the property line (see Figure 7. Driveway Approach Width and Separation on Local Street). For lots or parcels with more than one frontage, see subsection c.
  - b. Driveway approaches may be separated when located on a local street.
  - c. In addition, lots or parcels with more than one frontage must comply with the following:
    - i. Lots or parcels must access the street with the lowest transportation classification for vehicle traffic. For lots or parcels abutting an alley that is improved with pavement access must be taken from the alley (see Figure 8. Alley Access).



- ii. Lots or parcels with frontages only on collectors and/or arterial streets must meet the access standards in the Wilsonville Public Works Standards.
  - iii. Lots or parcels with frontages only on local streets may have either:
    - Two driveway approaches not exceeding 32 feet in total width on one frontage; or
    - One maximum 16-foot-wide driveway approach per frontage (see Figure 9. Driveway Approach Options for Multiple Local Street Frontages).
- 6. *Setbacks.*
  - a. Building Separation. Cluster housing structures shall be separated by a minimum distance of six feet. The minimum distance between all other structures, including accessory structures, shall be in accordance with building code requirements.
  - b. All other setbacks are provided in the applicable base zone.
- 7. *Pedestrian Access.*
  - a. An accessible pedestrian path must be provided that connects the main entrance of each unit to the following:
    - i. Shared open space;
    - ii. Shared parking areas; and
    - iv. Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.
  - b. The pedestrian path must be hard-surfaced and a minimum of four feet wide.
- H. Combining Unit Types in One Development.
  - 1. If a project proposes a mix of middle housing types which creates a conflict with various standards, the more restrictive standards shall apply.
- I. Existing Structures and Conversions:
  - 1. Where a residential structure is converted from one type of dwelling unit to another without any additions, the design standards in C.—H. do not apply.
  - 2. Where a residential structure is added on to, the design standards in C.—H. only apply if the footprint is expanded by 25 percent or more.
- J. Alternative Discretionary Review: As an alternative to meeting one or more design standards of this subsection an applicant may request Site Design Review by the Development Review Board of a proposed design. In addition to the Site Design Review Standards, affirmative findings shall be made that the following standards are met:
  - 1. The request is compatible with existing surrounding development in terms of placement of buildings, scale of buildings, and architectural design;
  - 2. The request is due to special conditions or circumstances that make it difficult to comply with the applicable Design Standards, or the request would achieve a design that is superior to the design that could be achieved by complying with the applicable Design Standards; and
  - 3. The request continues to comply with and be consistent with State statute and rules related to Middle Housing, including being consistent with State definitions of different Middle Housing types.

(Ord. No. 677, 3-1-2010; Ord. No. 682, 9-9-2010; Ord. No. 704, 6-18-2012; Ord. No. 806, 7-17-2017; Ord. No. 825, 10-15-2018; Ord. No. 841, eff. 6-4-2020)



## CITY COUNCIL MEETING STAFF REPORT

|   |   |  |
|---|---|--|
| <b>Meeting Date:</b> April 3, 2023  | <b>Subject:</b> Prohibited Camping Code Update Project  |  |
|   | <b>Staff Members:</b> Amanda Guile-Hinman, City Attorney;<br>Nick McCormick, Law Clerk  |  |
|   | <b>Department:</b> Legal  |  |
| <b>Action Required</b>  | <b>Advisory Board/Commission Recommendation</b>   |  |
| <input type="checkbox"/> Motion<br><input type="checkbox"/> Public Hearing Date:<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date:<br><input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date:<br><input type="checkbox"/> Resolution<br><input checked="" type="checkbox"/> Information or Direction<br><input type="checkbox"/> Information Only<br><input type="checkbox"/> Council Direction<br><input type="checkbox"/> Consent Agenda | <input type="checkbox"/> Approval<br><input type="checkbox"/> Denial<br><input type="checkbox"/> None Forwarded<br><input checked="" type="checkbox"/> Not Applicable | <b>Comments:</b> N/A                               |
| <b>Staff Recommendation:</b> N/A  |   |  |
| <b>Recommended Language for Motion:</b> N/A   |   |  |
| <b>Project / Issue Relates To:</b>  |   |  |
| <input type="checkbox"/> Council Goals/Priorities:  | <input type="checkbox"/> Adopted Master Plan(s):  | <input checked="" type="checkbox"/> Not Applicable |

### ISSUE BEFORE COUNCIL:

Review updated draft code provisions regarding prohibited camping. The draft code provisions are attached hereto as **Attachments A and B**. Council will also review an updated aerial of the proposed designated overnight camping areas at/around City Hall (**Attachment C**), draft administrative rules (**Attachment D**), and draft value statements (**Attachment E**).

## EXECUTIVE SUMMARY:

The City is undertaking a review and update to its local code provisions regarding camping on city property and city rights-of-way such as streets and sidewalks in response to new state laws and federal court cases. This is state-mandated work that every city in Oregon is or will be in the process of doing. The goal of the City's camping code update project is to do so in a way that is humane, and complies with state and federal law, by establishing clear rules about where, when, and how camping is allowed or not allowed on City property and rights-of-way.

Based on the state laws and federal case law, community members' and stakeholders' feedback, Council's policy direction from its February 23, March 6, and March 20 work sessions, and code updates conducted by other jurisdictions based on the new state mandates, staff has prepared an updated draft of Wilsonville Code revisions regarding prohibited camping. The updated draft has been reviewed by the City inter-departmental team (Legal, Parks & Recreation, Public Works, Library, Police, Code Enforcement, Administration) working on this project. Staff seeks feedback from the Council on the draft code and will bring back further revisions for Council review and discussion at its April 17, 2023 work session.

For a comprehensive discussion of federal case law and state statutes that require the City to undertake this prohibited camping code update, see the Staff Reports provided for the February 23, 2023 and March 6, 2023 Council work sessions.

## I. UPDATED DRAFT CODE LANGUAGE

### A. WC 10.700 through 10.780 – Camping Regulations

Attached as **Attachment A** is an updated draft of WC 10.700 through 10.780 in response to Council feedback at its March 20, 2023 work session and further staff review. Attachment A shows the revisions made since the draft code that Council reviewed on March 20, 2023. The revisions include the following:

- Added definitions for the adoption of Administrative Rules
- Specified that the regulations apply to “individuals who are involuntarily homeless.” The federal case law particularly states that outright bans on camping on public property are unconstitutional if the jurisdiction has individuals who are involuntarily homeless.
- Updates throughout specifying that people may camp in “Designated Area(s),” which will be delineated in the Administrative Rules, rather than specifying areas in the code
- Revised the “Place Regulations” (WC 10.730) to reiterate that people cannot camp for survival on any City property and rights-of-way other than the Designated Areas
- Removed the use of cooking stoves

- Added regulations regarding smoking, tobacco, cannabis, alcohol, and controlled substances
- Removed any provisions that contemplated the use of the City rights-of-way or City sidewalks, based on Council's direction to focus on designating areas for camping
- Added that if the City Manager or designee needs to temporarily expand areas to camp for survival, the Council needs to consider the action at its next Council meeting, which is consistent with the City's Emergency Operations Plan.

## **B. WC 3.000 – Parks Regulations**

For consistency regarding camping stoves and open flames in the proposed prohibited camping regulations, staff recommend updating the Parks Regulations to reflect the allowed use of open flames in City parks. Currently, fires are only allowed if approved as part of a park use permit. The proposed revision is reflected in **Attachment B** attached hereto.

## **II. UPDATED AERIAL MAP**

Pursuant to the discussion at the Council's work session on March 20, 2023, the aerial of the City Hall parking lot and property to the north were modified as reflected in **Attachment C**, which modifications are described as follows:

- Staff walked the City Hall parking lot and recommends that Council designate nine (9) parking spots for overnight vehicle camping. Seven (7) will be the primary locations and two (2) will be overflow spaces. Staff recommends retaining a parking space in between each designated space to reduce the likelihood of congregation and allow staff, service providers, and/or law enforcement to more safely make contact with individuals utilizing the spaces. Staff measured that the vast majority of recreational vehicles could fit diagonally in three (3) spaces. If RVs are parked in these spaces, it is likely additional spaces will be necessary. However, staff recommends "ground truthing" the need before designated additional spaces.
- Staff recommend retaining the 100-foot distance between non-vehicle campsites and recommend initially only using the property to the north to avoid conflicts with commercial uses. The aerial map shows the current distance between the back property line of residences and the property line of the City property to the north of City Hall. The distance is 100 feet. No houses front Town Center Loop East across from the property to the north, and all have a fence along their back property lines. The aerial map shows additional 10-foot and 20-foot setbacks, if Council seeks to have an additional buffer between designated camping areas and the residences to the east. A 10-foot setback would allow for 10 campsites and a 20-foot setback would allow for 9 campsites.

- An additional option that can be explored as part of implementation is some screening along Town Center Loop East. Staff will also explore placing fencing between the northern edge of the property line to reduce the likelihood of individuals trespassing onto the adjacent private property further to the north.

### III. **ADMINISTRATIVE RULES**

Attached as **Attachment D** is the initial draft of Administrative Rules providing further direction and specificity of the City's camping for survival regulations. Staff reviewed the Administrative Rules from the City of Bend, the feedback from Council at the March 20, 2023 work session, and discussed internally what matters should be covered by administrative rules as direction from Council versus administrative execution decisions that will be managed by City staff.

The key provisions of the draft Administrative Rules are as follows:

- Identification of the Designated Area(s) where overnight camping for survival will be allowed
- Development of resource materials and a commitment to coordinate with the County's on their responses to and resources for individuals experiencing homelessness
- Campsite clean-up and removal procedures for both vehicle and non-vehicle camping
- Enforcement procedures, and efforts to connect individuals to services both before and after enforcement

### IV. **VALUE STATEMENTS**

Staff developed draft value statements based on the Council's discussion at the March 20, 2023 work session, which are attached hereto as **Attachment E**. Staff did not address Measure 110 in the value statements based on the incorporation of regulations concerning controlled substances in the manner regulations (WC 10.740(14)).

#### **EXPECTED RESULTS:**

Council consideration for adopting code revisions planned for May 2023.

#### **TIMELINE:**

Approximate timeline of expected upcoming events:

1. April 17, 2023 – Council Work Session for any last revisions
2. May 1, 2023 – First Reading of Ordinance
3. May 15, 2023 – Second Reading of Ordinance
4. Administrative Rules will be adopted via Resolution in either May or June 2023
5. July 1, 2023 – New regulations become effective



**CURRENT YEAR BUDGET IMPACTS:**

None immediately, but there could be potential costs depending on the chosen system for managing prohibitions on camping. Cities are not required to provide facilities for those who are experiencing homelessness, but may be required to create additional procedures for regulating camping.

**COMMUNITY INVOLVEMENT PROCESS:**

Public involvement is a focal point of the city camping code revision process to ensure a diverse group of community members and stakeholders can provide their priorities, interests, and concerns related to the potential code revisions. The City provided a community survey through Let's Talk, Wilsonville! and staff have met and are meeting with stakeholders, including City advisory boards, private service providers, business and community groups, Clackamas County, the School District, TVF&R, and other government agencies. Staff also presented the draft code provisions to the Diversity, Equity and Inclusion Committee at its March 14, 2023 meeting.

**POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:**

There are several potential impacts on the residential, commercial, and related communities depending on the adopted code revisions. The project team will work with local residents and stakeholders to address concerns and provide equitable solutions that benefits both the community and other impacted individuals.

**ATTACHMENTS:**

1. Attachment A – Updated Draft WC 10.700-10.780
2. Attachment B – Updated Draft WC 3.000
3. Attachment C – Aerial for City Hall parking lot and property to the north
4. Attachment D – Draft Administrative Rules
5. Attachment E – Draft Value Statements

## ATTACHMENT A

## CAMPING ON CITY PROPERTY AND RIGHTS-OF-WAY

|        |                    |
|--------|--------------------|
| 10.700 | Purpose            |
| 10.710 | Definitions        |
| 10.720 | Time Regulations   |
| 10.730 | Place Regulations  |
| 10.740 | Manner Regulations |
| 10.750 | Notice and Removal |
| 10.760 | Enforcement        |
| 10.770 | Exceptions         |
| 10.780 | Severability       |

**10.700 Purpose.**

The purpose of WC 10.700 through 10.780 is to regulate the time, place, and manner in which individuals may camp on City of Wilsonville property and rights-of-way. Furthermore, the purpose of WC 10.700 through 10.780 is to comply with Oregon House Bill 3115 (2021) and House Bill 3124 (2021), as well as current federal court decisions *Martin v. Boise*, 920 F.3d 584 (9th Cir., 2019) and *Johnson v. City of Grants Pass*, 50 F.4th 787 (9th Cir., 2022).

**10.710 Definitions.**

(1) Administrative Rules means the regulations the City adopts pursuant to WC 10.770(3).

(4)(2) To camp or camping means to set up, or remain in or at, a campsite for the purpose of establishing or maintaining a temporary place to shelter for survival from the elements.

(2)(3) Camp materials means tents, huts, awnings, lean-tos, chairs, tarps or tarpaulins, cots, beds, sleeping bags, blankets, mattresses, sleeping or bedding materials, food or food storage items, and/or similar items that are or appear to be used as sheltering and/or sleeping accommodations, or to assist with sheltering for survival and/or sleeping activities.

(3)(4) Campsite means any place where any camp materials, bedding, sleeping bag, or other sleeping matter, or any stove or fire is placed, established, or maintained, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure or any vehicle or part thereof.

(4)(5) City or Wilsonville means the City of Wilsonville, Oregon.

(5)(6) City Manager means the City of Wilsonville City Manager or designee.

(6)(7) City-owned property means public real property, land, and premises owned by the City of Wilsonville.

(7)(8) City right-of-way means the space in, upon, along, across, over or under the City-owned streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes,

and places used or intended to be used by the general public for travel as the same now or may hereafter exist, that the City has the right to allow the public to use.

(9) *Designated Area(s)* means the area(s) the City has identified where individuals who are involuntarily homeless may shelter for survival, as further identified in WC 10.730(2) herein.

~~(8)~~(10) *Individuals who are involuntarily homeless* means the circumstance when there is no available emergency or transitional housing for an individual experiencing homelessness and/or no transportation for such individual to available emergency or transitional housing within the county where the person is located.

~~(9)~~(11) *Personal property* means any item that is reasonably recognizable as belonging to a person and has apparent value or utility.

~~(10)~~(12) *Rest* means to pause from exertion by stopping, sitting, lying, or sleeping.

~~(11)~~(13) *SROZ* means the City's Significant Resource Overlay Zone.

~~(12)~~(14) *Store* means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

~~(13)~~(15) *Vehicle* means every device in, upon, or by which any person or property is, or may be, transported or drawn upon any street or highway, and includes any hulk or component thereof, including, but not limited to cars, campers, recreational vehicles, motor homes, pickup trucks, pickup truck canopies, and trailers, except devices:

- (a) Designed to be moved exclusively by human power; or
- (b) Designed to be used exclusively upon stationary rails or tracks.

## **10.720 Time Regulations.**

- (1) Except as authorized pursuant to WC 10.770, ~~it is unlawful for any persons to~~individuals who are involuntarily homeless may camp ~~on or establish a campsite on any City owned property or City right of way~~in Designated Area(s) only during the hours of 9:00 pm to 7:00 am.
- (2) Except as authorized pursuant to WC 10.770, ~~it is unlawful for any persons to~~individuals who are involuntarily homeless may store ~~any personal property on any City owned property or City right of way during~~, pursuant to the regulations in WC 10.740, in Designated Area(s) only during the hours of 9:00 pm to 7:00 am.

## **10.730 Place Regulations.**

- (1) Except as authorized pursuant to WC 10.770, at all times it is unlawful for any persons to camp or to establish, maintain, or occupy a campsite on ~~the following~~ City-owned property not identified as a Designated Area, including, but not limited to:
- (a) All City parks and City parking lots within City parks.
  - (b) All City parking lots, City structures, or other City property not designated for camping in the Administrative Rules, as provided in subsection 2 below.
  - (c) All City rights-of-way ~~or City-owned property located within or adjacent to the following zones:~~
    - ~~(i) Residential~~
    - ~~(ii) Planned Development Residential~~
    - ~~(iii) Village~~
    - ~~(iv) Residential Neighborhood~~
    - ~~(v) Old Town Residential~~
    - ~~(vi) Future Development Agricultural Holding Residential~~
  - ~~(d) Within 20 feet of a property line of a property containing a residential structure regardless of zoning.~~
  - ~~(d) All City sidewalks, except as otherwise authorized under subsection (5) below.~~
  - (e) All public transit shelters.
  - (f) All City property located in the SROZ.
  - (g) All City property located within 20 feet of a tree designated as a heritage tree in the City's Heritage Tree program.
  - (h) The City property at the northeast corner of SW Barber Street and SW Kinsman Road (taxlot number 31W14B 00700).
  - (i) Stormwater treatment facilities, including, but not limited to swales, detention ponds, and drainage ways.
  - (j) On areas underneath City-owned rights-of-way or bridges that are not open to the public.
  - (k) On railroad tracks or within 15 feet of railroad tracks.

~~Within any vehicle lane, bicycle lane, or roundabout within any City right-of-way, except as otherwise permitted under WC 10.740(12) where on-street parking is allowed. The exception for on-street parking does not apply to any on-street parking space that is an Americans with Disabilities Act (ADA) designated parking space.~~

- (l) On any City property or City right-of-way that the City has closed to the public due to construction, heavy vehicle or machinery use, or other City or City-sanctioned work that is incompatible with camping in the City right-of-way. ~~The City does not need to close City right-of-way to vehicle traffic to close the City right-of-way to camping under this subsection.~~
- (2) ~~Persons~~ Designated Area(s). Individuals who are involuntarily homeless may occupy a campsite within the time regulations provided in WC 10.720 and pursuant to the manner regulations in WC 10.740 in the ~~location~~ Designated Area(s) identified in the Administrative Rules. For avoidance of doubt, camping is prohibited on all City-owned property and City rights-of-way not designated for camping in the Administrative Rules.

#### **10.740 Manner Regulations.**

Camping by individuals who are involuntarily homeless, when and where allowed (*see* WC 10.720 and 10.730), is subject to all of the following:

- (1) Individuals, camp materials, camps, or personal property may not obstruct sidewalk accessibility or passage, clear vision, fire hydrants, City or other public utility infrastructure, or otherwise interfere with the use of the right-of-way for vehicular, pedestrian, bicycle, or other passage.
- (2) For campsites other than those contained within a vehicle, the campsite must be limited within a spatial footprint of **10 feet by 10 feet, or 100 square feet**. For campsites including a vehicle, the campsite and camp materials must be self-contained within the vehicle. The intent of this section is to allow a person to sleep protected from the elements and maintain the essentials for sheltering, while still allowing others to use public spaces as designed and intended.
- (3) ~~For campsites within the City rights-of-way, each campsite must be at least 100 feet apart from any other campsite.~~ For campsites located on City property, in Designated Area(s), the campsite locations must comply with the spacing identified in the Administrative Rules.
- (4) Open flames, recreational fires, burning of garbage, bonfires, or other fires, flames, or heating are prohibited. ~~Portable cooking stoves fueled by commercially available fuel are permitted so long as they are utilized in accordance with manufacturer instructions and do not violate any manufacturer warnings.~~
- (5) Individuals may not accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, human or animal waste, or other items of no apparent utility in public rights-of-way, on City property, or on any adjacent public or private property.

- (6) Dumping of gray water (i.e., wastewater from baths, sinks, and the like) or black water (i.e., sewage) into any facilities or places not intended for gray water or black water disposal is prohibited. This includes but is not limited to storm drains, which are not intended for disposal of gray water or black water.
- (7) Unauthorized connections or taps to electrical or other utilities, or violations of building, fire, or other relevant codes or standards, are prohibited.
- (8) Obstruction or attachment of camp materials or personal property to fire hydrants, utility poles or other utility or public infrastructure, fences, trees, vegetation, vehicles, buildings, or structures is prohibited.
- (9) Storage of personal property such as vehicle tires, bicycles or associated components (except as needed for an individual's personal use), gasoline, generators, lumber, household furniture, extra propane tanks, combustible material, or other items or materials is prohibited, other than what is related to camping, sleeping, or keeping warm and dry.
- (10) Digging, excavation, terracing of soil, alteration of ground or infrastructure, or damage to vegetation or trees is prohibited.
- (11) All animals must be leashed, crated, or otherwise physically contained at all times.
- (12) Smoking, vaping, and/or the use or distribution of tobacco or cannabis products is prohibited in Designated Area(s). "Tobacco or cannabis products" includes, but is not limited to, any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, chewing tobacco, any part of the plant Cannabis family Cannabaceae, or any other form of tobacco or cannabis which may be used for smoking, chewing, inhalation, or other means of ingestion. This regulation does not prohibit the use of prescribed medication when used in accordance with the prescription instructions and when used in location(s) allowed under Oregon law.
- (13) Alcohol may not be consumed, used, or distributed in Designated Area(s).
- (14) Controlled substances, as defined in ORS 475.005, may not be consumed, used, manufactured, or distributed in Designated Area(s).
- (12)(15) Vehicle Camping. Individuals who are involuntarily homeless may use vehicles for shelter and/or sleeping in areas identified in WC 10.730(2) Designated Area(s) under the following circumstances and subject to the conditions and restrictions provided in subsections (1) through (14) above:
  - (a) The vehicle is legally parked in compliance with the Wilsonville Code.
  - (b) Storage of material outside vehicles is prohibited, other than what is incidental to activities such as short-term (maximum 30 minutes) loading or unloading a vehicle.



- (c) Vehicles must be operational, i.e., capable of being started and driven under their own power, or ready to be towed if designed to be towed and may not be discarded or left inoperable in public rights-of-way or on City property.
- (d) Vehicles must be registered and insured, as required by the Oregon Vehicle Code.
- (e) No building or erecting of any structures connecting or attaching to vehicles is permitted, including tents that are not designed and manufactured to be attached to a vehicle.
- (f) Connections from vehicles to public or private stormwater, sewer, water, and electrical systems or to vehicles from public or private stormwater, sewer, water, and electrical systems are prohibited ~~unless:~~
  - ~~(i) The property owner provides written authorization to connect;~~
  - ~~(ii) Any and all applicable federal, state, and local laws, regulations, and permits allow such connection; and~~
  - ~~(iii) Any and all applicable federal, state, and local approvals required for such connection have been obtained.~~

#### **10.750 Notice and Removal.**

- (1) Except as provided in subsection (4) below, at least 72 hours before removing individuals from an established campsite, law enforcement officials must post a written notice in English and Spanish at all entrances to the campsite to the extent that entrances can reasonably be identified.
  - (a) When a 72-hour notice is posted, law enforcement officials must inform local agencies that deliver social services to unhoused individuals as to where the notice has been posted.
  - (b) The local agencies may arrange for outreach workers to visit the campsite that is subject to the notice to assess the need for social service assistance in arranging shelter and other assistance.
- (2) Personal Property Collection and Storage.
  - (a) All personal property at the campsite that remains unclaimed after removal will be given to law enforcement official(s), a local agency that delivers social services to unhoused individuals, an outreach worker, a local agency official, or a person authorized to issue a citation described in WC 10.760, whether notice under subsection (1) is required or not.
  - (b) The unclaimed personal property must be stored in a facility located in the City of Wilsonville.

- (c) The unclaimed personal property will be stored in an orderly fashion, keeping items that belong to an individual together, to the extent that ownership can reasonably be determined.
  - (d) The personal property must be stored for a minimum of 30 days during which it must be reasonably available to any individual claiming ownership. Any personal property that remains unclaimed after 30 days may be disposed of or donated to an Internal Revenue Code Section 501(c)(3) non-profit corporation.
  - (e) Items that have no apparent value or utility or are in an unsanitary condition may be immediately discarded upon removal of the individuals from the campsite.
  - (f) Weapons, controlled substances other than prescription medication, and items that appear to be either stolen or evidence of a crime will be given to or retained by law enforcement officials.
- (3) The written notice required in subsection (1) must state, at a minimum:
- (a) Where unclaimed personal property will be stored;
  - (b) A phone number that individuals may call to find out where the personal property will be stored; or
  - (c) If a permanent storage location has not yet been determined, the address and phone number of an agency that will have the information when available.
- (4) The 72-hour notice requirement under subsection (1) does not apply:
- (a) When there are grounds for law enforcement officials to believe that illegal activities other than camping are occurring at a campsite; or
  - (b) In the event of an emergency at a campsite, including, but not limited to, possible site contamination by hazardous materials, a public health emergency, substantial and immediate risk or harm to public infrastructure, or other immediate danger to human life or safety.

#### **10.760 Enforcement.**

- (1) Violation of any regulations stated in WC 10.720, 10.730, or 10.740 constitutes a violation of the Wilsonville Code and is subject to fine(s) as contemplated in WC Chapter 1. Every day in which such violations occur constitutes a separate violation.
- (2) A person authorized to issue a citation for unlawful camping may not issue the citation if the citation would be issued within 200 feet of a notice required under WC 10.750 and within two hours before or after the notice was posted.

- (3) The City may adopt administrative rules via resolution to support and guide the implementation of and compliance with WC 10.700 through 10.780.

**10.770 Exceptions.**

- (1) Emergencies. In the event of emergency circumstances, the City Manager may authorize camping or storage of personal property on City-owned property and City rights-of-way by written order that specifies the period of time and location.
- (2) Other Temporary Circumstances. The City Manager may temporarily authorize camping or storage of personal property on City-owned property and City rights-of-way by written order that specifies the period of time and location upon finding it to be in the public interest and consistent with Council goals and policies. Such temporary action by the City Manager must be considered for ratification by the City Council at its next regularly scheduled meeting.

**10.780 Severability.**

If any section, paragraph, subdivision, clause, sentence, or provision of this title shall be adjudged by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair, invalidate, or nullify the validity of the remaining portions of the title.

**PARKS AND PLAYGROUNDS****3.000. Rules and Regulations.**

- (1) The following rules and regulations are hereby adopted for the regulation and use of municipal parks in and for the City, and shall be observed at all times by all persons using any City park or park facilities. A summary of these rules are authorized to be posted at Parks and park facilities as determined by the City Manager or designee.
- (2) No fires and camp stoves so shall be allowed except when allowed pursuant to an approved parks and facilities rental application, in the following designated areas:
  - ~~(a) Park camp stoves or fireplaces provided for such purposes.~~
  - ~~(b) Portions of beaches designated as permitting fires, if any.~~
  - ~~(c) Portable stoves in established campsites, picnic areas, and designated beaches where fires are permitted.~~
  - ~~(d) No fire shall be left unattended and every fire shall be extinguished before user leaves the park area.~~
- (3) No person shall in any park area except under agreement or special regulations of the Council:
  - (a) Hunt, pursue, trap, kill, injure, molest, or disturb the habitat of any bird or animal.
  - (b) Discharge any firearm, pellet gun, bow and arrow, slingshot, or other weapon capable of injuring any person, bird or animal; or
  - (c) Possess any loaded firearm.
- (4) Flowers, shrubs, foliage, trees or plant life or products of any type shall not be picked, cut, mutilated or removed, from any park area without written permission from the Council.
- (5) No person shall mutilate, deface, damage or remove any table, bench, building, sign, marker, monument, fence, barrier, fountain, faucet, traffic recorder, or other structure or facility of any kind in a parked area.
- (6) No person shall, except under special regulations of the Council, dig up, deface, or remove any dirt, stones, rock, or other substance whatever, make any excavation, quarry any stone, or lay or set off any blast or roll any barrier stones or move any barriers, or cause or assist in doing any of the said things within a parked area.
- (7) No person shall, except in a designated area, erect signs, markers, or inscriptions of any type within a park without permission from the Council.
- (8) No person in a park may without written permission of the Council:
  - (a) Operate a concession, either fixed or mobile;
  - (b) Solicit, sell or offer for sale, peddle, hock, or vend any goods, wares, merchandise, food, liquids, or services;
  - (c) Advertise any goods or services by any means whatsoever; or
  - (d) Distribute any circulars, notices, leaflets, pamphlets, or written or printed information of any kind.
- (9) Motor vehicles shall be operated only on roads and in parking area constructed or designated for motor vehicle use. No motor vehicle shall be operated on any trail or in any part of a park area not constructed or

designated for motor vehicle use, or on any road or trail posted as closed to the public, or on any road or trail where signs have been placed or erected by authority of the Council prohibiting the driving of motor vehicles. Automobiles, trailers, or other vehicles shall be parked only in designated areas.

- (10) No animal of any kind shall be brought into or kept in a park area unless confined, or in a vehicle. Except that dogs must be kept on a leash at all times in all City parks and playgrounds. The leash shall be no more than eight feet in length, except that a retractable reel leash may extend up to 15 feet in length. The authority of the City park employee includes the authority to undertake any lawful measures (including removal of the animal from the park area) deemed by the park employee necessary to prevent the interference by the animal with the safety, comfort and well-being of the park users, or the appearance or sanitary condition of the park area. No animals other than seeing-eye dogs shall be allowed in any building."
- (11) No bottles, cans, ashes, waste, paper, garbage, sewage, or other rubbish or refuse shall be left in a park area, except in the receptacles designated for that purpose.
- (12) No person shall set up or use a public address system in a park without the written permission of the Council.
- (13) No person shall ride, drive, lead, or keep a saddle horse or riding animal in any park area, except on such roads, trails, or areas designated for that purpose. No horse or other animal shall be hitched to any tree or shrub in such a manner that may cause damage to such tree or shrub.
- (14) No person shall wash any clothing or other materials or clean any fish in a pond, stream or river in a park area.
- (15) No person shall use abusive, threatening, boisterous, vile, obscene or indecent language or gestures in a park area which interferes with another's peaceful enjoyment of the park and its facilities. Public demonstrations, public disturbances, or riotous behavior or indecent exposure will not be allowed in any City park area.
- (16) No ~~overnight~~ camping, as defined in WC 10.710, will be permitted unless authorized ~~in writing by the Council~~pursuant to WC 10.770.
  - (a) Individuals may rest, as defined in WC 10.710, during open park hours so long as the individual is not in, on, across, over, or under a play structure or playground area, water feature, trail, pathway, restroom, or sports field, is not violating any of the prohibitions described in WC 10.700 through 10.780, and is not violating any other subsection of this Section 3.000 through 3.030.
- (17) No person shall operate any motor vehicle within a park area at a speed in excess of posted limits.
- (18) No person shall operate or use any noise producing machine, vehicle, device, or instrument in such a manner that is disturbing to other park area visitors or neighboring houses.
- (19) Except for authorized overnight camping in accordance with the City rules and regulations, no person, other than law enforcement officers or authorized City personnel, shall enter or remain in any park area except during ~~posted hours as established by the Council~~the hours of 6:00 am to 10:00 pm.
- (20) A fenced and signed area on the east side of Memorial Park is hereby designated as dog off leash area in which dogs may be allowed to run off leash provided:
  - (a) The dog is properly licensed and has received required vaccinations (rabies);
  - (b) The dog's owner, or owner's designee:
    1. Removes any and all feces excreted by the dog;
    2. Keeps the dog within the designated area during all times it is off leash;
    3. Secures the dog by adequate leash when entering or leaving the designated area;

- 4. Does not take a female dog in estrus into a designated area when other dogs are present, or, if already within a designated area, removes such female dog in estrus when other dogs enter the area; and
  - 5. Is present in the designated area and has voice control of his or her dog.
  - (c) No dog shall be permitted to fight, bite, or bark excessively while in a designated dog off leash area, and the owner of a dog fighting, biting, or barking excessively may be cited therefore and/or required to remove his or her dog from the area.
  - (21) A dog owner or owner's designee is required to remove and properly dispose of any and all feces excreted by said dog or dogs in all City parks.
  - (22) Smoking or the use of tobacco products is prohibited on all City park property, park facilities and buildings. "Tobacco products" includes any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, chewing tobacco, or any other form of tobacco which may be used for smoking, chewing, inhalation, or other means of ingestion.
- (Ord. No. 425, 4-4-1994; Ord. No. 712, 1-7-2013)

### **3.010. Facility Reservation.**

- (1) In order to provide for the convenience of advance reservation of park facilities the following procedures are hereby adopted:
  - (a) Formal application must be made at City Hall to reserve any public park and recreation facility for the exclusive use of any particular group.
  - (b) All applications must be made at least two weeks in advance of the date of facility use and shall include the name of the organization/group, the facility requested, date and time and requested, name, address and phone number of person in charge, type of activity and any special requests.
  - (c) Reservation fee shall be paid in advance to assure reservation.
  - (d) The person in charge must sign the application.
  - (e) All applicant for park reservations shall be aware of the fact that reservations for park facilities are on a first-come, first-serve basis.

### **3.020. Use and Consumption of Alcoholic Beverages.**

- (1) Alcohol may not be consumed or used in Wilsonville City parks under the following conditions:
  - (a) Alcoholic beverages or their consumption shall be limited to wines or beer only.
  - (b) In those areas designated by the City for which a reservation has been permitted and the applicant indicated on the application form that alcoholic beverages would be served. This does not in any way eliminate the reservation applicant from those rules and regulations administered under the Oregon Liquor Control Commission (OLCC).

(Ord. No. 425, 4-4-1994)

### **3.022. Water Safety Regulations.**

- (1) No person shall swim, dive, or fish ,on or from the Memorial Park dock.

(2) The ordinance will sunset on the date of the conclusion of the described grant agreement.

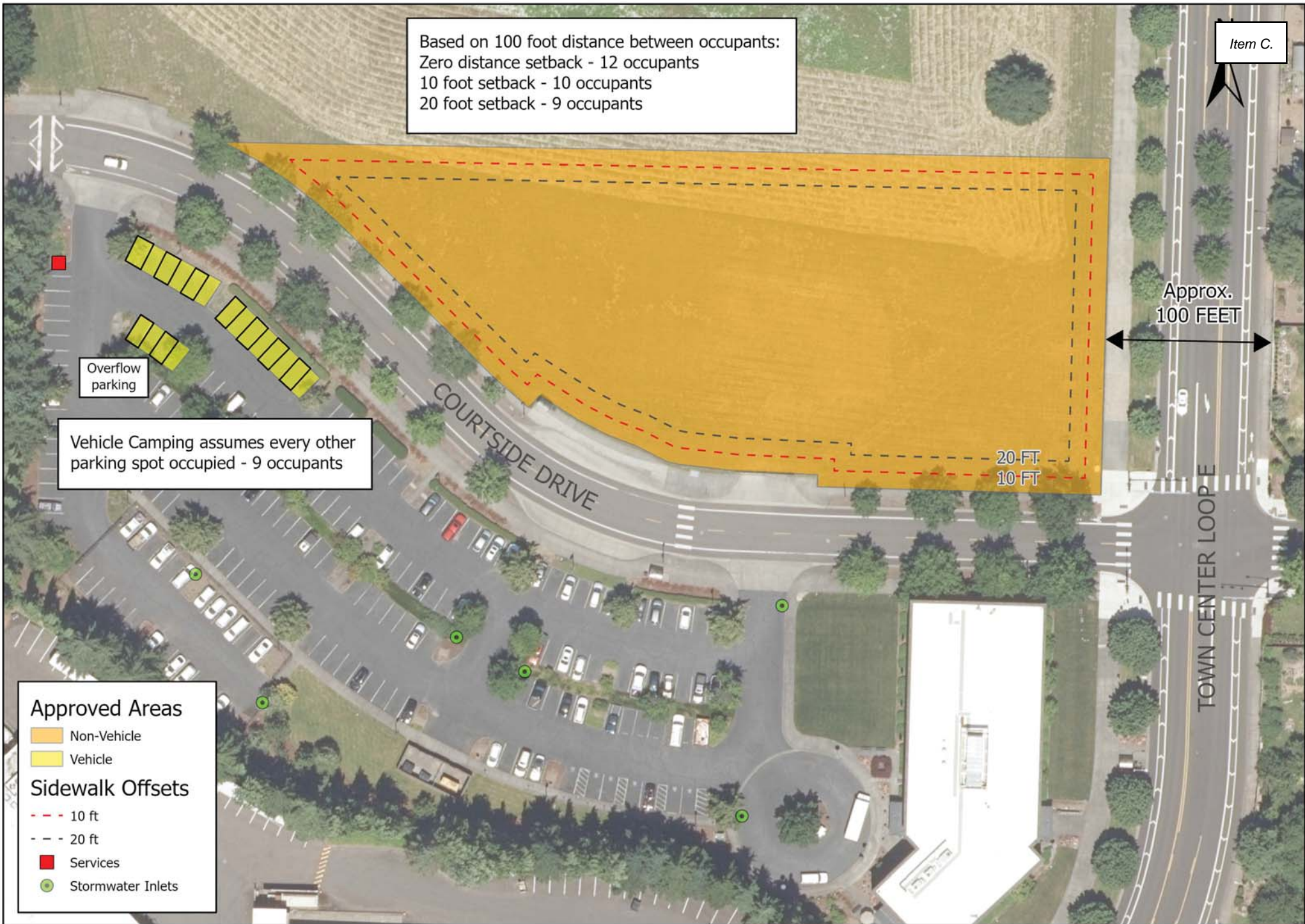
(Ord. No. 752, 12-1-2014)

### **3.030. Enforcement and Penalty.**

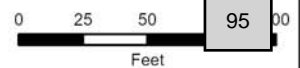
- (1) In addition to City Police, all City park employees or Council persons in charge of City parks or any park area are authorized and directed to enforce by all lawful means full compliance by the public with the foregoing rules and regulations.
- (2) Any person violating any park rule or regulation as delineated by Sections 3.000 and 3.020 of this Code, except those involving theft or damage over \$50.00, shall be punished upon a first conviction for a violation pursuant to Section I.012, and upon a subsequent conviction for a Class C misdemeanor pursuant to Wilsonville Code, Section I.012. Provided, however, a violation of a park rule which involves theft or damage to property [greater] than \$50.00 shall be treated as a crime under state criminal laws. Provided further a conviction for violation of Section 3.000(31) shall only be punished as a violation pursuant to Section 1.012.

(Ord. No. 253, 2-21-1984; Ord. No. 425, 4-4-1994; Ord. No. 712, 1-7-2013)





## ATTACHMENT C



# CITY OF WILSONVILLE ADMINISTRATIVE RULES IMPLEMENTING ORDINANCE NO. XXX

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## 1. Purpose.

- 1.1. The purpose of these Administrative Rules is to: (1) refine and provide specificity to the regulations in WC 10.700 through 10.780; (2) provide City personnel direction on implementing WC 10.700 through 10.780; and (3) identify area(s) where individuals who are involuntarily homeless may camp in accordance with the time, place, and manner regulations stated in WC 10.720 through 10.740.
- 1.2. These Administrative Rules are intended to provide guidance and direction for implementing WC 10.700 through 10.780 to ensure citation and removal of individuals and clean-up of campsites comply with Oregon law.
- 1.3. The regulations in WC 10.700 through 10.780 are objectively reasonable with regard to individuals who are involuntarily homeless, as required by HB 3115 (2021), and will be implemented as described in these Administrative Rules in an objectively reasonable manner, based on the totality of circumstances, including the impact of these Administrative Rules on the person experiencing homelessness.
- 1.4. These Administrative Rules are authorized under WC 10.760(3) and may be amended from time to time via resolution adopted by the City Council.

## 2. Definitions.

- 2.1. *To camp or camping* means to set up, or remain in or at, a campsite for the purpose of establishing or maintaining a temporary place to shelter for survival from the elements.
- 2.2. *Camp materials* means tents, huts, awnings, lean-tos, chairs, tarps or tarpaulins, cots, beds, sleeping bags, blankets, mattresses, sleeping or bedding materials, food or food storage items, and/or similar items that are or appear to be used as sheltering and/or sleeping accommodations, or to assist with sheltering for survival and/or sleeping activities.
- 2.3. *Campsite* means any place where any camp materials, bedding, sleeping bag, or other sleeping matter, or any stove or fire is placed, established, or maintained, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure or any vehicle or part thereof.
- 2.4. *City or Wilsonville* means the City of Wilsonville, Oregon.
- 2.5. *City Manager* means the City of Wilsonville City Manager or designee.
- 2.6. *City-owned property* means public real property, land, and premises owned by the City of Wilsonville.

- 2.7. *City right-of-way* means the space in, upon, along, across, over or under the City-owned streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places used or intended to be used by the general public for travel as the same now or may hereafter exist, that the City has the right to allow the public to use.
- 2.8. *Designated Area(s)* means the area(s) the City has identified where individuals who are involuntarily homeless may shelter for survival, as further identified in Section 3 herein.
- 2.9. *Individuals who are involuntarily homeless* means the circumstance when there is no available emergency or transitional housing for an individual experiencing homelessness and/or no transportation for such individual to available emergency or transitional housing within the county where the person is located.
- 2.10. *Personal property* means any item that is reasonably recognizable as belonging to a person and has apparent value or utility.
- 2.11. *Rest* means to pause from exertion by stopping, sitting, lying, or sleeping.
- 2.12. *SROZ* means the City's Significant Resource Overlay Zone.
- 2.13. *Store* means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.
- 2.14. *Vehicle* means every device in, upon, or by which any person or property is, or may be, transported or drawn upon any street or highway, and includes any hulk or component thereof, including, but not limited to cars, campers, recreational vehicles, motor homes, pickup trucks, pickup truck canopies, and trailers, except devices:
- 2.14.1. Designed to be moved exclusively by human power; or
- 2.14.2. Designed to be used exclusively upon stationary rails or tracks.
3. **Designated Area(s).** It is prohibited at all times for any person to use City property or City rights-of-way to camp for survival, except at the following location(s). The City designates the following specific locations on the Wilsonville City Hall property located at 29799 SW Town Center Loop East, Wilsonville, Oregon for individuals who are involuntarily homeless to camp, pursuant to the time and manner regulations outlined in WC 10.720 and WC 10.740:
- 3.1. Vehicle Camping Locations. An individual who is involuntarily homeless may camp in their vehicle in one of the primary parking spaces shown in **Illustration 1** below. The vehicle must be fully confined within the parking space and the individual may not place any camping materials or other materials outside of their



vehicle. If all primary parking spaces are full, an individual who is involuntarily homeless may camp in their vehicle in one of the designated overflow parking spaces. The parking spaces in between each designated parking space may not be used for camping or storage of personal property.

3.1.1. If an individual who is involuntarily homeless is utilizing a recreational vehicle, the recreational vehicle may park diagonally in the primary parking spaces, but may not occupy more than three (3) spaces.

3.2. Non-Vehicle Camping Locations. An individual who is involuntarily homeless may camp in the spaces shown in **Illustration 1** below. The size of the campsite may not exceed 10 feet x 10 feet or 100 square feet. Each individual non-vehicle campsite must be at least 100 feet away from another non-vehicle campsite and at least 20 feet setback from property lines, as shown in Illustration 1. Individuals may not place any camping materials or other materials outside of their campsite.

### **Illustration 1**

**[Insert Aerial Map]**

3.3. Other Temporary Circumstances. In the event that the areas and spaces identified in Illustration 1 above are at capacity and an individual who is involuntarily homeless needs a location to shelter for survival, the City Manager may designate additional location(s) as may be necessary pursuant to WC 10.770(2). Such temporary action by the City Manager must be considered for ratification by the City Council at its next regularly scheduled meeting.

3.3.1. In the event the City Manager must exercise authority pursuant to Section 3.3, the City Manager will consider areas and spaces that are in the best interest of the community and that best meet the purpose and intent of WC 10.700 through 10.780, including considering the following:

- 3.3.1.1. Whether circumstances indicate that such need is temporary or longer-term;
- 3.3.1.2. The feasibility of additional space in the City Hall parking lot;
- 3.3.1.3. The compatibility with surrounding uses and zoning of any other locations; and
- 3.3.1.4. Feasibility of obtaining regulatory approval for temporary use on vacant city properties.

## **4. Outreach and Education**

- 4.1. Resource Materials. The City will develop resource material(s), including, but not limited to, Washington County and Clackamas County resources for individuals who are involuntarily homeless and information of the City's camping for survival regulations. The City will have these educational materials printed in English and Spanish and available to employees, individuals who are involuntarily homeless, service providers, and community members at City facilities commonly utilized by the public. The information will also be provided on the City's website.
- 4.2. County Coordination. The City will coordinate with Clackamas County and Washington County regarding each County's response to and resources for individuals who are involuntarily homeless. City personnel will provide regular updates to the City Council and community of each County's resources and projects to address homelessness.

## 5. Clean-Up Procedures

- 5.1. Procedure for Removing Campsites and Personal Property.
  - 5.1.1. If people are present when City personnel or contractors return following a posted notice to remove the personal property or campsite that was subject to the notice, people apparently in charge of the campsite, personal property, or vehicle should be given another verbal and/or written warning to move their own campsite, property, or vehicle.
  - 5.1.2. When removing individuals from an established campsite, the City will make reasonable efforts to remove individuals without the use of force, arrest, or citation.
  - 5.1.3. Following removal of a campsite or personal property, the City must post a notice stating the location where removed personal property is being stored, and how individuals can contact the City to retrieve their personal property. When practicable and when the person or people responsible for the personal property are present, the notice should also be personally delivered to the individual(s).
  - 5.1.4. When removing personal property, the City will make reasonable efforts to determine if property belongs to an individual and has any apparent utility. The City will make reasonable efforts to identify which campsite property was removed from, to aid in connecting people with their property removed by the City. Items that are of no apparent use or are in an unsanitary condition due to saturation or contamination from bodily fluids, whether human or animal, or other contamination, will be considered garbage, and discarded as part of any cleanup efforts by the City.

5.1.5. Weapons, controlled substances other than prescription medication, and items that appear to be either stolen or evidence of a crime shall be given to law enforcement officials.

5.2. Removal of Vehicles. The provisions of this Subsection are in addition to existing processes for towing of hazardous vehicles or vehicles eligible for towing under state law.

5.2.1. A vehicle may be towed from City right-of-way as an abandoned vehicle under ORS 819.110 and WC 5.400 through 5.460, if it has been parked or left standing in a location or for a duration that is in violation of the Wilsonville Code and is not being used for shelter. (“Abandoned” for purposes of this Subsection means that the vehicle has been parked or left standing in excess of allowed time, even if people are using the vehicle in its parked location without moving it.) State and local regulations regarding notice and hearing for towed vehicles must be followed.

5.2.2. Vehicles that are disabled or left standing in a location as to constitute a hazard or obstruction on City rights-of-way may be immediately towed in accordance with the provisions of ORS 819.120 and WC 5.415. Notice shall be given as described under ORS 819.180 and WC 5.420, and, if requested, a hearing described under ORS 819.190 and WC 5.430.

5.3. Storage of Personal Property.

5.3.1. Personal property removed from campsites and unclaimed at the time of removal will be stored by the City, or its contractor(s), within the City limits, as identified on the notice posted at the time of removal, where people can reasonably access to retrieve belongings. Stored personal property will be reasonably available for any individual claiming ownership.

5.3.2. The City will not store, and will discard, items that have no apparent use or are in an unsanitary condition due to saturation or contamination from bodily fluids, whether human or animal, or other contamination. The City will not store perishable food items or other items that, if left in storage for up to 30 days, could contaminate other stored property.

5.3.3. The City, or its contractor(s), will keep records of the date property was received, a general description of the location the property was recovered from, the date the property must be stored until, and if known, a description or identification of the presumed owner of the property.

5.3.4. The City, or its contractor(s), will make reasonable efforts to provide a range of times the storage location will be available for people to collect property.



- 5.3.5. The City, or its contractor(s), will take reasonable precautions to secure stored property, including vehicles, but will not be responsible for loss or damage to stored property.
- 5.3.6. The City may dispose of any personal property that remains unclaimed after thirty (30) days, or such duration as required by statute.
- 5.3.7. Property held by the Clackamas County Sheriff's Office shall be disposed of in accordance with its policies and all applicable state laws.

#### 5.4. Storage of Vehicles.

- 5.4.1. Towed or removed vehicles in which people are camping or sheltering should be stored as personal property removed from an established campsite in accordance with this Policy.
- 5.4.2. The City, or its contractor(s), will store vehicles in a reasonably secure location, consistent with practices for storing other removed personal property. Other than as required to facilitate tow or removal of a vehicle, or as may be required for other valid or law enforcement purpose in extraordinary circumstances, City personnel will not enter vehicles or perform any search, including an inventory search, of vehicle contents.
- 5.4.3. The City will release vehicles to a person entitled to lawful possession with proof of valid license for the person driving the vehicle away. A person must provide proof of ownership or other indicia of ownership, or written authorization from registered owner.
- 5.4.4. If not retrieved after thirty (30) days, the vehicle will be considered unlawfully parked or abandoned pursuant to ORS 98.810 or other applicable statutes, and can be towed and impounded to a towing lot subject to storage and other lawful fees, liens, and disposal.

### 6. Enforcement

- 6.1. Violation of Administrative Rules. Any violation of these Administrative Rules may be enforced in accordance with WC 10.750 and 10.760.
- 6.2. Humane Implementation and Enforcement. In accordance with state law, the regulations in WC 10.700 through 10.780 and these Administrative Rules should be implemented and enforced in ways to ensure humane treatment of individuals who are involuntarily homeless when citing and/or removing them from campsites when violation(s) occurs.

6.3. Methods of Enforcement. Enforcement pursuant to WC 10.750 and 10.760 may be by the following ways:

- 6.3.1. Notice and removal and/or clean-up of a campsite pursuant to WC 10.750;
- 6.3.2. When circumstances warrant, emergency removal pursuant to WC 10.750(4); or
- 6.3.3. Citation for violation pursuant to WC 10.760. Citations will be issued when other means of achieving compliance have been unsuccessful or are not practicable for the particular situation.

6.4. Pre-Citation Process.

- 6.4.1. Except in emergencies or when not practicable for the particular situation, before a citation is issued, City personnel will contact, or will cause to be contacted, the person and provide opportunity to cure or remedy the alleged violation. City personnel should consider contacting Clackamas County or Washington County homeless response services (depending on the location). Communication with the person should be done in a manner designed to help the person understand the alleged violation and how to cure the violation.
- 6.4.2. The City will provide to persons allegedly violating the City's camping regulations any relevant resource material(s) developed pursuant to Section 4.1 above.

6.5. Enforcement Suspension and/or Dismissal.

- 6.5.1. Enforcement of time restrictions may be suspended or modified in the event of a declared emergency, weather conditions, or for any other reason within the City Manager's authority, pursuant to WC 10.770(1).
- 6.5.2. The City may elect to dismiss a citation when an individual does not have access to shelter and is engaged in case management, housing, and/or behavioral health services, or when necessary or appropriate to respond to an individual's disability. Currently approved engagement includes:
  - 6.5.2.1. Clackamas County, including the Clackamas County Coordinated Housing Access Program
  - 6.5.2.2. Washington County, including the Washington County Community Connect Program

6.5.2.3. Heart of the City

6.5.2.4. Others?

DRAFT

# ATTACHMENT E

## CITY OF WILSONVILLE

### VALUE STATEMENTS REGARDING HOUSING STATUS

The City of Wilsonville recognizes the regional and statewide homelessness crisis and understands that the City must play an active role in responding to the related humanitarian and livability concerns. The City makes the following statements to declare its commitment to coordinate with other government entities, service providers, and community members in responding to this crisis.

1. The City reaffirms its declaration as a welcoming and inclusive city, as described in Resolution No. 2626, adopted by the City Council on May 1, 2017.
2. All community members are entitled to dignity and respect regardless of their housing status. The City values community and individual wellbeing and will coordinate with state, regional, county, and local service providers to promote measures and services that are designed to increase community and individual wellbeing.
3. The City's role is to formulate policy and rules to best protect community safety, health, welfare, livability, and the environment.
4. Recognizing limited City resources, the City will utilize all existing and potential sources of funding made available from federal, state, regional, county, or other local funds specifically designated for addressing homelessness.
5. The City will coordinate with state, regional, county, and local service resources, and particularly Clackamas County housing initiatives, including Homelessness Prevention, Rapid-Rehousing, Coordinated Housing Access, and Built for Zero, with the goal that all people be afforded options for safer, stable housing.
6. The City's obligation and role is to regulate camping as survival sheltering in places not generally intended for living or habitation.
7. The City believes that camping for survival sheltering outside is not a solution for individuals experiencing homelessness.
8. The City's camping for survival regulations are designed to ensure that all community members feel that they are in a safe, orderly environment, including individuals who are sheltering for survival.



## MEMORANDUM

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**TO:** City of Wilsonville Mayor and City Council  
Bryan Cosgrove, City Manager

**FROM:** Sara Singer Wilson, SSW Consulting

**DATE:** March 27, 2023

**SUBJECT:** 2023-2025 City Council Goals

### BACKGROUND

On February 25, 2023, the City Council and the City's Executive team participated in a goal-setting workshop to recognize the accomplishments of the previous two years, establish a shared understanding of the current community context, and develop a focused list of goals and supporting strategies to guide the organization in their service delivery to the community over the next two years. The City contracted with SSW Consulting, a professional strategic planning and facilitation firm to prepare and guide the team through their discussion.

Prior to the workshop, SSW conducted outreach with the Council and Executive Team to understand current community challenges, opportunities, and priorities on the horizon. The agenda for the discussion was based on the following outcomes identified through the outreach process:

- Identify City Council goals that will guide the development of a work plan and budget that aligns with staff capacity and resources;
- Build a shared understanding of the community and organizational context to inform the Council's goal discussion; and,
- Build a strong and cohesive team among the Council and with staff to advance the Council's goals.

### 2023-2025 COUNCIL GOALS

The Council identified six goals with accompanying strategies to provide specific direction to staff on how to advance each goal. These goals have been summarized in the attached worksheet.

At the April 3rd City Council meeting, the Council will review the goals and provide any final input or clarification to ensure staff has clear direction on how to advance the Council's desired initiatives over the next two years. In the attached worksheet (Attachment A), the City's Executive Team has assigned project leads and estimated timelines based on existing projects underway, resource availability, and other data as they consider the implementation plans for each strategy.

### ATTACHMENT

Attachment A: Draft 2023-2025 City Council Goals

| Council Goal   | Outcomes  | Strategies  | Team Refinement Notes   | Sponsor                              | Project Lead     | Timeline                 |
|--|---|---|---|--------------------------------------|------------------|--------------------------|
| Emergency Preparedness   |   |   |   |                                      |                  |                          |
| Improve the City's<br>Emergency Preparedness<br>+ Public Safety                                | • Increased safety<br>• Improved confidence for readiness in the event of a significant disaster<br>• Increased individual preparedness and responsibility                    | 1. Develop an infrastructure resiliency plan and reprioritize and fund recommended projects   | Wastewater Treatment Plant Master Plan, Water Distribution Master Plan, and Public Works Standards Update will include seismic resilience analyses and other recommended improvements | Public Works/Engineering             | Nacrelli/Barrett | Q3- 2023 through Q2 2025 |
|  |   | 2. Expand support for individual emergency preparedness through increased outreach and the exploration of new technologies to engage and connect people in emergencies  |   | Public Works                         | Kerber/Evans     | Q3 - 2023                |
|  |   | 3. Conduct short-term planning for a police facility  | Remove the long-term language - Long-term is covered in community service block master plan   | Public Works/Administration          | Kerber/Troha     | Q1 - 2024                |
|  |   | 4. Complete a police department staffing study  |   | Police/Administration                | Wurpes/Troha     | Q2 - 2024                |
| Environment  |   |   |   |                                      |                  |                          |
| Protect and preserve<br>Wilsonville's environment  | • Build community awareness of City efforts<br>• Develop baseline data about City climate friendly practices and efforts  | 5. Develop a climate inventory and gap analysis of city practices and operations  | Consider the County direction and state mandates - see staff notes  | NR/Engineering                       | Rappold          | Q3 - 2024                |
|  |   | 6. Conduct a community education campaign to build awareness of climate friendly practices  |   | NR/Engineering                       | Rappold          | Q3 - 2024                |
| Economic Opportunity   |   |   |   |                                      |                  |                          |
| Attract high-quality<br>industry and support<br>economic opportunity for<br>all in Wilsonville | • Economic opportunity for all<br>• Increase investment in industrial areas   | 7. Develop a strike fund to pursue development opportunities for high value properties aligned with the City's economic development goals   | Coordination with Finance and integrations with urban renewal planning critical   | Community Development/Administration | Lorenzen         | Q3 - 2024                |
|  |   | 8. Prioritize and implement recommendations of the Urban Renewal Strategic Plan   | This work will start in this Council goal cycle, but will require a longer timeframe for completion   | Community Development/Administration | Lorenzen         | Q4 - 2024                |
|  |   | 9. Facilitate connections between industry and education partners   | see staff notes   | Community Development/Administration | Lorenzen         | Q1 - 2024                |
|  |   | 10. Convene a childcare partner consortium to understand the barriers, challenges, and opportunities for increasing childcare opportunities in Wilsonville. Consider the City's role and potential actions for supporting the outcomes. | The first part of this goal is easily accomplished and the second part will require additional input and direction from the Council   | Community Development/Administration | Lorenzen         | Q2 - 2024                |
| Housing  |   |   |   |                                      |                  |                          |
| Increase housing<br>opportunities for all and<br>reach functional zero<br>homelessness         | • Equitable housing opportunities for all<br>• Prioritize City efforts to reach functional zero homelessness<br>• More people exiting homelessness than entering homelessness | 12. Prioritize and implement the equitable housing strategic plan   | TOD construction will likely not be complete in two years, but HNA/HCA will be done at the end of this year. HPS will be adopted end of next year.                                    | Planning                             | Rybold           | 2023-2025                |
|  |   | 13. Train city staff and work with partners to better serve the houseless population through the creation of an internal task force   |   | Administration                       | Troha            | 2023-2025                |
|  |   | 14. Adopt ordinances to bring the city into compliance with state and circuit court rules   |   | Administration                       | Guile-Hinman     | Q3 - 2023                |

| Council Goal   | Outcomes   | Strategies  | Team Refinement Notes           | Sponsor              | Project Lead                       | Timeline  |
|--|--|---|---------------------------------|----------------------|------------------------------------|-----------|
| Parks + Facilities   |  |   |                                 |                      |                                    |           |
| Expand Wilsonville's Parks + Facilities to Align with Community Growth and Needs | • Leverage community input to support the Advisory and elected leaders in prioritizing community park and facility improvements<br>• Determine funding options to align Wilsonville's park and facility amenities with community needs/desires | 15. Review and prioritize park and facility projects and recommend a funding plan and timeline  |                                 | Administration       | Cosgrove                           | Q3 - 2024 |
|  |  | 16. Complete the Community Service Block Master Plan  |                                 | Public Works         | Kerber                             | Q2 - 2024 |
|  |  | 17. Review and update park project prioritization through the Parks and Recreation Board  |                                 | Parks and Recreation | Amerman                            | Q1 - 2024 |
| Communications + Engagement  |  |   |                                 |                      |                                    |           |
| Enhance Communications + Engagement to build a more connected community          | • Increase the City's reach through diverse engagement tools<br>• Foster a safer and more connected community  | 18. Increase capacity to support communications and engagement through tools including marketing, social media, bilingual outreach, youth outreach/partnerships, and others |                                 | Administration       | Communications Program Coordinator | Q3 - 2024 |
|  |  | 19. Conduct increased citizen and neighborhood engagement for community safety  | More outreach to HOAs, database | Administration       | Communications Program Coordinator | Q3 - 2024 |



**CITY COUNCIL ROLLING SCHEDULE**  
**Board and Commission Meetings**  
**Items known as of 03/27/23**

Item 4.

**April**

|      |           |         |                                     |   |
|------|-----------|---------|-------------------------------------|---|
| 4/4  | Tuesday   | 2:00 pm | Municipal Traffic Court (new time)  | Council Chambers                            |
| 4/5  | Wednesday | 1:00 pm | Tourism Promotion Committee         | Council Chambers                            |
| 4/5  | Wednesday | 6:00 pm | Arts, Culture & Heritage Commission | City Hall                                   |
| 4/10 | Monday    | 6:30 pm | DRB – A                             | Council Chambers                            |
| 4/11 | Tuesday   | 6:00 pm | DEI – DEI Lecture Series            | Council Chambers                            |
| 4/12 | Wednesday | 6:00 pm | Planning Commission                 | Council Chambers                            |
| 4/17 | Monday    | 7:00 pm | City Council + State of the City    | YouTube & Zoom                              |
| 4/17 | Monday    | 7:00 pm | URA                                 | YouTube & Zoom                              |
| 4/18 | Tuesday   | 2:00 pm | Municipal Traffic Court (new time)  | Council Chambers                            |
| 4/24 | Monday    | 6:30 pm | DRB Panel B                         | Council Chambers                            |
| 4/26 | Wednesday | 6:30 pm | Library Board                       | Library                                     |
| 4/27 | Thursday  | 6:30 pm | DEI – Lecture Series                | Wilsonville Hilton<br>Garden Inn-Pearl Room |

**May**

|      |           |         |  |  |
|------|-----------|---------|--|--|
| 5/1  | Monday    | 7:00 pm | City Council Meeting                                   | Council Chambers                       |
| 5/8  | Monday    | 6:30 pm | DRB – A  | Council Chambers                       |
| 5/9  | Tuesday   | 6:00 pm | DEI & DEI Lecture Subcommittee                         | Council Chambers                       |
| 5/10 | Wednesday | 6:00 pm | Planning Commission                                    | Council Chambers                       |
| 5/11 | Thursday  | 4:00 pm | Parks & Rec Advisory Board                             | Parks & Rec-Mt Hood<br>Conference Room |
| 5/15 | Monday    | 7:00 pm | City Council Meeting                                   | Council Chambers                       |
| 5/17 | Wednesday | 5:00 pm | Arts, Culture & Heritage<br>Commission                 | City Hall                              |
| 5/17 | Wednesday | 6:00 pm | Budget Committee                                       | Council Chambers                       |
| 5/18 | Thursday  | 6:00 pm | Budget Committee & URA Budget<br>Committee             | Council Chambers                       |
| 5/22 | Monday    | 6:30 pm | Wilsonville-Metro Community<br>Enhancement Committee   | Willamette 1 & 2                       |
| 5/22 | Monday    | 6:30 pm | DRB Panel B  | Council Chambers                       |
| 5/23 | Tuesday   | 6:00 pm | Budget Committee                                       | Council Chambers                       |
| 5/24 | Wednesday | 6:30 pm | Library Board  | Library                                |
| 5/30 | Tuesday   | 6:30 pm | Wilsonville – Metro Community<br>Enhancement Committee | Council Chambers                       |

## Community Events:

### April

#### All Month:

National Deaf Heritage Month  
 Arab American Heritage Month  
 National Poetry Month

- 4/4 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
 Quilters, 9:00 am, Tauchman House  
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
 Toddler & Baby Time, 10:30 am, Wilsonville Public Library  
 English Class, 10:30 am, Wilsonville Library  
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Toddler & Baby Time, 11:15 am, Wilsonville Public Library  
 Lunch at the Community Center, 12:00 pm, Wilsonville Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library  
 Virtual Reality Fitness, 1:00 pm, Wilsonville Community Center  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center
- 4/5 Earth Month Walk+Roll, All day  
 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Digital Photography Club, 10:00 am, Wilsonville Community Center  
 Family Storytime, 10:30 am, Wilsonville Public Library  
 PROFILES (on-line) 11:00 am  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center  
 Bingo, 1:00 pm, Wilsonville Community Center  
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library  
 Strong Women/Archetypes Writing Class, 6:00 pm, Wilsonville Library
- 4/6 Family Storytime, 10:30 am, Wilsonville Public Library  
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec Admin Bldg  
 Restorative Yoga, 7:15 pm, Wilsonville Library
- 4/7 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Play Group, 10:00 am, Wilsonville Public Library – Oak Room  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Bridge Group, 11:30 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center  
 First Friday Films, 3:00 pm, Wilsonville Library

- 4/8 Barre, 9:00 am, Wilsonville Community Center  
 Wilsonville Egg Hunt, 10:00 am, Memorial Park Fields  
 Oil Painting, 10:00 am, Parks & Recreation Administration Building  
 Repair Fair, 10:00 am, Wilsonville Library  
 Book Notes Concert, 2:00 pm, Wilsonville Library
- 4/10 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Weight Loss Support Group, 12:30 pm, Community Center  
 Bridge Group, 1:00 pm, Community Center  
 Body Sculpt, 5:45 pm, Community Center  
 Spanish Beginning 2 Class, 6:00 pm, Wilsonville Library
- 4/11 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
 Quilters, 9:00 am, Tauchman House  
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
 Toddler & Baby Time, 10:30 am, Wilsonville Public Library  
 English Class, 10:30 am, Wilsonville Library  
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Toddler & Baby Time, 11:15 am, Wilsonville Public Library  
 Lunch at the Community Center, 12:00 pm, Wilsonville Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library  
 Virtual Reality Fitness, 1:00 pm, Wilsonville Community Center  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center
- 4/12 Digital Photography Club, 10:00 am, Wilsonville Community Center  
 Family Storytime, 10:30 am, Wilsonville Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center  
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library  
 Strong Women/Archetypes Writing Class, 6:00 pm, Wilsonville Library
- 4/13 Family Storytime, 10:30 am, Wilsonville Public Library  
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec Admin Bldg  
 Restorative Yoga, 7:15 pm, Wilsonville Library

- 4/14 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Play Group, 10:00 am, Wilsonville Public Library – Oak Room  
 Charbonneau Tolling Forum, 10:00 am, Charbonneau Country Club  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Bridge Group, 11:30 am, Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 4/15 Soccer Shots, 9:00 am, Memorial Park  
 Barre, 9:00 am, Community Center  
 Space Talks, 11:00 am, Wilsonville Library – Oak Room
- 4/17 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Weight Loss Support Group, 12:30 pm, Community Center  
 Bridge Group, 1:00 pm, Community Center  
 Genealogy Club, 1:00 pm, Wilsonville Library – Oak Room  
 Body Sculpt, 5:45 pm, Community Center  
 Spanish Beginning 2 Class, 6:00 pm, Wilsonville Library
- 4/18 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
 Quilters, 9:00 am, Tauchman House  
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
 Toddler & Baby Time, 10:30 am, Wilsonville Public Library  
 English Class, 10:30 am, Wilsonville Library  
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Toddler & Baby Time, 11:15 am, Wilsonville Public Library  
 Lunch at the Community Center, 12:00 pm, Wilsonville Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library  
 Virtual Reality Fitness, 1:00 pm, Wilsonville Community Center  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center
- 4/19 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Digital Photography Club, 10:00 am, Wilsonville Community Center  
 Family Storytime, 10:30 am, Wilsonville Public Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center  
 Bingo, 1:00 pm, Wilsonville Community Center  
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library  
 Strong Women/Archetypes Writing Class, 6:00 pm, Wilsonville Library – Oak Room

- 4/20 Family Storytime, 10:30 am, Wilsonville Public Library  
 Walking Book Club, 1:00 pm, Wilsonville Library  
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center  
 Beginning Tai Chi, 3:00 pm, Wilsonville Community Center  
 Parenting the Love and Logic Way, 6:00 pm, Parks & Rec Admin Bldg  
 Restorative Yoga, 7:15 pm, Wilsonville Library
- 4/21 Eld-al-Fitr (all day)  
 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Play Group, 10:00 am, Wilsonville Public Library – Oak Room  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Bridge Group, 11:30 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 4/22 Soccer Shots, 9:00 am, Memorial Park  
 Barre, 9:00 am, Wilsonville Community Center
- 4/23 The Romantic Poets Class, 1:30 pm, Wilsonville Public Library
- 4/24 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center  
 Bridge Group, 1:00 pm, Wilsonville Community Center  
 Body Sculpt, 5:45 pm, Wilsonville Community Center
- 4/25 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
 Quilters, 9:00 am, Tauchman House  
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
 Toddler & Baby Time, 10:30 am, Wilsonville Public Library  
 English Class, 10:30 am, Wilsonville Library  
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Toddler & Baby Time, 11:15 am, Wilsonville Public Library  
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library  
 Virtual Reality Fitness, 1:00 pm, Wilsonville Community Center  
 Gentle Flow Yoga, 7:15 pm, Wilsonville Community Center
- 4/26 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Digital Photography Club, 10:00 am, Wilsonville Community Center  
 Family Storytime, 10:30 am, Wilsonville Public Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center  
 STEAM Stuff, 1:00 pm, Wilsonville Public Library  
 Teen Drop-In Activities, 3:00 pm, Wilsonville Public Library  
 Strong Women/Archetypes Writing Class, 6:00 pm, Wilsonville Library – Oak Room

- 4/27 Family Storytime, 10:30 am, Wilsonville Public Library  
Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center  
Parenting the Love and Logic Way, 6:00 pm, Parks & Rec Admin Bldg  
Restorative Yoga, 7:15 pm, Wilsonville Library
- 4/28 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
Play Group, 10:00 am, Wilsonville Public Library  
Sit and Be Fit, 11:00 am, Wilsonville Community Center  
Bridge Group, 11:30 am, Community Center  
Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 4/29 Soccer Shots, 9:00 am, Memorial Park  
Barre, 9:00 am, Wilsonville Community Center  
Arbor Day Celebration, 9:30 am, Murase Plaza
- 4/30 The Romantic Poets Class, 1:30 pm, Wilsonville Public Library

## May

### All Month:

Asian American and Pacific Islander Heritage Month  
Jewish American Heritage Month

- 5/1 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
Weight Loss Support Group, 12:30 pm, Wilsonville Community Center  
Bridge Group, 1:00 pm, Wilsonville Community Center
- 5/2 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
Quilters, 9:00 am, Tauchman House  
ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
Toddler & Baby Time, 10:30 am, Wilsonville Library  
English Class, 10:30 am, Wilsonville Library  
Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center  
Toddler & Baby Time, 11:15 am, Wilsonville Library  
Lunch at the Community Center, 12:00 pm, Wilsonville Community Center  
ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library
- 5/3 Walk+Roll May Challenge (all day)  
Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
Digital Photography Club, 10:00 am, Wilsonville Community Center  
Family Storytime, 10:30 am, Wilsonville Library  
PROFILES, 11:00 am, (online)  
Sit and Be Fit, 11:00 am, Wilsonville Community Center

Walk at Lunch, 12:00 pm, Academy Mortgage  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center  
 Bingo, 1:00 pm, Wilsonville Community Center  
 STEAM Stuff, 1:00 pm, Wilsonville Library  
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library

- 5/4 Family Storytime, 10:30 am, Wilsonville Library  
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center
- 5/5 Healthy Bones and Balance, 8:30 am, Wilsonville Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Wilsonville Community Center  
 Play Group, 10:00 am, Wilsonville Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center  
 First Friday Films, 3:00 pm, Wilsonville Library
- 5/6 Bulky Waste Day, 9:00 am-1:00 pm, see Wilsonville Website for details  
 Soccer Shots, 9:00 am, Memorial Park  
 Space Talks, 11:00 am, Wilsonville Library
- 5/8 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center  
 Bridge Group, 1:00 pm, Wilsonville Community Center
- 5/9 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
 Quilters, 9:00 am, Tauchman House  
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
 Toddler & Baby Time, 10:30 am, Wilsonville Library  
 English Class, 10:30 am, Wilsonville Library  
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 pm, Wilsonville Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library
- 5/10 Digital Photography Club, 10:00 am, Wilsonville Community Center  
 Family Storytime, 10:30 am, Wilsonville Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Walk at Lunch, 12:00 pm, Corner Coffee Shoppe  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center  
 Teen Drop-In Activities, 3:00 pm, Wilsonville Library
- 5/11 Family Storytime, 10:30 am, Wilsonville Library  
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center



- 5/12 Play Group, 10:00 am, Wilsonville Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 5/13 Soccer Shots, 9:00 am, Memorial Park  
 Space Talks, 11:00 am, Wilsonville Library  
 Book Notes Concert, 2:00 pm, Wilsonville Library
- 5/15 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center  
 Bridge Group, 1:00 pm, Wilsonville Community Center  
 Genealogy Club, 1:00 pm, Wilsonville Library
- 5/16 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
 Quilters, 9:00 am, Tauchman House  
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
 Toddler & Baby Time, 10:30 am, Wilsonville Library  
 English Class, 10:30 am, Wilsonville Library  
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Toddler & Baby Time, 11:15 am, Wilsonville Library  
 Lunch at the Community Center, 12:00 pm, Wilsonville Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library
- 5/17 Digital Photography Club, 10:00 am, Wilsonville Community Center  
 Family Storytime, 10:30 am, Wilsonville Library  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Walk at Lunch, 12:00 pm, Nichols Family Agency  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center  
 Bingo, 1:00 pm, Wilsonville Community Center  
 STEAM Stuff, 1:00 pm, Wilsonville Library
- 5/18 Family Storytime, 10:30 am, Wilsonville Library  
 Walking Book Club, 1:00 pm, Wilsonville Library  
 Ladies Afternoon Out, 1:00 pm, Wilsonville Community Center
- 5/19 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 5/20 Soccer Shots, 9:00 am, Memorial Park
- 5/22 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Weight Loss Support Group, 12:30 pm, Wilsonville Community Center  
 Bridge Group, 1:00 pm, Wilsonville Community Center

- 5/23 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
 Quilters, 9:00 am, Tauchman House  
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
 English Class, 10:30 am, Wilsonville Library  
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 pm, Wilsonville Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library
- 5/24 Digital Photography Club, 10:00 am, Wilsonville Community Center  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Walk at Lunch, 12:00 pm, Josh Goldston of Edward Jones  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center
- 5/25 Ladies Afternoon Out, Wilsonville Community Center
- 5/26 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Mexican Train Dominoes, 1:00 pm, Wilsonville Community Center
- 5/29 Memorial Day – Office Closed
- 5/30 Ukulele Jam, 9:00 am, Parks & Rec Admin Building  
 Quilters, 9:00 am, Tauchman House  
 ODHS Drop-In Assistance, 10:00 am, Wilsonville Library  
 English Class, 10:30 am, Wilsonville Library  
 Stand, Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Wilsonville Library
- 5/31 Digital Photography Club, 10:00 am, Wilsonville Community Center  
 Sit and Be Fit, 11:00 am, Wilsonville Community Center  
 Lunch at the Community Center, 12:00 noon, Wilsonville Community Center  
 Pinochle/Cribbage, 1:00 pm, Wilsonville Community Center  
 STEAM Stuff, 1:00 pm, Wilsonville Library

**Proclamation**  
***Wilsonville Wildcats Week***  
**April 3-7, 2023**

**WHEREAS**, Wilsonville residents honor the faculty and administration of Wilsonville High School for providing a well-rounded education that includes co-curricular activities that aid in the development of life skills, and;

**WHEREAS**, The Wilsonville Wildcats Boys Varsity Basketball team is representative of the High School's commitment to sportsmanship, excellence and personal development, and;

**WHEREAS**, These Wildcats have demonstrated skill not just on the court, but in the classroom, where they posted a cumulative first-semester grade point average of 3.62, and;

**WHEREAS**, The 2022-23 Wildcat Boys finished the season with a 13-3 record in conference, and an overall record of 24 wins and 5 losses, while posting an average margin of victory of +16.2 points per game, and;

**WHEREAS**, The Wildcats extended their unbeaten streak to a remarkable 92 straight home wins over an eight-year period, a streak unmatched by any high school boys basketball team in any classification in the State's history, and;

**WHEREAS**, For the third straight season, Wilsonville's defense was the best in Oregon, allowing just 40.8 points per game, and;

**WHEREAS**, Wilsonville Boys went 4-0 in the State Tournament, locking down opponents and yielding just 28.7 points per game, and;

**WHEREAS**, This team extended its own State record, appearing in its seventh consecutive state championship game, and

**WHEREAS**, Under the guidance of the State's Coach of the Year, Chris Roche, the Wilsonville High School Boys Varsity Basketball team defeated top-ranked Summit High School, 43-36, on March 10, 2023 to win its third consecutive State Championship, its fifth in the last six years of competition, and sixth the in program's history, and;

**WHEREAS**, Three of the Wildcats' players – Kyle Counts, Kallen Gutridge and Maxim Wu – earned all-conference honors, with Counts and Gutridge also earning All-State Tournament Team recognition, and;

**WHEREAS**, This Wildcats Boys Varsity Basketball team displayed consistent excellence and exemplary sportsmanship; their success on the court and in the classroom generated positive attention, excitement and community pride, while serving as an example and inspiration to the Wilsonville community.

**NOW, THEREFORE, the Wilsonville City Council proclaims**  
**April 3–7, 2023, as: “WILSONVILLE WILDCATS WEEK”**

The Wilsonville City Council commends the passion, resilience, and sportsmanship demonstrated by Wilsonville High School students, parents, and community members; and we congratulate the members of the 2022-23 Wildcats Boys Varsity Basketball team for winning a State Championship.

**IN WITNESS WHEREOF**, We set our hands and cause the seal of the City of Wilsonville to be affixed this 3<sup>rd</sup> day of April, 2023.

\_\_\_\_\_  
**Mayor Julie Fitzgerald**

\_\_\_\_\_  
**Council President Kristin Akervall**

\_\_\_\_\_  
**Councilor Katie Dunwell**

\_\_\_\_\_  
**Councilor Joann Linville**

\_\_\_\_\_  
**Councilor Caroline Berry**

**CITY OF WILSONVILLE  
FIRST AMENDMENT TO EMPLOYMENT AGREEMENT  
2022-2024**

This First Amendment to Employment Agreement (“First Amendment”) is made and entered into effective the \_\_\_\_ day of April 2023 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (the “City”), and **Fred Weinhouse** (“Employee”), both of whom understand and agree as follows:

**WITNESSETH:**

WHEREAS, the City and Employee entered into an Employment Agreement effective January 7, 2022 (“Agreement”); and

WHEREAS, it is the desire of the City to amend certain benefits for Employee in the Agreement; and

WHEREAS, Employee desires to continue employment as Judge of the City of Wilsonville;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. Compensation**

The text of Section 4 of the Agreement is hereby deleted and replaced with the following:

“Employee shall be paid on an hourly basis for all hours worked, as outlined above, at the rate of One Hundred Twenty-Five Dollars (\$125) per hour (“Salary”).”

**Section 2. All Other Terms**

All of the other terms and conditions of the Agreement shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement shall apply to this First Amendment.

Employee and the City hereby agree to all provisions of this First Amendment.

CITY OF WILSONVILLE

EMPLOYEE

By: \_\_\_\_\_

Julie Fitzgerald

As Its: Mayor

\_\_\_\_\_

Fred Weinhouse

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Guile-Hinman, City Attorney



## CITY COUNCIL MEETING STAFF REPORT

|   |  |   |  |
|---|--|---|--|
| <b>Meeting Date:</b> April 3, 2023  |  | <b>Subject: Resolution No. 3050</b><br>A Resolution of the City of Wilsonville Authorizing the City Manager to Execute an Intergovernmental Agreement on Broadband Services and Infrastructure Sharing Between the City of Wilsonville and the City of Sherwood.<br><br><b>Staff Member:</b> Andy Stone, IT Director<br><br><b>Department:</b> Information Technology |  |
| <b>Action Required</b>  |  | <b>Advisory Board/Commission Recommendation</b>   |  |
| <input checked="" type="checkbox"/> Motion<br><input type="checkbox"/> Public Hearing Date:<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date:<br><input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date:<br><input checked="" type="checkbox"/> Resolution<br><input type="checkbox"/> Information or Direction<br><input type="checkbox"/> Information Only<br><input type="checkbox"/> Council Direction<br><input checked="" type="checkbox"/> Consent Agenda |  | <input type="checkbox"/> Approval<br><input type="checkbox"/> Denial<br><input type="checkbox"/> None Forwarded<br><input type="checkbox"/> Not Applicable<br><br><b>Comments:</b> N/A  |  |
| <b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.   |  |   |  |
| <b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.   |  |   |  |
| <b>Project / Issue Relates To:</b>  |  |   |  |
| <input type="checkbox"/> Council Goals/Priorities:  | <input type="checkbox"/> Adopted Master Plan(s): | <input type="checkbox"/> Not Applicable   |  |

### ISSUE BEFORE COUNCIL:

Consideration of an Intergovernmental Agreement between the City of Sherwood and the City of Wilsonville for sharing fiber infrastructure.

**EXECUTIVE SUMMARY:**

In 2021 the City of Sherwood partnered with the City of Wilsonville to request American Rescue Plan Act (ARPA) funding to expand the broadband infrastructure within Sherwood and Wilsonville. With the support of Senator Thatcher and Representative Neron, the project was awarded an ARPA grant of \$1,665,000. The grant funds will be used for the expansion of fiber in Wilsonville. The additional fiber will be beneficial to the City, as it will substantially increase redundancy within the City's current fiber network.

The fiber project in Wilsonville will be managed by the City of Sherwood. This includes management of all design and construction contracts. Sherwood has a great deal of expertise in managing significant size regional fiber projects. Wilsonville staff has a long-standing relationship with Sherwood related to information technology and providing regional coordination to create connectivity for public entities.

In addition to the fiber project in Wilsonville, Sherwood will also provide Wilsonville with \$150,000 in grant funds to add WiFi services in Town Center and Murase parks. This is an important element to the City's desire to provide equitable access to information through the use of technology. The City receives requests from the public to have WiFi in these parks. Staff looks forward to offering this service as part of the project.

The IGA also allows Sherwood to install their own fiber cable using existing City owned conduit along Tooze Road, Boeckman Road, Garden Acres Road, and Kinsman Road. This is important to Sherwood because it allows them to create redundancy in their fiber network that accesses the Willamette River Water Treatment Plant.

The city attorneys for both cities have reviewed and approved the IGA. Upon adoption, the City of Sherwood intends to bid the project. The goal is complete the construction of the fiber in Wilsonville no later than June 2024.

**EXPECTED RESULTS:**

The project will strengthen the redundancy of Wilsonville's fiber network and provide WiFi in Town Center and Murase Parks.

**TIMELINE:**

Based on the schedule the project is expected to start construction in June of 2023.

**CURRENT YEAR BUDGET IMPACTS:**

Funding for this project is provided by ARPA. The City of Sherwood will receive the grant funds and manage the project, including all reporting requirements outlined in the grant.

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

**POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:**

The project will strengthen the redundancy of Wilsonville's fiber network and provide WiFi in Town Center and Murase Parks.

**ALTERNATIVES:**

Choose not to enter into the IGA and forgo improvements to the City's fiber infrastructure and WiFi access in City parks.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

A. Resolution No. 3050

1. Intergovernmental Agreement on Broadband Services and Infrastructure Sharing  
Between the City of Wilsonville and the City of Sherwood



**RESOLUTION NO. 3050****A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT ON BROADBAND SERVICES AND INFRASTRUCTURE SHARING BETWEEN THE CITY OF WILSONVILLE AND THE CITY OF SHERWOOD.**

WHEREAS, in 2021, the City of Sherwood ("Sherwood") partnered with the City of Wilsonville ("Wilsonville") to request American Rescue Plan Act ("ARPA") funding to expand the broadband infrastructure within Sherwood and Wilsonville; and

WHEREAS, Wilsonville and Sherwood received a grant award of \$1,665,000, and the grant funds will be used for the expansion of fiber in Wilsonville ("Fiber Project") and improving WiFi within the Town Center and Murase Parks ("WiFi Project"); and

WHEREAS, due to Sherwood's prior experience and expertise in managing fiber projects, Sherwood will manage the Fiber Project on behalf of Wilsonville; and

WHEREAS, the Fiber Project will allow for the installation of additional fiber to strengthen and create redundancies to build resilience in the parties' respective fiber infrastructure; and

WHEREAS, Wilsonville will manage the WiFi Project; and

WHEREAS, the WiFi Project represents an important element to the City's desire to provide equitable access to information through the use of technology; and

WHEREAS, the negotiated intergovernmental agreement attached hereto and incorporated by reference herein as **Exhibit 1**, memorializes the collaboration between, and services provided, by each party for the Fiber Project and WiFi Project.

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

Section 1. Findings. The above-recitals are incorporated as if fully set forth herein as findings of the City Council, along with the staff report accompanying this Resolution.

Section 2. The City Manager is hereby authorized to enter into an Intergovernmental Agreement on Broadband Services and Infrastructure Sharing Between the City of Wilsonville and the City of Sherwood, which agreement is substantially similar to **Exhibit 1**.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 3rd day of April, 2023, and filed with the Wilsonville City Recorder this date.

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JULIE FITZGERALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

1. Intergovernmental Agreement on Broadband Services and Infrastructure Sharing  
Between the City of Wilsonville and the City of Sherwood

## INTERGOVERNMENTAL AGREEMENT ON BROADBAND SERVICES AND INFRASTRUCTURE SHARING

This Intergovernmental Agreement (“IGA”) regarding broadband services and sharing broadband infrastructure is entered into by and between the **City of Sherwood**, a municipal corporation of the State of Oregon (“Sherwood”), and, the **City of Wilsonville**, a municipal corporation of the State of Oregon (“Wilsonville”) (individually, a “Party,” and collectively, the “Parties”) as of April \_\_\_\_, 2023 (“Effective Date”), pursuant to ORS 190.003 to 190.110, which allows units of government to enter into agreements for the performance of any or all functions and activities which such units have authority to perform.

### RECITALS

WHEREAS, Sherwood is a subrecipient of a federal grant totaling One Million Six Hundred Sixty-Five Thousand Dollars (\$1,665,000) (“Grant”), the purpose of which is to expand broadband infrastructure within Sherwood, Wilsonville, and southwest Washington County.

WHEREAS, the Parties have found many areas of mutual benefit in sharing broadband services and infrastructure; and

WHEREAS, intergovernmental cooperation between the Parties in sharing broadband services and infrastructure benefits the citizens and taxpayers of both Cities; and

WHEREAS, the Parties desire to formalize this practice of cooperation through an IGA;

NOW, THEREFORE, the Parties agree as follows:

### AGREEMENT

#### ARTICLE 1. Definitions

- 1.1. Fiber: A thin flexible glass core which optical light can be transmitted down for the purpose of data communications.
- 1.2. Fiber Project: For purposes of this IGA, the “Fiber Project” means the design and construction of fiber optic infrastructure in and near the City of Wilsonville to strengthen and build redundancy of the Parties’ fiber optic systems. The routes of the Fiber Project are provided in **Exhibit A** attached hereto and incorporated by reference herein.
- 1.3. Grant: For purposes of this IGA, Grant shall mean that certain grant agreement by and between the State of Oregon and the City of Sherwood attached hereto as **Exhibit B**.
- 1.4. Internet connection(s): A connection provided by an Internet Service Provider that enables individual computers or other hardware components, either individually or registered within a Local Area Network, to exchange Data over the public Internet.

- 1.5. **Internet Service:** A service provided using broadband technology to enable Internet access.
- 1.6. **Pair:** Two fiber optic strands.
- 1.7. **Splicing:** The process of physically joining two fiber optic cables together.
- 1.8. **Strand:** A single fiber optic cable.
- 1.9. **WiFi Project:** For purposes of this IGA, the “WiFi Project” means the work that will be managed by the City of Wilsonville to improve WiFi access in Wilsonville parks, as more particularly described in Section 2.2 herein.

## **ARTICLE 2. Services To Be Provided by Sherwood**

- 2.1. **Fiber Project.** Sherwood is responsible for all aspects of the Fiber Project, including, but not limited to, the following:
  - 2.1.1. Provide all project management and assistance in the construction of fiber expansion in Wilsonville for the Fiber Project in accordance with the Grant.
  - 2.1.2. Be responsible for all third-party contracting necessary to complete the Fiber Project. Sherwood will ensure that Wilsonville is named as a third-party beneficiary to all contracts where work is being performed on the behalf of, or for the benefit of, Wilsonville. Wilsonville will also be listed as an additional insured to all such contracts.
  - 2.1.3. Provide cable pulling labor and splicing to increase fiber availability and capacity where needed for the Fiber Project.
  - 2.1.4. Provide fifty percent (50%) of the fibers on any new fiber routes constructed in Wilsonville as part of the Fiber Project.
  - 2.1.5. Provide Wilsonville with two (2) fibers (one pair) that will connect Wilsonville to the City of Hillsboro’s fiber vault at or about the roundabout on Scholls Ferry Road.
  - 2.1.6. Provide up to three (3) one (1) gigabyte (“GB”) Internet connections.
  - 2.1.7. Provide splicing to Wilsonville as set forth in **Exhibit C** attached hereto and incorporated by reference herein.
- 2.2. **WiFi Project.** Sherwood will provide One Hundred Fifty Thousand Dollars (\$150,000) in Grant proceeds to Wilsonville for the purpose of improving WiFi access in Wilsonville parks, in accordance with Grant requirements. Sherwood will have no other WiFi Project responsibilities other than providing the Grant funding to Wilsonville. To the extent Grant requirements are met and funds remain available, Sherwood shall provide an additional Fifty Thousand Dollars (\$50,000) to Wilsonville in accordance with Grant requirements,

for a total not to exceed amount of Two Hundred Thousand Dollars (\$200,000), for the purpose of further improvements to WiFi access in Wilsonville parks.

### **ARTICLE 3. Services To Be Provided by Wilsonville**

- 3.1. Fiber Project. To aid in the completion of the Fiber Project and in consideration of Sherwood's services provided in Article 2, Wilsonville agrees to the following:
  - 3.1.1. Allow access to Wilsonville's vaults, as identified in **Exhibit A**, for Sherwood to complete the Fiber Project and so Sherwood may install its own fiber cable in Wilsonville-owned conduit along Tooze Road, Boeckman Road, Garden Acres Road, and Kinsman Road, as shown in red on the attached **Exhibit A**. Sherwood will obtain, if it has not already obtained, any and all required permits to conduct work within Wilsonville's right-of-way and any public utility easement areas.
  - 3.1.2. Provide Sherwood two (2) fibers (one pair) from the following locations as delineated on **Exhibit A**:
    - 3.1.2.1. Corner of Boeckman/Canyon Creek vault to Wilsonville City Hall;
    - 3.1.2.2. I-5 traffic cabinet at Wilsonville Road to Wilsonville City Hall;
    - 3.1.2.3. Wilsonville Water Treatment Plant to Wilsonville City Hall;
    - 3.1.2.4. Kinsman/Barber Street vault to Wilsonville City Hall; and
    - 3.1.2.5. Walking path vault along the walking path to Wilsonville City Hall.
  - 3.1.3. Provide Sherwood four (4) fibers (two pair) from the following location as delineated on **Exhibit A**:
    - 3.1.3.1. Walking path vault along the walking path to the Kinsman/Barber Road vault.
  - 3.1.4. Allow Sherwood access to the Wilsonville-provided fibers reasonably related to the Fiber Project at existing splice cases and slack loops within the boundaries or jurisdiction of Wilsonville, upon prior written consent of Wilsonville, which consent will not be unreasonably withheld.
- 3.2. WiFi Project. Provide all necessary project, financial, and information necessary to comply with the Grant reporting requirements.

### **ARTICLE 4. Consideration**

- 4.1. The services described in **Articles 2 and 3** above shall be provided at no cash cost, outside of the Grant funds. Neither Party may charge any fees to the other in connection with the items provided under **Articles 2 and 3** of this IGA. This includes, but is not limited to, franchise fees, utility fees, usage fees, right of way fees, or other fees that may

be levied by the Parties. The Parties agree that the exchange of services described in Articles 2 and 3 represent the true and actual consideration.

#### **ARTICLE 5. Term, Amendment, Assignment, and Severability**

- 5.1. The term of this IGA (the “Term”) shall be for ten (10) years, beginning upon the Effective Date.
- 5.2. Termination (prior to the expiration of the Term) or amendment of this IGA, or parts thereof, requires the written consent of the governing bodies of both Parties.
- 5.3. Either Party may transfer, convey, or assign its rights and responsibilities under this IGA without the consent of the other Party, provided that the assignee will execute an agreement covenanting and agreeing that it will fully perform, without change or additional costs, the responsibilities of the assignor and compliance with the Grant requirements, if any.
- 5.4. If any part of this IGA is invalidated by a court of competent jurisdiction, all remaining parts of the IGA shall be severed from the invalid parts and shall remain in full force and effect.

#### **ARTICLE 6. Maintenance and Work on Fiber and Infrastructure**

- 6.1. Sherwood shall be responsible for maintenance of the fiber and infrastructure that is either owned or leased by Sherwood. If the fiber or infrastructure is damaged, or requires relocation or replacement, Sherwood shall be responsible for those costs, unless the Parties mutually arrange a different funding agreement.
- 6.2. Wilsonville shall be responsible for maintenance of the fiber and infrastructure either owned or leased by Wilsonville. If the fiber or infrastructure is damaged, or requires relocation or replacement, Wilsonville shall be responsible for those costs, unless the Parties mutually arrange a different funding agreement.
- 6.3. Maintenance, repairs, or relocation will be done in a timely fashion in accordance with industry standards. Neither Party is liable for cost or penalty to the other. Downtime is to be limited as much as practical and in accordance with communication industry practice.
- 6.4. For purposes of this Article 6, ownership shall be determined by the specific conduits as delineated within **Exhibit A**, and not the cables within.

#### **ARTICLE 7. Underlying Rights**

- 7.1. Each Party has obtained certain rights of way and building access rights for construction and operation of their respective Sherwood Network and Wilsonville Network (the “Underlying Rights”). This IGA is subject to the terms and limitations of the Underlying Rights, and subject to the terms under which the right of way and other property interests are owned or held by the grantor of the Underlying Rights, including, but not limited to, covenants, conditions, restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to the rights of tenants

and licensees in possession. Nothing herein shall be construed as to be a representation, warranty, or covenant of either Party's right, title, or interest with respect to the right of ways or the Underlying Rights.

- 7.2. The Parties agree to use the fiber and infrastructure for which they have usage rights under this IGA only in a manner consistent with the Underlying Rights and all applicable laws, and further agree that each Party's rights shall in all respects be subject to the terms and conditions of the Underlying Rights. The Parties agree not to cause or allow to be caused any default under the Underlying Rights.

## **ARTICLE 8. Use of the Fiber**

The Parties shall not use the fiber and infrastructure for which they have acquired usage rights under this IGA in a way that interferes in any way with or adversely affects the use of the fibers or infrastructure of any other person using the Sherwood Network or the Wilsonville Network. The Parties acknowledge that the Sherwood Network and the Wilsonville Network may include other participants and users of telecommunication systems. Wilsonville is prohibited from leasing to a private for-profit entity the fibers described in Section 2.1.5. Sherwood is prohibited from leasing to a private for-profit entity the fibers described in Sections 3.1.2 and 3.1.3.

## **ARTICLE 9. Notices**

All notices and other communications required or permitted under this IGA shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service or overnight mail) addressed as follows:

To Sherwood:           City of Sherwood  
Attn: Brad Crawford  
22560 SW Pine Street  
Sherwood, OR 97140  
Telephone: 503.625.4203

To Wilsonville:       City of Wilsonville  
Attn: Andy Stone, IT Director  
29799 SW Town Center Loop E  
Wilsonville, OR 97070  
Telephone: 503.570.1532

In addition, the Parties may provide notice of the availability or interruption of the services or a planned maintenance by electronic delivery at all of the following email addresses:

To Sherwood:           crawfordb@sherwoodoregon.gov

To Wilsonville:       astone@ci.wilsonville.or.us

In the case of an emergency, either Party may notify the other Party either through the email addresses set forth above, or at the telephone numbers provided above. Any such notice or other communication



shall be deemed to be effective when actually received or refused. Either Party may, by similar notice, change the address to which future notices or other communications shall be sent.

#### **ARTICLE 10. Indemnification**

To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, each Party shall defend, indemnify, and hold harmless the other Party and its elected officials, officers, agents, volunteers, and employees against any and all liability, settlements, loss, damage, costs, and expenses arising from or in connection with any action, suit, demand, or claim resulting or allegedly resulting from the indemnifying Party's and/or the indemnifying Party's elected officials', officers', agents', volunteers', and employees' acts, omissions, activities, or services in the course of performing this IGA. A Party's activities are deemed to include those of its subcontractors. This section will survive the termination or revocation of this IGA, regardless of cause.

IN WITNESS HEREOF, the Parties hereto agree to the foregoing.

CITY OF SHERWOOD

CITY OF WILSONVILLE

By: \_\_\_\_\_  
Tim Rosener  
As Its: Mayor

By: \_\_\_\_\_  
Bryan Cosgrove  
As Its: City Manager

ATTESTED:

ATTESTED:

\_\_\_\_\_  
Sylvia Murphy, City Recorder  
City of Sherwood

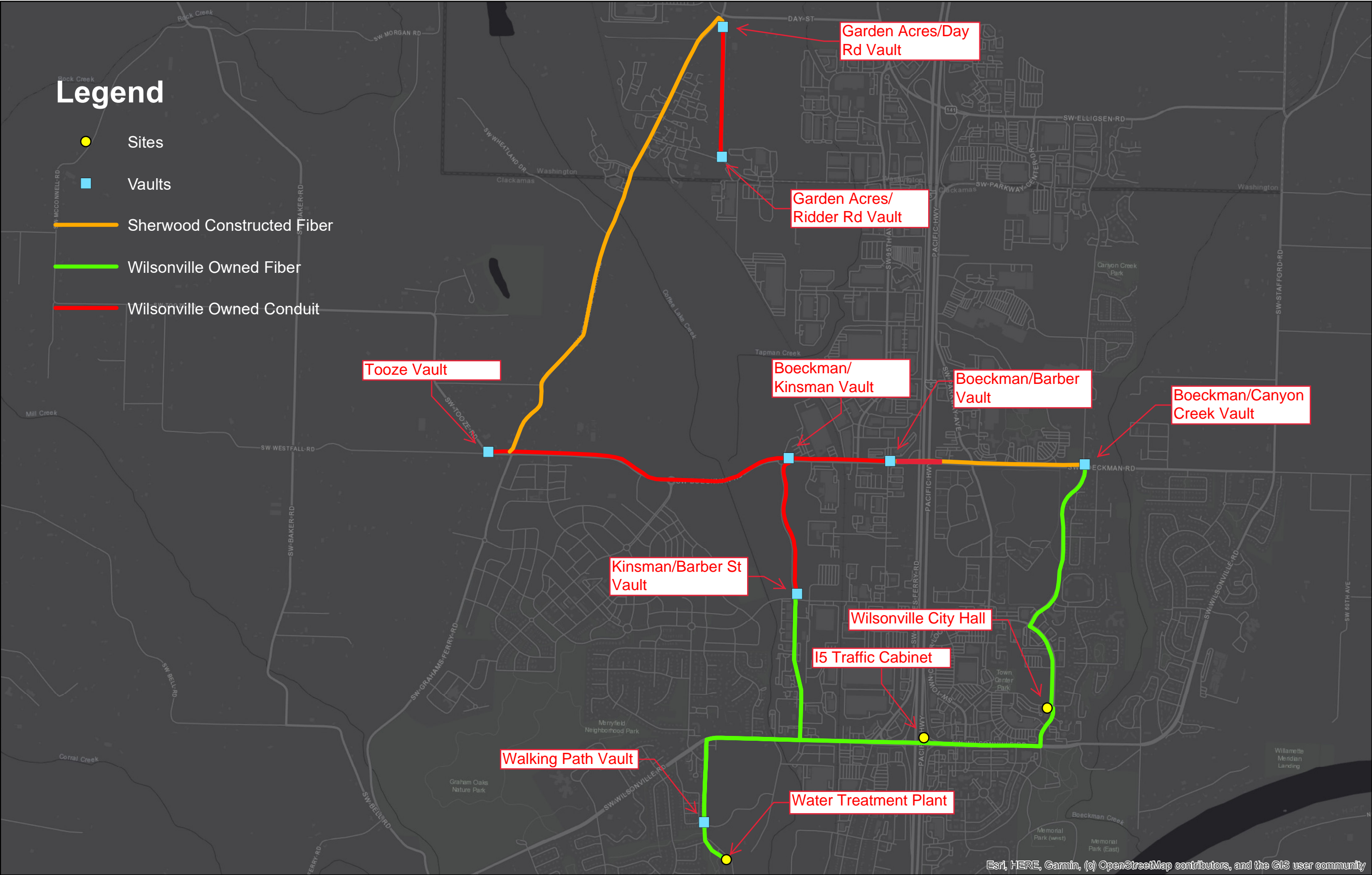
\_\_\_\_\_  
Kim Veliz, City Recorder  
City of Wilsonville

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Adams, City Attorney  
City of Sherwood

\_\_\_\_\_  
Amanda Guile-Hinman, City Attorney  
City of Wilsonville



## CORONAVIRUS STATE FISCAL RECOVERY FUND GRANT AGREEMENT

Contract Number: 8106

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Department of Administrative Services (“DAS”), and City of Sherwood (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Contract shall expire **October 1, 2024**.

This Contract includes Exhibit A - Contact Information, Use of Funds/Project Description and Reporting Requirements, Exhibit B – Subcontract Insurance Requirements and Exhibit C - Federal Award Identification.

Pursuant to Oregon Laws 2021, chapter 669, section 74, DAS is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802) for the purpose of Sherwood/Wilsonville Broadband Infrastructure Expansion as more particularly described in Exhibit A.

### SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$1,665,000.00.

**Completion Deadline:** June 30, 2024.

### SECTION 2 - FINANCIAL ASSISTANCE

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as DAS may reasonably require.

### SECTION 3 - DISBURSEMENT

- A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.
- B. Financing Availability. DAS’s obligation to make, and Recipient’s right to request disbursement under this Contract terminate on the Completion Deadline.
- C. Conditions to Disbursements. DAS has no obligation to disburse Grant funds unless:
  - (1) DAS has sufficient funds currently available for this Contract; and
  - (2) DAS has received appropriations, limitations, allotments or other expenditure authority sufficient to allow DAS, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.

## SECTION 4 - USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant for the Sherwood/Wilsonville Broadband Infrastructure Expansion (the "Project"). Recipient may only use Grant funds to cover Project costs incurred during the period beginning March 3, 2021, and ending on the Completion Deadline ("Eligible Costs"). Recipient must disburse the entire Grant Amount on Eligible Costs no later than the Completion Deadline.

## SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS as follows:

A. Organization and Authority.

- (1) Recipient is a public body validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Coronavirus State Fiscal Recovery Fund. Recipient will comply with the terms, conditions and requirements of the federal Coronavirus State Fiscal Recovery Fund (codified at 42 U.S.C. 802) from which the Grant is funded, including all implementing regulations (31 CFR 35.1 *et seq.*) and other guidance promulgated by the U.S. Department of the Treasury (collectively, the "CSFRF").

C. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

## SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.

**B. Compliance with Laws.**

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

**C. Federal Audit Requirements.** The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.

- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to DAS a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to DAS the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
- (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
- (3) Recipient shall save, protect and hold harmless DAS from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (4) Recipient is authorized to use the Grant to pay itself for those administrative costs that are eligible costs under the CSFRF to implement the Project. DAS's approval of Recipient's administrative costs does not preclude the State of Oregon from later recovering costs from Recipient if the U.S. Department of the Treasury disallows certain costs after an audit.

**D. System for Award Management.** Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

**E. Employee Whistleblower Protection.** Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

**F. Compliance with 2 CFR Part 200.** Recipient must comply with all applicable provision of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

**G. Federal Funds.** DAS's payments to Recipient under this Grant will be paid by funds received by DAS from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.

- H. Insurance. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers, insuring against liability, in the coverages and amounts described in Exhibit B.
- I. Return of Undisbursed Grant Funds. Recipient must return to DAS any Grant funds not disbursed by the Completion Deadline.
- J. Financial Records. Recipient will cooperate with DAS to provide all necessary financial information and records to comply with CSFRF reporting requirements, as well as provide DAS the reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after the Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.
- K. Inspection. Recipient shall permit DAS, and any party designated by DAS, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Contract. Recipient shall supply any Contract-related information as DAS may reasonably require.
- L. Notice of Event of Default. Recipient shall give DAS prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M. Contribution and Recipient Subcontracts.

(1) Contribution.

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

(ii) With respect to a Third-Party Claim for which DAS is jointly liable with Recipient (or would be if joined in the Third-Party Claim), DAS shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of DAS on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DAS on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DAS's contribution amount in any



instance is capped to the same extent it would have been capped under Oregon law if DAS had sole liability in the proceeding.

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

(2) Recipient Subcontracts. Recipient may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.

(i) Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

(ii) Recipient shall require its first-tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance of the types and in the amounts specified in Exhibit B and meeting the requirements under ADDITIONAL INSURED, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under its Subcontracts, and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

#### N. Representations and Covenants Regarding Prevailing Wage.



- (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state “PWR”), or, if applicable, 40 U.S.C. 3141 et seq. (federal “Davis-Bacon Act”). If applicable, Recipient shall:
- a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
  - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and
  - c) unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
    - i. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
    - ii. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
    - iii. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
    - iv. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- (2) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (3) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

## SECTION 7 - DEFAULT

- A. **Recipient Default.** Any of the following constitutes an “Event of Default” of Recipient:
- (1) **Misleading Statement.** Any materially false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
  - (2) **Failure to Perform.** Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- B. **DAS Default.** DAS will be in default under this Contract if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract.

## SECTION 8 - REMEDIES

- A. **DAS Remedies.** Upon the occurrence of an Event of Default, DAS may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of DAS’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from DAS. If, as a result of an Event of Default, DAS demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon DAS’s demand. DAS may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. DAS reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. **Recipient Remedies.** In the event of default by DAS, Recipient’s sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims DAS has against Recipient.

## SECTION 9 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, DAS may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If DAS anticipates a shortfall in applicable revenues or DAS fails to receive sufficient funding, appropriations or other expenditure authorizations to allow DAS, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

## SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of DAS to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of DAS.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

- H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third-Party Beneficiaries. DAS and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 6 (excepting 6.H, Insurance), 7, 8, 10.B, 10.C, 10.L and 10.M.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DAS by its attorneys.
- M. Public Records. DAS's obligations under this Contract are subject to the Oregon Public Records Laws.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Department of Administrative Services

**CITY OF SHERWOOD**

By: \_\_\_\_\_

George Naughton  
DAS Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Representative Signature

Kenny D. Campbell City Manager  
Authorized Representative Name and Title

Date: \_\_\_\_\_

6/9/22

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

s/ Samuel B. Zeigler 2/24/2022  
Samuel B. Zeigler, Senior Assistant Attorney General

**EXHIBIT A****CONTACT INFORMATION, USE OF FUNDS/ PROJECT DESCRIPTION AND REPORTING REQUIREMENTS****Contact Information:****DAS**

State of Oregon, acting by and through its  
 Department of Administrative Services  
 155 Cottage St. NE  
 Salem, OR 97301-3966

**Contract Administrator:** Stephanie Tyrer

**Telephone:** 971-374-3308

**Email:** statefiscal.recoveryfund@das.oregon.gov

**Recipient**

City of Sherwood

22560 SW Pine St  
 Sherwood, OR 97140

**Contact:** Brad Crawford

**Telephone:** 503 625-4203

**Email:** crawfordb@sherwoodoregon.gov

**Use of Funds/ Project Description:**

The Recipient shall extend fiber optic backbone and broadband services through southwest Washington County and the City of Wilsonville.

**Reporting Requirements:****Schedule**

| Report Name              | Frequency | Due Dates  |
|--------------------------|-----------|--|
| Project Performance Plan | One-Time  | 45 days after the Effective Date   |
| Quarterly Report         | Quarterly | April 15 <sup>th</sup> , July 15 <sup>th</sup> , October 15 <sup>th</sup> , January 15 <sup>th</sup> |
| Annual Report            | Annually  | July 15 <sup>th</sup>  |

**Project Performance Plan**

Recipient shall submit to DAS, using a template and instructions provided by DAS, the following information in the Project Performance Plan:

1. Problem Statement
2. Goal
3. Rationales
4. Assumptions
5. Resources
6. Activities
7. Outputs
8. Short-Term Outcomes
9. Intermediate Outcomes
10. Long-Term Outcomes

## Quarterly Reports

Recipient shall submit Quarterly Reports to DAS which shall include such information as is necessary for DAS to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports shall be submitted using a template provided by DAS that includes the following information:

1. Expenditure Report
  - a) Quarterly Obligation Amount
  - b) Quarterly Expenditure Amount
  - c) Projects
  - d) Primary Location of Project Performance
  - e) Detailed Expenditures (categories to be provided by DAS)
2. Project Status Update
  - a) Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
  - b) Progress since last update including project outputs and achieved outcomes.
  - c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
  - d) Optional: Share with DAS community outreach/engagement or other positive local news stories.

## Annual Reports

Recipient shall submit to DAS a report annually on the following, as applicable, using a template provided by DAS:

1. How the Project is Promoting Equitable Outcomes, if applicable
2. How the Project is Engaging with the Community, if applicable

## Administrative Costs

Recipient shall also deliver to DAS no later than July 15, 2024, an accounting of all of its direct administrative costs paid by this Grant accompanied by a certification statement that all such costs comply with the CSFRF. Grant funds may not be used to pay for any costs incurred after the Completion Deadline. For any unexpended Grant funds that were allocated for administrative costs as provided in the not-to-exceed amount above, DAS will direct Recipient on how to return or expend any such funds.

## EXHIBIT B – SUBCONTRACT INSURANCE REQUIREMENTS

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit B before performing under this Contract and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

### WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state’s workers’ compensation law, Contractor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, each Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

### COMMERCIAL GENERAL LIABILITY:

☒ **Required**    ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

### AUTOMOBILE LIABILITY INSURANCE:

☒ **Required**    ☐ **Not required**

Automobile Liability Insurance covering each Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

#### **A. Automobile Liability Broadened Pollution Liability Coverage Endorsement**

If a Contractor is transporting any type of **hazardous materials** to implement the Project, then endorsements CA 99 48 or equivalent and MSC-90 (if the Contractor is a regulated motor carrier) are required on the Automobile Liability insurance coverage.



**PROFESSIONAL LIABILITY:**

☒ Required ☐ Not required

**Professional Liability** covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by Contractor and the Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide continuous claims made coverage as stated below.

**POLLUTION LIABILITY:**

☒ Required ☐ Not required

Pollution Liability Insurance covering each Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by the Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$1,000,000\_. Annual aggregate limit shall not be less than \$2,000,000.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering the Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by the Contractor is also acceptable.

**EXCESS/UMBRELLA INSURANCE**

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the DAS or State of Oregon by virtue of the payment of any loss. Each Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DAS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then the Contractor shall maintain continuous claims made liability coverage,

provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of:

- (i) The Contractor's completion and DAS's acceptance of all Services required under the Contract, or
- (i) DAS or Recipient termination of this Contract, or
- (ii) The expiration of all warranty periods provided under this Contract.

#### **CERTIFICATE(S) AND PROOF OF INSURANCE:**

Upon request, each Contractor shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

#### **NOTICE OF CHANGE OR CANCELLATION:**

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

#### **INSURANCE REQUIREMENT REVIEW:**

Recipient agrees to periodic review of insurance requirements by DAS under this Contract and to provide updated requirements as mutually agreed upon by Recipient and DAS.

#### **STATE ACCEPTANCE:**

All insurance providers are subject to DAS acceptance. If requested by DAS, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DAS's representatives responsible for verification of the insurance coverages required under this Exhibit B.

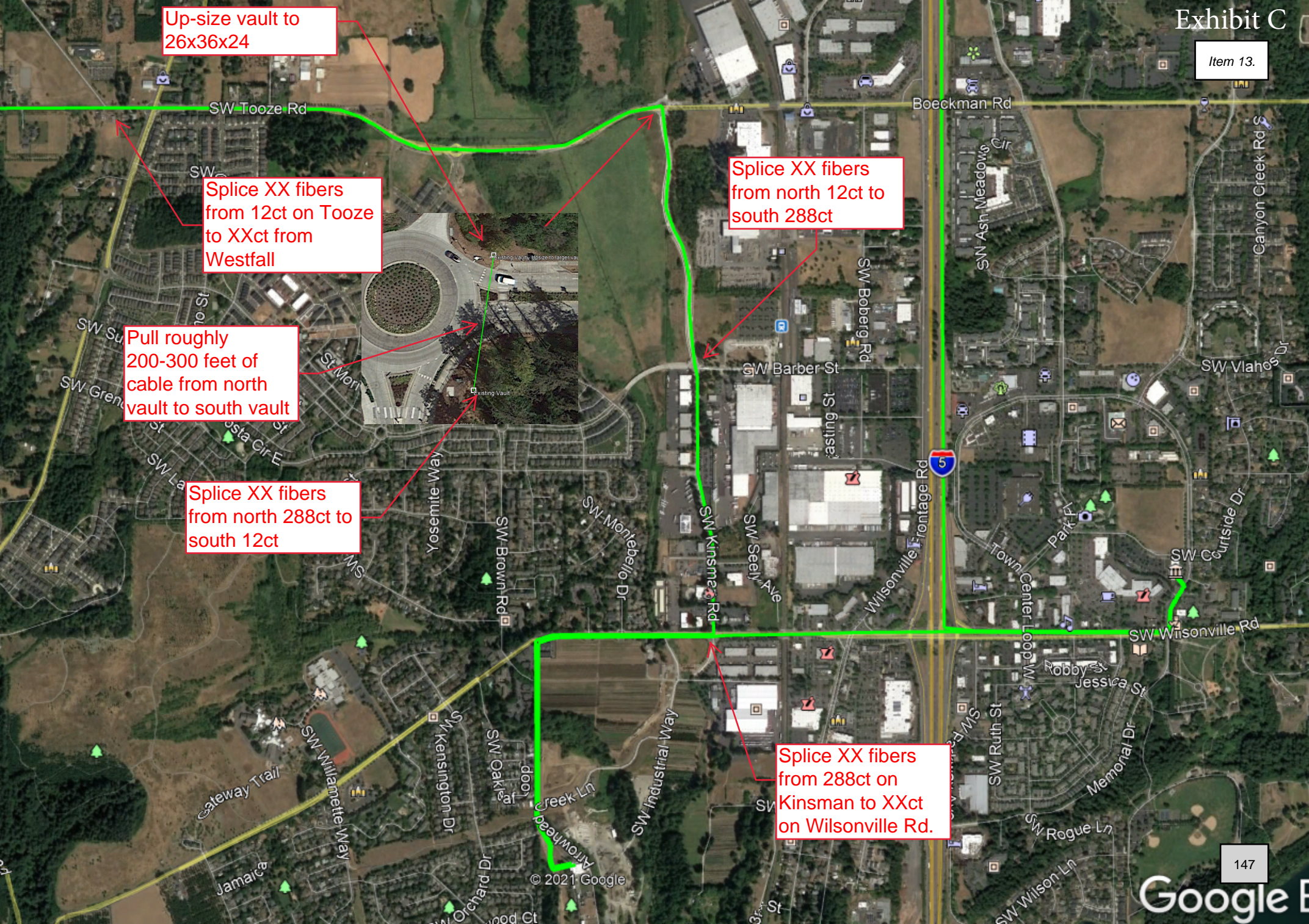
**EXHIBIT C**  
**FEDERAL AWARD IDENTIFICATION**  
**(REQUIRED BY 2 CFR 200.332(A)(1))**

|  |  |
|--|--|
| (i) Subrecipient* Name:<br><i>(must match name associated with UEI)</i>  | City of Sherwood   |
| (ii) Subrecipient's Unique Entity Identifier (UEI):  | 055329502 (DUNS)   |
| (iii) Federal Award Identification Number (FAIN):  | SLFRP4454  |
| (iv) Federal award date:<br><i>(date of award to DAS by federal agency)</i>  | July 23, 2021  |
| (v) Grant period of performance start and end dates:   | Start: March 3, 2021<br>End: June 30, 2024   |
| (vi) Grant budget period start and end dates:  | Start: March 3, 2021<br>End: June 30, 2024   |
| (vii) Amount of federal funds obligated by this Grant:   | \$1,665,000.00   |
| (viii) Total amount of federal funds obligated to Subrecipient by pass-through entity, including this Grant:   | \$   |
| (ix) Total amount of the federal award committed to Subrecipient by pass-through entity**:<br><i>(amount of federal funds from this FAIN committed to Recipient)</i> | \$1,665,000.00   |
| (x) Federal award project description:   | Coronavirus State Fiscal Recovery Fund   |
| (xi) a. Federal awarding agency:   | U.S. Department of the Treasury  |
| b. Name of pass-through entity:  | Oregon Department of Administrative Services   |
| c. Contact information for awarding official of pass-through entity:   | Stephanie Tyrer, COVID Fiscal Relief Mgr.<br>statefiscal.recoveryfund@das.oregon.gov                     |
| (xii) Assistance listings number, title and amount:  | Number: 21.027<br>Title: Coronavirus State and Local Fiscal Recovery Funds<br>Amount: \$2,648,024,988.20 |
| (xiii) Is award research and development?  | Yes <input type="checkbox"/><br>No <input checked="" type="checkbox"/>                                   |
| (xiv) a. Indirect cost rate for the federal award:   |  |
| b. Is the 10% de minimis rate being used per 2 CFR § 200.414?  | Yes <input checked="" type="checkbox"/><br>No <input type="checkbox"/>                                   |

\* For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to DAS.

\*\* The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.









## CITY COUNCIL MEETING STAFF REPORT

|   |  |  |  |
|---|--|--|--|
| <b>Meeting Date:</b> April 3, 2023  |  | <b>Subject: Resolution No. 3052</b><br>Endorsing the Wilsonville/SMART Regional Transportation Plan Project List and Authorizing the Mayor to Sign a Letter to Metro Stating as such<br><br><b>Staff Member:</b> Zach Weigel, P.E. City Engineer & Kelsey Lewis, Grants and Programs Manager<br><br><b>Department:</b> Community Development & SMART |  |
| <b>Action Required</b>  |  | <b>Advisory Board/Commission Recommendation</b>  |  |
| <input checked="" type="checkbox"/> Motion<br><input type="checkbox"/> Public Hearing Date:<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date:<br><input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date:<br><input checked="" type="checkbox"/> Resolution<br><input type="checkbox"/> Information or Direction<br><input type="checkbox"/> Information Only<br><input type="checkbox"/> Council Direction<br><input checked="" type="checkbox"/> Consent Agenda |  | <input type="checkbox"/> Approval<br><input type="checkbox"/> Denial<br><input type="checkbox"/> None Forwarded<br><input type="checkbox"/> Not Applicable<br><br><b>Comments:</b> N/A   |  |
| <b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.   |  |  |  |
| <b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.   |  |  |  |
| <b>Project / Issue Relates To:</b>  |  |  |  |
| <input checked="" type="checkbox"/> Council Goals/Priorities:<br>Increase mobility for all in Wilsonville   | <input checked="" type="checkbox"/> Adopted Master Plan(s):<br>Transportation System Plan<br>Transit Master Plan | <input type="checkbox"/> Not Applicable  |  |

### ISSUE BEFORE COUNCIL:

A City of Wilsonville resolution endorsing the Wilsonville/SMART Regional Transportation Plan project list and authorizing the Mayor to sign a letter to Metro stating that the Wilsonville City Council endorses Wilsonville's said list.

## EXECUTIVE SUMMARY:

Metro is in the process of updating the Regional Transportation Plan (RTP), a blueprint that guides investments for all forms of travel, including driving, transit, biking and walking, and the movement of goods and services throughout the Portland Metro region. The RTP is updated every five years, identifying urgent and long-term transportation needs, investments to meet those needs, and funds the region expects to have available over the next 20 years.

The RTP consists of:

- A long-term vision for the region's transportation system
- Goals and performance targets that describe the outcomes the region want to achieve and indicators to measure progress
- Policies that guide decisions and actions in pursuit of the vision and goals
- A financial plan that identifies how the region will pay for investments
- An investment strategy that includes major local, regional, and state transportation investment priorities.

Each agency with Metro submits transportation projects to include in the RTP in coordination with the county. The county coordinating committee is the endorsing body for the all RTP projects within the county. Submitted projects must be at least \$2 million, be included as part of an adopted Master Plan, and located on identified regional networks, generally consisting of collector and arterial roadways, regional trail systems, and town centers. Projects must also meet regional goals related to safety, equity, climate, mobility, and economy. In order to qualify for federal and some state funding, projects must be included in the RTP.

In addition to projects, each agency submits transportation and transit funding projections to Metro as part of the RTP update. This financial information is used to develop cost targets for each county, representing the amount of transportation funding available county-wide. Submitted project lists are organized by priority to fit within the cost targets for three time periods:

- Highest Priority (2023-2030 Constrained Project List)
- High Priority (2031-2045 Constrained Project List)
- Additional Priority (2031-2045 Strategic Project List)

New to the 2023 RTP update is a requirement that agencies submit a letter of endorsement from the governing body indicating support for agency projects submitted for inclusion in the RTP. Council authorization is required for the Mayor to sign a letter (**Exhibit A**) endorsing the Wilsonville / SMART RTP project list (**Exhibit B**).

## EXPECTED RESULTS:

Council endorsement of the Wilsonville/SMART Regional Transportation Plan projects will help the region create a coordinated 23-year regional transportation priority list and qualify submitted Wilsonville / SMART projects for federal and state funding.

**TIMELINE:**

County coordinating committee project submission, including Wilsonville projects, was due on February 17, 2023. The Washington County Coordinating Committee approved the Washington County project list, including Wilsonville's projects, on February 13, 2023. The Clackamas County Coordinating Committee was granted an extension and approved the Clackamas County project list, including Wilsonville's projects, on March 2, 2023.

Agency letter of endorsement is required by May 24, 2023. Metro will prepare and post a draft RTP and project list for public comment on July 10, 2023. Metro Council final action on the RTP is anticipated on November 30, 2023.

**CURRENT YEAR BUDGET IMPACTS:**

There are no current year budget impacts as a result of Council endorsement of the Wilsonville / SMART RTP project list and authorization of the Mayor to sign a letter to Metro stating that the Wilsonville City Council endorses Wilsonville's said list. Council endorsement of the Wilsonville / SMART RTP project list will make the projects eligible to qualify for federal and some state funding.

**COMMUNITY INVOLVEMENT PROCESS:**

All Wilsonville / SMART RTP projects are identified as priority transportation / transit projects in the Transportation System Plan, Frog Pond East and South Master Plan, and Transit Master Plan. Development of each master plan included an extensive community involvement process, helping to identify the Wilsonville / SMART transportation priorities.

A draft Regional Transportation Plan (RTP), including the project lists, will begin a 45-day public comment period on July 10, 2023, including a public hearing, online comment opportunity, and other planned activities. Refinement of the RTP based on public feedback will occur in September 2023.

**POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:**

Council endorsement of the Wilsonville / SMART RTP project will allow the region to coordinate and prioritize transportation system improvements, working toward the region's vision of safe, reliable, affordable, efficient, and climate-friendly travel options that allow people to choose to drive less and support equitable, resilient, healthy and economically vibrant communities and region. Additionally, projects in the RTP are eligible to receive federal and state funding, helping to reduce the burden of the limited, local funding available for priority transportation and transit projects.

**ALTERNATIVES:**

Council could direct staff to move projects up in priority between the three RTP categories, 2023-2030 Constrained, 2031-2045 Constrained, and 2031-2045 Strategic, but would require projects of equal value to be reduced in priority to meet the established cost targets for each category. Likewise, Council could direct staff to add a project to the RTP, but similarly a project of equal value would have to be removed from the RTP project list.



**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3052
  - A. Letter of Endorsement for Wilsonville / SMART 2023 Regional Transportation Plan Project List
  - B. Wilsonville / SMART Regional Transportation Plan Project List

## RESOLUTION NO. 3052

### A RESOLUTION OF THE CITY OF WILSONVILLE ENDORSING THE WILSONVILLE / SMART REGIONAL TRANSPORTATION PLAN PROJECT LIST AND AUTHORIZING THE MAYOR TO SIGN A LETTER TO METRO STATING AS SUCH.

WHEREAS, Metro is updating the Regional Transportation Plan (RTP) for 2023 to create a coordinated and prioritized transportation system, including driving, transit, biking, and walking, and is requesting transportation and transit agencies submit a list of projects for inclusion in the RTP update; and

WHEREAS, Wilsonville RTP transportation projects (**Exhibit B**) are priorities identified as part of the Transportation System Plan and Frog Pond East & South Master Plan; and

WHEREAS, SMART RTP transit projects (**Exhibit B**) are priorities identified as part of the Transit Master Plan; and

WHEREAS, the Wilsonville / SMART RTP projects meet regional goals related to safety, equity, climate, mobility, and economy; and

WHEREAS, Wilsonville and SMART assesses, collects, and receives funds to pay for transportation and transit projects, including but not limited to street maintenance utility fee, vehicle registration fee, transportation system development charges, urban renewal tax increment, gas tax, property tax, payroll tax, federal and state funding; and

WHEREAS, Washington County Coordinating Committee approved the RTP project list, including Wilsonville's projects, on February 13, 2023; and

WHEREAS, Clackamas County Coordinating Committee approved the RTP project list, including Wilsonville's projects, on March 2, 2023; and

WHEREAS, a letter from the governing body endorsing the agency's list of recommended projects is required for nominated projects to be included in the RTP update.

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

Section 1. The City Council endorses the City of Wilsonville / SMART transportation and transit project list for inclusion in the 2023 Regional Transportation Plan, which is substantially similar to **Exhibit B** attached hereto.

Section 2. The City Council authorizes the Mayor to sign a letter to Metro stating the City Council endorses the City of Wilsonville / SMART transportation and transit project list for inclusion in the 2023 Regional Transportation Plan, which is substantially similar to **Exhibit A** attached hereto.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 3rd day of April, 2023, and filed with the Wilsonville City Recorder this date.

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JULIE FITZGERALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBITS:

- A. Letter of Endorsement for Wilsonville / SMART 2023 Regional Transportation Plan Project List
- B. Wilsonville / SMART Regional Transportation Plan Project List



April 3, 2023

Council President Lynn Peterson  
Metro  
600 NE Grand Ave  
Portland, OR 97232  
By Email: [lynn.peterson@oregonmetro.gov](mailto:lynn.peterson@oregonmetro.gov)

**Re: Letter of Endorsement for the Wilsonville and SMART 2023 Regional Transportation Plan Project List**

Dear Metro Council President Peterson,

Wilsonville City Council have approved Resolution No. 3052, endorsing the attached list of 40 Wilsonville transportation and SMART transit projects for inclusion within the 2023 Regional Transportation Plan (RTP) as attached. These projects will help to advance the 2023 RTP vision of safe, reliable, affordable, efficient, and climate-friendly travel options that allow people to choose to drive less and support equitable, resilient, healthy and economically vibrant communities.

Should you have any questions or require additional information, please do not hesitate to contact Zach Weigel, City Engineer, via email at [weigel@ci.wilsonville.or.us](mailto:weigel@ci.wilsonville.or.us) or by phone at (503) 570-1565 with any questions.

Sincerely,

Julie Fitzgerald  
Mayor of Wilsonville

Encl: Wilsonville & SMART 2023 Regional Transportation Plan Projects List

| RTP Investment Category                    | County            | Nominating Agency | Primary Facility Owner | RTP ID | Project Name   | Start Location         | End Location          | Description  | Base Estimated Cost (2023 dollars) | Year of Expenditure Cost |
|--|-------------------|-------------------|------------------------|--------|--|------------------------|-----------------------|--|------------------------------------|--------------------------|
| 2023 to 2030 Fiscally Constrained Projects |                   |                   |                        |        |  |                        |                       |  |                                    |                          |
| Roadways                                   | Clackamas County  | Wilsonville       | Wilsonville            | 10156  | Boeckman Rd. at Boeckman Creek   | Canyon Creek Rd. N     | Stafford Rd.          | Widen Boeckman Road to 3 lanes with bike lanes, sidewalks and connections to regional trail system and install bridge. The road has had a serious injury. A vertical curve has limited sight distance causing reduces emergency response times. The installation of buffered bike lane and complete sidewalks will remove conflicts that exist on the current two lane road. | \$17,108,000                       | \$19,500,000             |
| Roadways                                   | Clackamas County  | Wilsonville       | Wilsonville            | 11773  | Stafford Road Urban Upgrade  | Kahle Road             | Boeckman Road         | Widen road to 3 lane section with sidewalks and buffered bike lanes which will remove pedestrians from the vehicle travel lane. The project also adds a roundabout at intersections with Kahle Road and Brisband Street to improve safety. The project or a portion of the project is outside the designated urban growth boundary.  | \$14,800,000                       | \$16,800,000             |
| Active Transportation Pedestrian/Bicycle   | Clackamas County  | Wilsonville       | Wilsonville            | 11554  | I-5 Walking and Biking Bridge  | Boones Ferry Rd.       | Town Center Loop Road | Construct bike/pedestrian bridge over I-5 to connect Town Center area with businesses and neighborhoods west of I-5.   | \$12,721,000                       | \$14,500,000             |
| Roadways                                   | Clackamas County  | Wilsonville       | Wilsonville            | 12196  | Park Place Extension - Wilsonville to Courtside: Complete Street                             | Wilsonville Road       | Courtside Drive       | Construct two lane extension of Park Place through Wilsonville Town Center with sidewalks, curb extensions, street trees, lighting, on-street parking and traffic signal at Wilsonville Road.  | \$5,700,000                        | \$6,400,000              |
| Roadways                                   | Clackamas County  | Wilsonville       | Wilsonville            | 12197  | Wilsonville Road Intersection Modifications - Town Center Loop West to Town Center Loop East | Town Center Loop West  | Town Center Loop East | Implement traffic management plan to improve traffic flow, add wider sidewalks and safer pedestrian crossings, and add bike lanes.   | \$2,900,000                        | \$3,200,000              |
| Active Transportation Pedestrian/Bicycle   | Clackamas County  | Wilsonville       | Wilsonville            | 11777  | French Prairie Drive Pathway   | Country View Lane      | Miley Road            | Construct 10 foot wide shared use path, removing bicycles and pedestrians from vehicle travel lane.  | \$2,100,000                        | \$2,300,000              |
| Roadways                                   | Clackamas County  | Wilsonville       | Wilsonville            | 11775  | Parkway Ave Urban Upgrade  | Target/Costco Entrance | Printer Parkway       | Widen to 3 lane section and add sidewalks and buffered bike lanes. The road is adjacent to I-5, which encourages higher speeds along this stretch of road. This project will create a left turn pocket for access to employment along with removing pedestrian traffic from the vehicle lane.  | \$7,000,000                        | \$8,000,000              |
| Roadways                                   | Clackamas County  | Wilsonville       | Wilsonville            | 12199  | Courtside Drive Extension - Town Center Loop West to Park Place: Complete Street             | Town Center Loop West  | Park Place            | Construct two lane extension of Courtside Drive through Wilsonville Town Center with sidewalks, curb extensions, street trees, lighting, and on-street parking.  | \$5,700,000                        | \$6,500,000              |
| Roadways                                   | Washington County | Wilsonville       | Wilsonville            | 10853  | Garden Acres Road Extension  | Day Road               | Ridder Road           | Construct three lane road extension with sidewalks and cycle track and reconstruct/reorient Day Road/Grahams Ferry Road/Garden Acres Road Intersection.  | \$20,000,000                       | \$22,800,000             |
| Total 2024 to 2030                         |                   |                   |                        |        |  |                        |                       |  | \$88,029,000                       | \$100,000,000            |

| RTP Investment Category                           | County            | Nominating Agency | Primary Facility Owner | RTP ID | Project Name  | Start Location                   | End Location         | Description   | Base Estimated Cost (2023 dollars) | Year of Expenditure Cost |
|---|-------------------|-------------------|------------------------|--------|---|----------------------------------|----------------------|---|------------------------------------|--------------------------|
| <b>2031 to 2045 Fiscally Constrained Projects</b> |                   |                   |                        |        |   |                                  |                      |   |                                    |                          |
| Active Transportation Pedestrian/Bicycle          | Clackamas County  | Wilsonville       | Wilsonville            | 10092  | Ice Age Tonquin Trail (Segments 1, 2, 3 and 4)                                | Washington/Clackamas County line | Boones Ferry Landing | Shared use path with some on-street portions consistent with Metro Ice Age Tonquin Trail Master Plan. The project or a portion of the project is outside the designated urban growth boundary.  | \$13,889,000                       | \$ 22,600,000,000        |
| Roadways  | Clackamas County  | Wilsonville       | Wilsonville            | 11776  | Printer Parkway Urban Upgrade   | Parkway Avenue                   | Canyon Creek Road    | Widen to 3 lane section at intersections and add sidewalks, bike lanes and multi-use path.  | \$5,040,000                        | \$ 8,200,000,000         |
| Roadways  | Clackamas County  | Wilsonville       | Wilsonville            | 12200  | Advance Road - Stafford to 60th: Complete Street                              | Stafford Road                    | 60th Avenue          | Widen to 3 lane section and add sidewalks and protected bike lanes. The project also adds a roundabout at the 60th Avenue intersection to improve safety.   | \$8,600,000                        | \$ 14,000,000,000        |
| Active Transportation Pedestrian/Bicycle          | Clackamas County  | Wilsonville       | Wilsonville            | 11555  | Boeckman Creek Trail  | Canyon Creek Park                | Memorial Park        | Construct multi-use trail along Boeckman Creek with connections to parks.   | \$3,164,000                        | \$ 5,100,000,000         |
| Active Transportation Pedestrian/Bicycle          | Clackamas County  | Wilsonville       | Wilsonville            | 10133  | French Prairie Bicycle/Pedestrian/Emergency Bridge                            | Boones Ferry Rd.                 | Butteville Rd..      | New bicycle/pedestrian/emergency vehicle only bridge crossing the Willamette River. The project or a portion of the project is outside the designated urban growth boundary.  | \$22,323,000                       | \$ 36,300,000,000        |
| Freight   | Clackamas County  | Wilsonville       | Wilsonville            | 11764  | Boones Ferry Road Extension   | Commerce Circle                  | Ridder Road          | Construct 3-lane section with bike lanes and sidewalk.  | \$2,940,000                        | \$ 4,800,000,000         |
| Active Transportation Pedestrian/Bicycle          | Clackamas County  | Wilsonville       | Wilsonville            | 12201  | Wilsonville Town Center Cycle Track - Town Center Loop West to Memorial Drive | Town Center Loop West            | Memorial Park        | Construct two-way cycle track through Wilsonville Town Center.  | \$2,400,000                        | \$ 3,800,000,000         |
| Roadways  | Washington County | Wilsonville       | ODOT                   | 11489  | Boones Ferry / I-5 off ramp improvements                                      | SB I-5 off ramp                  | Boones Ferry Rd      | Construct second right-turn lane.   | \$1,500,000                        | \$ 2,400,000,000         |
| Roadways  | Washington County | Wilsonville       | Wilsonville            | 11243  | Day Road Improvements   | Grahams Ferry Rd.                | Boones Ferry Rd.     | Widen street from 3 to 5 lanes with buffered bike lanes, sidewalks and street lighting. Improve structural integrity for increased freight traffic and provide congestion relief. Sidewalk infill and creation of Tonquin Trail multi-use path spur will reduce pedestrian and vehicle conflicts. Bike buffers will reduce bicycle and freight conflicts. | \$14,800,000                       | \$ 24,100,000,000        |
| Freight   | Washington County | Wilsonville       | Washington County      | 10588  | Grahams Ferry Road Improvements   | Day Road                         | Basalt Creek Parkway | Widen Grahams Ferry Road to 3 lanes, with protected bike lanes, sidewalks and transit facilities. Protected bike lanes will reduce bicycle and freight conflicts.   | \$18,500,000                       | \$ 30,100,000,000        |
| <b>Total 2031-2045</b>                            |                   |                   |                        |        |   |                                  |                      |   | <b>\$93,156,000</b>                | <b>\$151,400,000</b>     |

| RTP Investment Category                | County            | Nominating Agency | Primary Facility Owner | RTP ID | Project Name                               | Start Location       | End Location      | Description  | Base Estimated Cost (2023 dollars) | Year of Expenditure Cost |
|--|-------------------|-------------------|------------------------|--------|--|----------------------|-------------------|--|------------------------------------|--------------------------|
| <b>2031 to 2045 Strategic Projects</b> |                   |                   |                        |        |  |                      |                   |  |                                    |                          |
| Roadways                               | Clackamas County  | Wilsonville       | Wilsonville            | 10132  | Boeckman Rd./I-5 Overcrossing Improvements | Boberg Rd.           | Parkway Ave.      | Widen Boeckman Road bridge over I-5 to 4 lanes. Add bike/pedestrian connections to regional trail system. Road has had a serious crash. Bikes and pedestrians travel on the road adjacent to freight in existing conditions.   | \$22,072,400                       | \$ 35,900,000,000        |
| Roadways                               | Clackamas County  | Wilsonville       | Wilsonville            | 11771  | Weideman Road Extension - East             | Canyon Creek Road    | Stafford Road     | Construct new road with sidewalks and buffered bike lanes. The project or a portion of the project is outside the designated urban growth boundary.  | \$ 12,320,000                      | \$ 20,000,000,000        |
| Roadways                               | Clackamas County  | Wilsonville       | ODOT                   | 11765  | Boones Ferry Road Urban Upgrade Phase 1    | Ridder Road          | Boeckman Road     | Widen to 3 lanes and construct bike lanes and sidewalks. Existing road has had two serious injuries. Project will create left turn pockets to reduce minor crashes. Complete sidewalk will remove pedestrian conflict from roadway.  | \$8,260,000                        | \$ 13,400,000,000        |
| Roadways                               | Clackamas County  | Wilsonville       | ODOT                   | 11778  | Boones Ferry Road Urban Upgrade Phase 2    | Barber Street        | Wilsonville Road  | Widen to 3-lane urban section with buffered bike lanes. Existing road has had two serious injuries. Project will create left turn pockets to reduce minor crashes. Complete sidewalk will remove pedestrian conflict from roadway.   | \$8,260,000                        | \$ 13,400,000,000        |
| Roadways                               | Clackamas County  | Wilsonville       | Wilsonville            | 11557  | Brown Road Extension Phase 2               | Wilsonville Road     | Kinsman Road      | New connection between Wilsonville Road/ Brown Road intersection and Kinsman Road.   | \$4,900,000                        | \$ 8,000,000,000         |
| Active Transportation                  | Washington County | Wilsonville       | Washington County      | 11798  | Elligsen Road Urban Upgrade                | Parkway Center Drive | 65th              | Reconstruct street to 3 lanes with buffered bike lanes and sidewalks (1SP project UU-P3). The project will install sidewalks and bike lanes to remove bikes and pedestrians from vehicle travel lanes. The project has had two serious crashes. The project or a portion of the project is outside the designated urban growth boundary. | \$8,400,000                        | \$ 13,700,000,000        |
| Roadways                               | Washington County | Wilsonville       | Wilsonville            | 11809  | Java Road Connection and Signal            | Grahams Ferry Road   | Garden Acres Road | Construct new Java Road with buffered bike lanes and sidewalks, disconnect Clutter Street from Grahams Ferry Road, and install traffic signal at Grahams Ferry Road.   | \$2,100,000                        | \$ 3,400,000,000         |
| <b>Total Strategic List</b>            |                   |                   |                        |        |  |                      |                   |  | <b>\$66,312,400</b>                | <b>\$107,800,000</b>     |



| RTP Investment Category                                  | County                              | Nominating Agency | Primary Facility Owner | RTP ID | Project Name   | Start Location   | End Location   | Description   | Base Estimated Cost (2023 dollars) | Year of Expenditure Cost |
|--|-------------------------------------|-------------------|------------------------|--------|--|--|--|---|------------------------------------|--------------------------|
| <b>SMART: 2023 to 2030 Fiscally Constrained Projects</b> |                                     |                   |                        |        |  |  |  |   |                                    |                          |
| Active Transportation - Pedestrian/Bicycle               | Clackamas County                    | SMART             | SMART                  | 11343  | SMART Bus stop access improvements   | NA   | NA   | Design & construct a variety of improvements to enhance access to transit including bus stops, bus shelters (with solar or conventional lighting), bus pull-outs, ADA improvements at stops, interactive kiosks, etc.                             | \$1,785,840                        | \$2,032,000              |
| Transit Service and Operations                           | Clackamas County                    | SMART             | SMART                  | 11328  | SMART Service to Clackamas Town Center and Oregon City                     | Wilsonville Transit Center, 9699 Barber St., Wilsonville, OR 97070 | Clackamas Town Center, 12000 SE 82nd Ave, Happy Valley, OR 97086 | Additional service hours for new service to Clackamas Town Center and related bus stop and ROW improvements, with possible intermediate stops at Riverside High School, and in cities of West Linn, and/or Oregon City.                           | \$13,393,800                       | \$15,242,000             |
| Transit Service and Operations                           | Clackamas County                    | SMART             | SMART                  | 11108  | SMART Service for Wilsonville Developing Areas                             | NA   | NA   | Additional service hours for new services and related bus stop and ROW improvements for the developing areas of Wilsonville; such as the areas of Coffee and Basalt Creek, and Frog Pond.   | \$3,500,000                        | \$3,983,000              |
| Transit Operating Capital                                | Clackamas County                    | SMART             | SMART                  | 11109  | SMART Bus Purchases and Replacements - including Alternative Fuel Vehicles | NA   | NA   | Purchase new buses and replace those that are out of date, unreliable or inoperable. New and replacement buses will include alternative fuel vehicles.  | \$9,800,000                        | \$11,152,000             |
| Transportation Demand Management                         | Clackamas County                    | SMART             | SMART                  | 11531  | SMART Vanpool Services   | NA   | NA   | Continue and expand vanpool program in partnership with Commute with Enterprise.  | \$1,488,200                        | \$1,694,000              |
| Transit Service and Operations                           | Clackamas County                    | SMART             | SMART                  | 11327  | SMART Commuter Bus Service to Neighboring Communities                      | NA   | NA   | Additional service hours for new services and related bus stop and ROW improvements to neighboring communities; such as but not limited to Salem, Tigard, Tualatin, Sherwood, Keizer, Woodburn, Portland, etc.                                    | \$8,288,000                        | \$9,432,000              |
| Transit Operating Capital                                | Clackamas County                    | SMART             | SMART                  | 11112  | Wilsonville SMART Fleet Facility Expansion                                 | 28879 SW Boberg Rd, Wilsonville, OR 97070                          | NA   | Completion of SMART fleet facility expansion to underground electrical for bus charging, expand bus parking area, and update security gate.   | \$6,216,000                        | \$7,074,000              |
| Transit Operating Capital                                | Clackamas County                    | SMART             | SMART                  | 11750  | SMART Customer Service Center at Wilsonville Transit Center                | 9699 SW Barber St, Wilsonville, OR 97070                           | 9699 SW Barber St, Wilsonville, OR 97070                         | SMART transit customer service center on first floor in a multi-story transit oriented development (TOD) facility with intention to provide regional customer service hub for multiple transit providers. Affordable housing on the upper levels. | \$5,600,000                        | \$6,373,000              |
| Transit Service and Operations                           | Clackamas County, Washington County | SMART             | SMART                  | 11994  | SMART Weekend Service Expansion  | NA   | Portland Metro Area  | Additional service hours for in-town and intercity services.  | \$4,900,000                        | \$5,576,000              |
| Transit Service and Operations                           | Clackamas County, Washington County | SMART             | SMART                  | 12097  | SMART Service, Operations and Maintenance: 2023-2030                       | SMART service area   | SMART service area   | Operations of transit services, such as drivers, security, facilities and rolling stock maintenance.  | \$29,669,000                       | \$43,435,000             |
| <b>Total 2024 to 2030</b>                                |                                     |                   |                        |        |  |  |  |   | <b>\$84,640,840</b>                | <b>\$105,993,000</b>     |

|  |                                     |       |       |       |  |             |                   |  |                     |                     |
|--|-------------------------------------|-------|-------|-------|--|-------------|-------------------|--|---------------------|---------------------|
| <b>SMART: 2031 to 2045 Fiscally Constrained Projects</b> |                                     |       |       |       |  |             |                   |  |                     |                     |
| Transit Service and Operations                           | Clackamas County                    | SMART | SMART | 11107 | SMART Service from Wilsonville to downtown Portland  | Wilsonville | Downtown Portland | Create bus commuter route from Wilsonville Transit Center to the Downtown Portland area.             | \$4,725,000         | \$5,377,000         |
| Transit Service and Operations                           | Clackamas County, Washington County | SMART | SMART | 12324 | SMART Service, Operations and Maintenance: 2031-2045 | N/A         | N/A               | Operations of transit services, such as drivers, security, facilities and rolling stock maintenance. | \$59,338,000        | \$86,869,000        |
| <b>Total 2031-2045</b>                                   |                                     |       |       |       |  |             |                   |  | <b>\$64,063,000</b> | <b>\$92,246,000</b> |

| RTP Investment Category | County | Nominating Agency | Primary Facility Owner | RTP ID | Project Name | Start Location | End Location | Description | Base Estimated Cost (2023 dollars) | Year of Expenditure Cost |
|-------------------------|--------|-------------------|------------------------|--------|--------------|----------------|--------------|-------------|------------------------------------|--------------------------|
|-------------------------|--------|-------------------|------------------------|--------|--------------|----------------|--------------|-------------|------------------------------------|--------------------------|

SMART: 2031 to 2045 Strategic Projects

|                           |                  |       |        |       |   |                  |                  |  |              |              |
|---------------------------|------------------|-------|--------|-------|---|------------------|------------------|--|--------------|--------------|
| Transit Operating Capital | Clackamas County | SMART | SMART  | 11749 | SMART Property Acquisition for In-Town Turnaround | Wilsonville Road | Wilsonville Road | Obtain property to create easier crosstown turnarounds for local bus service | \$11,200,000 | \$18,222,400 |
| Transit - High Capacity   | Clackamas County | SMART | P&W RR | 11751 | HCT: WES Expansion to Salem                       | Wilsonville      | Salem            | WES service expansion from Wilsonville to Salem                              | \$21,000,000 | \$34,167,000 |

Total Strategic List      \$32,200,000      \$52,389,400



## CITY COUNCIL MINUTES

March 20, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

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### 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, March 20, 2023. Mayor Fitzgerald called the meeting to order at 7:01 p.m., followed by roll call and the Pledge of Allegiance.

### PRESENT

Mayor Fitzgerald  
 Council President Akervall  
 Councilor Linville  
 Councilor Berry  
 Councilor Dunwell

### STAFF PRESENT

Amanda Guile-Hinman, City Attorney  
 Beth Wolf, Senior Systems Analyst  
 Bryan Cosgrove, City Manager  
 Cindy Luxhoj, Associate Planner  
 Delora Kerber, Public Works Director  
 Jeanna Troha, Assistant City Manager  
 Katherine Smith, Assistant Finance Director  
 Kimberly Veliz, City Recorder  
 Mark Ottenad, Public/Government Affairs Director  
 Zach Weigel, City Engineer

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

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

Motion made by Councilor Akervall, Seconded by Councilor Berry.

**Voting Yea:**

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

**Vote:** Motion carried 5-0.

**MAYOR'S BUSINESS**

## 4. Upcoming Meetings

The Mayor provided a run-down on some of the activities that she had been involved with since the last City Council meeting:

School District Equity Summit

- Council President Akervall and the Mayor participated in the West Linn-Wilsonville School District's "Equity Summit" on March 11, 2023.
- About 300 people attended the event with many of them being students.

League of Oregon Cities (LOC) Regional Meeting

- The City hosted the LOC President's Regional meeting. Participants of the event included a number of other mayors.
- LOC President Steve Calloway presented along with the League's Executive Director about the organization's legislative priorities and strategic plan.

Legislative Matters

- Representative Courtney Neron and Senator Aaron Woods whom are both Wilsonville residents had been advocating for the City of Wilsonville on legislative matters.
- The Mayor provided testimony on a bill that reappears every session that would force local governments to take into city limits land in the urban growth boundary (UGB). Moreover, this land was outside of any city plans that may be underway.
- The idea was to increase housing production in the state, which was needed however; cities such as Wilsonville have a lot of housing underway. Wilsonville has 1,500 to 1,800 houses planned for Frog Pond East and South. In addition, Town Center was planned for future housing.
- If the City of Wilsonville were suddenly asked to pop out of the UGB and develop a big section of workforce housing as it is being called, it would also be necessary for the City to develop streets, sewer, and water.

In terms of upcoming meetings of note, the Mayor shared the following:

City Council Meeting

- The next City Council meeting was scheduled for Monday, April 3, 2023.

### State of the City

- The State of the City was scheduled for Monday, April 17, 2023.

### Spring Break Week

- The Mayor reminded all that Spring Break was coming up. Moreover, she hoped all had the opportunity to take a break and enjoy the City parks or any other places they may visit.

## **COMMUNICATIONS**

There was none.

## **CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS**

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

Steve Van Wechel, of the Wilsonville Boones Ferry Historical Society provided a brief update on the society's past and future projects.

The Wilsonville Boones Ferry Historical Society was thanked for their work.

Next, the City Attorney recapped for the audience the discussion Council had during Work Session about the Prohibited Camping Code Update Project. The Mayor added to the comments made by the City Attorney by elaborating on funding resources.

Bob Walikier, Wilsonville resident, submitted written testimony opposing tent and/or other camping on City of Wilsonville property.

Laura Koeroghlian, Wilsonville resident, shared questions of concern about the camping code and tolling on Interstate 5 (I-5).

In response, the Mayor encouraged the audience to provide comments to the Oregon Department of Transportation (ODOT) about their traffic concerns. Furthermore, the Mayor informed that Senator Aaron Woods was holding an upcoming forum in Charbonneau on the topic of tolling.

The City Manager responded to the concerns of camping. He explained Council and staff had been and would continue to work on the Prohibited Camping Code Update Project. He noted there would be a whole host of rules and regulations that would be put into place. He recalled the current discussion was designating a camping site, as this was necessary to comply with state law. Moreover, if a site was not designated the City would have to allow camping everywhere. He further added having a designated camping site makes it easier to access and get help to those individuals in need.

Bob Milano, Wilsonville resident, agreed with questions of concern posed by Laura Koeroghlian and had a few questions of his own on camping.

In response the City Attorney described the enforcement of non-vehicle camping, is the same as vehicle camping, in that if campers violate any of the regulations, whether they are outside the timeframe or not in a designated location, the City can immediately cite them. Then put up a 72-hour notice to clear out. Therefore, it would be the same for vehicle or non-vehicle camping. The City Attorney further added the draft code had a period of 9:00 p.m. to 7:00 a.m. for camping.

The City Attorney shared next steps for the Prohibited Camping Code Update Project:

- April 3, 2023 Work Session
- April 17, 2023 Work Session
- May 1, 2023 public hearing and first reading of ordinance
- May 15, 2023 second reading of ordinance
- July 1, 2023 proposed effective date of ordinance

Walter Herman, Wilsonville resident, voiced concern regarding the City's ability to properly manage and control camping being allowed by Oregon state law.

Michelle Labrie Ripple, Wilsonville resident, asked Council to consider amending the Wilsonville term limits of Mayor and Councilors. The speech given by Michelle Labrie Ripple was submitted in writing and added to the record.

Mary Closson, Wilsonville resident, echoed the comments of Michelle Labrie Ripple. The speech given by Mary Closson was submitted in writing and added to the record.

Wayne Richards, Wilsonville resident, agreed with the testimony on term limits provided by Michelle Labrie Ripple and Mary Closson. The speech given by Wayne Richards was submitted in writing and added to the record.

The City Manager shared staff would add the topic of Mayor and Council term limits to a future Work Session.

## **COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS**

### **5. Council President Akervall**

Councilor Akervall detailed her participation at the subsequent events:

- West Linn-Wilsonville School District's "Equity Summit" on March 11, 2023
- Washington County Coordinating Committee on March 13, 2023
- LOC President's Regional Meeting on March 15, 2023
- Willamette Intake Facilities (WIF) Commission Orientation Meeting on March 16, 2023

## 6. Councilor Linville

Councilor Linville attended and reported on the Greater Portland Inc. (GPI) Small Cities Consortium Zoom meeting held on March 16, 2023.

In closing, Councilor Linville encouraged the audience to attend the ODOT Tolling Forum planned for April 14, 2023 in Charbonneau.

## 7. Councilor Berry

Councilor Berry shared she attended the LOC Budget 101 Training on March 7, 2023.

Councilor Berry then announced her plans to attend the Clackamas Cities Association (CCA) dinner hosted by the City of Sandy on March 23, 2023.

## 8. Councilor Dunwell

Councilor Dunwell attended and detailed her participation at the below events:

- Community Center Lunch on March 9, 2023
- Robotics Tournament on March 10, 2023
- Wilsonville Community Sharing visit on March 14, 2023
- French Prairie Forum on March 15, 2023
- Willamette Intake Facilities (WIF) Commission Orientation Meeting on March 16, 2023

## CONSENT AGENDA

The City Attorney read the titles of the Consent Agenda items into the record.

### 9. **Resolution No. 2989**

A Resolution of the City of Wilsonville Authorizing the City Manager to Enter into a Master License and Right-of-Way Use Agreement for Small Wireless Facilities in the Public Rights-of-Way with New Cingular Wireless PCS, LLC.

### 10. **Resolution No. 3035**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute An Intergovernmental Agreement For The Lending Of Personnel Within Clackamas County When Personnel Are Unable To Get To Their Normal Reporting Location.

### 11. **Resolution No. 3051**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Water Systems Consulting, Inc. To Provide Capital Project Engineering Services Assistance To The Wilsonville Engineering Division.

### 12. Minutes of the February 23, 2023 and March 6, 2023 City Council Meeting.



**Motion:** Moved to approve the Consent Agenda as read.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

**Voting Yea:**

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

**Vote:** Motion carried 5-0.

**NEW BUSINESS**

The City Attorney read the title of Resolution No. 3055 into the record.

**13. Resolution No. 3055**

A Resolution of the City of Wilsonville Authorizing the Mayor to Execute an Intergovernmental Agreement between the City of Wilsonville and the Tri-County Metropolitan Transportation District of Oregon for the Adjustment of TriMet District Boundaries and an Associated Memorandum of Understanding between the City of Wilsonville and the Tri-County Metropolitan Transportation District of Oregon Regarding Future Adjustment of TriMet District Boundaries.

Amanda Guile-Hinman, City Attorney presented on Resolution No. 3055 which would authorize the Mayor to sign an intergovernmental agreement (IGA) and a memorandum of understanding (MOU) with TriMet.

It was explained that for over 10 years the City had tried to get TriMet to negotiate with them regarding the current and future City of Wilsonville boundary. Staff recalled that TriMet's jurisdictional boundary extends into the current City of Wilsonville and urban growth boundary at Basalt Creek. The City had not been making headway with TriMet on the boundary issue therefore, worked with legislatures to have House Bill (HB) 2666 introduced. HB 2666 would be a legislative fix to the boundary.

TriMet then showed a willingness to negotiate an alternative path rather than legislation. This led to a meeting on January 9, 2023 between the Mayor, City staff, and TriMet staff. The result of the meeting was a two-step approach:

1. TriMet Board can adjust boundary through a per-parcel process, which does not need Wilsonville to petition to withdraw; and
2. Wilsonville submit a petition to withdraw UGB area during the next cycle, which was 2026.

Moreover, it was agreed an IGA and MOU would be drafted by TriMet to explain the two-step approach. An IGA was necessary for step one, which was that the TriMet board would adjust the boundary through its own accord. The MOU was for the second step, because future Boards and/or Councils cannot be bind to do anything.

While TriMet was drafting documents, City staff learned that TriMet statutorily could withdraw the entire area on its own accord. The second step was not necessary. However, TriMet staff clarified rather than they could not do it, they believed their Board would not do such a withdrawal.

TriMet drafted an IGA however, neglected to draft MOU despite the fact that these need to be contemporaneously executed as a representation of the global settlement regarding the jurisdictional boundaries that are part of the HB 2666. Therefore, City staff revised the IGA and drafted an MOU both of which documents are attachments to Resolution No. 3055. The attachments represent the parties' discussion on January 9, 2023 and are the terms that the City can legally agree to.

The City Attorney then detailed next steps in the process.

Council questions and discussion ensued.

**Motion:** Moved to adopt Resolution No 3055.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

After making the motion Council President Akervall, then made a statement regarding Resolution No. 3055. The Council President agreed with the direction of the resolution. However, thought it felt unsettling that a large entity, such as TriMet would demand money to withdraw areas that they do not currently serve. The Councilor understood heading towards a global settlement, because she believed that was best for Wilsonville. In addition, she had a long-term view for the community and what was best for it. She recalled Council wants to be able to attract a certain type of business to this area; wanted it to flourish; and transit was an integral part of that. Nevertheless, the demand for money of an area that TriMet was not serving, in context with all of the events detailed in the whereas clauses was a shock for which the Council President thought should not be found excusable.

The Mayor and Councilor Berry agreed with the comments made by Council President Akervall.

**Voting Yea:**

Mayor Fitzgerald, Councilor Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

**Vote:** Motion carried 5-0.

**CONTINUING BUSINESS**

There was none.

**PUBLIC HEARING**

The City Attorney read the title of Resolution No. 3045 into the record.

14. **Resolution No. 3045** (*Legislative Hearing*)

A Resolution Of The City Of Wilsonville Authorizing A Supplemental Budget Adjustment For Fiscal Year 2022-23.

Katherine Smith, Assistant Finance Director summarized the staff report.

The Mayor provided the public hearing format and opened the public hearing at 8:37 p.m.

Staff was asked a clarifying question.

The Mayor invited public testimony, seeing none the Mayor closed the public hearing on Resolution No. 3045 at 8:40 p.m.

The Mayor then requested a motion on Resolution No. 3045.

**Motion:** Moved to adopt Resolution No. 3045.

Motion made by Akervall, Seconded by Berry.

**Voting Yea:**

Mayor Fitzgerald, Council President Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

**Vote:** Motion carried 5-0.

Next, the City Attorney read the title of Ordinance Nos. 875 and 876 into the record on first reading.

The Mayor provided the public hearing format and opened the public hearing at 8:43 p.m.

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.

Cindy Luxhoj, Associate Planner provided the staff report and PowerPoint, which has been made a part of the record.

Council asked clarifying question.

The City Attorney stated there was no legal comment.

There was no applicant presentation.

The Mayor invited public testimony, seeing none the Mayor closed the public hearing on Ordinance Nos. 875 and 876 at 9:05 p.m.

The Mayor then requested a motion on Ordinance No. 875.

**15. Ordinance No. 875 - 1<sup>st</sup> Reading (Quasi-Judicial Hearing)**

An Ordinance of the City of Wilsonville Annexing Approximately 9.63 Acres of Property Located at 25540 SW Garden Acres Road for Development of a Corporate Headquarters/Fabrication Facility and Associated Site Improvements.

**Motion:** Moved to adopt Ordinance No. 875 on first reading.

Motion made by Linville, Seconded by Berry.

**Voting Yea:**

Mayor Fitzgerald, Council President Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

**Vote:** Motion carried 5-0.

The Mayor then requested a motion on Ordinance No. 876.

**16. Ordinance No. 876 - 1<sup>st</sup> Reading (Quasi-Judicial Hearing)**

An Ordinance of the City of Wilsonville Approving a Zone Map Amendment from the Washington County Future Development - 20 Acre (FD-20) Zone to the Planned Development Industrial - Regionally Significant Industrial Area (PDI-RSIA) Zone on Approximately 9.63 Acres Located at 25540 SW Garden Acres Road for Development of a Corporate Headquarters/Fabrication Facility and Associated Site Improvements.

**Motion:** Moved to adopt Ordinance No. 876 on first reading.

Motion made by Linville, Seconded by Berry.

**Voting Yea:**

Mayor Fitzgerald, Council President Akervall, Councilor Linville, Councilor Berry, Councilor Dunwell

**Vote:** Motion carried 5-0.

**CITY MANAGER'S BUSINESS**

There was none.

**LEGAL BUSINESS**

The City Attorney publicly thanked the below staff members who assisted with the mapping for the Prohibited Camping Code Update Project:

- Andy Sheehan, Asset Management Coordinator
- Jayme Taylor, Public Works Program Coordinator
- Dan Stark, GIS Manager
- Martin Montalvo, Public Works Ops. Manager

The Mayor echoed the appreciation for staff.

**ADJOURN**

The Mayor adjourned the meeting at 9:09 p.m.

Respectfully submitted,

---

Kimberly Veliz, City Recorder

ATTEST:

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Julie Fitzgerald, Mayor



## CITY COUNCIL MEETING STAFF REPORT

|  |   |  |
|--|---|--|
| <b>Meeting Date:</b> April 3, 2023   |   | <b>Subject: Resolution No. 3053</b><br>A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Real Estate Purchase and Sale Agreement between the West Linn-Wilsonville School District and the City of Wilsonville for the Purchase of Approximately 2.93 Acres for a Neighborhood Park Located in Frog Pond West<br><br><b>Staff Member:</b> Amanda Guile-Hinman, City Attorney and Chris Neamtzu, Community Development Director<br><br><b>Department:</b> Legal and Community Development |
| <b>Action Required</b>   |   | <b>Advisory Board/Commission Recommendation</b>  |
| <input checked="" type="checkbox"/> Motion<br><input type="checkbox"/> Public Hearing Date:<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date:<br><input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date:<br><input checked="" type="checkbox"/> Resolution<br><input type="checkbox"/> Information or Direction<br><input type="checkbox"/> Information Only<br><input type="checkbox"/> Council Direction<br><input type="checkbox"/> Consent Agenda |   | <input type="checkbox"/> Approval<br><input type="checkbox"/> Denial<br><input type="checkbox"/> None Forwarded<br><input checked="" type="checkbox"/> Not Applicable<br><br><b>Comments:</b> N/A  |
| <b>Staff Recommendation:</b> Staff recommends Council approve Resolution No. 3053.   |   |  |
| <b>Recommended Language for Motion:</b> I move to approve Resolution No. 3053.   |   |  |
| <b>Project / Issue Relates To:</b>   |   |  |
| <input type="checkbox"/> Council Goals/Priorities  | <input checked="" type="checkbox"/> Adopted Master Plan(s)<br>Frog Pond West Master Plan (2017) | <input type="checkbox"/> Not Applicable  |

### ISSUE BEFORE COUNCIL:

Should the City purchase a 2.93-acre site from the West Linn-Wilsonville School District for the Frog Pond West Neighborhood Park site using Metro Local Share funds?

### **EXECUTIVE SUMMARY:**

The Frog Pond West Master Plan identifies an approximately 2.50-neighborhood park site to provide localized recreational opportunities for the community. Over the past year, the City has been working in partnership with the West Linn-Wilsonville School District staff on a proposed transaction that will result in the City purchasing 2.93 acres from the District (Attachments A), which includes a .55-acre wetland and buffer area (.11-acre wetland with a .44-acre buffer) immediately east of the future Frog Pond Primary School (Attachment B). In November, 2022 Parks Department staff obtained Council approval to utilize Metro Local Share funds from the 2019 Regional Parks and Nature Bond Measure to pay for the acquisition. A supplemental budget request was approved by the City Council at the March 20 meeting adding the acquisition portion of this project to the City Budget. A lot line adjustment has been submitted to the City that would move the western most property line 40' to the east resulting in the precise 2.93 acre parcel that the City desires. The lot line adjustment request is being processed by the Planning Division via a Class 1 Administrative Review and is anticipated to be approved by the end of April.

The City and the School District collaborated on a joint appraisal of the site, using Oregon Valuation Group, a mutually agreed upon local firm who has done appraisal work for both the City and the District. There were two appraisals completed. The first (May, 2022) was an analysis of the entire School District ownership of over 12-acres, which included the future primary school site. The second appraisal (December, 2022) was focused specifically on the property that the City desires to purchase. The appraisal arrived at a fair market value of the site based upon its highest and best use, which in this case is single-family residential development on medium sized lots (5,000-7,000 SF). The stated fair market value in the final appraisal report per net developable acre is \$579,832 for a total acquisition cost of \$1,387,200 (2.38-acres X \$579,832/net developable acre, plus \$7,200 for the .55-acre encumbered Significant Resource Overlay Zone (SROZ) wetland area).

The School District has provided the requisite elements necessary to satisfy the requirements of acquisition of property by a public entity, including a Resolution declaring the property as surplus (Attachment C), a Phase 1 Environmental Site Assessment which demonstrates the land is clean and free of environmental contaminants and a Title Report. Other items that the District completed on behalf of the project include a topographic survey, a wetland delineation, and a tree survey. These are reports and data that the City will not have to collect as part of the next phase of the project, which will be finalization of the preferred hybrid site plan based on public input, followed by Development Review Board (DRB) review of the preferred site plan. Additionally, the District demolished all of the structures on the site, further providing cost savings.

### **EXPECTED RESULTS:**

In July 2022, Council received a letter from 42 of the neighbors in Frog Pond West requesting that the City begin the process to design and build the park. Shortly after, the City budgeted funds to begin the design process. Acquisition of the 2.93-acre park site will allow the City to continue to implement the commitments that have been made to the District and the community as part of the Frog Pond West Master Plan.



**TIMELINE:**

To date, staff has worked closely with the District on the appraisal and all of the associated pieces of information that are necessary to execute site acquisition. A community design survey was recently completed in February for three different site plan options. Now, with community input and preferences in hand, City staff and the design team will create a preferred hybrid site plan based on community input that will then be refined into design development drawings. Tentative project schedule is outlined below:

- DRB Review – Summer/Fall 2023
- Design Development – Fall/Winter 2023
- Construction Documents – Winter/Spring 2023-24
- Bid – Spring 2024
- Construct – Summer/Fall 2024

**CURRENT YEAR BUDGET IMPACTS:**

Through a supplemental budget adopted on March 20, 2023, the City created the line item necessary to receive and spend the \$1,387,200 of Metro Local Share funds. The City will then deposit the funds into an escrow account at a time mutually agreed to between the City and the District. Target date for this transaction is July 1, 2023, though the transaction may occur later based on the City's receipt of local share funds and the School District's land use application for the development of the neighboring primary school.

**COMMUNITY INVOLVEMENT PROCESS:**

To date, there have been several community involvement processes focused on the neighborhood park in Frog Pond West. The first was the significant outreach that occurred as part of adoption of the Frog Pond West Master Plan. The second community process that occurred included specific outreach to marginalized populations as part of investigating preferred uses of Metro Local Share funds. This approach included creating a Spanish language flyer and survey, as well as attendance at the 'Popsicle's in the Park' event, the 'Block Party' and the 'Harvest Festival'. Other outreach included attendance at the Diversity, Equity and Inclusion (DEI) Committee, door to door outreach in the neighborhood, as well as attendance at the Family Empowerment Center back to school resource event. The third approach was an on-line survey and visual preference survey that just wrapped up in February with 149 citizens providing their input into preferred designs and amenity packages. More community involvement will occur as part of the DRB review process.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

The addition of the 2.93-acre Frog Pond Neighborhood Park will provide a quality amenity for the residents and visitors to the Frog Pond West neighborhood. The design, being located in close proximity to the Primary School will provide excellent opportunities for recreation close to home helping to create the next great generation of Wilsonville neighborhoods.

**ALTERNATIVES:**

The Council can choose to purchase a different piece of property, although there are no available suitable sites that Staff is aware of in the area.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

- A. Map of site
- B. Wetland Delineation Map
- C. Resolution of School District Declaration of Surplus Property
- D. Resolution No. 3053
  - 1. Real Estate Purchase and Sale Agreement



SURVEYOR'S CERTIFICATE

I, JOSEPH C McALLISTER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND SHOWN AND REPRESENTED ON THE ATTACHED PARTITION PLAT, THE BOUNDARY OF WHICH BEING DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, BEING PARCEL 1 OF PARTITION PLAT NO. 2019-047, CLACKAMAS COUNTY PLAT RECORDS AND THAT TRACT OF LAND DESCRIBED IN DOCUMENT NO. 99-052396, CLACKAMAS COUNTY DEED RECORDS, THE OUTBOUNDS THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8 INCH DIAMETER IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "OTAK INC" ON THE NORTH RIGHT OF WAY LINE OF BOECKMAN ROAD (COUNTY ROAD NO. 80, 30.00 FEET FROM CENTERLINE), BEING THE SOUTHWEST CORNER OF "STAFFORD MEADOWS", PLAT NO. 4558, CLACKAMAS COUNTY PLAT RECORDS; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S.89°48'27"W., 503.17 FEET TO A 5/8 INCH DIAMETER IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS LAND SURVEYORS" AT THE SOUTHEAST CORNER OF DEDICATION DOCUMENT 2019-010342, CLACKAMAS DEED RECORDS; THENCE ALONG THE EAST LINE OF SAID DOCUMENT NO. 2019-010342, BEING 28.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF "MORGAN FARM", PLAT NO. 4566, CLACKAMAS COUNTY PLAT RECORDS, N.00°03'30"E., 827.88 FEET TO A 5/8 INCH DIAMETER IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS LAND SURVEYORS" ON THE NORTH LINE OF AFORESAID DOCUMENT NO. 99-052396; THENCE, ALONG SAID NORTH LINE OF SAID DOCUMENT, N.89°47'54"E., 449.02 FEET TO A 5/8 INCH DIAMETER IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS LAND SURVEYORS" AT THE NORTHWEST CORNER OF DEDICATION DOCUMENT NO. 2022-047267, CLACKAMAS COUNTY DEED RECORDS; THENCE, ALONG THE WEST LINE OF SAID DOCUMENT, S.00°21'07"E., 41.77 FEET TO A 5/8 INCH DIAMETER IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS LAND SURVEYORS" AT THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH LINE THEREOF AND ITS EASTERLY EXTENSION, BEING THE SOUTH LINE OF DEDICATION DOCUMENT NO. 2020-064209, CLACKAMAS COUNTY DEED RECORDS, N.89°38'53"E., 430.33 FEET TO A 5/8 INCH DIAMETER IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS LAND SURVEYORS" AT THE SOUTHEAST CORNER OF SAID DOCUMENT NO. 2020-064209, BEING ON THE EAST LINE OF PARCEL 1 OF SAID PARTITION PLAT NO. 2019-047; THENCE, ALONG THE EAST LINE OF SAID PARCEL 1, S.00°04'03"W., 358.13 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE, ALONG THE SOUTH LINE OF SAID PARCEL 1, S.89°48'47"W., 376.31 FEET TO THE SOUTHERLY REENTRANT CORNER OF SAID PARCEL 1; THENCE ALONG THE EAST LINE OF THE FLAG PORTION OF SAID PARCEL 1, S.00°04'23"W., 429.29 FEET TO THE POINT OF BEGINNING, CONTAINING 548,961 SQUARE FEET (12.60 ACRES), MORE OR LESS.

NARRATIVE

- CLIENT: WEST LINN-WILSONVILLE SCHOOL DISTRICT
- PURPOSE: THE PURPOSE OF THIS SURVEY IS TO LOCATE AND MONUMENT A PROPERTY LINE ADJUSTMENT BY PARTITION PLAT, BETWEEN THAT TRACT OF LAND DESCRIBED IN DEED NO. 99-052396, CLACKAMAS COUNTY DEED RECORDS AND PARCEL 1, PARTITION PLAT NO. 2019-047, CLACKAMAS COUNTY PLAT RECORDS PER CLACKAMAS COUNTY PLANNING FILE XX-XXX-XX.
- BASIS OF BEARINGS: THE EAST LINE OF "MORGAN FARM", PLAT NO. 4566, CLACKAMAS COUNTY PLAT RECORDS, BETWEEN THE FOUND 5/8 INCH DIAMETER IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PIONEER DESIGN" AT THE NORTHEAST CORNER AND THE FOUND 5/8 INCH DIAMETER IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PIONEER DESIGN" AT THE SOUTHEAST CORNER THEREOF, WAS HELD TO BE S.00°03'30"W., AS DETERMINED BY GPS OBSERVATIONS TIED TO THE OREGON REAL-TIME GNSS NETWORK (ORGN) (OREGON COORDINATE REFERENCE SYSTEM NAD 83 (2011), PORTLAND ZONE EPOCH 2010). THE WEST LINE OF DOCUMENT NO. 99-052396 BEING ESTABLISHED 28.00 FEET EAST OF AND PARALLEL WITH SAID LINE PER DEDICATION DOCUMENT 2019-010342, CLACKAMAS COUNTY DEED RECORDS.
- THE EASTERLY SUBJECT TRACT, BEING PARCEL 1, OF AFORESAID PARTITION PLAT NO. 2019-047, WAS HELD TO THE MONUMENTS THEREOF, BEING FOUND AND HELD AS SHOWN. THE WEST LINE OF SAID PARCEL 1 BEING THE EAST LINE OF AFORESAID DOCUMENT NO. 99-052396.
- THE NORTH LINE OF THE DOCUMENT NO. 99-052396, WAS HELD TO THE LINE BETWEEN THE FOUND MONUMENT AT THE NORTHEAST CORNER OF "MORGAN FARMS" TO THE FOUND MONUMENT AT THE NORTHWEST CORNER OF PARCEL 1 OF SAID PARTITION PLAT 2019-047.
- THE SOUTH LINE OF DOCUMENT NO. 99-052396, BEING THE NORTH RIGHT OF WAY LINE OF SW BOECKMAN ROAD (COUNTY ROAD NO. 80, 30.00 FEET FROM CENTERLINE), WAS HELD TO THE LINE BETWEEN THE FOUND MONUMENT AT THE SOUTHEAST CORNER OF "MORGAN FARMS" TO THE MONUMENT FOUND AT THE SOUTHWEST CORNER OF PARCEL 1, PARTITION PLAT NO. 2019-047.
- THE PROPERTY LINE WAS ADJUSTED AND THE PROPERTIES PARTITIONED AT THE CLIENTS DIRECTION IN ACCORDANCE WITH CLACKAMAS COUNTY PLANNING FILE NO. XX-XXX-XXX.

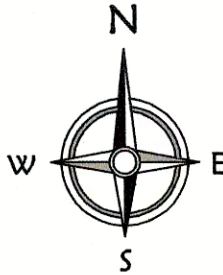
PARTITION PLAT NO. 2022-

LOCATED IN SOUTHEAST 1/4 SECTION 12, T.3S., R.1W., W.M.  
CLACKAMAS COUNTY, OREGON

CLACKAMAS COUNTY PLANNING AND ZONING CASE FILE NO.

SEPTEMBER 2022 SHEET 1 OF 3

SCALE: 1" = 100'



INDEX

- SHEET 1 OVERALL SITE, SURVEYOR'S CERTIFICATE, NARRATIVE, PLAT RESTRICTIONS, DECLARATION, ACKNOWLEDGMENT, APPROVALS  
SHEET 2 NORTH HALF OF SITE  
SHEET 3 SOUTH HALF OF SITE

APPROVALS

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

CLACKAMAS COUNTY PLANNING DIRECTOR

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

CLACKAMAS COUNTY SURVEYOR; AND  
CLACKAMAS COUNTY BOARD OF COMMISSIONERS DELEGATE  
PER COUNTY CODE CHAPTER 11.02

ALL TAXES, FEES, ASSESSMENTS AND OTHER CHARGES AS PROVIDED  
BY ORS 92.095 HAVE BEEN PAID THRU JUNE 30, \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

CLACKAMAS COUNTY ASSESSOR & TAX COLLECTOR

BY: \_\_\_\_\_  
DEPUTY

STATE OF OREGON } SS  
COUNTY OF CLACKAMAS }

I DO HEREBY CERTIFY THAT THE ATTACHED PARTITION PLAT WAS RECEIVED

FOR RECORD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2022

AT \_\_\_\_ O'CLOCK \_\_\_\_ M.

AS PARTITION PLAT NO. \_\_\_\_\_

DOCUMENT NO. \_\_\_\_\_

SHERRY HALL, CLACKAMAS COUNTY CLERK

BY \_\_\_\_\_  
DEPUTY

ACKNOWLEDGMENT

STATE OF OREGON }  
COUNTY OF CLACKAMAS } SS

THIS DECLARATION WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_, 2022  
BY KATHLEEN LUDWIG, SUPERINTENDENT, WEST LINN-WILSONVILLE SCHOOL DISTRICT NO. 3.

NOTARY SIGNATURE

NOTARY PUBLIC - OREGON

COMMISSION NO.

MY COMMISSION EXPIRES

SURVEYED BY:

COMPASS LAND SURVEYORS  
4107 INTERNATIONAL WAY, SUITE 705  
MILWAUKIE, OREGON 97222  
PHONE: (503) 653-9093  
8334 Part.dwg

DATE OF SIGNATURE: 11/22/22

EXPIRES: 12/31/2022

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
FEBRUARY 8, 2000  
JOSEPH C. McALLISTER  
49695

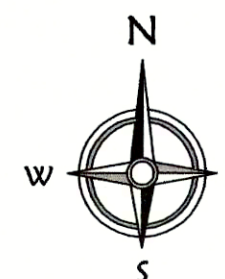


**LEGEND:**

- DENOTES 5/8" DIAMETER BY 30" LONG IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS LAND SURVEYORS" SET ON \_\_\_\_\_
- DENOTES FOUND MONUMENT AS NOTED
- FD FOUND
- IP IRON PIPE
- IR IRON ROD
- R DENOTES RECORD DIMENSION, SEE REFERENCE SURVEYS
- P DENOTES PLAT DIMENSION, SEE REFERENCE SURVEYS
- M DENOTES MEASURED DIMENSION
- SN SURVEY NUMBER ON FILE WITH CLACKAMAS COUNTY SURVEY RECORDS
- DOC. NO. DOCUMENT NUMBER, CLACKAMAS COUNTY DEED RECORDS
- U.O. UNKNOWN ORIGIN

**REFERENCE SURVEYS**

- P1 PARTITION PLAT 2019-047
- P2 "MORGAN FARM", PLAT NO. 4566
- P3 "STAFFORD MEADOWS", PLAT NO. 4558
- P4 "FROG POND MEADOWS NO. 2", PLAT NO. 4624
- P5 "MORGAN FARM NO. 2", PLAT NO. 4610
- R1 SN 2018-077
- R2 SN 2018-255
- R3 SN 22446
- R4 SN 22841
- R5 SN 5673
- SN 2021-116
- SN 21710
- SN 10691

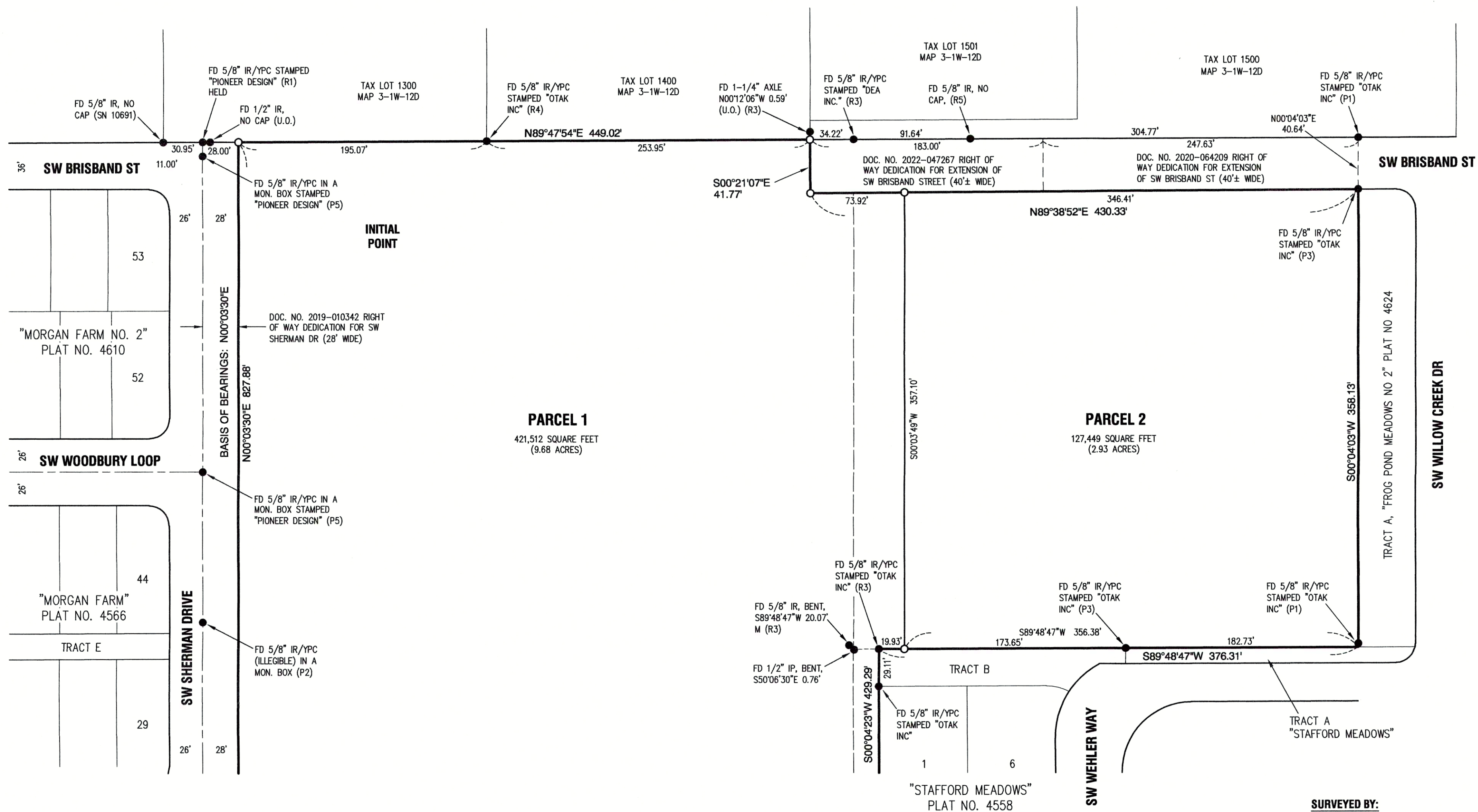
**PARTITION PLAT NO. 2022-**

**LOCATED IN SOUTHEAST 1/4 SECTION 12, T.3S., R.1W., W.M.  
CLACKAMAS COUNTY, OREGON**

**CLACKAMAS COUNTY PLANNING AND ZONING CASE FILE NO.**

**NOVEMBER 2022 SHEET 2 OF 3**

**SCALE: 1" = 60'**



**CONTINUED ON SHEET 3**

**SURVEYED BY:**  
**COMPASS LAND SURVEYORS**  
 4107 INTERNATIONAL WAY, SUITE 705  
 MILWAUKIE, OREGON 97222  
 PHONE: (503) 653-9093  
 8334 Part2.dwg

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
FEBRUARY 8, 2000  
JOSEPH C. McALLISTER  
49695

DATE OF SIGNATURE: 11/22/22  
 EXPIRES: 12/31/2022



**SCALE: 1" = 60'**



- ## REFERENCE SURVEYS

- P1 PARTITION PLAT 2019-047  
P2 "MORGAN FARM", PLAT NO. 4566  
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R2 SN 2018-255  
R3 SN 22446  
R4 SN 22841  
R5 SN 5673  
SN 2021-116  
SN 21710  
SN 10691

**PARCEL 1**  
21,512 SQUARE FEET  
(9.68 ACRES)

**PARCEL 2**  
127,449 SQUARE FEET  
(2.93 ACRES)

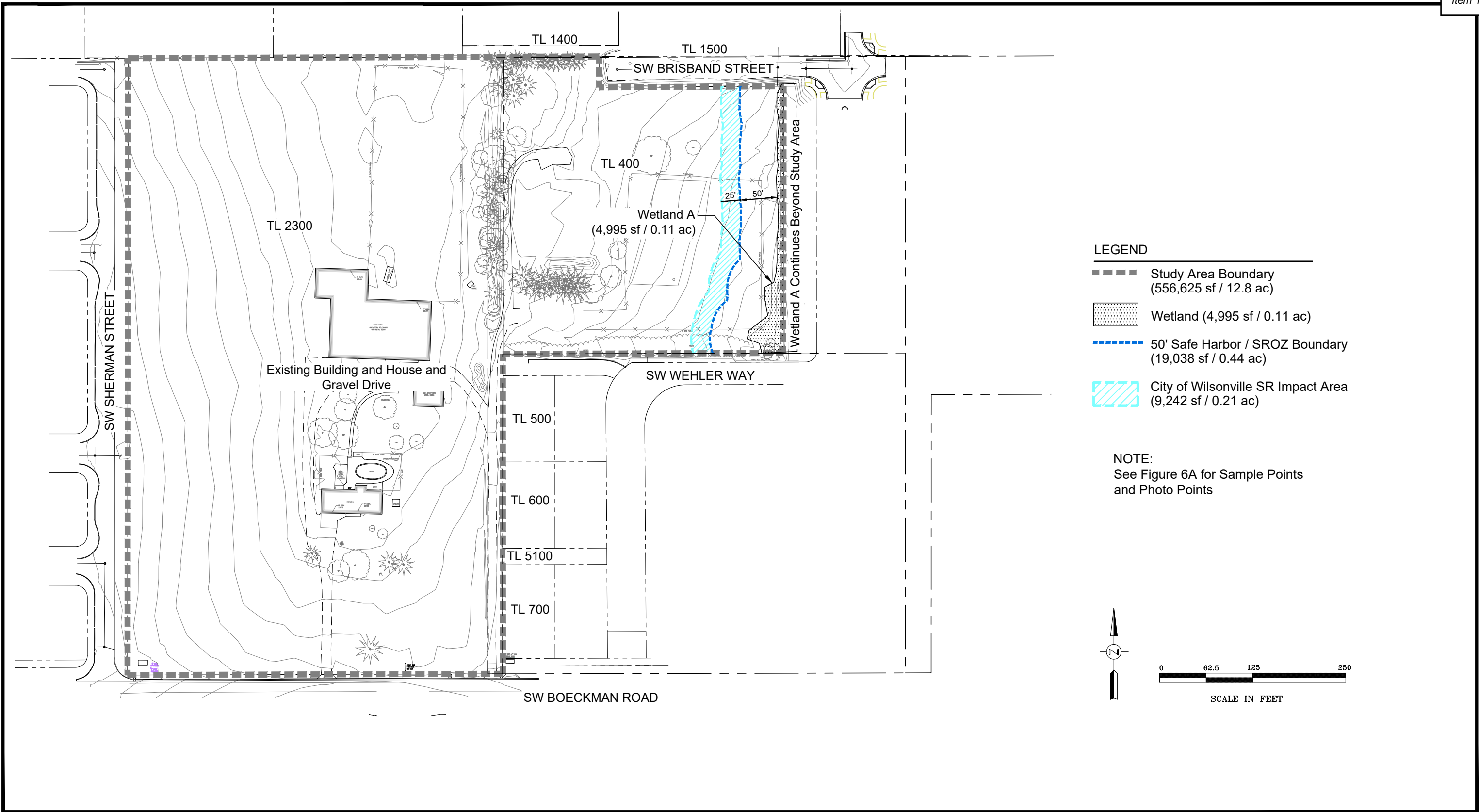


REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
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49695

DATE OF SIGNATURE: 11/22/22  
EXPIRES: 12/31/2022





Boundary and topographic survey provided by  
Compass Land Surveying  
Wetland boundaries collected with Trimble Geo 7X  
GPS and are sub-meter accurate.

Wetland Delineation Overview  
7035 Boeckman Road - Wilsonville, Oregon

FIGURE  
6

9-22-2022

**WEST LINN-WILSONVILLE SCHOOL DISTRICT  
22210 SW STAFFORD RD., TUALATIN, OREGON 97062**

**RESOLUTION NO. 2022-05**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF WEST LINN-WILSONVILLE  
SCHOOL DISTRICT, DECLARING SURPLUS OF REAL PROPERTY**

**RECITALS**

**WHEREAS**, the Board of Directors of the West Linn-Wilsonville School District (the “District”) is authorized under ORS 332.155(5) to sell all surplus property of the District as may not, in the judgment of the Board, be needed for school purposes;

**WHEREAS**, the District owns two adjacent parcels of land on SW Boeckman Road that are currently undergoing a lot line adjustment. The larger parcel, “Parcel 1,” is located at 7151 SW Boeckman Road, will contain 9.68 acres after the lot line adjustment, and has been designated as the site of the future Primary School. The smaller parcel, “Parcel 2,” is located at 7035 SW Boeckman Road, will contain 2.93 acres after the lot line adjustment, and will not be used for the Primary School;

**WHEREAS**, in July of 2017, the City Council for the City of Wilsonville (“Wilsonville”) adopted its Frog Pond West Master Plan, which describes Wilsonville’s desire to develop a neighborhood park near the location of the future Primary School;

**WHEREAS**, Wilsonville has communicated its desire to purchase Parcel 2 from the District and to develop a neighborhood park near the Primary School as described in the Frog Pond West Master Plan;

**WHEREAS**, the District does not believe Parcel 2 is necessary or required for school purposes and desires to sell it to Wilsonville;

**NOW THEREFORE, BE IT RESOLVED**, that based upon the staff report and the above recitals, and pursuant to ORS 332.155(5), the Board hereby finds and declares that Parcel 2 is not required for school purposes and directs that it be sold;

**FURTHER RESOLVED**, that the Board hereby authorizes the Superintendent or designee to be the chief negotiator for the District and to enter into negotiations with Wilsonville to purchase Parcel 2;

**FURTHER RESOLVED**, that the Superintendent or designee is authorized to execute all contracts and other documents necessary to sell Parcel 2, including professional services contracts for property, environmental, or appraisal services, and;

**FURTHER RESOLVED**, that any tentative sale agreement shall be brought back to the Board for its review and approval.

DATED this 5<sup>th</sup> day of December, 2022.

Chelsea King  
Chelsea King  
Chair, Board of Directors

ATTEST:

Kelly Doughty



**RESOLUTION NO. 3053**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE WEST LINN-WILSONVILLE SCHOOL DISTRICT AND THE CITY OF WILSONVILLE FOR THE PURCHASE OF APPROXIMATELY 2.93 ACRES FOR A NEIGHBORHOOD PARK LOCATED IN FROG POND WEST.**

WHEREAS, in 2017, the City Council adopted the Frog Pond West Master Plan (“Master Plan”) that provides the vision for the development of the Frog Pond West neighborhood; and

WHEREAS, the Master Plan identifies an approximately 2.50-neighborhood park site to provide localized recreational opportunities for the community; and

WHEREAS, the City has been working in partnership with the West Linn-Wilsonville School District (“School District”) on a proposed transaction that will result in the City purchasing 2.93 acres from the School District, which includes a .55-acre wetland and buffer area (.11-acre wetland with a .44-acre buffer) immediately east of the future Frog Pond Primary School (the “Property”); and

WHEREAS, in November 2022, the City Council approved utilizing Metro Local Share funds from the 2019 Regional Parks and Nature Bond Measure to pay for acquisition of the Property; and

WHEREAS, the City Council approved a supplemental budget request at its March 20, 2023 meeting to add the acquisition of the Property to the City Budget; and

WHEREAS, the School District and the City sought a joint appraisal of the Property, which valued the Property at \$1,387,200; and

WHEREAS, the School District has undertaken the necessary statutory requirements to surplus the Property so that the City may purchase the Property from the School District; and

WHEREAS, the parties negotiated a real estate purchase and sale agreement for the City to acquire the Property from the School District, and which agreement is attached hereto and incorporated by reference herein as **Exhibit 1**.

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

Section 1. Findings. The above-recitals are incorporated as if fully set forth herein as findings of the City Council, along with the staff report accompanying this Resolution No. 3053.

Section 2. The City Manager is hereby authorized to execute a Real Estate Purchase and Sale Agreement for the purchase of the Property, which agreement is substantially similar to Exhibit 1.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 3<sup>rd</sup> day of April, 2023, and filed with the Wilsonville City Recorder this date.

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JULIE FITZGERALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

1. Real Estate Purchase and Sale Agreement

## REAL ESTATE PURCHASE AND SALE AGREEMENT

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** (this “**Agreement**”), dated April \_\_, 2023 (the “**Effective Date**”), is entered into between WEST LINN-WILSONVILLE SCHOOL DISTRICT, an Oregon municipal corporation (“**Seller**”); and the CITY OF WILSONVILLE, an Oregon municipal corporation (“**Buyer**”).

For good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Seller and Buyer agree as follows:

**1. Property.** Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions in this Agreement, all of Seller’s right, title, and interest to and in the following:

(a) **Land.** The real property consisting of approximately 2.93 acres, commonly known as 7035 SW Boeckman Road, Wilsonville, Oregon, described and depicted in the attached Exhibit A, together with all development rights, and all easements and other rights and privileges appurtenant to such land (collectively the “**Land**”). Buyer and Seller acknowledge that the Land is the subject of a pending lot line adjustment application, submitted on February 24, 2023, Case No. ADMN23-0007 (the “**Lot Line Adjustment**”) and that the transaction contemplated by this Agreement is contingent on Seller receiving final approval of the Lot Line Adjustment and recording by the Seller the resulting partition plat in the official records of Clackamas County, Oregon (“**Final Plat Recording**”). Buyer and Seller further acknowledge that the Land comprises a portion of certain real property owned by Seller that is the subject of a pending development application, submitted on November 22, 2022, Case No. DB22-0012 (the “**Development Application**”) and that the transaction contemplated by this Agreement is contingent on Seller receiving satisfactory final approval, in Seller’s sole discretion, of the Development Application.

(b) **Improvements.** All buildings, fixtures, structures, landscaping, and other improvements located upon the Land (the “**Improvements**,” and together with the Land, the “**Property**”).

**2. Purchase Price.** The purchase price for the Property (the “**Purchase Price**”) is One Million Three Hundred Eight Seven Thousand Two Hundred Dollars (\$1,387,200.00), subject to adjustments and prorations as provided in this Agreement. The Purchase Price shall be payable to Seller by wire transfer in immediately available federal funds at Closing (defined below).

**3. Conveyance.** At Closing (defined below), Seller shall convey to Buyer fee simple title to the Property by duly executed and acknowledged statutory special warranty deed (the “**Deed**”) in substantially the form attached as Exhibit B, subject only to those exceptions that Buyer approves or is deemed to have approved under Section 8 (the “**Permitted Exceptions**”).

**4. Due Diligence.**

(a) **Due Diligence Items.**

(i) Seller shall deliver to Buyer, within five (5) business days after the Effective Date, copies of the following items (the “**Due Diligence Items**”) that are in Seller’s possession:

(ii) Any geotechnical reports and environmental site assessments relating to the Property, together with any other information about the physical condition of the Property.

(iii) Seller's existing owner's policy of title insurance covering the Property.

(iv) All surveys of the Property in Seller's possession.

**(b) Buyer's Inspection.** On or before thirty (30) days from the Effective Date (the "**Due Diligence Period**"), Buyer shall conduct an inspection of the Property and a review of the information relating to the Property and satisfy itself with respect to the condition of and other matters related to the Property and its suitability for Buyer's intended use. During the Due Diligence Period, Buyer and its agents and representatives shall have the right to go on the Property for the purpose of conducting soil tests, surveys, phase I environmental site assessments and other investigations, and undertaking such other activities as are appropriate to planning its future use of the Property; provided, however, that Buyer shall not undertake a phase II environmental site assessment or any other invasive testing without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. The results of all soil tests, surveys, phase I environmental site assessments, and other investigations of the Property undertaken by Buyer shall not be disclosed to any third party or other governmental entity without the prior written consent of Seller, unless such disclosure is required by law or is required in connection with obtaining any necessary permits or approvals; provided, however, that Buyer shall be permitted to disclose such results to its design professionals, consultants, attorneys, and potential lenders and investors, provided that such parties have been advised of the foregoing confidentiality obligation.

Buyer shall not take any action that results in any liens or encumbrances being placed against the Property and, if any liens or encumbrances are placed against the Property as the result of Buyer's actions, Buyer shall cause them to be released within seven (7) days.

Buyer shall repair any damage resulting from or relating to Buyer's right of entry. Subject to limitations of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), Buyer shall indemnify, defend and hold Seller harmless from and against any claims, damages or liability (including reasonable attorney fees), and shall repair any damage to the Property, resulting from or relating to Buyer's right of entry; provided, however, that Buyer shall have no obligation to indemnify, defend, or hold harmless Seller from any condition of the Property discovered by Buyer, or from any loss of marketability of the Property as a consequence of such discovery. Buyer's repair and indemnity obligations shall survive the termination of this Agreement.

**5. Closing.** The closing of the transaction contemplated by this Agreement (the "**Closing**") shall occur in the offices of [TBD] (the "**Title Company**"), on the later of: (i) thirty (30) days after the expiration of the Due Diligence Period; or (ii) July 15, 2023 (the "**Closing Date**").

## **6. Closing.**

**(a) Seller's Escrow Deposits.** On or before the Closing Date, Seller shall deposit into escrow the following:

(i) The duly executed and acknowledged Deed.

(ii) A non-foreign affidavit under Section 1445 of the Internal Revenue Code.

(iii) A signed closing statement reflecting the Purchase Price and all adjustments, prorations and credits thereto, and such disbursements as the parties wish to reflect thereon in connection with the transaction contemplated hereby (the “**Closing Statement**”).

(iv) Resolutions, incumbency certificates and such other documentation as may be reasonably required by the Title Company to confirm Seller’s authority to undertake and consummate the Closing or as may be customarily delivered in connection with the closing of real estate sale transactions in the state of Oregon.

(b) **Buyer’s Escrow Deposits.** On or before the Closing Date, Buyer shall deposit into escrow the following:

(i) A signed Closing Statement.

(ii) The Purchase Price.

(iii) Resolutions, incumbency certificates and such other documentation as may be reasonably required by the Title Company to confirm Buyer’s authority to undertake and consummate the Closing or as may be customarily delivered in connection with the closing of real estate sale transactions in the state of Oregon.

(c) **Closing.** The purchase and sale of the Property shall be closed in escrow with the Title Company on terms acceptable to the parties and customary for similar closings in the Portland, Oregon metropolitan area, it being understood that neither Buyer nor Seller nor their respective counsel need be physically present at the Closing, so long as (i) all escrow deliverables are delivered in escrow as provided above and available to be recorded (if applicable) on or before the Closing Date, and (ii) all necessary Closing funds have been wire transferred to the Title Company on or before the Outside Closing Date. Seller shall deliver exclusive possession of the Property to Buyer on the Closing Date.

(d) **Closing Expenses.** Each party shall be responsible for the following closing expenses:

(i) Seller shall pay the premium for a standard coverage owner’s policy of title insurance in the full amount of the Purchase Price, one-half of any fees and expenses charged by the Title Company, and its own attorney fees.

(ii) Buyer shall pay the additional premium attributable to extended coverage policy of title insurance and endorsements, if requested by Buyer, one-half of any fees and expenses charged by the Title Company, its own attorney fees, any costs related to Buyer’s financing of the purchase of the Property, and all costs related to the recording of the Deed and any lender security instruments.

**7. Adjustments and Prorations.** The following adjustments and prorations shall be made as of 12:01 a.m. on the Closing Date:

(a) **Property Taxes.** Property taxes payable in the year of Closing shall be prorated as of the Closing Date

(b) **Other Operating Expenses.** Any operating expenses for the Property that will extend through the Closing date, if any (such as, solely by way of example, utility costs) shall be measured as close to the Closing Date as reasonably possible and equitably allocated or prorated between Buyer and Seller as of the Closing Date. The provisions of this Paragraph 7 shall survive Closing.

**8. Title Review.** On or before the date that is thirty (30) days after the Effective Date, Seller shall cause the Title Company to deliver to Buyer a title report with respect to the Property (the “**Title Report**”), and within ten (10) days of receipt of such title report, Buyer shall deliver to Seller a written notice of any title objections, which may be based on any survey of the Property that Buyer may obtain, or based upon any survey of the Property received from Seller (the “**Objection Notice**”). If Buyer does not deliver the Objection Notice within such 10-day period, then it shall be deemed to have accepted all matters reflected in the Title Report, and all such matters shall be deemed Permitted Exceptions. Seller may agree to remedy the title objections identified in the Objection Notice by written notice to Buyer (the “**Objection Response**”) delivered within ten (10) days after its receipt of the Objection Notice. Notwithstanding the foregoing, all title encumbrances that can be removed solely by the payment of money, such as mortgages or statutory liens, shall be deemed Permitted Exceptions.

If Seller does not deliver the Objection Response within the above 10-day period, then it shall be deemed to have elected not to cure the title objections identified in the Objection Notice, in which case Buyer may elect either to: (a) proceed to Closing, in which case Buyer shall accept title to the Property subject to the objections that Seller has not agreed to cure or remedy (and such matters shall be deemed Permitted Exceptions); or (b) terminate this Agreement by delivery of written notice to Seller within ten (10) business days after its receipt of the Objection Response or the expiration of Seller’s 10-day response period. If Buyer does not deliver notice of its election within said 10-day period, it shall be deemed to have elected to proceed to Closing.

If the Title Company issues a supplement to the Title Report, including any supplement issues subsequent to Final Plat Recording, the procedure in this Section 8 shall apply to the supplement, except that Buyer shall have five (5) days following receipt of such supplement to notify Seller of its disapproval of any new exceptions, Seller shall have five (5) days to give Buyer notice that Seller will remove any new objected to exceptions, Buyer shall have five (5) days to elect to proceed to Closing, and the Closing Date shall be automatically extended to accommodate this process.

## **9. Conditions to Closing.**

(a) **Seller’s Contingencies.** Seller’s obligation to sell the Property in accordance with this Agreement is expressly contingent on: (i) approval of the Lot Line Adjustment enabling it to accomplish Final Plat Recording prior to the Closing Date and (ii) satisfactory final approval, in Seller’s sole discretion, including the expiration of any applicable appeal deadlines, of the Development Application (collectively, “**Seller’s Contingencies**”).

(i) **Seller's Extension.** If Seller's Contingencies are not satisfied prior to the original Closing Date, Seller may extend the Closing Date for up to thirty (30) days to allow for satisfaction of Seller's Contingencies by delivering written notice to Buyer no later than ten (10) days prior to the then-scheduled Closing Date.

(ii) **Satisfaction of Seller's Contingencies.** If Seller's Contingencies are not satisfied prior to the Closing Date (subject to the above extension), either party may terminate this Agreement by written notice to the other party, in which case the escrow will be terminated, all documents will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party will pay one half of the cost of terminating the escrow.

(b) **Buyer's Contingencies.** Buyer's obligation to purchase the Property in accordance with this Agreement is contingent on the following (collectively, "**Buyer's Contingencies**"):

(i) **Title Policy.** The Title Company shall be unconditionally committed to issue to Buyer at Closing (a) an ALTA standard coverage owner's policy of title insurance for the Property, with a liability limit in the amount of the Purchase Price, and insuring fee title vests in Buyer, subject only to the Permitted Exceptions (the "**Title Policy**") and, (b) at Buyer's option, an ALTA extended coverage form and/or title endorsements to the Title Policy.

(ii) **Seller's Obligations.** Seller shall have timely performed and complied with all of Seller's material obligations under this Agreement.

(iii) **Seller's Representations.** Each representation and warranty of Seller in this Agreement shall have been true in each material respect as of the Effective Date and shall be true in all material respects on the Closing Date.

(iv) **Satisfaction or Waiver of Buyer's Contingencies.** Buyer's Contingencies are solely for the benefit of Buyer. If any of Buyer's Contingencies are not timely satisfied, Buyer shall have the right, at its sole election, either to waive any of them in writing and proceed to Closing or to terminate this Agreement. If Buyer elects to terminate this Agreement as authorized herein, the escrow shall be terminated, all documents shall be returned to the party that deposited them, and neither party shall have any further rights or obligations under this Agreement, except as otherwise expressly provided.

**10. Condemnation.** If any taking pursuant to the power of eminent domain is threatened or occurs as to all or any material portion of the Property before the Closing Date, or a sale occurs in lieu thereof, Buyer may elect either to: (a) terminate this Agreement by delivery of written notice to Seller within ten (10) days after written notice of the condemnation or threat thereof; or (b) proceed to Closing, in which event all proceeds, awards and other payments arising from any such taking or sale of the Property shall be assigned to and paid to Buyer, without any adjustment of the Purchase Price.

**11. Representations and Warranties of Seller.** Seller represents and warrants as follows:

(a) Seller is an Oregon municipal corporation and has all requisite power and authority to own the Property and to enter into this Agreement and perform its obligations hereunder.



(b) The execution and performance of this Agreement by Seller, and the Closing contemplated hereby, will not conflict with any provision of law applicable to Seller, nor will it result in the breach of any provision of, or constitute a default under, any agreement or instrument to which Seller is a party or by which Seller is bound.

(c) This Agreement and the documents to be delivered by Seller at the Closing have been duly authorized by all necessary corporate action on the part of Seller, and have been (or will be, as applicable) duly executed and delivered by Seller.

(d) Seller has not entered into any agreement other than this Agreement that gives any person or entity any present or future right to acquire the Property or any rights or interest, including leases, in or to the Property or any portion thereof.

(e) Except as disclosed to Buyer, there are no transactions, suits, proceedings, litigation (including zoning or other land use proceedings), condemnation, or investigations pending or, to Seller's knowledge, threatened against or affecting the Property or Seller (as the owner of the Property) in any court at law or in equity, or before or by any governmental department, commission, board, agency, or instrumentality, that would prevent Seller from meeting all of its obligations under this Agreement or that would result in a material adverse change in the condition of the Property.

(f) Seller has not received written notification from any governmental authority specifying any non-compliance of the Property or any portion thereof with applicable codes, statutes, ordinances, or regulations.

(g) Seller is not a party to any contract or agreement, nor are there any contracts or agreements, affecting or relating to the Property that may not be terminated by Seller on the Closing Date.

(h) Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

(i) There are no leases or tenancies in effect relating to the Property or other rights of third parties to use the Property (inclusive of the improvements thereon).

The representations and warranties of Seller set forth in this Section 11 shall survive Closing for a period of one (1) year. If Buyer discovers after Closing that any representation and warranty made by Seller that is of a material nature is not true in any material respect, Buyer shall have the right to pursue any available remedy against Seller, including the recovery of actual damages, but excluding any consequential or punitive damages.

**12. Property Purchased "AS IS".** Except as expressly set forth in this Agreement, the Property is being sold and conveyed "as is," "where is," and "with all faults" and Seller has not made, does not make, and hereby disclaims any and all express or implied representations and warranties regarding or relating to the condition, suitability for any particular purpose, susceptibility to flooding, value, marketability, or zoning of the Property, or with respect to use and occupancy restrictions, compliance with environmental laws and laws and regulations relating to hazardous substances, toxic wastes and underground storage tanks, and all legal requirements

affecting or relating to the Property. Buyer acknowledges that, except as expressly set forth in this Agreement, no such representations or warranties, express or implied, have been made. Buyer acknowledges that any and all information, feasibility or marketing reports, environmental or physical condition reports, or other information of any type that Buyer has received or may receive from Seller or Seller's agents is furnished on the express condition that Buyer shall or would make an independent verification of the accuracy of any and all such information, all such information being furnished without any warranty whatsoever. Buyer shall rely upon its own inspection and its own professional advisors in its examination of the Property and all improvements thereon. Buyer hereby represents, warrants, and covenants to Seller that, Buyer has conducted Buyer's own investigation of the Property and the physical condition thereof, including, without limitation, accessibility and location of utilities, use of hazardous materials on, from, or under the Property, permissible uses, zoning, covenants, conditions and restrictions, and other matters which in Buyer's judgment are necessary or advisable or might affect or influence Buyer's use of the Property, or bear upon the value and suitability of the Property for Buyer's intended purposes, or Buyer's willingness to enter into this Agreement. Buyer recognizes that Seller would not sell the Property except on an as is, where is, and with all faults basis, and acknowledges that Seller has made no representations or warranties of any kind in connection with the Property. Buyer expressly waives all claims it may have against Seller in any way relating to the Property or its condition, with the sole exception of Buyer's claims under this Agreement, and the Deed being delivered by Seller. The terms and covenants of this Section 12 shall survive the Closing and the delivery of the Deed, or any termination of this Agreement.

**13. Survival.** None of the terms, covenants, conditions, representations, warranties and agreements of this Agreement shall survive Closing or any termination of this Agreement, except as otherwise expressly provided to the contrary herein.

**14. Real Estate Commissions.** Buyer and Seller each represent and warrant to the other that no brokers' or real estate commissions will be due as a result of the transaction contemplated by this Agreement. Subject to limitations of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), Seller agrees to indemnify, defend, and save harmless Buyer from and against any cost and expense (including reasonable attorney fees) incurred by Buyer as a result of the untruth of the foregoing representation by Seller, or any claims by a broker for payment of a commission by Buyer based upon the actions of Seller. Subject to limitations of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), Buyer agrees to indemnify, defend, and save harmless the Seller from and against any cost and expense (including reasonable attorney fees) incurred by Seller as a result of the untruth of the foregoing representation by Buyer, or any claims by a broker for payment of a commission by Seller based upon the actions of Buyer. The terms and covenants of this Section 14 shall survive the Closing.

**15. Assignment.** Neither Buyer nor Seller may assign or otherwise transfer any of its rights or obligations under this Agreement.

**16. Default.** If Buyer fails, without legal excuse, to complete the purchase of the Property as contemplated by this Agreement, Seller may, as Seller's exclusive remedy, terminate this Agreement by delivery of written notice to Buyer, and receive a reimbursement of all of Seller's out of pocket costs and expenses incurred in connection with this Agreement, as liquidated and agreed upon damages.

If Seller does not satisfy any of its obligations under this Agreement, without legal excuse, Buyer may, as Buyer's exclusive remedy, elect to: (a) terminate this Agreement by delivery of written notice to Seller, and receive a reimbursement of all Buyer's out of pocket costs and expenses incurred in connection with this Agreement, as liquidated and agreed upon damages, or (b) seek specific performance.

The foregoing limitations of remedies and liquidated damages provisions shall not apply to the parties' indemnity obligations under this Agreement.

**17. Time of the Essence.** The parties agree that time shall be of the essence in the performance of all of the terms and conditions of this Agreement. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act must be performed, or by which Closing must be held, expires on a Saturday, Sunday, or a holiday, then such time period shall be automatically extended to the next day that is not a Saturday, Sunday, or a holiday.

**18. Captions, Construction.** Headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement. The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Agreement.

**19. Entire Agreement.** The parties acknowledge that this Agreement contains the entire agreement between the parties with respect to the transaction contemplated hereby, and supersedes any prior oral or written understandings. No modification of this Agreement and no waiver of any of its terms or conditions shall be effective unless made in writing and duly executed by both parties.

**20. Successors and Assigns.** This Agreement shall be binding on the parties and their respective successors and permitted assigns.

**21. Notices.** Any notice, consent or other communication permitted or required by this Agreement shall be in writing, and shall be given to each party, at the address set forth below, in the following manner: (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, together with email transmission. Each such notice shall be deemed to have been given upon receipt or refusal to accept delivery. Unless and until changed as provided below, the addresses for notices given pursuant to this Agreement shall be as follows:

to Buyer:

City of Wilsonville  
29799 SW Town Center Loop E  
Wilsonville, OR 97070  
Attn: Chris Neamtzu, Community Development Director  
Email: neamtzu@ci.wilsonville.or.us

with a copy to :

City of Wilsonville  
29799 SW Town Center Loop E

Wilsonville, OR 97070  
 Attn: Amanda Guile-Hinman, City Attorney  
 Email: guile@ci.wilsonville.or.us

to Seller:

West Linn-Wilsonville School District  
 22210 SW Stafford Road  
 Tualatin, Oregon 97062  
 Attn: Pat McGough  
 Email: mcgoughp@wlwv.k12.or.us

with a copy to:

Miller Nash LLP  
 111 SW 5<sup>th</sup> Avenue, Suite 3400  
 Portland, Oregon 97204  
 Attn: James M. Walker  
 Email: james.walker@millernash.com

**22. Controlling Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Oregon.

**23. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution of this Agreement by the parties hereto may be evidenced by the transmission of electronic copies (including copies executed by .PDF or DocuSign), which shall have the same effect as an original.

**24. Statutory Disclaimer.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**[signatures follow]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**SELLER:**

WEST LINN-WILSONVILLE SCHOOL DISTRICT,  
an Oregon municipal corporation

By: \_\_\_\_\_

Name:

Title:

**BUYER:**

CITY OF WILSONVILLE,  
an Oregon municipal corporation

By: \_\_\_\_\_

Name:

Title:

EXHIBIT A-1

## Legal Description

A portion of the following described property:

## LEGAL DESCRIPTION

## PARCEL I:

A tract of land situated in the Southeast one-quarter of Section 12, Township 3 South, Range 1 West of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Commencing at a stone in a monument box at the Southeast corner of said Section 12; thence tracing the South line of said Section 12 and the centerline of Boeckman Road South 89°46'58" West 1,519.10 feet; thence North 0°02'40" East 30.00 feet to a 5/8" iron rod on the North right-of-way line of Boeckman Road and the true point of beginning of this description; thence continuing North 0°02'40" East 828.00 feet to a 5/8" iron rod; thence South 89°46'58" West 511.16 feet; thence South 0°02'40" West 828.00 feet to the North right-of-way line of said Boeckman Road; thence along said North right-of-way line North 89°46'58" East 511.16 feet to the true point of beginning.

Bearings in this description are based on 'LP 064' (Clackamas County Restoration Survey).

## PARCEL II:

A tract of land situated in the Southeast one-quarter of Section 12, Township 3 South, Range 1 West of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

BEGINNING at stone in monument box at the Southeast corner of said Section 12; thence tracing the South line of said Section 12 and the center line of Boeckman Road South 89°46'58" West 925.63 feet to the Southwest corner of a tract of land conveyed by Theodore C. Hopper to Walter O. and Doris A. Wehler recorded as Recorder's Fee No. 73-35929, Clackamas County Records (found 5/8-inch iron rod bears North 00°02'40" East 30.21 feet); thence continuing South 89°46'58" West 33.00 feet; thence North 00°02'40" East (parallel to the East line of the Southeast one-quarter of said Section 12) 30.00 feet to a point on the North right-of-way line of Boeckman Road (5/8-inch iron rod set by L. S. 475 bears South 63° East 0.13 feet); thence continuing North 00°02'40" East along the West line of a tract of land described in Warranty Deed from James A. Hathaway to Dale I. Kreilkamp, recorded as Recorder's Fee No. 86-01354, Clackamas County Records, North 00°02'40" East 422.00 feet to the true point of beginning of this description; thence South 89°46'58" West 540.47 feet; thence South 00°20'40" West 422.00 feet to a point on the North right-of-way line of said Boeckman Road (30.00 feet North of center line); thence tracing said North line South 89°46'58" West 20.00 feet; thence North 00°02'40" East 828.00 feet to a point on the South line of a tract of land described in Warranty Deed from Hubert Hutchcroft and Gladys B. Hutchcroft to Robert Coats, recorded in Book 641, Page 199, June 9, 1964, Clackamas County Deed Records; thence along said South line and also the South line of a tract of land conveyed by Berry K. Fuller and Stanley Kruse, co-executors of the estate of Mary W. Kruse to Ernest R. and Pauline V. Russel, recorded as Recorder's Fee No. 74-5153, Clackamas County Records, North

(Continued)



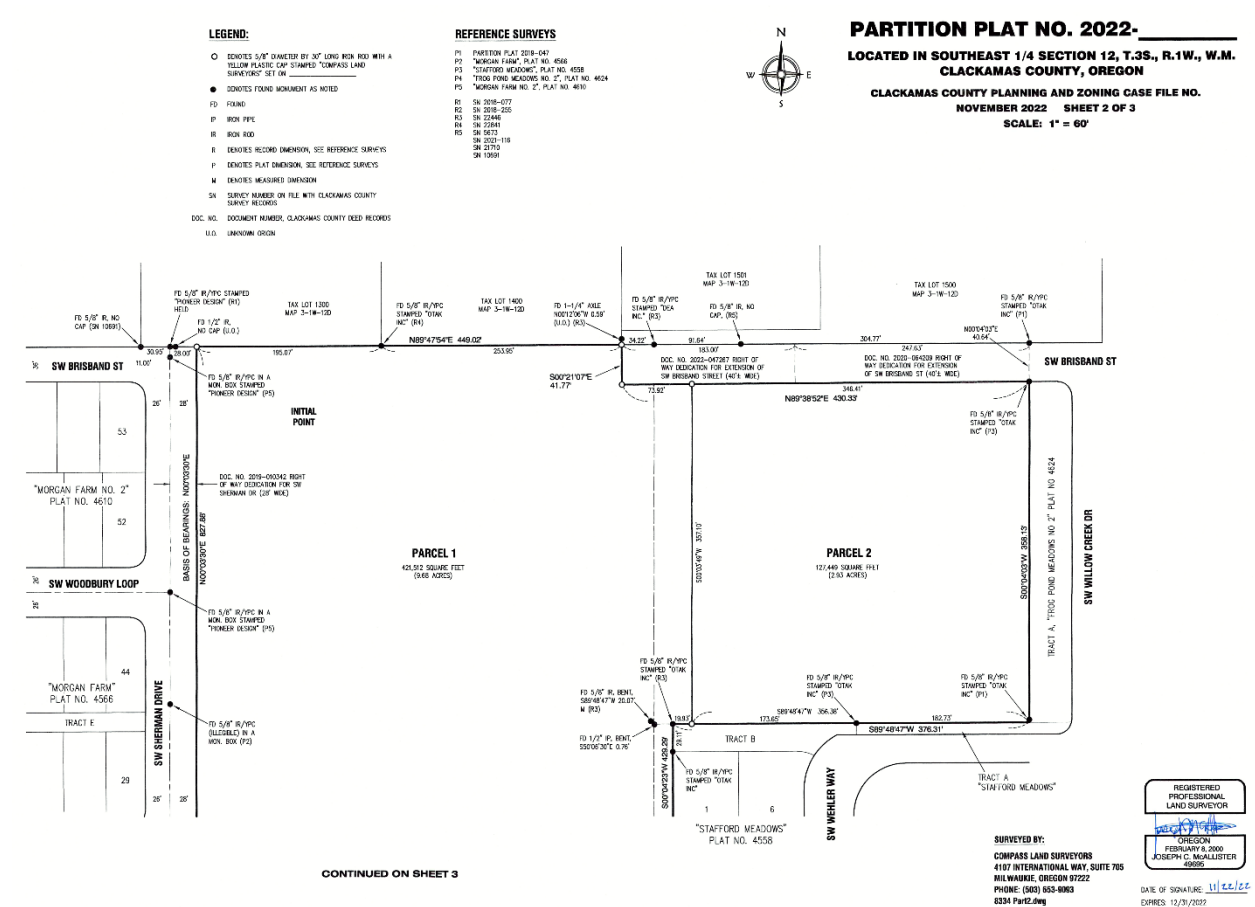
89°46'58" East 560.47 feet to the Northwest corner of the Kreilkamp Tract described in said Recorder's Fee No. 86-01354, Clackamas County Records; thence along the West line of said Kreilkamp Tract South 00°02'40" West 406.00 feet to the true point of beginning of this description. Bearings in this description are based on 'LP 064' (Clackamas County Restoration Survey).

EXCEPTING THEREFROM that portion thereof contained in Deed to Louie M. Pike, et ux, recorded February 9, 1989, Recorder's Fee No. 89 06039, Clackamas County Records.

EXHIBIT A-2

## Depiction of Land

Parcel 2, as shown below:



**EXHIBIT B**  
**Statutory Special Warranty Deed**

Until a change is requested, all  
tax statements shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

After recording return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATUTORY SPECIAL WARRANTY DEED**

\_\_\_\_\_, a \_\_\_\_\_ ("Grantor") conveys and specially warrants to \_\_\_\_\_,  
a \_\_\_\_\_ ("Grantee"), that certain real property situated in \_\_\_\_\_ County, Oregon,  
legally described on **Exhibit A** attached hereto and incorporated herein by this reference, free of  
encumbrances created or suffered by Grantor except as set forth on **Exhibit B** attached hereto and  
incorporated herein by this reference.

The true consideration for this conveyance is \$\_\_\_\_\_.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:

\_\_\_\_\_,  
a \_\_\_\_\_

[Insert notary block]

Exhibit A to Deed

Legal Description

Exhibit B to Deed

Encumbrances



## CITY COUNCIL MEETING STAFF REPORT

|   |  |   |
|---|--|---|
| <b>Meeting Date:</b> April 3, 2023  | <b>Subject: Ordinance Nos. 875 and 876</b><br>Annexation and Zone Map Amendment for PCT NW Properties, LLC, dba Precision Countertops<br><br><b>Staff Member:</b> Cindy Luxhoj AICP, Associate Planner<br><br><b>Department:</b> Community Development   |   |
| <b>Action Required</b><br><input checked="" type="checkbox"/> Motion<br><input checked="" type="checkbox"/> Public Hearing Date:<br>March 20, 2023<br><input checked="" type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date:<br>March 20, 2023<br><input checked="" type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date:<br>April 3, 2023<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Information or Direction<br><input type="checkbox"/> Information Only<br><input type="checkbox"/> Council Direction<br><input type="checkbox"/> Consent Agenda | <b>Advisory Board/Commission Recommendation</b><br><input type="checkbox"/> Approval<br><input type="checkbox"/> Denial<br><br><input type="checkbox"/> None Forwarded<br><input checked="" type="checkbox"/> Not Applicable<br><br><b>Comments:</b> The Coffee Creek Industrial Design Overlay District allows City Council adoption of the annexation and Zone Map amendment concurrent with or up to 120 days prior to the Development Review Board application (hearing scheduled for March 27, 2023). |   |
| <b>Staff Recommendation:</b> Staff recommends Council adopt Ordinance Nos. 875 and 876 on 2 <sup>nd</sup> Reading.  |  |   |
| <b>Recommended Language for Motion:</b> In two separate motions: <ul style="list-style-type: none"> <li>• I move to adopt Ordinance No. 875 on 2<sup>nd</sup> Reading.</li> <li>• I move to adopt Ordinance No. 876 on 2<sup>nd</sup> Reading.</li> </ul>   |  |   |
| <b>Project / Issue Relates To:</b>  |  |   |
| <input type="checkbox"/> Council Goals/Priorities:  | <input checked="" type="checkbox"/> Adopted Master Plan(s):<br>Coffee Creek Master Plan  | <input type="checkbox"/> Not Applicable |

### ISSUE BEFORE COUNCIL:

Approve, modify, or deny Ordinance Nos. 875 and 876 to annex and rezone approximately 9.63 acres at 25540 SW Garden Acres Road within the Coffee Creek Master Plan area, enabling development of a corporate headquarters/fabrication facility and associated site improvements.



**EXECUTIVE SUMMARY:**

The City adopted the Coffee Creek Industrial Form-based Code and Pattern Book in February 2018, establishing clear and objective development standards for street design and connectivity, site design and circulation, building form and massing, and building design and architecture to substantially minimize judgment about compliance. As part of this adoption, the City modified procedures governing City Council review of annexation and Zone Map amendments in Coffee Creek, allowing for City Council review of these requests without prior review or recommendation by the Development Review Board. This modification allows for the concurrent processing of the annexation and Zone Map amendment requests with the other related development permit applications.

The applicant, PCT NW Properties OR, LLC, dba Precision Countertops, Inc., desires to construct a 66,000-square-foot corporate headquarters and fabrication facility and associated improvements on the vacant property at 25540 SW Garden Acres Road. The applicant desires to annex 9.63 acres of property into Wilsonville and apply the City zoning designation of Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA). This zoning designation is consistent with the site’s Comprehensive Plan designation of “Industrial” and Metro’s designation of the Coffee Creek Industrial Area as a Regionally Significant Industrial Area in Title 4 of the Urban Growth Management Functional Plan.

The Development Review Board will hold a public hearing on the application since the request includes a waiver to the Form-based Code standards. The hearing is scheduled for March 27, 2023, for the proposed Stage 1 Preliminary Plan, Stage 2 Final Plan, Site Design Review, Waiver, Class 3 Sign Permit, and Type C Tree Removal Plan applications. The provisions of Section 4.022 (.03) allow for City Council call-up of any final action taken by the Development Review Board and remain in effect for projects within Coffee Creek. The annexation and Zone Map amendment ordinances will expire 120 days from Council adoption if the Stage 2 Final Plan application is not approved by the Development Review Board.

**EXPECTED RESULTS:**

Adoption of Ordinance Nos. 875 and 876 will bring this portion of the Coffee Creek Industrial Area into the City and zone the property for industrial development consistent with the Coffee Creek Master Plan.

**TIMELINE:**

The annexation and Zone Map amendment will be in effect 30 days after the ordinances are adopted, pending approval of the Stage 2 Final Plan by the Development Review Board and upon filing the annexation records with the Secretary of State as provided by ORS 222.180.

**CURRENT YEAR BUDGET IMPACTS:**

None.

**COMMUNITY INVOLVEMENT PROCESS:**

Staff sent the required public hearing notices and has made materials regarding the application readily available to the public.

**POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:**

Annexation and development of the subject land will provide additional industrial development consistent with the goals of the Coffee Creek Master Plan.

**ALTERNATIVES:**

The alternatives are to modify, approve, or deny the annexation and Zone Map amendment requests.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Ordinance No. 875
  - A. Legal Description and Sketch Depicting Land/Territory to be Annexed
  - B. Petition for Annexation
  - C. Annexation Findings
2. Ordinance No. 876
  - A. Zoning Order ZONE22-0005 Including Legal Description and Sketch Depicting Zone Map Amendment
  - B. Zone Map Amendment Findings

**ORDINANCE NO. 875****AN ORDINANCE OF THE CITY OF WILSONVILLE ANNEXING APPROXIMATELY 9.63 ACRES OF PROPERTY LOCATED AT 25540 SW GARDEN ACRES ROAD FOR DEVELOPMENT OF A CORPORATE HEADQUARTERS/FABRICATION FACILITY AND ASSOCIATED SITE IMPROVEMENTS.**

WHEREAS, an application has been submitted by PCT NW Properties OR, LLC, dba Precision Countertops, Inc. – Owner/Applicant, in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code; and

WHEREAS, the subject site is located at 25540 SW Garden Acres Road, on Tax Lot 500, Section 2C, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon; and

WHEREAS, a petition (Exhibit B) submitted to the City requests annexation of certain real property legally described and depicted in Exhibit A; and

WHEREAS, Robert Hausserman, Steve Mast, and Marcus Neff representing PCT NW Properties OR, LLC, representing 100 percent of the property ownership within the annexation area signed the petition; and

WHEREAS, there are no electors located within the annexation area; and

WHEREAS, ORS 227.125 authorizes the annexation of territory based on consent of all owners of land and a majority of electors within the territory and enables the City Council to dispense with submitting the questions of the proposed annexation to the electors of the City for their approval or rejection; and

WHEREAS, the land to be annexed is within the Urban Growth Boundary and has been master planned as part of the Coffee Creek Industrial Area; and

WHEREAS, the land to be annexed is contiguous to the City and can be served by City services; and

WHEREAS, pursuant to Section 4.700 of the Development Code the City Council shall review quasi-judicial annexation requests in the Coffee Creek Industrial Design Overlay District without prior review or recommendation by the Development Review Board where concurrent with a quasi-judicial zone map amendment request as specified in Section 4.197 (.02) A; and

WHEREAS, pursuant to Section 4.700 of the Development Code this annexation ordinance expires 120 days from adoption unless a Stage 2 Final Plan for the subject area is approved by the City; and

WHEREAS, on March 20, 2023, the City Council held a public hearing as required by Metro Code 3.09.050; and

WHEREAS, reports were prepared and considered as required by law; and because the annexation is not contested by any party, the City Council chooses not to submit the matter to the voters and does hereby favor the annexation of the subject tract of land based on findings and conclusions.

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

- Section 1. Findings. The tract of land, described and depicted in Exhibit A, is declared annexed to the City of Wilsonville.
- Section 2. Determination. The findings and conclusions incorporated in Exhibit C are adopted. The City Recorder shall immediately file a certified copy of this ordinance with Metro and other agencies required by Metro Code Chapter 3.09.050(g) and ORS 222.005. The annexation shall become effective upon filing of the annexation records with the Secretary of State as provided by ORS 222.180.
- Section 3. Effective Date. This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED by the Wilsonville City Council and read for the first time at a regular meeting thereof this 20<sup>th</sup> day of March, 2023, and scheduled the second reading on the 3<sup>rd</sup> day of April, 2023, commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

---

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 3<sup>rd</sup> day of April, 2023, by the following votes:

Yes: \_\_\_\_\_ No: \_\_\_\_\_

---

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 3<sup>rd</sup> day of April, 2023.

---

JULIE FITZGERALD MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Berry

Councilor Dunwell

Councilor Linville

EXHIBITS:

- A. Legal Description and Sketch Depicting Land/Territory to be Annexed
- B. Petition for Annexation
- C. Annexation Findings

**EXHIBIT “ “**  
**ANNEXATION DESCRIPTION**

Commencing at the quarter corner common to Section 2 and 3, Township 3 South, Range 1 West, of the Willamette Meridian;

Thence South 1° 20' 00" West, along the West line of said Section 2, 1322.25 feet to the intersection of said West line with the westerly prolongation of the North line of Lot 11 of Garden Acres and the True Point of Beginning;

Thence, leaving said West line, along said prolongation, South 88° 55' 06", 40.50 feet to the East right-of-way line of Southwest Garden Acres Road;

Thence, along said East right-of-way line, South 1° 20' 00" West, 0.80' to the South line of that tract deeded to Pioneer Hi-Bred International, recorded March 12th, 1985, Fee No. 8500845;

Thence, along said South line, South 87° 45' 34" East, 1280.29 feet to the Southeast corner of said Pioneer tract, being on the East Line of said Lot 11;

Thence, along the East line of said Lot 11, South 00° 36' 38" West, 304.06 feet to the Southeast corner thereof;

Thence, along the south line of said Lot 11, North 88° 54' 27" West 1283.98 feet, to the East right-of-way line of SW Garden Acres Road;

Thence, leaving said East right-of-way line, along the westerly prolongation of the South line of said Lot 11, North 88° 54' 27" West, 40.50 feet to the West line of said Section 2;

Thence along said West line; North 01° 20' 00" East, 330.50 feet to the Point of Beginning.

Containing 9.63 acres, more or less.

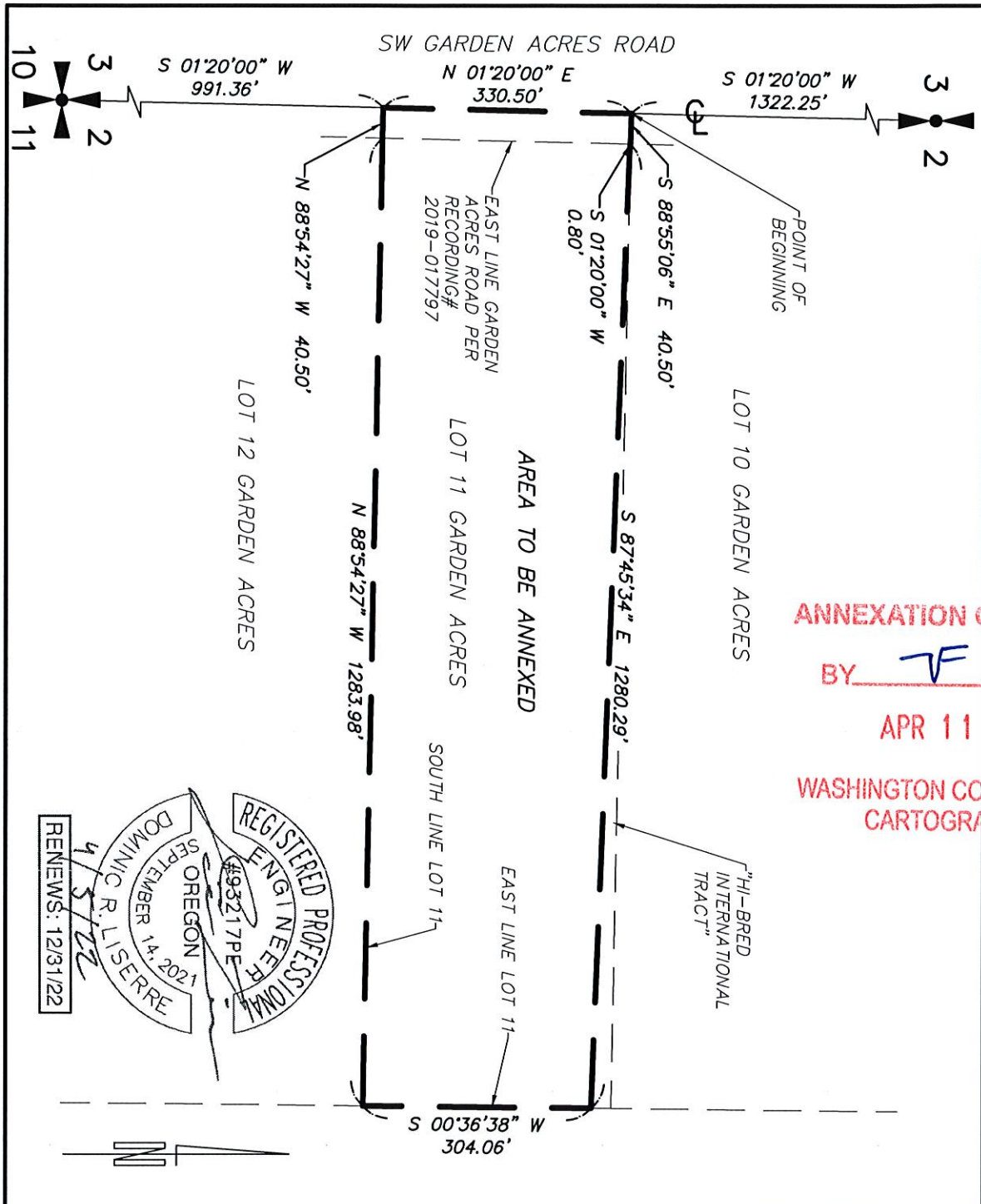


**ANNEXATION CERTIFIED**

BY TF

**APR 11 2022**

**WASHINGTON COUNTY A & T  
CARTOGRAPHY**



ANNEXATION CERTIFIED

BY

APR 11 2022

WASHINGTON COUNTY A & T  
CARTOGRAPHY

PLS ENGINEERING

Engineering - Surveying - Planning  
604 W. Evergreen Blvd., Vancouver, WA 98660  
PH: (360) 944-6519 Fax: (360) 944-6539

**EXHIBIT**

FOR ANNEXATION  
LOCATED IN THE W 1/2 OF THE W 1/2  
OF SECTION 2 T. 3 S., R. 1 W., W.M.  
WASHINGTON COUNTY, OREGON

SCALE: N.T.S.

JOB NO. 3308

DATE: 04-05-2021

DWG FILE: 3308L1

DRAWN BY: JG



# ORDINANCE NO. 875 EXHIBIT B



Item 17.

## PETITION SIGNERS

To: Wilsonville City Council (Wilsonville Oregon)

We, the undersigned property owners of and/or registered voters in the area described below, hereby petition for, and give our consent to, annexation of the area to the City of Wilsonville.

| Signature  | Printed Name                     | Address   | I AM A: * |    |    | Property Description       |                            |
|--|----------------------------------|---|-----------|----|----|----------------------------|----------------------------|
|  |                                  |   | PO        | RV | OV | Tax Map & Lot Number       | Parcel Size                |
|  |                                  |   |           |    |    |                            |                            |
|  | <b>PCT NW Properties OR, LLC</b> | 25540 SW Garden Acres Rd,<br>Sherwood, OR 97140 |           |    |    | T3S R1W 2C, Tax Lot<br>500 | 9.33 Acres<br>(406,231 SF) |
| <i>Robert Hausserman</i>   | Robert Hausserman,<br>Manager    |   | X         |    |    |                            |                            |
| <i>Steven Mast</i><br><small>Steven Mast (Apr 1, 2022 10:13 PDT)</small> | Steve Mast, Manager              |   | X         |    |    |                            |                            |
| <i>Marcus Neff</i><br><small>Marcus Neff (Apr 1, 2022 09:59 PDT)</small> | Marcus Neff, Manager             |   | X         |    |    |                            |                            |

- \* PO = Property Owner  
RV = Registered Voter  
OV = Owner and Registered Voter









# Petition Signers

Final Audit Report

2022-04-01

|                 |   |
|-----------------|---|
| Created:        | 2022-04-01  |
| By:             | Robert Hausserman (robert.h@precisioncountertops.com) |
| Status:         | Signed  |
| Transaction ID: | CBJCHBCAABAII7XmrcTkvc73aOgCAtCXTrBg3qocYoX           |

## "Petition Signers" History

-  Document created by Robert Hausserman (robert.h@precisioncountertops.com)  
2022-04-01 - 4:53:51 PM GMT- IP address: 204.195.39.92
-  Document emailed to Marcus Neff (marcus.neff@precisioncountertops.com) for signature  
2022-04-01 - 4:56:10 PM GMT
-  Document emailed to Steven Mast (steve.m@precisioncountertops.com) for signature  
2022-04-01 - 4:56:10 PM GMT
-  Email viewed by Marcus Neff (marcus.neff@precisioncountertops.com)  
2022-04-01 - 4:57:33 PM GMT- IP address: 74.82.228.19
-  Document e-signed by Marcus Neff (marcus.neff@precisioncountertops.com)  
Signature Date: 2022-04-01 - 4:59:18 PM GMT - Time Source: server- IP address: 74.82.228.19
-  Email viewed by Steven Mast (steve.m@precisioncountertops.com)  
2022-04-01 - 5:13:14 PM GMT- IP address: 67.139.75.130
-  Document e-signed by Steven Mast (steve.m@precisioncountertops.com)  
Signature Date: 2022-04-01 - 5:13:35 PM GMT - Time Source: server- IP address: 67.139.75.130
-  Agreement completed.  
2022-04-01 - 5:13:35 PM GMT



**CERTIFICATION OF PROPERTY OWNERSHIP OF  
100% OF LAND AREA**

I hereby certify that the attached petition contains the names of the Owners <sup>1</sup> (as shown on the last available complete assessment roll) of 100% of the land area of the territory proposed for annexation as described in the attached petition.

Name: TED FOSTER  
Title: GIS TECH  
Department: CARTOGRAPHY  
County of: WASHINGTON  
Date: 4/11/22

**ANNEXATION CERTIFIED**

BY TF

**APR 11 2022**

**WASHINGTON COUNTY A & T  
CARTOGRAPHY**

<sup>1</sup> Owner means the legal owner of record or, where there is a recorded land contract which is in force, the purchaser thereunder. If a parcel of land has multiple owner, each consenting owner shall be counted as a percentage of their ownership interest in the land. That same percentage shall be applied to the parcel's land mass and assessed value for purposes of the consent petition. If a corporation owns the land in the territory proposed to be annexed, the corporation shall be considered the individual owner of that land.



# WASHINGTON COUNTY OREGON

## CERTIFICATION OF REGISTERED VOTERS FOR ANNEXATION PURPOSES\*

I hereby certify that the attached petition for the annexation of the territory listed herein to the CITY OF WILSONVILLE contains, as of the date listed, the following information:

3 Number of signatures of individuals on petition.  
0 Number of active **registered voters** within the territory to be annexed.  
0 Number of **VALID signatures of active registered voters** within the territory to be annexed, on the petition.

Tax lot number(s): 3S102C000500 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DIVISION: ELECTIONS  
 COUNTY: WASHINGTON  
 DATE: April 12, 2022  
 NAME: Angie Muller  
 TITLE: Senior Administrative Specialist

Angie Muller  
 (Signature of Election Official)



\*This 'Certification of Registered Voters for Annexation Purposes' DOES NOT, in any way, make the determination if this petition meets the annexation requirements of the city/district listed.

Annexation certification sht rev4-043009



Ordinance No. 875 Exhibit C  
Annexation Findings

Precision Countertops

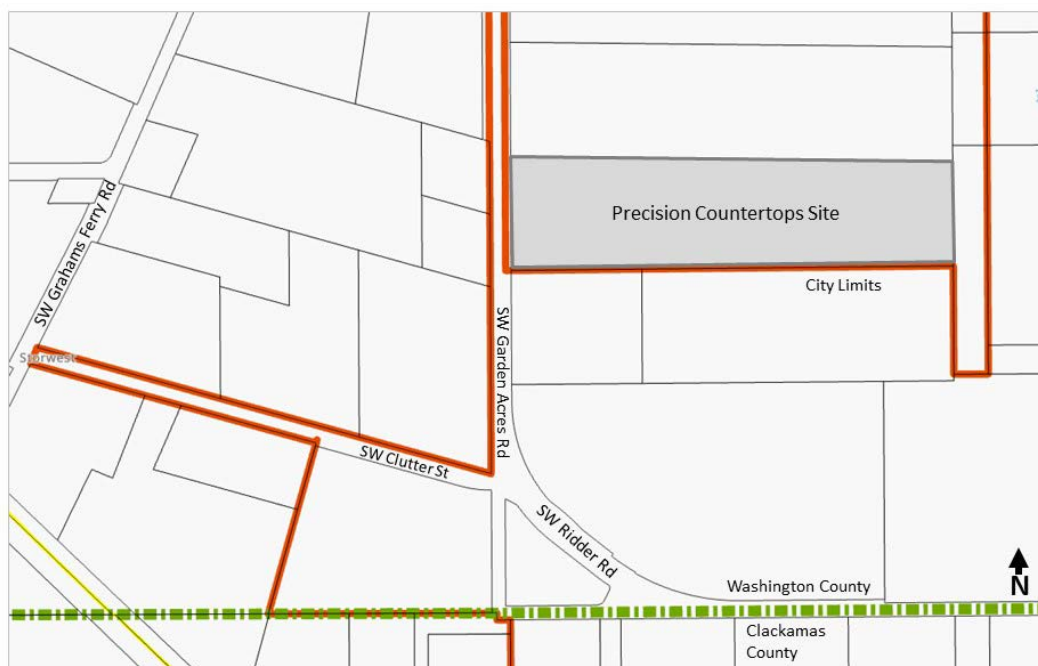
City Council  
Quasi-Judicial Public Hearing

|  |   |
|--|---|
| <b>Hearing Date:</b>                       | March 20, 2023  |
| <b>Date of Report:</b>                     | March 7, 2023   |
| <b>Application No.:</b>                    | ANNX22-0004 Annexation  |
| <b>Request/Summary:</b>                    | City Council approval of a quasi-judicial annexation of approximately 9.63 acres for a corporate headquarters and fabrication facility and associated site improvements.  |
| <b>Location:</b>                           | 25540 SW Garden Acres Road. The property is specifically known as Tax Lot 500, Section 2C, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon |
| <b>Owner/Applicant/<br/>Petitioner:</b>    | PCT NW Properties OR, LLC, dba Precision Countertops, Inc. (Contact: Robert Hausserman)   |
| <b>Applicant's<br/>Representative:</b>     | MDG Architecture/Interiors (Contact: Simone O'Halleran)   |
| <b>Comprehensive Plan Designation:</b>     | Industrial  |
| <b>Zone Map Classification (Current):</b>  | FD-20 (Future Development – 20 Acre)  |
| <b>Zone Map Classification (Proposed):</b> | PDI-RSIA (Planned Development Industrial – Regionally Significant Industrial Area)  |
| <b>Staff Reviewer:</b>                     | Cindy Luxhoj AICP, Associate Planner  |
| <b>Staff Recommendation:</b>               | <u>Approve</u> the requested annexation.  |



**Applicable Review Criteria:**

|  |   |
|--|---|
| <b><u>Development Code:</u></b>                              |   |
| Section 4.700  | Annexation  |
| <b><u>Comprehensive Plan and Sub-elements:</u></b>           |   |
| Citizen Involvement  |   |
| Urban Growth Management                                      |   |
| Public Facilities and Services                               |   |
| Land Use and Development                                     |   |
| Plan Map   |   |
| Transportation Systems Plan                                  |   |
| Coffee Creek Master Plan                                     |   |
| <b><u>Regional and State Law and Planning Documents:</u></b> |   |
| Metro Code Chapter 3.09                                      | Local Government Boundary Changes                                 |
| ORS 222.111  | Authority and Procedures for Annexation                           |
| ORS 222.125  | Annexation by Consent of All Land Owners and Majority of Electors |
| ORS 222.170  | Annexation by Consent Before Public Hearing or Order for Election |
| Statewide Planning Goals                                     |   |

**Vicinity Map**

**Background / Summary:**

The subject area has long been rural/semi-rural adjacent to the growing City of Wilsonville. Metro added the 216 +/- gross acre area now known as the Coffee Creek Industrial Area to the Urban Growth Boundary in 2002 to accommodate future industrial growth. To guide development of the area, the City of Wilsonville adopted the Coffee Creek Industrial Master Plan in 2007. In 2018, the City adopted the Coffee Creek Industrial Area Form-based Code and accompanying Pattern Book for future development in Coffee Creek. Annexation of the 9.63 acres of property will enable development consistent with the Coffee Creek Master Plan.

All property owners in the annexation area have consented in writing to the annexation. There are no electors residing on the subject property.

**Conclusion and Conditions of Approval:**

Staff recommends the City Council annex the subject property with the following condition:

Request: Annexation (ANNX22-0004)

|               |   |
|---------------|---|
| <b>PDA 1.</b> | The annexation ordinance will expire in 120 days without approval of a Stage 2 Final Plan for the subject property. |
|---------------|---|



## Findings of Fact:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

### General Information

#### Application Procedures-In General Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

#### Initiating Application Section 4.009

The owners of all property included in the application signed the application forms and initiated the application.

### Request A: Annexation (ANNX22-0004)

#### Comprehensive Plan

##### Allowed Annexation Implementation Measure 2.2.1.a.

- A1.** The land proposed for annexation is located within the UGB and within the Coffee Creek Master Plan area. This area has been identified for industrial development and the applicant proposes to construct public services including roadway improvements, necessary infrastructure, and utility services to the site in accordance with City of Wilsonville standards.

##### Annexation Review Standards Implementation Measure 2.2.1.e.

- A2.** Metro and the City of Wilsonville have identified the Coffee Creek area for industrial and employment land uses. The City has undertaken years of planning work to adopt zoning and other regulations to guide and direct such annexation, development, and land use. The applicant responds to applicable approval standards, guidelines, and criteria to demonstrate that the proposal is consistent with all the applicable Metro and State policies, plans, and regulations. The project will be developed with public facilities and services as identified in the City's Capital Improvement Plan, and which are adequate to serve the site. The project type and use matches the goals and objectives of the City within the Coffee Creek Industrial Area.

## Development Code

### Authority to Review Annexation

Subsections 4.030 (.01) A, 11, 4.031 (.01) K, and 4.033 (.01) F.

- A3.** The subject annexation request has been determined to be quasi-judicial and is being reviewed by the City Council consistent with these subsections.

### Annexation

Section 4.700

- A4.** The applicant has met all submittal requirements and procedures described in this Section including submission of a petition, legal descriptions describing the land to be annexed, an analysis of the relationship with the Comprehensive Plan, state statutes, Statewide Planning Goals, and Metro plans.

### Annexations in the Coffee Creek Industrial Design Overlay District

Subsection 4.700 (.02) A.

- A5.** The subject property is located within the Coffee Creek Industrial Design Overlay District and the applicant requests an annexation concurrently with a quasi-judicial Zone Map amendment consistent with the requirements of Subsection 4.197 (.02) A. The annexation will be reviewed by City Council without prior review or recommendation by the Development Review Board. The ordinance adopting the annexation request states that the annexation expires 120 days after adoption unless a Stage 2 Final Plan receives final approval for the area subject to annexation. A Public Hearing is currently scheduled for March 27, 2023, for the Stage 2 Final Plan to be reviewed by the Development Review Board.

## Metro Code

### Local Government Boundary Changes

Chapter 3.09

- A6.** A public hearing was scheduled within 45 days of completeness. Notice has been mailed and posted on the property 20 days prior to the hearing and includes the required information. The decision will be mailed to Metro and other required parties. A petition has been submitted including property owner information, jurisdictional information, and a legal description of the property.

**Oregon Revised Statutes****Authority and Procedure for Annexation**  
ORS 222.111

- A7. The owners of the property have initiated the annexation. An election is not required pursuant to ORS 222.120.

**Procedure Without Election by City Electors**  
ORS 222.120

- A8. The City charter does not require elections for annexation, the City is following a public hearing process defined in the Development Code, and the request meets the applicable requirements in State statute including the facts that all property owners consent in writing to the annexation. There are no electors residing on the subject property. Annexation of the subject property thus does not require an election.

**Annexation by Consent of All Owners of Land and Majority of Electors**  
ORS 222.125

- A9. All property owners within the territory proposed to be annexed have provided their consent in writing; there are no electors residing on the subject property. However, a public hearing process is being followed as prescribed in the City's Development Code concurrent with a Zone Map amendment request and other quasi-judicial land use applications.

**Oregon Statewide Planning Goals**

Goals 1, 2, 5, 6, 8, 9, 11, 12, 13

- A10. The area requested to be annexed will be developed consistent with the City's Comprehensive Plan and the Coffee Creek Master Plan, both of which have been found to meet the Statewide Planning Goals.

**ORDINANCE NO. 876**

**AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE WASHINGTON COUNTY FUTURE DEVELOPMENT – 20 ACRE (FD-20) ZONE TO THE PLANNED DEVELOPMENT INDUSTRIAL – REGIONALLY SIGNIFICANT INDUSTRIAL AREA (PDI-RSIA) ZONE ON APPROXIMATELY 9.63 ACRES LOCATED AT 25540 SW GARDEN ACRES ROAD FOR DEVELOPMENT OF A CORPORATE HEADQUARTERS/FABRICATION FACILITY AND ASSOCIATED SITE IMPROVEMENTS.**

WHEREAS, an application has been submitted by PCT NW Properties OR, LLC, dba Precision Countertops, Inc. – Owner/Applicant, in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code; and

WHEREAS, the subject site is located at 25540 SW Garden Acres Road, on Tax Lot 500, Section 2C, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon; and

WHEREAS, certain real property within the Coffee Creek Industrial Area is being annexed into the City; and

WHEREAS, the City of Wilsonville desires to have the properties zoned consistent with their Wilsonville Comprehensive Plan Map designation of “Industrial” and the Metro Title 4 Map Designation of Regionally Significant Industrial Area rather than maintain the current Washington County zoning designation; and

WHEREAS, the Zone Map Amendment is contingent on annexation of the property to the City of Wilsonville, which annexation has been petitioned for concurrently with the Zone Map Amendment request; and

WHEREAS, the property is located within the Coffee Creek Industrial Area for which the City adopted the Coffee Creek Master Plan on October 15, 2007, and the Coffee Creek Industrial Design Overlay District on February 22, 2018, intended for application to the Master Plan area; and

WHEREAS, pursuant to Section 4.197 of the Development Code this Zone Map Amendment ordinance expires 120 days from adoption unless a Stage 2 Final Plan for the subject area is approved by the City; and

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for City Council, finding that the application met the requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment, included as Exhibit B; and

WHEREAS, on March 20, 2023, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record, including the City Council staff report; took public testimony; and, upon deliberation, concluded that the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code.

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

- Section 1. Findings. The City Council adopts, as findings and conclusions, the forgoing Recitals and the Zone Map Amendment Findings in Exhibit B, as if fully set forth herein.
- Section 2. Determination. The official City of Wilsonville Zone Map is hereby amended, upon finalization of the annexation of the property to the City, by Zoning Order ZONE22-0005, attached hereto as Exhibit A, from the Washington County Future Development – 20 Acre (FD-20) Zone to the Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA) Zone.
- Section 3. Effective Date. This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED by the Wilsonville City Council and read for the first time at a regular meeting thereof this 20<sup>th</sup> day of March, 2023, and scheduled the second reading on the 3<sup>rd</sup> day of April, 2023, commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

---

Kimberly Veliz, City Recorder

ENACTED by the City Council on the 3<sup>rd</sup> day of April, 2023, by the following votes:

Yes: \_\_\_\_\_ No: \_\_\_\_\_

---

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 3<sup>rd</sup> day of April, 2023.

---

JULIE FITZGERALD MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Berry

Councilor Dunwell

Councilor Linville

EXHIBITS:

- A. Zoning Order ZONE22-0005 Including Legal Description and Sketch Depicting Zone Map Amendment
- B. Zone Map Amendment Findings

# ORDINANCE NO. 876 EXHIBIT A

Item 18.

## BEFORE THE CITY COUNCIL OF THE CITY OF WILSONVILLE, OREGON

In the Matter of the Application of )  
PCT NW Properties OR, LLC, dba )  
Precision Countertops, Inc., for a )  
Rezoning of Land and Amendment ) **ZONING ORDER ZONE22-0005**  
of the City of Wilsonville Zoning Map )  
Incorporated in Section 4.102 of the )  
Wilsonville Code. )

The above-entitled matter is before the Council to consider the application of ZONE22-0005, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

The Council finds that the subject property ("Property"), legally described and shown on the attached legal description and sketch, has heretofore appeared on the Washington County zoning map Future Development – 20 Acre (FD-20).

The Council having heard and considered all matters relevant to the application for a Zone Map Amendment, finds that the application should be approved.

THEREFORE IT IS HEREBY ORDERED that the Property, consisting of approximately 9.63 acres located at 25540 SW Garden Acres Road on Tax Lot 500, Section 2C, as more particularly shown and described in the attached legal description and sketch, is hereby rezoned to Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA), subject to conditions detailed in this Order's adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order. This Zone Map Amendment expires 120 days from adoption unless a Stage 2 Final Plan for the subject area is approved by the City.

Dated: This 3<sup>rd</sup> day of April, 2023.

---

JULIE FITZGERALD, MAYOR

APPROVED AS TO FORM:

---

Amanda Guile-Hinman, City Attorney



# ORDINANCE NO. 876 EXHIBIT A

Item 18.

ATTEST:

---

Kimberly Veliz, City Recorder

Attachment: Legal Description and Sketch Depicting Land/Territory to be Rezoned

**EXHIBIT “ “  
ANNEXATION DESCRIPTION**

Commencing at the quarter corner common to Section 2 and 3, Township 3 South, Range 1 West, of the Willamette Meridian;

Thence South 1° 20' 00" West, along the West line of said Section 2, 1322.25 feet to the intersection of said West line with the westerly prolongation of the North line of Lot 11 of Garden Acres and the True Point of Beginning;

Thence, leaving said West line, along said prolongation, South 88° 55' 06", 40.50 feet to the East right-of-way line of Southwest Garden Acres Road;

Thence, along said East right-of-way line, South 1° 20' 00" West, 0.80' to the South line of that tract deeded to Pioneer Hi-Bred International, recorded March 12th, 1985, Fee No. 8500845;

Thence, along said South line, South 87° 45' 34" East, 1280.29 feet to the Southeast corner of said Pioneer tract, being on the East Line of said Lot 11;

Thence, along the East line of said Lot 11, South 00° 36' 38" West, 304.06 feet to the Southeast corner thereof;

Thence, along the south line of said Lot 11, North 88° 54' 27" West 1283.98 feet, to the East right-of-way line of SW Garden Acres Road;

Thence, leaving said East right-of-way line, along the westerly prolongation of the South line of said Lot 11, North 88° 54' 27" West, 40.50 feet to the West line of said Section 2;

Thence along said West line; North 01° 20' 00" East, 330.50 feet to the Point of Beginning.

Containing 9.63 acres, more or less.



**ANNEXATION CERTIFIED**

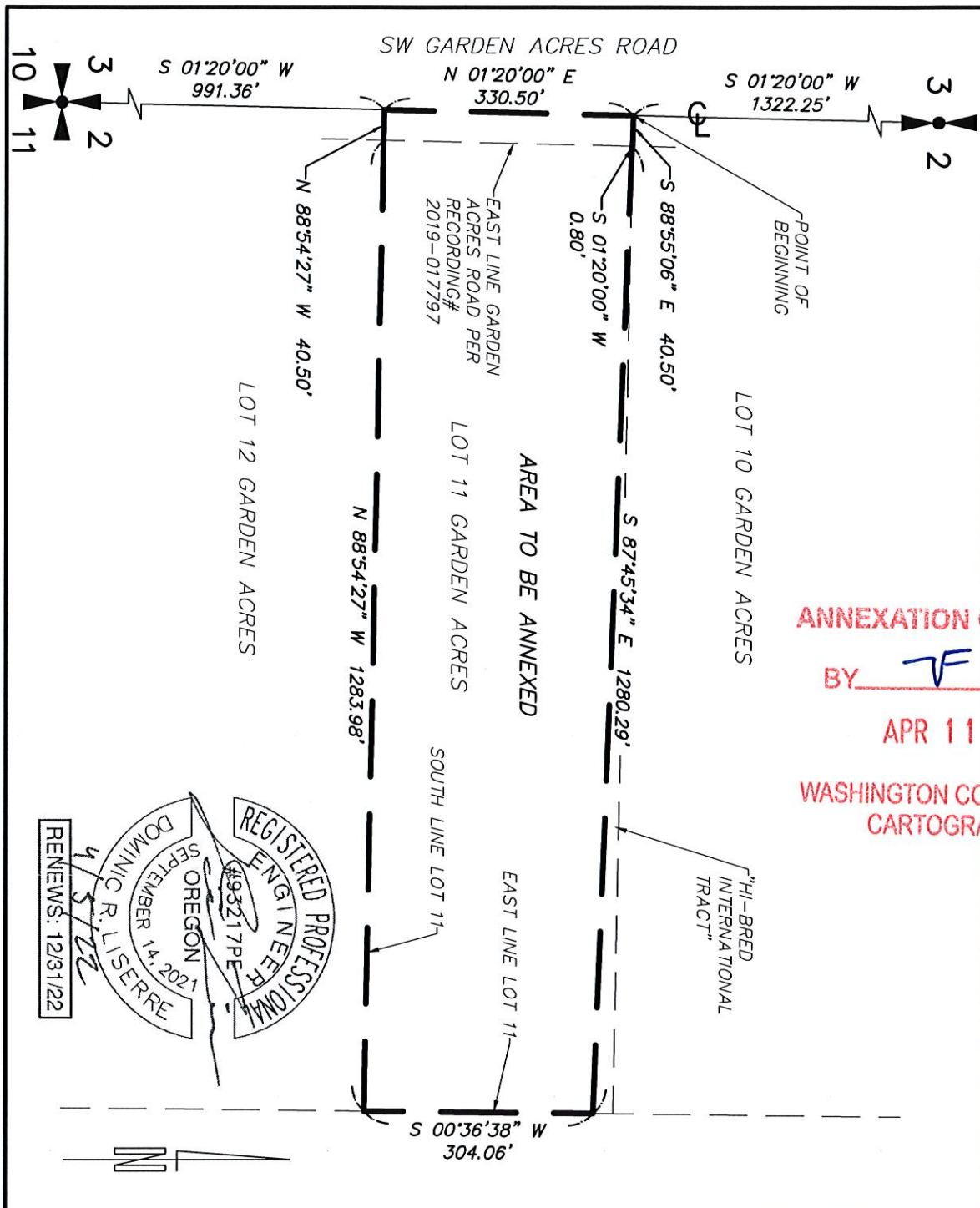
BY \_\_\_\_\_

**APR 11 2022**

**WASHINGTON COUNTY A & T  
CARTOGRAPHY**

# ORDINANCE NO. 876 EXHIBIT A

Item 18.



ANNEXATION CERTIFIED

BY

APR 11 2022

WASHINGTON COUNTY A & T  
CARTOGRAPHY

PLS ENGINEERING

Engineering - Surveying - Planning  
604 W. Evergreen Blvd., Vancouver, WA 98660  
PH: (360) 944-6519 Fax: (360) 944-6539

**EXHIBIT**

FOR ANNEXATION  
LOCATED IN THE W 1/2 OF THE W 1/2  
OF SECTION 2 T. 3 S., R. 1 W., W.M.  
WASHINGTON COUNTY, OREGON

SCALE: N.T.S.

JOB NO. 3308

DATE: 04-05-2021

DWG FILE: 3308L1

DRAWN BY: JG



Ordinance No. 876 Exhibit B  
Zone Map Amendment Findings

Precision Countertops

City Council  
Quasi-Judicial Public Hearing

|  |   |
|--|---|
| <b>Hearing Date:</b>                       | March 20, 2023  |
| <b>Date of Report:</b>                     | March 7, 2022   |
| <b>Application Nos.:</b>                   | ZONE22-0005 Zone Map Amendment  |
| <b>Request/Summary:</b>                    | City Council approval of a quasi-judicial Zone Map amendment of approximately 9.63 acres.   |
| <b>Location:</b>                           | 25540 SW Garden Acres Road. The property is specifically known as Tax Lot 500, Section 2C, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon |
| <b>Owner/Applicant:</b>                    | PCT NW Properties OR, LLC, dba Precision Countertops, Inc.<br>(Contact: Robert Hausserman)  |
| <b>Applicant's Representative:</b>         | MDG Architecture/Interiors (Contact: Simone O'Halleran)   |
| <b>Comprehensive Plan Designation:</b>     | Industrial  |
| <b>Zone Map Classification (Current):</b>  | FD-20 (Future Development – 20 Acre)  |
| <b>Zone Map Classification (Proposed):</b> | PDI-RSIA (Planned Development Industrial – Regionally Significant Industrial Area)  |
| <b>Staff Reviewer:</b>                     | Cindy Luxhoj AICP, Associate Planner  |
| <b>Staff Recommendation:</b>               | <u>Adopt</u> the requested Zone Map amendment.  |

**Applicable Review Criteria:**

|   |  |
|---|--|
| <b><u>Development Code:</u></b>                             |  |
| Section 4.110   | Zones  |
| Section 4.134   | Coffee Creek Industrial Design Overlay District                              |
| Section 4.135.5   | Planned Development Industrial – Regionally Significant Industrial Area Zone |
| Section 4.197   | Zone Changes   |
| <b><u>Comprehensive Plan and Sub-elements:</u></b>          |  |
| Citizen Involvement   |  |
| Urban Growth Management                                     |  |
| Public Facilities and Services                              |  |
| Land Use and Development                                    |  |
| Plan Map  |  |
| Transportation Systems Plan                                 |  |
| Coffee Creek Master Plan                                    |  |
| <b><u>Regional and State Law and Planning Documents</u></b> |  |
| Statewide Planning Goals                                    |  |

**Vicinity Map**

**Summary:**

The applicant, Precision Countertops, Inc., requests a zoning designation consistent with the proposed Comprehensive Plan Map designation of "Industrial". In addition to the Comprehensive Plan Map designation of "Industrial", Metro's Title 4, Industrial and Other Employment Areas Map shows the subject property as a "Regionally Significant Industrial Area." Consistent with this designation the applicant proposes the property be zoned as Planned Development Industrial - Regionally Significant Industrial Area (PDI-RSIA).

**Conclusion and Conditions of Approval:**

Staff recommends approval with the following conditions:

Request: Zone Map Amendment (ZONE22-0005)

|               |  |
|---------------|--|
| <b>PDB 1.</b> | This action is contingent upon annexation of the subject property to the City of Wilsonville (ANNX22-0004).                                  |
| <b>PDB 2.</b> | The Zoning Order adopting this zone map amendment will expire in 120 days without approval of a Stage 2 Final Plan for the subject property. |

## Findings of Fact:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

### General Information

#### Application Procedures-In General Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

#### Initiating Application Section 4.009

The owners of all property included in the application signed the application forms and initiated the application.

### Request B: Zone Map Amendment (ZONE22-0004)

#### Development Code

##### Zoning Consistent with Comprehensive Plan Section 4.029

- B1.** The property is designated "Industrial" by the Comprehensive Plan. The applicant requests a zone change concurrently with a Stage 1 Master Plan, Stage 2 Final Plan, and other related development approvals. The proposed zoning designation of Planned Development Industrial - Regionally Significant Industrial Area (PDI-RSIA) is consistent with the Comprehensive Plan "Industrial" designation, and Metro's Title 4, Industrial and Other Employment Areas Map, which shows the property as a "Regionally Significant Industrial Area".

##### Base Zones Subsection 4.110 (.01)

- B2.** The requested zoning designation of Planned Development Industrial - Regionally Significant Industrial Area (PDI-RSIA) is among the base zones identified in this subsection.

##### Overlay Zones Subsection 4.110 (.02)

- B3.** The Coffee Creek Industrial Design Overlay District applies to properties zoned PDI-RSIA in the Coffee Creek Industrial Area and will apply to the subject property upon rezoning.



## **Standards for Planned Development Industrial-Regionally Significant Industrial Area Zone**

### **Purpose of PDI-RSIA**

Subsection 4.135.5 (.01)

- B4.** The zoning will allow only industrial uses consistent with the purpose stated in this subsection.

### **Uses Typically Permitted**

Subsection 4.135.5 (.03)

- B5.** The proposed zoning will allow only uses consistent with the list established in this subsection.

## **Zone Map Amendment Criteria**

### **Zone Change Procedures**

Subsection 4.197 (.02) A. 1.-3.

- B6.** The request for a zone map amendment has been submitted as set forth in the applicable Code sections. The property is located within the Coffee Creek Industrial Design Overlay District and will be reviewed by City Council without prior review or recommendation by the Development Review Board. The Zoning Order adopting this Zone Map amendment will expire in 120 days without approval of the Stage 2 Final Plan. Expiration is not anticipated as a public hearing is scheduled for March 27, 2023, before the Development Review Board to approve the Stage 2 Final Plan and other development related approvals.

### **Conformance with Comprehensive Plan Map, etc.**

Subsection 4.197 (.02) B.

- B7.** The proposed Zone Map amendment is consistent with the Comprehensive Map designation of "Industrial".

### **Public Facility Concurrency**

Subsection 4.197 (.02) C. 4. and 8.

- B8.** As part of Stage 2 Final Plan reviews, concurrency standards are or will be applied to projects in the area being rezoned. Based on existing nearby utilities and utility master plans, the Transportation System Plan, and the Coffee Creek Master Plan, necessary facilities are or can be made available for development of the subject property consistent with the proposed zoning.

### **Impact on SROZ Areas**

Subsection 4.197 (.02) C. 5.

- B9.** There is no Significant Resource Overlay Zone (SROZ) located within the area to be rezoned.

**Development within 2 Years**

Subsection 4.197 (.02) C. 6.

- B10.** Concurrently submitted land use approvals for the Precision Countertops project expire after two (2) years, so requesting the land use approvals assumes development would commence within two (2) years. However, in the scenario where the applicant or their successors do not commence development within two (2) years, allowing related land use approvals to expire, the zone change shall remain in effect. The applicant indicates they will begin development within two (2) years.

**Development Standards and Conditions of Approval**

Subsection 4.197 (.02) C. 7.

- B11.** As can be found in the findings for the accompanying requests, the applicable development standards will be met either as proposed or as a condition of approval.

# **CITY OF WILSONVILLE**

## **2023 ARBOR DAY PROCLAMATION**

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, in Oregon, Arbor Month is celebrated throughout the month of April, and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, Wilsonville has been recognized as a Tree City USA by the National Arbor Day Foundation for 25 consecutive years and desires to continue its tree-planting and maintenance practices.

NOW, THEREFORE, I, Julie Fitzgerald, Mayor of the City of Wilsonville, urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I encourage all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 3<sup>rd</sup> day of April 2023

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Julie Fitzgerald, Mayor