



CITY COUNCIL MEETING AGENDA

April 18, 2022 at 7:00 PM

City Hall Council Chambers & Remote Video Conferencing

PARTICIPANTS MAY WATCH THE CITY COUNCIL 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:

To participate remotely, please register with the City Recorder:

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.

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 18, 2022 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on April 5, 2022. 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. [Community Tourism Grant Recommendations \(Stevenson\)](#)

COMMUNICATIONS [7:15 PM]

6. Oregon Transportation Association System Innovation Award (*Kelly Ross/Kerrie Franey*)
7. Earth Day (*Rappold*)

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:35 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 citizens input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.*

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [7:45 PM]

8. Council President Akervall
9. Councilor Lehan
10. Councilor West
11. Councilor Linville

CONSENT AGENDA [8:05 PM]

12. [Resolution No. 2967](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Renewal Of The Personal Services Agreement With Scott Edwards Architecture, LLP For The Architectural Services During Construction For The Public Works Complex Project \(Capital Improvement Project #8113\). \(Montalvo\)](#)

13. [Resolution No. 2969](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Blackline, Inc. For The 2022 Slurry Seal Project \(Capital Improvement Project 4014\). \(Palmer\)](#)

14. [Minutes of the April 4, 2022 City Council Meeting. \(Veliz\)](#)

NEW BUSINESS [8:10 PM]

15. [OTAK, Inc. Settlement Agreement \(Adams\)](#)

CONTINUING BUSINESS [8:15 PM]

16. [**Ordinance No. 857 - 2nd Reading**](#)

[An Ordinance Of The City Of Wilsonville Annexing Approximately 12.95 Acres Of Property Located To The North Of SW Frog Pond Lane Into The City Limits Of The City Of Wilsonville, Oregon; The Land Is More Particularly Described As Tax Lot 500, And A Portion Of SW Frog Pond Lane Right-Of-Way, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Darrell R. Lauer, Sandi L. Lauer, Petitioners. \(Bradford\)](#)

17. [**Ordinance No. 858 - 2nd Reading**](#)

[An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Rural Residential Farm Forest 5-Acre \(RRFF-5\) Zone To The Residential Neighborhood \(RN\) Zone On Approximately 12.80 Acres To The North Of SW Frog Pond Lane; The Land Is More Particularly Described As Tax Lot 500, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Venture Properties, Inc., Applicant. \(Bradford\)](#)

PUBLIC HEARING [8:25 PM]

18. [**Ordinance No. 859 - 1st Reading \(Quasi-Judicial Hearing\)**](#)

[An Ordinance Of The City Of Wilsonville Annexing Approximately 13.24 Acres Of Property Located Between SW Boeckman Road and SW Frog Pond Lane at 7070 SW Frog Pond Lane and 7151 SW Boeckman Road; The Land Is More Particularly Described As Tax Lot 1501, Section 12D, And Tax Lot 4500, Section 12DC, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Kathy Ludwig, Amy Thurmond, Gregory Cromwell, Matthew Hall, Matthew Kirkendall, Gary Moon, Jaelene Moon, Kurt Moon, Laurel Moon, Petitioners. \(Luxhoj\)](#)

[**Ordinance No. 860 - 1st Reading \(Quasi-Judicial Hearing\)**](#)

[An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Rural Residential Farm Forest 5-Acre \(RRFF-5\) Zone To The Residential Neighborhood \(RN\) Zone On Approximately 4.06 Acres, And To The Public Facility \(PF\) Zone On Approximately 9.18 Acres Located Between SW Boeckman Road and SW Frog Pond Lane At 7070 SW Frog Pond Lane and 7151 SW Boeckman Road; The Land Is More Particularly Described As Tax Lot 1501, Section 12D, And Tax Lot 4500, Section 12DC, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. West Hills Land Development LLC, Applicant. \(Luxhoj\)](#)

19. [Ordinance No. 861 - 1st Reading \(Quasi-Judicial Hearing\)](#)

[An Ordinance Of The City Of Wilsonville Annexing Approximately 10.46 Acres Of Property Located West Of SW Stafford Road North Of SW Frog Pond Lane at 6725 SW Frog Pond Lane; The Land Is More Particularly Described As Tax Lots 401 And 402, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Sheri Miller, James Mehus, Jeremiah Kreilich, Brian Powell, Petitioners. \(Luxhoj\)](#)

[Ordinance No. 862 - 1st Reading \(Quasi-Judicial Hearing\)](#)

[An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Rural Residential Farm Forest 5-Acre \(RRFF-5\) Zone To The Residential Neighborhood \(RN\) Zone On Approximately 10.46 Acres Located West Of SW Stafford Road North Of SW Frog Pond Lane at 6725 SW Frog Pond Lane; The Land Is More Particularly Described As Tax Lots 401 And 402, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. West Hills Land Development LLC, Applicant. \(Luxhoj\)](#)

CITY MANAGER’S BUSINESS [8:55 PM]

LEGAL BUSINESS [9:00 PM]

ADJOURN [9:05 PM]

[INFORMATIONAL ITEMS – No Council Action Necessary](#)

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 CityRecorder@ci.wilsonville.or.us or 503-570-1506: assistive listening devices (ALD), sign language interpreter, 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  interpretes disponibles para aqu llas personas que no hablan Ingl s, previo acuerdo. Comun quese al 503-570-1506.

File Attachments for Item:

4. Upcoming Meetings

CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings

Items known as of 04/11/22

Item 4.

April

Date	Day	Time	Event	Location
4/25	Monday	6:30 p.m.	DRB Panel B	Council Chambers
4/27	Thursday	6:30 p.m.	Library Board Meeting	Library

May

Date	Day	Time	Event	Location
5/2	Monday	7:00 p.m.	City Council Meeting	Council Chambers
5/3	Tuesday	5:00 p.m.	Municipal Traffic Court	City Hall
5/9	Monday	6:30 p.m.	DRB Panel A	Council Chambers
5/10	Tuesday	6:00 p.m.	Diversity, Equity and Inclusion (DEI) Committee	Virtual
5/10	Tuesday	6:00 p.m.	Kitakata Sister City Advisory Board	Virtual
5/11	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
5/12	Thursday	4:00 p.m.	Parks and Recreation Advisory Board	Virtual
5/16	Monday	7:00 p.m.	City Council Meeting	Council Chambers
5/17	Tuesday	5:00 p.m.	Municipal Traffic Court	City Hall
5/18	Wednesday	6:00 p.m.	Budget Committee Meeting	Virtual
5/19	Wednesday	6:00 p.m.	Budget Committee Meeting	Virtual
5/23	Monday	6:30 p.m.	DRB Panel B	Council Chambers
5/24	Wednesday	6:00 p.m.	Budget Committee Meeting (If Needed)	Virtual
5/25	Thursday	6:30 p.m.	Library Board Meeting	Library

Community Events:

- 4/20 Pinochle/Cribbage from 1:00 p.m. – 4:00 p.m. at the Community Center
- 4/21 Bridge for Beginners from 10:00 a.m. - 11:30 a.m. at the Community Center
- 4/21 Storytime from 10:30 a.m. – 11:00 a.m. at Stein-Boozier Barn
- 4/21 Ladies Afternoon Out from 1:00 p.m. – 4:00 p.m. at the Community Center
- 4/23 Soccer Shots from 9:00 a.m. – 12:10 p.m. at Memorial Park
- 4/23 Tree Planting Event with Friends of Trees all day
- 4/28 Ladies Afternoon Out from 1:00 p.m. – 4:00 p.m. at the Community Center
- 4/23 Organic Gardening 101 from 10:00 a.m. – 11:00 a.m. at the Grove Shelter
- 4/30 WERK (Wilsonville Environmental Resource Keepers) Day from 9:00 a.m. – 11:00 a.m. at Community Center
- 4/25 American Red Cross Blood Drive from 10:00 a.m. – 4:30 p.m. at the Library
- 4/26 Quilters from 9:00 a.m. – 11:45 a.m. at the Tauchman House
- 4/26 Intro to Nature Journaling from 5:30 p.m. – 7:00 p.m. at the Community Center
- 4/27 Pinochle/Cribbage from 1:00 p.m. – 4:00 p.m. at the Community Center
- 4/28 Storytime from 10:30 a.m. – 11:00 a.m. at Stein-Boozier Barn
- 4/29 Bridge Group 1:00 p.m. - 4:00 a.m. at the Community Center
- 4/30 Soccer Shots from 9:00 a.m. – 12:10 p.m. at Memorial Park
- 5/14 Bulky Waste Day from 9:00 a.m. – 1:0 p.m. at Republic Services
- 5/30 City Offices, Library & SMART Closed in Observance of Memorial Day

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

File Attachments for Item:

5. Community Tourism Grant Recommendations (*Stevenson*)



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: April 18, 2022		Subject: Community Tourism Grant Recommendations	
		Staff Member: Brian Stevenson, Program Manager	
		Department: Parks and Recreation	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: The Tourism Promotion Committee met on April 5, 2022 and unanimously recommended that City Council award both grant requests.	
Staff Recommendation: Staff recommends Council approve the Community Tourism Grant recommendation by the Wilsonville Tourism Promotion Committee for the 2022 funding cycle.			
Recommended Language for Motion: I move to award Wilsonville Arts & Culture Council’s tourism grant request for \$8,000 for Wilsonville Arts & Culture's Art Festival and Summer Performance Series and award Rotary’s tourism grant request for \$5,000 for Wilsonville Rotary Foundation's Summer Concert Series as recommended by the Tourism Promotion committee.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Approval of the Community Tourism Grant recommended by the Wilsonville Tourism Promotion Committee for the 2022 funding cycle.

EXECUTIVE SUMMARY:

The Community Tourism Grant program has existed since 2000 and is administered by the Parks and Recreation Department. The grant is currently reviewed and recommended by the Wilsonville Tourism Promotion Committee. This grant is intended to aid organizations that produce projects, programs or events that promote local business and tourism, and for festivals and special events for the benefit of the Wilsonville community. There is \$25,000 available annually for this grant program.

The committee met on April 5, 2022 to review two grant applications and unanimously recommend awarding funds to the following projects:

Wilsonville Arts and Culture Council for their Art Festival and Summer Performance series (attachment 1). The project allocation will be \$8,000.

Wilsonville Rotary Foundation for their Summer Concert Series (attachment 2). The project allocation will be \$5,000.

Past Grant Recipients have included but are not limited to: Korean War Memorial Foundation of Oregon, Wilsonville Arts & Culture Council/Arts Festival, Wilsonville Brewfest, Wilsonville Celebration Days/Fun in the Park, Wilsonville Bicycle Events/Salmon Cycling Classic, and Wilsonville Rotary Club/Concert Series.

EXPECTED RESULTS:

Completion of the funded projects by August 31, 2022.

TIMELINE:

After receiving City Council approval, Wilsonville Arts and Culture Council (\$8,000) and Wilsonville Rotary Foundation (\$5,000) will be allocated funds from the FY 21/2022 budget.

CURRENT YEAR BUDGET IMPACTS:

The Community Tourism Grant is funded via transient lodging tax dollars. The program impact in FY 21/22 will be \$13,000 of the \$25,000 budgeted funds.

COMMUNITY INVOLVEMENT PROCESS:

The Tourism Promotion Committee consists of 12 members total, including seven voting members drawn from the hospitality and tourism industry in the greater Wilsonville area and five ex-officio, advisory members composed of tourism professionals and key City officials. The Tourism Promotion committee grant review meeting was advertised and open to the public.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Both grant applications provide funding for community events including arts or music and bring the community together.

ALTERNATIVES:

The City Council could chose not to award the grants as recommended.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- 1. Wilsonville Arts and Culture Council Application
- 2. Wilsonville Rotary Foundation Application

Project Title

WACC Art Festival and Summer Performance Series 2022

Applicant Name

Wilsonville Arts & Culture Council

Contact (Name)

Benjamin Mefford

Title

Interim Executive Director

Project Duration: Start Date

May 1, 2022

Estimated Completion Date

August 31, 2022

Project Budget

Total Project Budget

\$ 20,500.00

Applicant Cash Match (a)

\$ 8,500.00

In-Kind Resources (b)

\$ 4,000.00

Total Applicant Match (a+b)

\$ 12,500.00

Grant Request

\$8,000.00

 –Project Narrative Questions

Provide a project description

WACC will be promoting a new virtual exhibition for launch May 1, and a second virtual exhibition for launch June 1, with a corresponding physical exhibition forming a significant component of a 3-day art festival (June 2-4, 2022) held at the venue known as Frog Pond Church in Wilsonville (the rentable facilities of Meridian United Church of Christ). The art festival itself is integrated into a reboot of what we presented in 2021 as a festival alternative, which we called the Wilsonville Summer Performance Series (WSPS). This was a big success for us as our first attempt at hybrid virtual/in-person events, and we've found a way to fuse the WSPS concept together with a reduced footprint Art Festival to create a single project. The 2022 WSPS content kicks off on the 3rd day of the art festival, with performances from singer/songwriters and poets. This will be followed subsequently in July with a live weekend of performances in dance, theater, and music. These performances will once again have a live audience and will also be recorded, with the performances to be promoted and released virtually on a weekly schedule through July and August. CD's from the July performers will be playing during the project launch at the art festival in June. The live art show for the festival in June will have artwork from professional artists as well as local students at the middle school and high school level, celebrating a diversity of ages, cultures, and talents. In addition, there will be coordinated exhibitions at the gallery of the Wilsonville Library in May and June 2022. This project is also being coordinated with partner non-profit the Charbonneau Art Association, for what we are calling our Art Across the River Weekend (first weekend in June.)

How will your project promote Wilsonville tourism?

The nature of regularly engaging the art community creates a persistently positive image of Wilsonville at great distances by taking advantage of those individuals far-reaching networks [for example, I have had multiple instances recently of speaking to artists in other states who recognized Wilsonville because they knew of its public art program - a program that they remember positively even though it has been inactive for over 10 years]. We will be encouraging attendees to our project to support local restaurants, which also serves both tourism and the improvement of local culture. As our first virtual exhibition of 2022 demonstrates (1500 visitors from 52 different nations and 44 states), promoting the arts inherently builds upon a cities reputation as a destination, putting it "on-the-map" in the minds of potential visitors from across the globe and making them more likely to visit and spend time here when they are in the area.

How will your project benefit the Wilsonville community?

The Wilsonville Festival of Art has been a cornerstone of culture in Wilsonville for more than 20 years. It has been absent for 2 years during the pandemic, and while it will look a little different in 2022, this first year back will be a vital breath of fresh air for residents and visitors who have been starved for the kind of unique experiences presented by independent artists. A vibrant and active arts scene has been demonstrated to increase livability, enhance a cities reputation, bring in additional business and tourism, and increase property values. We are also excited for the collaborative partnership this year with the Charbonneau Art Association, who moved their festival to be the same weekend as ours so that we could support each other and create a larger Art Across the River Weekend to really activate and unify the whole city.

What are your organization's goals for this project (use measureable data)? Consider the question: How will you know that you succeeded in your goals?

Our goals are to provide high quality art experiences in a variety of accessible ways. We expect to engage approximately 1000 in-person visitors, and approximately 3000 unique virtual visitors. Quantitative data will be easier than ever to track, because the in-person components are smaller and indoor with reduced ingress/egress points and other physical 'head-counting' advantages (like quantity of seating that is utilized for performances) vs. the more traditional open air events that were more free flowing and attendance was more challenging to accurately track. Virtual data is tracked through google analytics, built into our website, which especially helps us to see geographic data. For example, our first virtual exhibition of 2022 was very successful at engaging online audiences, helping to attract 1500 unique visitors to our website over 90 days, from 52 different nations and 44 states. This included 2300 site sessions at an above average 5 minutes and 49 seconds per session. We expect to reach even higher numbers of visitors as this project stretches from May-August and has more dynamic and engaging content.

If this is an annual event for which you have received Tourism Grant funding for in the past, what new or expanded attractions have been added?

The Wilsonville Festival of Art has a long history with a traditional festival model presented at Town Center Park, however, the pandemic has caused us to adapt to many constraints and this years event will look different than past years with some typical features not present. At the same time, in other areas we have significantly expanded, namely with virtual presentations. The pandemic forced us to shift to virtual and hybrid (virtual combined with smaller in-person) programming. The in-person components of this project are still relatively smaller and more targeted events compared to past years, but also have new and significant virtual components with substantial geographic reach that was not possible previously. As we rebuild in-person programming, we expect to maintain this valuable virtual reach. In addition to the changes and additions to WACC specific projects, we are additionally cross-promoting, collaborating, and integrating the festival weekend portion of this project with the Charbonneau Art Festival across town. WACC and CAA have been working closely together for months to put on this dual festival weekend, with complementary projects and programming at each location.

How are you/your organization suited to produce this event/project/program? Provide the community resources that will be used if applicable (volunteers, local vendors, local contributions, etc.)

WACC is a 501c3 non-profit driven by a highly active volunteer board, most of whom are artists and many of whom are also teachers or former teachers, who collectively contribute hundreds of hours of volunteer labor every year. In spite of the many challenges faced, the board has grown and diversified during the pandemic, representing a diversity of ages, cultural knowledge, and bringing together a rich depth of experience in many forms of visual and performing arts (including music). This project will be further supported by our partner organizations, grantors, sponsors, businesses, and additional event volunteers. We come into this project with an ever-growing awareness of how to use virtual elements and technology to expand our impact, and have a solid track record of more than 20 years of producing live cultural events in Wilsonville. We have the knowledge, experience, and community support needed to be a worthy of this investment of Community Tourism Matching Grant funds.

Project Budget

This budget provides the detail of the project that the grant funds will be applied to. This should include how the funds from this grant will be spent. Expenses must be explicitly defined. Please include in-kind and cash match.

Income Sources	Amount
WV Community Tourism Grant	\$8,000.00
Regional Arts & Culture Council - Project Grant	\$3,000.00
Argyle Square - major sponsor	\$3,500.00
Sponsors	\$1,500.00
Donations	\$500.00
Facility Rental Discount (in-kind donation)	\$4,000.00
Total Project Income	\$20,500.00

Expenses - Must be specifically itemized	Amount
Facility Rental (actual \$3000 after in-kind discount)	\$7,000.00
Full service Sound & Lighting - Lost Productions PDX (David Barth)	\$4,000.00
4 Singers/songwriters fees, 4x\$200, 4 Poets fees, 4x\$50	\$1,000.00
5 Performing groups: music, dance, theater	\$5,500.00
Truck rental to transport large display panels to/from storage	\$600.00
Licenses (music fees)	\$400.00
Marketing (advertising/printing/design)	\$1,200.00
Event Insurance	\$300.00
Supplies	\$500.00
Total Project Expense	\$20,500.00

Organization Budget

This budget shows how this project fits into your organization. The project should be shown as a line in this budget.

Fiscal Year: Jan-22 to Dec-22

Income Sources	Amount
Clackamas County Cultural Coalition - Operating Support (staffing)	\$2,500.00
Regional Arts & Culture Council - Build Grant (staffing)	\$3,000.00
Autzen Foundation - Operating Support (staffing)	\$5,000.00
Wilsonville Festival of Art and Summer Performance Series	\$20,500.00
Fundraising/Donations	\$2,500.00
Dia de los Muertos event	\$3,000.00
Total Organization Income	\$36,500.00

Expenses	Amount
Interim Executive Director	\$10,500.00
Wilsonville Festival of Art and Summer Performance Series	\$20,500.00
Officers and General Liability Insurance	\$1,500.00
Website	\$250.00
Virtual Exhibitions	\$500.00
Dia de los Muertos event	\$3,000.00
Other expenses	\$250.00
Total Organization Expense	\$36,500.00

Project Title

Rotary Summer Concerts 2022

Applicant Name

John Holley

Contact (Name)

Curt Kipp & John Holley

Title

Club President and Co-Chair of Concert

Project Duration: Start Date

July 21, 2022

Estimated Completion Date

August 14, 2022

Project Budget

Total Project Budget

\$ 18,600.00

Applicant Cash Match (a)

\$ 12,100.00

In-Kind Resources (b)

\$ 1,500.00

Total Applicant Match (a+b)

\$ 13,600.00

Grant Request

\$5,000

Provide a project description

The Wilsonville Summer Concert Series will take place the last two Thursdays in July and the first two Thursdays in August. Each concert will feature a well known band: Johnny Limbo and the Lugnuts will kick off the concerts on July 21. Sister Mercy, a local blues band, will perform on July 28. On August 4, Jennifer Batten and Full Steam will perform. The band is led by Jennifer Batten, former lead guitarist for Michael Jackson, with Pat Yadon on lead vocals and top notch musicians rounding out the lineup. They play a mix of pop and rock. And then August 11, Radical Revolution will perform their popular 80s tribute songs, fronted with male and female lead vocals. Each band will play a 2-hour headline set with intermission. Before each headline act, a local opening artist will perform for 45 minutes, resulting in a total event window of 3 hours each evening. Event sponsors will be located around Town Center Park to provide snacks, water, and information, and there may be a food vendor or two. Wilsonville Rotary will make sure that trash is removed and bathrooms are maintained. A portable lavatory will be located on the west side of the park as a backup if the restrooms outside the Park and Rec Building are too busy.

How will your project promote Wilsonville tourism?

Wilsonville Rotary will advertise the concerts in the Spokesman, City event guide, as well as on the Rotary website (www.wilsonvillerotary.com), and our Facebook, LinkedIn, Instagram and Twitter feeds. There will be signs placed in all accepting local businesses as far away as Tigard and Canby.

How will your project benefit the Wilsonville community?

The concerts provide residents and visitors with a fun evening listening to great artists, enjoying a picnic, dancing, and watching their children play in the water features or dance to the music. It will enhance Wilsonville's image as a family friendly community.

What are your organization's goals for this project (use measureable data)? Consider the question: How will you know that you succeeded in your goals?

Our goal is to entertain between 4,000 and 5,000 concert goers at the four concerts and attract visitors from other communities (see attached schedule 1). Additionally, we will be raising money to eradicate polio by passing buckets for donations during the intermissions. Our goal is to raise \$10,000 in 2022.

If this is an annual event for which you have received Tourism Grant funding for in the past, what new or expanded attractions have been added?

We have gone to the trouble this year to stack the lineup with high quality performers who are also proven audience draws. Johnny Limbo is a consistent huge draw, Jennifer Batten is well known locally and nationally, Radical Revolution is among the most popular tribute bands in the region, and Sister Mercy is a highly regarded blues band with an expanding audience. We are planning to start the series with a reception on July 21 where people can interact with the sound down before the music begins, and we are planning to provide small bites in individualized portions so there's no cross-contamination issue.

How are you/your organization suited to produce this event/project/program? Provide the community resources that will be used if applicable (volunteers, local vendors, local contributions, etc.)

The Wilsonville Summer Concerts have been going since 2002, and the only year the shows didn't happen was 2020, due to COVID-19, so this will be our 20th series. We've developed the expertise and dependability to pull the shows off without a hitch and with a strong degree of community participation.

Organization Budget				
This budget shows how this project fits into your organization. The project should be shown as a line in this budget.				
Fiscal Year: 2022 to 2022				
Income Sources				Amount
Heart of Gold				\$64,000.00
Summer Concert Grant Request				\$5,000.00
Through a Child's Eyes				\$15,000.00
Misc				\$1,000.00
Total Organization Income				\$85,000.00
Expenses				Amount
Heart of Gold				\$22,750.00
Summer Concerts				\$18,600.00
Scholarships				\$9,000.00
Youth Exchange				\$5,500.00
Through a Child's Eyes				\$13,750.00
Community Projects				\$13,450.00
Misc				\$5,500.00
Total Organization Expense				-\$3,550.00

File Attachments for Item:

12. Resolution No. 2967

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Renewal Of The Personal Services Agreement With Scott Edwards Architecture, LLP For The Architectural Services During Construction For The Public Works Complex Project (Capital Improvement Project #8113). (*Montalvo*)



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: April 18, 2022		Subject: Resolution 2967 Architectural Personal Services Agreement for the Public Works Complex (CIP#8113)	
		Staff Member: Martin Montalvo, Operations Manager	
		Department: Public Works Department	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2015 Facilities Master Plan Resolution 2526	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

City of Wilsonville Resolution approving a renewal of the Professional Services Agreement for Architectural Services with Scott Edwards Architecture, LLC in the amount of \$467,760 for the Public Works Complex Project (CIP #8113).

EXECUTIVE SUMMARY:

The Public Works Department is responsible for maintaining the City's transportation system and Rights of Way (ROW), water system, wastewater system, stormwater system, and city owned facilities. Additionally, Public Works serves as the City's Emergency Management Department.

The existing warehouse storage and equipment yard facilities used by public works staff are inadequate in both allocated space, associated structures/facilities and overall location. The decentralization of the various sites and their distant locations from the administrative offices make day-to-day operations inefficient. The new seismically resilient Public Works Complex (CIP#8113) will consolidate the office, warehouse storage and equipment yard functions on a designated secure property.

In 2019, Scott Edwards and Associates (SEA) was selected from a pool of qualified proposals to assist the City with developing a programming analysis with consideration for the long term needs of, growth patterns and programming of the Public Works Department. In 2020, they transitioned this programming analysis conceptual design into fully biddable construction documents. At this time, SEA is being contracted to bring the project to fruition by conducting the Architectural Services component of the construction phase. The City foresees bidding this project for construction during summer 2022.

On January 20, 2022, City Council approved Resolutions #2947, #2948 and #2949, authorizing the financing for the Public Works Complex project.

Based on the complexity, specialized knowledge and attention to detail needed to deliver this multi-layered project within the designated budget and desired time-frame, staff is pursuing the use of architectural services during construction.

EXPECTED RESULTS:

This contract will provide architectural services needed for permitting, bidding, and contract administration that a project of this complexity requires.

TIMELINE:

It is estimated construction of the Public Works Complex will be completed early 2024.

CURRENT YEAR BUDGET IMPACTS:

Architectural services for the Public Works Complex are included in fiscal year 21/22 budget, which will not exceed \$50,000. The remaining contract award will be included in the fiscal year 22/23 and 23/24 budgets.

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Public Works Complex will provide better efficiency of operations for our community by consolidating the various Public Works functions in one location.

ALTERNATIVES:

Council could direct staff to proceed with construction of the Public Work Complex without architectural services.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2967
 - A. Renewal for Professional Services Agreement

RESOLUTION NO. 2967**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL OF THE PERSONAL SERVICES AGREEMENT WITH SCOTT EDWARDS ARCHITECTURE, LLP FOR ARCHITECTURAL SERVICES DURING CONSTRUCTION FOR THE PUBLIC WORKS COMPLEX PROJECT (CAPITAL IMPROVEMENT PROJECT #8113)**

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvements Project # 8113, known as Public Works Complex project (the Project); and

WHEREAS, the City intends to utilize the project architect, to assist with permitting, construction bidding, and contract administration services; and

WHEREAS, the City solicited Requests for Proposals from qualified consultants for all phases of the Project that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, Scott Edwards Architecture LLP was selected as the most qualified consultant for this Project, was awarded a Professional Services Agreement contract for Programming Analysis phase as well the Construction Design Documents phase both of which were completed to the satisfaction of the City; and

WHEREAS, the City desires to extend the Professional Service Agreement contract with Scott Edwards Architecture LLP to perform construction services phase of the project:

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

Section 1. The procurement process for the Project duly followed Oregon Contracting Rules, and Scott Edwards Architecture LLP provided a responsive and responsible proposal for architectural services for all phases of the project.

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Scott Edwards Architecture LLP for a not-to-exceed amount of \$467,760, which is substantially similar to Exhibit A attached hereto.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 18th day of April 2022, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

A. Renewal for Professional Service Agreement

**CITY OF WILSONVILLE
RENEWAL OF PROFESSIONAL SERVICES AGREEMENT
PUBLIC WORKS COMPLEX**

This Renewal of Professional Services Agreement (“Renewal”) is effective as of January 1, 2022 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Scott Edwards Architecture, L.L.P.**, an Oregon limited liability partnership (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Consultant on July 13, 2020, attached hereto as **Exhibit 1**, relating to the Public Works Complex Project (“Project”); and

WHEREAS, the parties unintentionally allowed the Agreement to expire on December 31, 2021; and

WHEREAS, Consultant represents that Consultant continues to be qualified to perform the Services described in the Agreement, on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to continue providing such Services as the City does hereinafter require;

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

AGREEMENT

The Agreement is renewed, as follows:

Section 1. Term

The Term of this Renewal shall be from January 1, 2022 until all Services required to be performed under the Agreement and this Renewal are completed and final acceptance is made by the City, unless earlier terminated in accordance with the Agreement.

Section 2. Additional Services To Be Provided

Consultant will perform the Additional Services more particularly described in **Exhibit 2**, attached hereto and incorporated by reference herein, for the Project pursuant to all original terms of the Agreement, except as modified herein.

Section 3. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed FOUR HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$467,760), for performance of the Additional Services (“Additional Compensation Amount”) which, when totaled with the original Compensation Amount, equals a total not-to-exceed amount of ONE MILLION NINE HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$1,993,760) for performance of the Services and Additional Services (“Total Compensation Amount”).

Section 4. All Other Terms

All of the other terms and conditions of the original 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 Renewal.

The Consultant and the City hereby agree to all provisions of this Renewal.

CONSULTANT:

CITY:

SCOTT EDWARDS ARCHITECTURE, L.L.P.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT (CIP #8113)**

This Professional Services Agreement (“Agreement”) for the Public Works Complex Project (“Project”) is made and entered into on this 13th day of July 2020 (“Effective Date”) by and between the City of Wilsonville, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and Scott Edwards Architecture, L.L.P., an Oregon limited liability partnership (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform the final design and construction document preparation services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2021, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given

verbally or in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE MILLION FIVE HUNDRED TWENTY-SIX THOUSAND DOLLARS (\$1,526,000), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant's rates are set forth in **Exhibit A**.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 17**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

4.4. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges.

licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 5. Prevailing Wages

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

Section 6. City's Project Manager

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

6.2. The City's Project Manager is Delora Kerber. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant's Project Manager

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

Section 8. Project Information

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

Section 9. Duty to Inform

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

Section 10. Subcontractors and Assignments

10.1. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. The City hereby agrees that Consultant will contract with Harper Houf Peterson Righellis, Inc. to provide civil services, WDY, Inc. to provide structural services, Interface Engineering to provide mechanical services, and JLD Construction Consulting to provide cost estimating services, all of which are critical parts of this Agreement. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

10.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 11. Consultant Is Independent Contractor

11.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

11.2. Consultant has requested that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

11.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 11** and meet the same insurance requirements of Consultant under this Agreement.

Section 12. Consultant Responsibilities

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

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

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to "subcontractor" mean a subcontractor at any tier.

12.4. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant's employees and/or subconsultants, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 13. Indemnity

13.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2.** Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

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

Section 14. Insurance

14.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall

cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

14.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence. Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

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

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

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

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

14.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

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

14.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 15. Early Termination; Default

15.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

15.1.1. By mutual written consent of the parties:

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

15.1.3. By Consultant, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of

Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

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

15.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

15.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 19**, for which Consultant has received payment or the City has made payment.

Section 16. Suspension of Services

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

Section 17. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of

an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 18. Access to Records

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

Section 19. Property of the City

19.1. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, and inspection reports, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

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

Section 20. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
 Attn: Delora Kerber, Public Works Director
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Scott Edwards Architecture, L.L.P.
Attn: Andrew Kraus
2525 E. Burnside Street
Portland, OR 97214

Section 21. Miscellaneous Provisions

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

21.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

21.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

21.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

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

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

21.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

21.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder

to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

21.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

21.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

21.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

21.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

21.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

21.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

21.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

21.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

21.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial

or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

21.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

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

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

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

CITY:

SCOTT EDWARDS ARCHITECTURE, L.L.P.

CITY OF WILSONVILLE

By: [Signature]

By: [Signature]

Print Name: Sid L. Scott

Print Name: Bryan Cosgrove

As Its: Principal

As Its: City Manager

Employer I.D. No. 931255267

APPROVED AS TO FORM:

[Signature]

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



EXHIBIT 'A'

PROPOSAL FOR CITY OF WILSONVILLE PUBLIC WORKS

Implementation of the Master Plan design through Construction Documents
 SW Boberg Road, Wilsonville, Oregon

S|E A is pleased to provide this proposal for architectural services for Wilsonville Public Works. We look forward to continuing our work with you towards the success of this project.

PROJECT SCOPE

Based on the City of Wilsonville Public Works Master Plan completed by S|E A and dated September 3, 2019; we will advance the project through final design and Construction Documents.

We understand the timeframe for beginning construction has not yet been determined, and that project Permitting, Bidding and Construction Administrative services are not be part of this proposal.

Proposed services, including the work of Consultants, are itemized in the DESIGN FEE OVERVIEW portion of this document and are represented by the following scope of work.

01 Site Development

- A Grading, paving, landscape and irrigation design.
- B Stormwater design including on-site treatment and retention as required by building code requirements.
- C Utility design as required for all site and building services.
- D Vehicle maneuvering and parking area design including the operations yard and public and staff parking areas.
- E Pedestrian circulation design including a recreational walk/run path.
- F Design of roadway or 'bridge' connection to adjacent 'SMART' facility through the existing conservation zone.
- G Trash and recycling enclosure.
- H Grading and preparation of building pads.

02 Operations Yard

- A Operations yard with parking and vehicle maneuvering clearances.
- B Security fencing and gate design.
- C Covered decant structure.
- D Covered and "open" outdoor bin storage areas.
- E Pesticide, herbicide and magnesium chloride storage facilities.
- F Covered vehicle wash station.

03 Warehouse / Maintenance Building

- A 17,000 square foot, clear span, engineered metal building on concrete structural slab. Structural bays to include overhead doors to allow for drive-through use. Ability to drive full-length of building interior is highly desired.
- B Building location and orientation to allow for solar power generation and future expansion.
- C Three building bays to be roof-only, with ability to add perimeter walls in the future.
- D Six building bays, including an enclosed Paint Shop, Sign Shop and Wood Shop, to be partially conditioned; likely utilizing suspended radiant heating units for worker comfort and freeze-protection.
- E Office, Industrial Pre-treatment Lab and Restroom to be fully conditioned.

- F Four separate, fenced, secure storage areas to be provided.
- G Skylights, translucent roof panels, and/or transparent overhead doors to be used to maximize natural daylight.

04 Office / Administration Building

- A 12,800 square foot Office/Administration building above a “daylight basement”, connected by both elevator and stair.
- B Construction is assumed to consist of tilt-up concrete perimeter walls and long-span wood or steel floor and roof structure, with abundant windows and skylights to maximize natural light throughout.
- C First floor interior is organized into three, roughly equal areas of office/administrative functions, service/conference functions and crew areas.
- D Daylight basement to include mechanically conditioned service, utility, emergency storage and locker room functions; with remaining two-thirds consisting of unconditioned storage/parking areas open to the environment. Open areas to be designed to allow for future enclosure and mechanical conditioning.
- E Building to be fully fire sprinkled (Performance Specification included), and to incorporate green-building and energy efficiency strategies, including code-mandated 1.5% green energy requirements. Photovoltaic power generation is highly desired, including potential “solar flower” opportunities.

05 Outdoor Courtyard

- A The outdoor area between the maintenance and office buildings is to be developed as a multi-purpose courtyard with paving and landscape design conducive to staff dining and recreation opportunities.
- B A direct visual connection is desired between the outdoor area and the staff break area, along with an indirect physical connection via stair and elevator.
- C A portion of the outdoor area is envisioned to be “covered” by an awning, trellis or umbrella structure.

06 Building Technology Components

- A Telephone and Cable Television (CATV) utility design including site raceway system, vault/pedestal location and demarcation location.
- B Data/telecommunications system design including layout of outlets, rack, backbone cabling, distribution cabling and connecting hardware, raceways and grounding system.
- C Cable Television (CATV) system including layout of devices, block/one-line diagrams and technical specifications.
- D Security system design including electronic access control entry system and intrusion detection.
- E Audio Visual (A/V) equipment coordination.

07 Optional Services

- A Traffic Impact Study.

08 Other References The following parameters further define the proposed scope of work.

- A The anticipated duration of this scope of work is (34) calendar weeks.
- B Master Plan Diagrams dated July 17, 2019

SCOPE OF SERVICES

Based on completed Master Plan, advance the project design through production of Construction Documents. Completed documents to be ready for permit review submittal and General Contractor bidding.

01 DESIGN TEAM S|EA’s Project Design Team is the following.

- | | |
|---|---|
| <ul style="list-style-type: none"> A Architectural Design B Civil Engineering C Landscape Design D Structural Engineering E Mechanical, Electrical, Plumbing and Fire Protection Engineering F Interior Design G Cost Estimating | <ul style="list-style-type: none"> Scott Edwards Architecture LLC Harper Houf Peterson Righellis Inc. Harper Houf Peterson Righellis Inc. WDY Interface Engineering Scott Edwards Architecture LLC JLD Cost Consulting |
|---|---|

02 PRE-DESIGN

- A** Review previously completed Master Plan and Due Diligence/Research documentation and update as required.
- B** Define project team, roles and responsibilities.
- C** Assist in discussions on “project delivery” method (competitive bid, CMGC, etc.) and Contractor selection. Decision to be determined by mid Design Development phase.
- D** Develop a project “Work Plan”, establishing the steps, sequence and timing of critical design and decision points for the project.
- C** Establish a regular meeting schedule. (Assumptions for proposal are noted under Design Development.)

Deliverables: Meeting schedule and minutes, project “Work Plan”.

03 DESIGN DEVELOPMENT

A Design:

- 01** Verify design concept complies with intentions of the building program.
- 02** Refine the Master Plan concept through further investigation and detailing of the project scope.
- 03** Establish a general level of quality through details about materials, systems, and compliance with life safety requirements.
- 04** Develop a diagrammatic space planning layout for offices and workspaces to establish utility requirements and configuration.
- 05** Coordinate public and non-public furniture selection and layout, including style, material, and color. Develop a Furniture Schedule to summarize results.
- 06** Develop interior design and finish concept for the Administration Building.
- 07** Develop preliminary interior elevations and/or 3D imagery as required to convey design.
- 08** Develop preliminary signage scheme consisting of illuminated monument and building-mounted identification signage.
- 09** Develop Building Technology Components including Telephone, Data/telecommunications, Cable Television (CATV), Security and Audio Visual (A/V) coordination.

B Materials Review:

- 01** Provide recommendations for construction materials, including exterior finishes and colors.
- 02** Provide recommendations for interior finish materials and colors.
- 03** Review and provide comments on furniture recommendations provided by Owners furniture vendor.
- 04** Review proposed fixtures, furnishings & equipment with Owner, including mechanical, plumbing and lighting fixtures and equipment.

C Cost Estimating:

- 01** To be conducted at approximately 80% Design Development

D Land Use application:

- 01** Coordinate a pre-application conference to review submittal and approval requirements.
- 02** Research, prepare and submit documents as required by Authority having Jurisdiction (AHJ) for Land Use review and approval.

E Progress Meetings:

- 01** Monthly meeting between applicable Design Team and Owner representatives.
- 02** Weekly telephone ‘check-in’ between Project Manager and Owner Representatives.

Deliverables: Design Development drawings, preliminary furniture schedule, finish material board, cost estimate, Land Use review submittal and progress meeting documentation.

04 CONSTRUCTION DOCUMENTS

A Document Production:

- 01 Produce technical detailing, engineering and drafting of documents required for bidding, permitting and construction.
- 02 Coordinate with independent owner sub-consultant work / specialty services as required and integrate their work into the documents package.
- 03 Finalize space planning layout of offices and workspaces and provide utility connections as appropriate.
- 04 Finalize public and non-public furniture selections and Furniture Schedule.
- 05 Develop a Fixtures, Furnishings and Equipment (FF&E) bid package to include products, specifications, and installation sequencing requirements.
- 06 Finalize interior design, finish materials and colors.
- 07 Finalize Building Technology Components including Telephone, Data/telecommunications, Cable Television (CATV), Security and Audio Visual (A/V)
- 08 Develop and incorporate project specifications.
- 09 Upon receipt of project cost estimates, modify documents per team discussion to help assure a balance between design and budget.

B Cost Estimating:

- 01 To be conducted at approximately 70% Construction Documents
- 02 Coordinate a meeting to review cost estimate variations and establish a path for reconciliation and document modification if required.
- 03 Update 70% Construction Document Estimate based on final Documents.

C Progress Meetings:

- 01 Monthly meeting between applicable Design Team and Owner representatives.
- 02 Weekly telephone 'check-in' between Project Manager and Owner Representatives.

D Document Approval:

- 01 Construction Document package to be sent to Owner and Contractor for review and approval prior to bid.

Deliverables: Construction Document drawings and specifications, cost estimate and progress meeting documentation.

05 OPTIONAL SERVICES: We'll be glad to provide a proposal to complete the following optional services upon request.

A Traffic Impact Study.

06 FUTURE SERVICES: When the project advances to the construction stage the following services will be provided upon request, for a fee to be established at that time.

- A Permitting – submit and manage building permit application and coordinate trade permits.
- B Bidding and Negotiations – assist and coordinate bidding and construction contract processes.
- C Contract Administration - perform on-site construction observation, shop drawing and submittal review, "punch list", and project close-out processes.

EXCLUSIONS TO SCOPE OF SERVICE

- 01 Design Review Fees.
- 02 Permit Fees.
- 03 SDC Fees.
- 04 Traffic Impact Study.
- 05 Geotechnical investigations (soils structural report).
- 06 Topographic survey.
- 07 Infiltration testing.
- 08 Full building technology systems design.
- 09 Food Service/Kitchen design.
- 10 Fixtures, Furnishings & Equipment [FF&E] specification and design.
- 11 Sustainable certification [LEED, etc.].
- 12 Hazardous material assessment and abatement.
- 13 Special testing and inspection required by code during construction.
- 14 Record drawings following construction completion.
- 15 As-built field measuring and documentation.
- 16 3rd party Fire and Life Safety review.
- 17 3D model imagery except as described in scope of services.
- 18 Value Engineering.
- 19 Studies or surveys, unless outlined above.

FEES

We propose to provide the services outlined above {on a Time and Materials basis with a not to exceed, for a Fixed Fee, for a Percentage of Construction Cost}. Refer to the Design Fee Overview table below.

STANDARD BILLING SCHEDULE

For additional information on Standard Billing rates, refer to 'Exhibit A' - payment.

Principal	\$180	per hour
Project Architect	\$140	per hour
Project Manager	\$130	per hour
Interior Designer	\$120	per hour
Technical Staff	\$90-100	per hour
Graphic Support	\$70-80	per hour

DESIGN FEE OVERVIEW

Values indicated are in thousands: \$1 = \$1,000

PHASE	Architectural S/E A	Civil H/HR	Landscape H/HR	Structural W/DY	MEP Interface	Interior Design S/E A	Cost Estimating J/LD	Acoustic Eng. TBD	Other	TOTAL
PRE-DESIGN	\$5	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$5
DESIGN DEVELOPMENT	\$260	\$35	\$16	\$30	\$126	\$40	\$11	\$7	\$00	\$525
CONSTRUCTION DOCUMENTS	\$472	\$50	\$30	\$61	\$208	\$60	\$21	\$15	\$00	\$917
SIGNAGE	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$15	\$15
LOW VOLTAGE	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$24	\$24
FF&E	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$20	\$20
REIMBURSABLES	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$00	\$20	\$20
TOTAL	\$737	\$85	\$46	\$91	\$334	\$100	\$32	\$22	\$79	\$1,526

Total Fee: One million five hundred twenty-six thousand dollars. (\$1,526,000)

REIMBURSABLE EXPENSES

Printing, plotting, shipping, travel, and long distance communication costs are included as defined by the DESIGN FEE OVERVIEW.

END OF DOCUMENT

NEW SCOPE OF WORK

EX Item 12.



Contract Amendment to PROPOSAL FOR CITY OF WILSONVILLE PUBLIC WORKS

SW Boberg Road, Wilsonville, Oregon

The following represents a Contract Amendment to Professional Services Agreement CIP #8113, based on the Architectural Services Proposal dated June 17, 2020.

S|E A is pleased to provide this proposal for Architectural Services for Wilsonville Public Works. We look forward to helping to administer a Contract for Construction and witnessing the start of your new Campus.

PROJECT SCOPE

Assist administration of a Contract for Construction for the new Wilsonville Public Works Campus, to be located at 28601 SW Boberg Road in Wilsonville, Oregon.

Construction will be based on Project Documents dated 10/26/2021, incorporating components identified in original proposal scope items 01 through 08.

SCOPE OF SERVICES

Provide professional Construction Administrative Services to assist in administering a Construction Contract with a qualified General Contractor, in conjunction with an authorized Owners Representative.

Construction Administrative Services will include the skills and experience of the original Project Team, defined by the original proposal as Scope of Services Item 01, reproduced as follows:

01 DESIGN TEAM	S E A's Project Design Team is the following.
A Architectural Design	Scott Edwards Architecture LLC
B Civil Engineering	Harper Houf Peterson Righellis Inc.
C Landscape Design	Harper Houf Peterson Righellis Inc.
D Structural Engineering	WDY
E Mechanical, Electrical, Plumbing and Fire Protection Engineering	Interface Engineering
F Interior Design	Scott Edwards Architecture LLC
G Cost Estimating	JLD Cost Consulting

Services provided are defined by the original proposal as Scope of Services Item 06, reproduced as follows:

- 06 **FUTURE SERVICES:** When the project advances to the construction stage the following services will be provided upon request, for a fee to be established at that time.
- A** Permitting – submit and manage building permit application and coordinate trade permits.
 - B** Bidding and Negotiations – assist and coordinate bidding and construction contract processes.
 - C** Contract Administration - perform on-site construction observation, shop drawing and submittal review, “punch list”, and project close-out processes.

Per request, we offer the following, further itemization of the above services.

Permitting

Shepherding of the general building permit preparation, submittal, and review processes as required to obtain the general Building Permit. This process includes coordination with Building Officials and usually entails minor document revisions and coordination between design disciplines.

For clarification, in addition to this general Building Permit, the General Contractor is responsible for all specialized and building trade permit processes.

Bidding and Negotiations

Led by the authorized Owner’s Representative, we share our knowledge and experience in helping to select the appropriate project delivery system (contract type) to meet your needs.

We’ll work with your Owner’s Representative to refine the qualification and bid processes to best meet your needs and schedule.

Upon receipt of bids, we’ll assist in assessing bid results, proposed schedules, and conducting interviews as needed for General Contractor selection.

In anticipation of award of a Construction Contract, we’ll review the proposed contract and share our thoughts and insights.

Contract Administration

We will attend weekly Owner / Architect / Contractor meetings; approximately half of which are assumed to be virtual via Microsoft Teams, Zoom, or similar digital platform.

In conjunction with on-site meetings, we will walk the project and document our observations, drawing attention to any conditions of concern. We’ll maintain a photo library of project progress, shared upon request.

We will monitor and respond to General Contractor Requests for Information (RFI’s) and coordinate and review project submittals in conjunction our project consultant team.

We will review and process all Change Order Proposals (COP’s) and provide recommendations.

We will review and sign-off on all monthly payment applications.

As the project nears completion will help develop and manage a project “Punch List” and help to administer the project “Close out” process, including reviewing all submitted close-out documents and submittals. We will issue a Certificate of Substantial Completion when appropriate, upon which product warranties are initiated.

Throughout the Construction process we will act as a reference and sounding board for your needs and concerns.

EXCLUSIONS TO SCOPE OF SERVICE

- 01 Design Review Fees.
- 02 Permit Fees.
- 03 SDC Fees.
- 04 Traffic Impact Study.
- 05 Geotechnical investigations (soils structural report).
- 06 Topographic survey.
- 07 Infiltration testing.
- 08 Full building technology systems design.
- 09 Food Service/Kitchen design.
- 10 Fixtures, Furnishings & Equipment [FF&E] specification and design.
- 11 Sustainable certification [LEED, etc.].
- 12 Hazardous material assessment and abatement.
- 13 Special testing and inspection required by code during construction.
- 14 Record drawings following construction completion.
- 15 As-built field measuring and documentation.
- 16 3rd party Fire and Life Safety review.
- 17 3D model imagery except as described in scope of services.
- 18 Value Engineering.
- 19 Studies or surveys, unless outlined above.

FEES

We propose to provide the services outlined above, consistent with terms of our current contract, for a fee of four hundred sixty-seven thousand, seven hundred sixty dollars. (\$467,760)

The above fee is based upon our Standard Billing Schedule (unchanged from 2020) and an expected construction duration of 18 months once the contractor has mobilized and broken ground. Per your request, we have added a full breakdown of our fee – see attached “Exhibit ‘X’”.

REIMBURSABLE EXPENSES

Printing, plotting, shipping, travel, and long-distance communication costs are included as defined by the DESIGN FEE OVERVIEW.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal shall be considered additional services and will be billed at the hourly rates listed above.

We appreciate the opportunity to submit this proposal and look forward to working with you further on your project.

END OF DOCUMENT

Fee Breakdown **Exhibit “X”**

The following breakdown represents the basis of our fee proposal, including time, duration and billing rates anticipated for providing scope of services identified.

S EA	Bid & Permit		Const. Admin.	
			16	Months
			x 4	
	6	Weeks	64	Weeks
	x 24	Hrs/Wk	x 30	Hrs/Wk
	144	Hours	1,920	Hours
	x 140	Rate	x 140	Rate
	\$20,160	Dollars	\$268,800	Dollars

STANDARD BILLING SCHEDULE
 For additional information on Standard Billing rates, refer to 'Exhibit A' - payment.

Principal	\$180	per hour
Project Architect	\$140	per hour
Project Manager	\$130	per hour
Interior Designer	\$120	per hour
Technical Staff	\$90-100	per hour
Graphic Support	\$70-80	per hour

	Arch S EA	Civil HHPR	Landscape HHPR	Struct WDY	MEP Interface	Interior S EA	Total	Notes
Bidding and Permit	\$20,160	\$13,800	\$3,800	\$4,500	\$12,500	\$0	\$54,760	June 2020 Proposal Value
1.2	\$20,160	\$16,560	\$4,560	\$5,400	\$15,000	\$0	\$61,680	February 2022 Value
Const. Admin.	\$268,800	\$14,600	\$5,600	\$24,200	\$70,000	\$0	\$383,200	June 2020 Proposal Value
1.2	\$268,800	\$17,520	\$6,720	\$29,040	\$84,000	\$0	\$406,080	February 2022 Value
TOTAL	\$288,960	\$34,080	\$11,280	\$34,440	\$99,000	\$0	\$467,760	

File Attachments for Item:

13. Resolution No. 2969

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Blackline, Inc. For The 2022 Slurry Seal Project (Capital Improvement Project 4014). *(Palmer)*



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: April 18, 2022		Subject: Resolution No. 2969 Authorizing the City Manager to Execute a Construction Contract with Blackline, Inc. for the 2022 Slurry Seal Project (Capital Improvement Project 4014)	
		Staff Member: Matt Palmer, P.E. Civil Engineer	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Goal 1: Increase mobility for all in Wilsonville	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

A City of Wilsonville resolution approving the joint cooperative public bid process, accepting the lowest responsible bidder, and awarding a construction contract to Blackline, Inc. in the amount of \$167,487.45 for the construction of the 2022 Slurry Seal project.

EXECUTIVE SUMMARY:

The 2022 Slurry Seal project, a child project of the annual Street Maintenance Program, will reseal the asphalt driving surface of three Wilsonville neighborhoods in Summer 2022 (see Attachment 1). The project will reseal approximately 4.4 centerline miles (80,000 square yards) of city roadways.

The City of Wilsonville, along with three other local public agencies, partnered with the City of Hillsboro in a Joint Cooperative Procurement (as authorized in ORS 279A.210) to realize project savings through economies of scale. Under this Joint Cooperative Procurement, the City of Hillsboro is acting as the administrative contracting agency, but the City of Wilsonville must issue its own construction contract binding only the City of Wilsonville to Blackline, Inc.

The City of Hillsboro advertised the Slurry Seal project on Wednesday, February 16, 2022 and received three (3) bids by the April 27, 2021 deadline (see Attachment 2) of which Blackline, Inc. submitted the lowest, responsive bid at \$167,487.45 for City of Wilsonville project elements. In comparison with a City of Wilsonville advertised slurry seal project in 2017, the joint cooperative procurement with the City of Hillsboro results in an estimated 30% cost savings accounting for inflation, due to the economies of scale.

EXPECTED RESULTS:

Reseal the asphalt driving surface and extend the serviceable life of the roadway surface for approximately 4.4 centerline miles (80,000 square yards) of city roadways including Meadows Loop and surrounding neighborhood streets, Willamette Way West and East and surrounding neighborhood streets, and the Hazelwood neighborhood. Refer to Attachment 1 for a detailed map of all streets being slurry sealed.

TIMELINE:

Construction can begin in July 2022 with a final completion date scheduled before October 2022.

CURRENT YEAR BUDGET IMPACTS:

The 2022 Slurry Seal project (Project #4014) is funded through Road Maintenance fees. The proposed FY 2022-23 Wilsonville budget includes \$817,200 for construction, contract administration, and overhead for 2022 Slurry Seal project. The contract amount with Blackline, Inc. is \$167,487.45, within the proposed budgeted amount.

COMMUNITY INVOLVEMENT PROCESS:

A project website has been formed to communicate project related impacts and updates. Mailers are being prepared to communicate project impacts to residents and businesses within and near the various project areas.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Completion of the project will positively impact roadway surfaces by providing an extension of serviceable life by sealing the top surface of the existing roadways.

Impacts to residential neighborhoods include single day (7AM – 5PM) restrictions to roadway parking and property access. Barricades and no parking signs will be placed no less than thirty-six (36) hours but no more than seventy-two (72) hours prior to commencement of work. Advance door hanger notices and day prior door-to-door verbal contact will be utilized by the Contractor to notify residents and coordinate temporary relocation and parking of vehicles outside of the work area.

ALTERNATIVES:

City staff considered a number of alternatives to rehabilitate the pavement surfaces. The design team selected the slurry seal method, which resulted in the longest extension of serviceable life for the roadway at the least life cycle costs to the community.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:







1. Project Location Map
2. Bid Summary
3. Resolution No. 2969
 - A. 2022 Slurry Seal Construction Contract

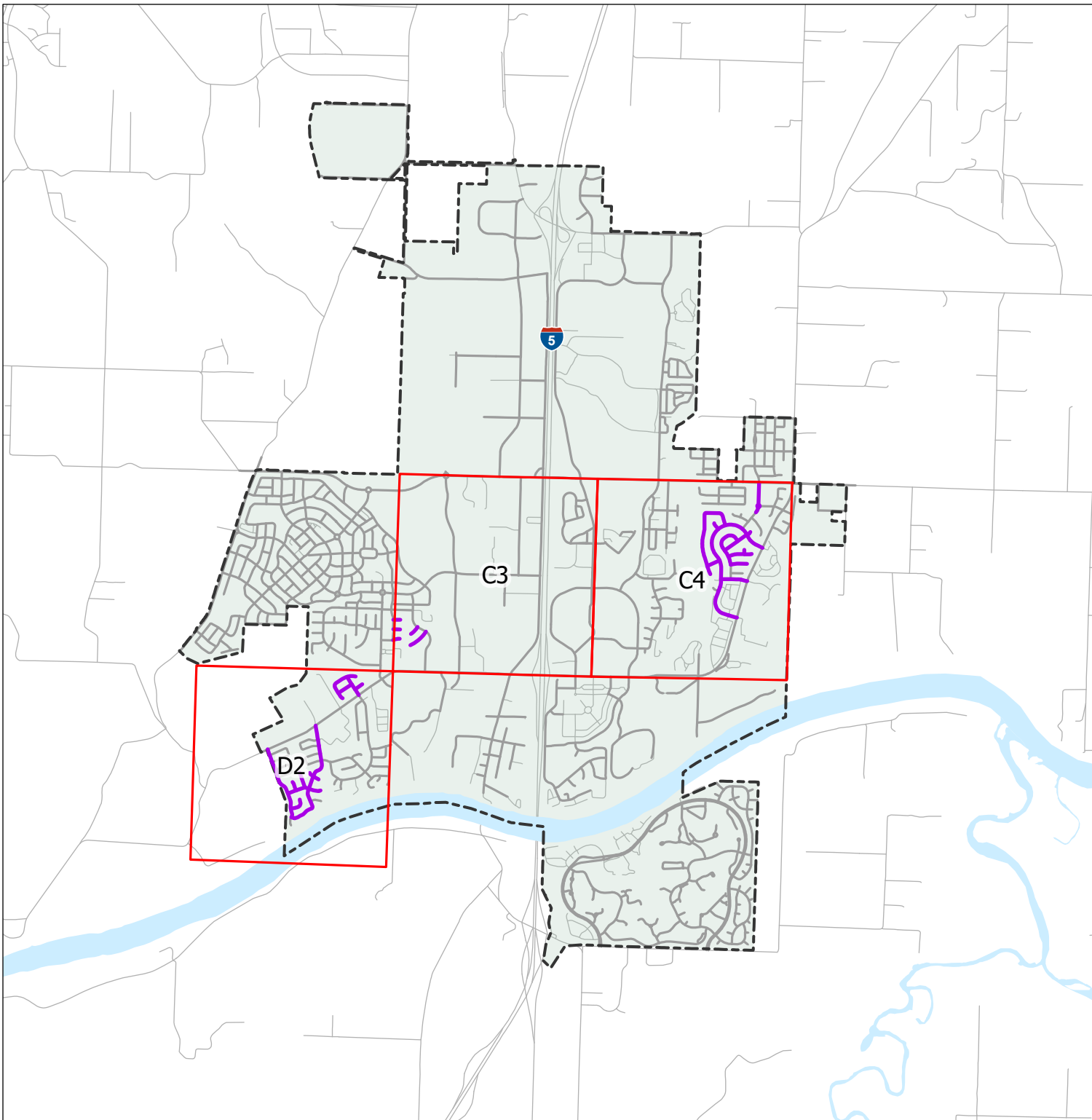


2022 Street Maintenance
CIP #4014

Slurry Seal GRID SUMMARY

Legend

-  Grid System
-  Slurry Seal Streets
-  City Road
-  State, County or Private Road
-  City Limits
-  River



5,000



Feet

DISCLAIMER







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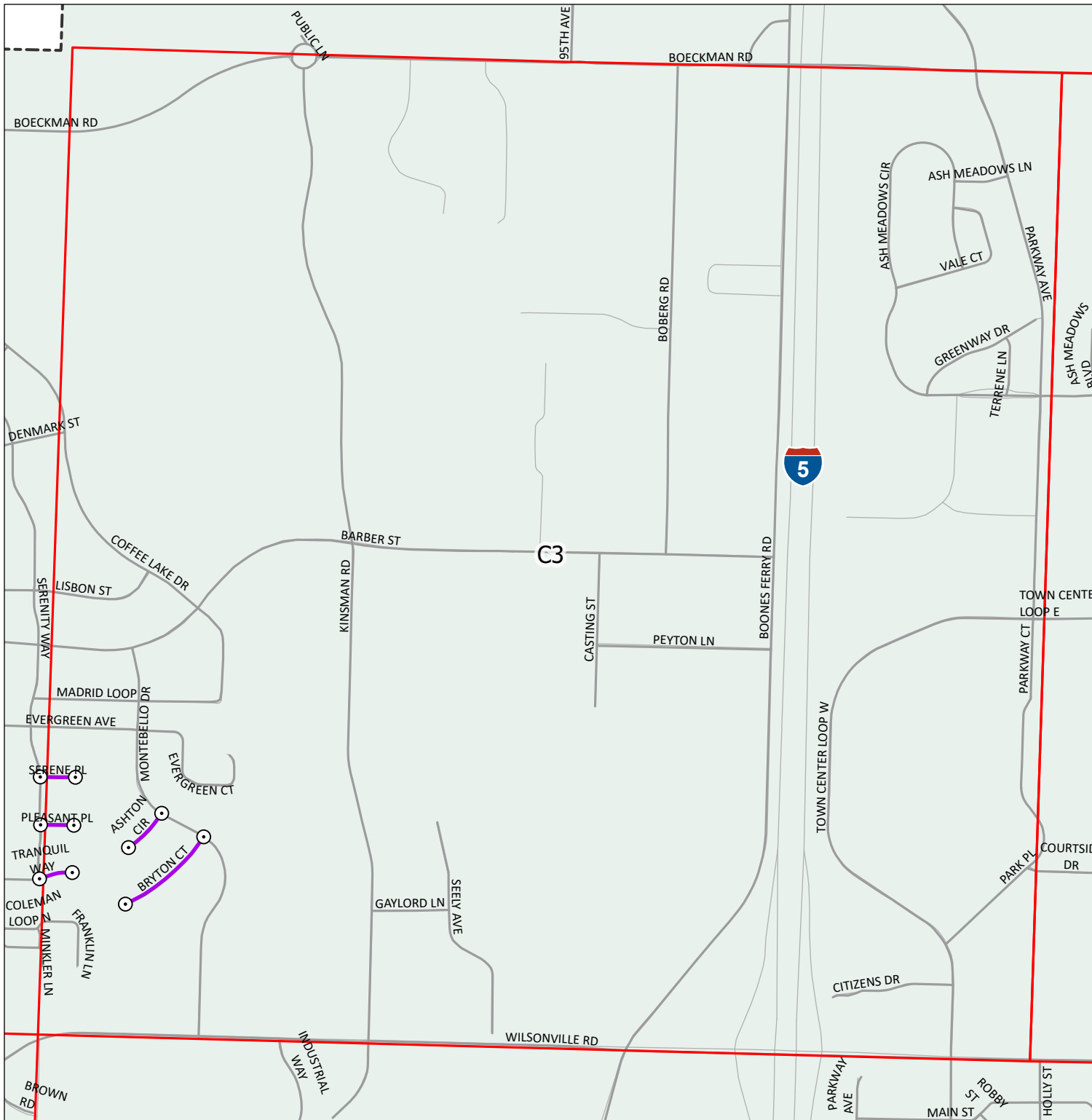


2022 Street Maintenance
CIP #4014

Slurry Seal GRID C3

Legend

-  Grid System
-  Slurry Seal Streets
-  City Road
-  State, County or Private Road
-  City Limits
-  River



1,000



Feet

DISCLAIMER







This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the project data and information sources to ascertain the usability of the information.



2022 Street Maintenance
CIP #4014

Slurry Seal GRID C4

Legend

-  Grid System
-  Slurry Seal Streets
-  City Road
-  State, County or Private Road
-  City Limits
-  River



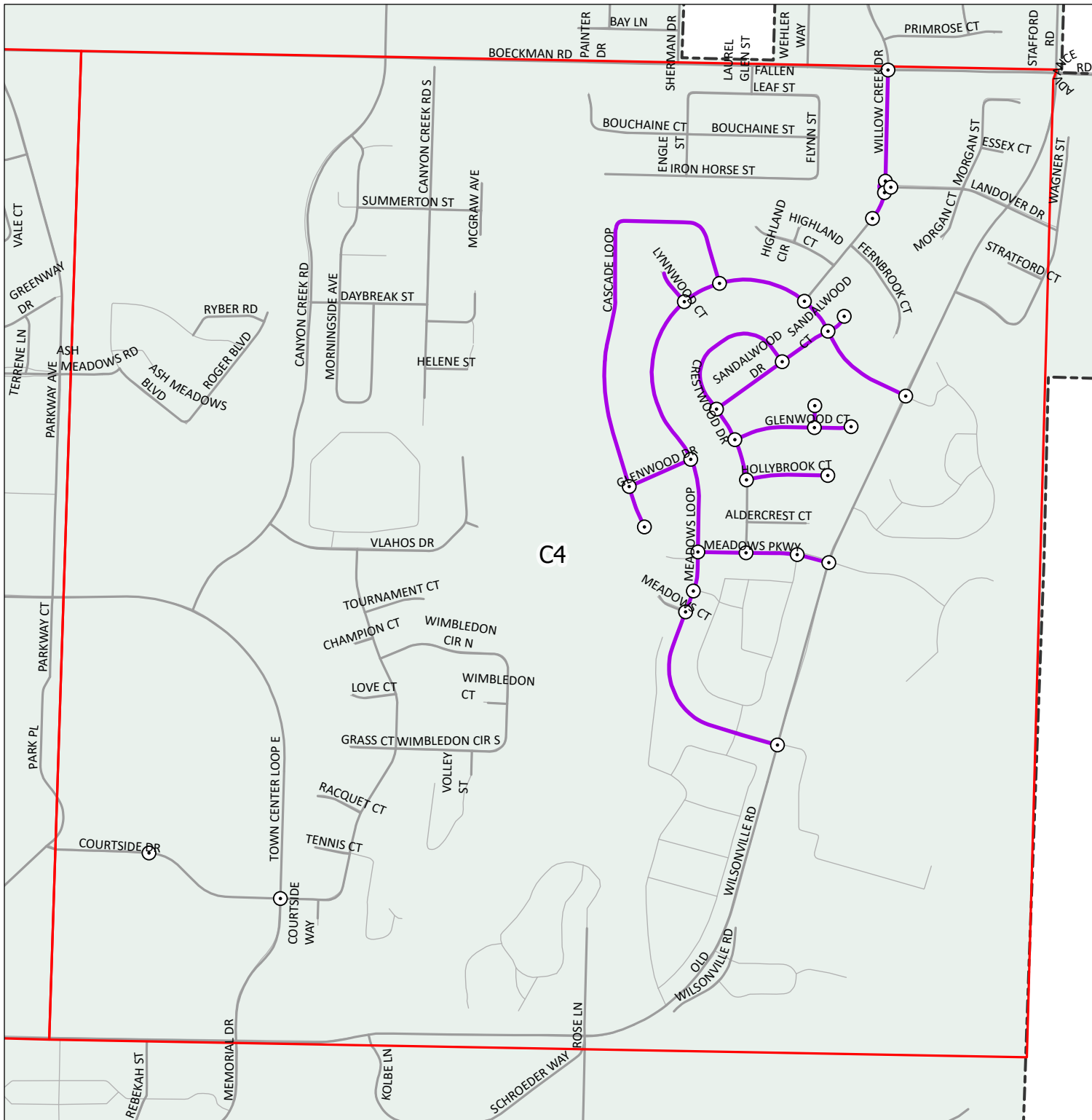
1,000



Feet

DISCLAIMER

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


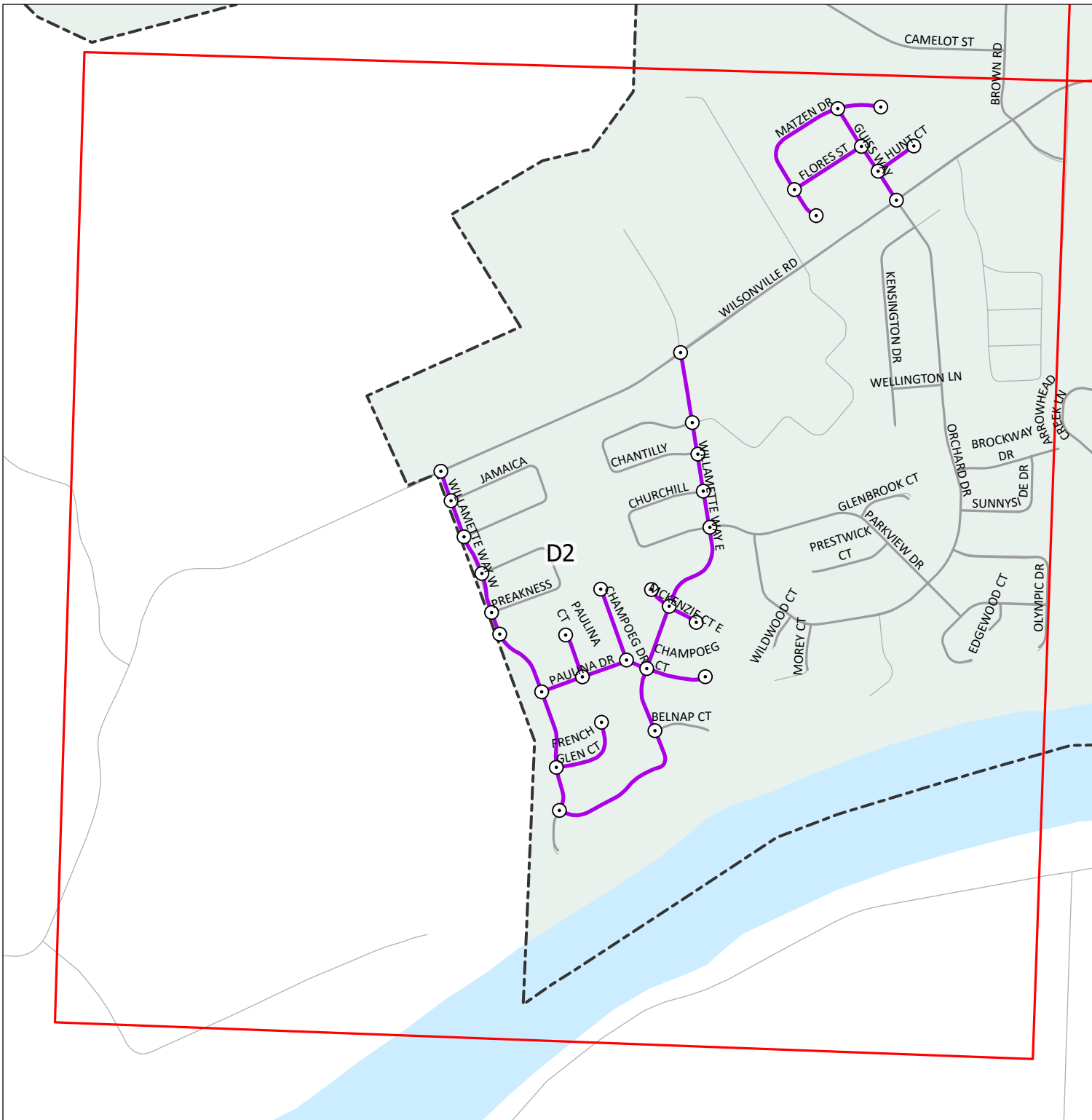


2022 Street Maintenance
CIP #4014

Slurry Seal GRID D2

Legend

-  Grid System
-  Slurry Seal Streets
-  City Road
-  State, County or Private Road
-  City Limits
-  River



1,000



Feet

DISCLAIMER

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CITY OF WILSONVILLE
2022 Slurry Seal Project
CIP #4014

BID ITEM	BID ITEM NAME	QTY	UNIT	Blackline, Inc.		VSS International, Inc.		Doolittle Construction LLC	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1E	Move-in, Bond, Insurance, Clean-up	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 11,955.00	\$ 11,955.00	\$ 27,000.00	\$ 27,000.00
2E	Traffic Control and Public Notification	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 38,670.00	\$ 38,670.00	\$ 15,000.00	\$ 15,000.00
3	Street Preparation and Application of Type II Asphalt	79,175	SY	\$ 1.78	\$ 140,931.50	\$ 1.85	\$ 146,473.75	\$ 2.23	\$ 176,560.25
4A	Arrows, Left Turn, Thermoplastic	2	EA	\$ 300.00	\$ 600.00	\$ 272.85	\$ 545.70	\$ 362.25	\$ 724.50
4B	Reflective Raised Pavement Markers, Bidirectional, Blue	47	EA	\$ 10.25	\$ 481.75	\$ 10.17	\$ 477.99	\$ 49.68	\$ 2,334.96
4C	Reflective Raised Pavement Markers, Bidirectional, Yellow	7	EA	\$ 6.25	\$ 43.75	\$ 5.89	\$ 41.23	\$ 20.70	\$ 144.90
4D	Striping, White, 4", Thermoplastic	59	LF	\$ 4.25	\$ 250.75	\$ 3.75	\$ 221.25	\$ 3.11	\$ 183.49
4F	Striping, White, 8", Thermoplastic	342	LF	\$ 2.10	\$ 718.20	\$ 1.77	\$ 605.34	\$ 6.21	\$ 2,123.82
4G	Striping, White, 12", Thermoplastic	214	LF	\$ 12.25	\$ 2,621.50	\$ 12.31	\$ 2,634.34	\$ 12.42	\$ 2,657.88
4H	Striping, Yellow, 4", Thermoplastic	1,420	LF	\$ 2.00	\$ 2,840.00	\$ 1.44	\$ 2,044.80	\$ 3.11	\$ 4,416.20
				TOTAL PRICE	\$ 167,487.45	TOTAL PRICE	\$ 203,669.40	TOTAL PRICE	\$ 231,146.00
				Blackline, Inc.		VSS International, Inc.		Doolittle Construction LLC	

RESOLUTION NO. 2969**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH BLACKLINE, INC. FOR THE 2022 SLURRY SEAL PROJECT (CAPITAL IMPROVEMENT PROJECT 4014).**

WHEREAS, the City of Wilsonville has planned, designed, and budgeted for the completion of Capital Improvement Project #4014, known as the 2022 Slurry Seal project (the Project); and

WHEREAS, the City of Hillsboro, acting as administrative contracting agency as part of a Joint Cooperative Procurement as authorized by ORS 279A.210, solicited sealed bids from qualified contractors for the Project that duly followed the State of Oregon Public Contracting Rules and consistent with the City of Wilsonville Municipal Code; and

WHEREAS, three bids were received by City of Hillsboro and opened on February 16, 2022, and Blackline, Inc. submitted a bid of \$927,866.80 for the Project, \$167,487.45 of which was for City of Wilsonville project elements, which was subsequently evaluated as the lowest responsive and responsible bid.

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

Section 1. The Joint Cooperative Procurement process for the Project duly followed Oregon Public Contracting Rules, and Blackline, Inc. submitted the lowest responsive and responsible bid.

Section 2. The City of Wilsonville acting as the Local Contract Review Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with Blackline, Inc. for a stated value of \$167,487.45 in substantially the form as attached hereto as Exhibit A.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 18th day of April 2022, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

- A. 2022 Slurry Seal Construction Contract

CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the 2022 Slurry Seal Project (“Project”) is made and entered into on this ____ day of April 2022 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Blackline, Inc.**, a Washington corporation (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City of Hillsboro issued a formal Invitation to Bid as part of a Joint Cooperative Procurement for the Project described herein; and

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: Invitation to Bid, entitled “City of Hillsboro 2022 Pavement Management Program ITB# 202201-10002,” and dated February 16, 2022; Contractor’s Bid submitted in response thereto; 2017 City of Wilsonville Public Works Standards; Oregon Department of Transportation 2018 Oregon Standard Specifications for Construction; Special Provisions to ODOT Standards, and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than September 30, 2022, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Substantial Completion by no later than September 2, 2022, and at Final Completion by September 30, 2022. See **Section 23** for the definitions of Substantial Completion and Final Completion.

Section 3. Contractor’s Work

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

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

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

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

Section 4. Contract Sum, Retainage, and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor the unit price not-to-exceed amount of ONE HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED EIGHTY-SEVEN DOLLARS AND FORTY-FIVE CENTS (\$167,487.45) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Unit Prices are as more particularly described in the Contract Documents.

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

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

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

4.5. Contractor's unit prices and Contract Sum are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

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

Section 5. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2022, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 6. Filing of Certified Statement

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

Section 7. Reports to Department of Revenue

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

Section 8. City's Rights and Responsibilities

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

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

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

8.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized hereby shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is

determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

8.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2021-22. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 21**.

Section 9. City's Project Manager

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

Section 10. Contractor's Project Manager

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

Section 11. Project Information

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

Section 12. Duty to Inform

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

Section 13. Subcontractors and Assignments

13.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 14.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall

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

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

Section 14. Contractor's Responsibilities

In addition to the Contractor's Responsibilities set forth in the Special Provisions included in the Contract Documents, Contractor also agrees to the following, some of which may also be set forth in the Special Provisions:

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

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

14.3. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with

Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to “subcontractor” in this Contract mean a subcontractor at any tier.

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

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

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

14.7. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended;

(f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

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

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

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

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

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

14.14. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The

rate of interest on the amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. Subcontractor Requirements

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

15.1.1. A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) days out of

such amounts as are paid to Contractor by the City under the public improvement contract; and

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

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

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

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

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

Section 16. Environmental Laws

16.1. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state, and local agencies, of which the City has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

FEDERAL AGENCIES:

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

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

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

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

LOCAL AGENCIES:
 County Courts
 Port Districts
 County Service Districts
 Water Districts

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

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

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

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

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

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

Section 17. Indemnity

17.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor’s negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor’s failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City’s requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor’s negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 17.2.** Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term “Contractor” applies to Contractor and

its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

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

Section 18. Insurance

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

18.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

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

18.1.3. Pollution Liability Coverage. Contractor shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Contract. Contractor will be fully responsible for the cost of any clean-

up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality (“DEQ”) and Federal Environmental Protection Agency (“EPA”) clean-up requirements. The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$2,000,000** general aggregate.

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

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

18.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor’s liabilities hereunder in insurance coverages. Additional Insured coverage under Contractor’s Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Work contemplated under this Contract.

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

18.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies,

Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 19. Bonding Requirements

19.1. Payment and Performance Bonds. Contractor shall obtain a Payment Bond and a Performance Bond, each in a form acceptable to the City and from a surety acceptable to the City, and each in the full amount of the Contract Sum.

19.2. Maintenance/Warranty Bond. Contractor shall maintain a one (1) year Maintenance/Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, in the amount of ten percent (10%) of the Contract Sum.

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

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

Section 20. Warranty

20.1. Contractor shall provide a full warranty for all Work for a period of one (1) year from the date of Final Acceptance of all Work.

20.2. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work for a period of one (1) year from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within one (1) year following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The one (1) year warranty period shall, with relation to such required repair, be extended one (1) year from the date of completion of such repair.

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

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

Section 21. Early Termination; Default

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

21.1.1. By mutual written consent of the parties;

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

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

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

21.3. If the City terminates this Contract for its own convenience not due to any default by Contractor, payment of Contractor shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Contractor against the City under this Contract.

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

Section 22. Suspension of Work

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

Section 23. Substantial Completion, Final Completion, and Liquidated Damages

23.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and the roads are fully functional and ready to use, with only minor punch list items remaining that do not significantly impact road use. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within twenty three (23) days thereof, and then a final walk-through will occur to confirm all punch list items have been completed. Final payment will occur upon completion of all punch list items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before September 2, 2022 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Subsections 23.3 and 23.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

23.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the Work is not substantially completed within the time specified in the paragraph above, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion.

23.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of Two Hundred Dollars (\$200) for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

23.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of September 30, 2022, or any written extension thereof granted by the City, Contractor shall pay the City Four Hundred Dollars (\$400) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

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

23.6. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that would preclude any reasonable Contractor from performing the Work ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

Section 24. Contract Modification; Change Orders

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

Section 25. Dispute Resolution

In the event of a dispute concerning performance of this Contract, the parties agree to meet to negotiate the problem. If such negotiation fails, the parties will mediate the dispute using a professional mediator, and the parties will split the cost. If the dispute cannot be resolved in either of the foregoing ways within thirty (30) days, either party may file suit in Clackamas County Circuit

Court. In the alternative, at the City’s election, the parties may follow the dispute resolution procedures found in the Special Provisions.

Section 26. Access to Records

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

Section 27. Property of the City

27.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Contractor under this Contract shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Contractor as creator of such work shall be conveyed to the City upon request without additional compensation.

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

Section 28. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
 Attn: Matt Palmer, P.E., Civil Engineer
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Contractor: Blackline, Inc.
 Attn: Cody Lorenzen
 13023 NE Hwy 99, Suite 7
 Vancouver, WA 98686

Section 29. Miscellaneous Provisions

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

29.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

29.3. No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

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

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

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

29.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

29.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

29.9. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

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

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

29.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

29.13. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

29.14. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

29.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

29.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

29.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

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

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

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

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

CONTRACTOR:

CITY:

BLACKLINE, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

File Attachments for Item:

14. Minutes of the April 4, 2022 City Council Meeting. (*Veliz*)



CITY COUNCIL MEETING MINUTES

April 04, 2022 at 7:00 PM

City Hall Council Chambers & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, April 4, 2022. The Mayor called the meeting to order at 7:00 p.m., followed by roll call and the Pledge of Allegiance.

PRESENT

Mayor Fitzgerald
 Council President Akervall
 Councilor Lehan
 Councilor West - Arrived 7:04 p.m.
 Councilor Linville

STAFF PRESENT

Andrea Villagrana, Human Resource Manager
 Beth Wolf, Systems Analyst
 Bill Evans, Communications & Marketing Manager
 Bryan Cosgrove, City Manager
 Jeanna Troha, Assistant City Manager
 Kimberly Veliz, City Recorder
 Mark Ottenad, Public/Government Affairs Director
 Ryan Adams, Assistant City Attorney
 Zoe Mombert, Assistant to the City Manager
 Philip Bradford, Associate Planner
 Dan Pauly, Planning Manager
 Dustin Schull, Parks Supervisor

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

Motion: Moved to approve the order of the agenda.

Motion made by Council President Akervall, Seconded by Councilor Lehan.

Voting Yea: Mayor Fitzgerald, Council President Akervall, Councilor Lehan, Councilor Linville

Absent: Councilor West

Vote: Motion carried 4-0.

MAYOR'S BUSINESS

4. Wilsonville Wildcats Week Proclamation

The Mayor read into the record a proclamation declaring April 4-8, 2022 as Wilsonville Wildcats Week. The Mayor then presented the Wilsonville Wildcats boys' basketball team and staffers each with their own proclamation. Council then took photos with the team.

5. City Attorney Employment Agreement

The Mayor recalled that at the last meeting, Council announced that Amanda Guile-Hinman was selected to serve as the next Wilsonville City Attorney.

Tamara Russell, Deputy General Counsel with City County Insurance Services, assisted in negotiating the employment agreement.

The Mayor shared the Council was eager for Ms. Guile-Hinman to begin her new role and have finalized the terms of the agreement, including a start date of May 2, 2022.

It was noted that Council conducted a wide-ranging review of candidates. Council agreed that Amanda Guile-Hinman, the City of Wilsonville's former Assistant City Attorney and current City Attorney for McMinnville, was ideally suited to pick-up where retiring City Attorney Barbara Jacobson left off.

The Mayor welcomed a motion to approve the employment agreement.

Motion: Moved to approve Amanda Guile-Hinman's employment agreement as City Attorney from May 2, 2022 to April 30, 2024, as outlined in the employment agreement.

Motion made by Council President Akervall, Seconded by Councilor Linville.

Voting Yea:

Mayor Fitzgerald, Council President Akervall, Councilor Lehan, Councilor West, Councilor Linville

Vote: Motion carried 5-0.

6. Upcoming Meetings

The Mayor called to attention the following events scheduled for April 2022:

Parkinson's Awareness Month

- The Mayor announced Parkinson's Awareness Month is observed in April, and this is an opportunity to increase awareness about the ailment and symptoms, as well as to support victims of this disease.
- Important to continue research and advance advancements toward the treatment and prevention and cure of that disease.
- Parkinson's is a long-term disorder where the central nervous system degenerates, affecting the body's motor system with trembling and stiffness.
- Celebrities such as Muhammed Ali and Michael J. Fox were diagnosed with Parkinson's.

Earth Day

- The Mayor shared April is Earth Day.
- Announced that included in the Council packet was a proclamation to celebrate the City's 2021 "Tree City USA" award.
 - The 2021 recognition is the City's 24th consecutive "Tree City USA" award.
 - These awards reflect Wilsonville's continued commitment to maintaining and promoting urban forest.
 - In order to receive a Tree City USA designation, the City must have:
 - Comprehensive Urban Forestry Program consisting of a tree ordinance;
 - City department that is responsible for trees and in Wilsonville's case that is the Public Works Department;
 - The City must have an annual community forestry budget of at least \$2 per capita; and
 - Annual Arbor Day observance and proclamation.
 - Wilsonville also received its 12th Growth Award designation that recognizes the City's tree-planting achievements go above and beyond the minimum requirements. Our Growth Award achievements in 2021 include:
 - Convening an interdepartmental tree response team following the 2021 winter ice storm to assess the damage.
 - The City also worked in collaboration with Friends of Trees to coordinate the replanting of 200 trees and neighborhoods throughout the City.
 - The City hires interns to update the City's tree inventory of trees in parks and City facilities.
 - City adopting the first Urban Forest Management Plan.
 - Recalled the Oregon Community Trees and the Oregon Department of Forestry awarded Councilor Lehan with the 2021 Oregon Urban and Community Forest Award.

- To celebrate Earth Day, the City is sponsoring with Friends of Trees a citywide ‘Tree Planting Event’ for new street trees.
 - While the deadline to order a tree has passed, residents can still volunteer to help plant a tree on April 22, 2022. For more information, see the City’s website.
- The Parks and Recreation Department sponsoring a “Spring Fling – Environmental Awareness Week,” April 25, 2022 through April 30, 2022.
 - Activities throughout the week include tree-pruning classes, pollinator education, a native plant giveaway, and more.
 - The week concludes with the community’s annual W.E.R.K. Day volunteer projects on Saturday, April 30, 2022, at Memorial Park. For more information and registration, see the City’s website.

PGE Electric Tool-Exchange

- Announced the “PGE Electric Tool-Exchange” Event scheduled for April 30 in the Wilsonville campus parking lot of Clackamas Community College.
- This event is geared towards area residents.
- The event allows community members to dispose of old gas powered lawnmower string trimmers, blowers and chainsaws free at no charge.
- Community members can also order and pay in advance for new electric powered lawn mowers, string trimmers blowers and chainsaws for pickup on April 30, 2022.
- Community members should register in advance for the April 30, 2022 “Electric Tool-Exchange” Event in Wilsonville. A similar event is also being held on April 24, 2022 in Lake Oswego.
- You can see the City’s website for more information.

City Council Meeting

- Next City Council meeting April 18, 2022.

COMMUNICATIONS

7. Representative Courtney Neron 2022 Legislative Session Presentation

Representative Courtney Neron presented on legislature’s accomplishments during the 2022 State legislative session. Representative Neron summarized the legislature’s investments to address homelessness, support stronger schools, meet healthcare needs, support workforce development, broadband infrastructure, educator retention, among other priorities.

Following the presentation City Council appreciated Representative Neron for all her work and asked her follow up questions.

8. Wilsonville Little League Bleachers – Community Enhancement Program

Brian Clark briefed Council on the Wilsonville Little League project to build new bleachers with funds provided by the Community Enhancement Program.

Councilor comment followed.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

There were none.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

9. Council President Akervall

Planned to attend the following events:

- League of Oregon Cities (LOC) Strategic Planning Focus Group on Wednesday, April 6, 2022.
- Urban Renewal Task Force on Thursday, April 7, 2022

Announced the Rotary First Citizen Awards were scheduled for Friday, April 8, 2022. Council President Akervall cannot attend however, passed along her congratulations and appreciation for the many people being recognized.

Attended the following event since the last City Council meeting:

- Rotary Peace Pole on Monday, April 28, 2022 at City Hall

Called attention the Diversity, Equity and Inclusion Committee is looking for members for a focus group. Deadline to sign up is April 10, 2022. Meetings would occur between April 13 and April 19, 2022. In addition, there is an online survey where community members can submit feedback.

10. Councilor Lehan

Attended a variety of meetings including:

- Airport related meetings
- Willamette Falls and Landings Heritage Area Coalition
- Willamette Falls Locks Authority

Shared the Library and Parks & Recreation are offering a number of programs for not only the community work relative to Arbor Day and other cleanup efforts, but lots of other fun things for all ages.

11. Councilor West

Councilor West reported on the Wilsonville-Metro Community Enhancement Committee meetings that he and Councilor Linville attended.

Councilor West shared he planned to attend the Rotary Heart of Gold on Friday, April 8, 2022. He also encouraged community members to attend the event. He explained at the event the Wilsonville Citizen of the Year is awarded.

He also encouraged community members to support other upcoming Rotary events such as the summer concerts. Councilor West shared that proceeds from Rotary events are used to help others.

12. Councilor Linville

The audience was reminded that signups for community garden plots at Memorial Park open April 7, 2022.

Councilor Linville shared she planned to attend the following:

- Meeting with Clackamas County Workforce Partnership staff on Friday, April 8, 2022 to discuss how the City of Wilsonville can engaged with the group. In addition, to look at ways elected officials can provide the program with input.
- Rotary Heart of Gold on Friday, April 8, 2022.
- Last, Willamette Falls Locks Commission meeting on Monday, April 11, 2022.

Announced the below upcoming events:

- April 16, 2022 Community Egg Hunt at Memorial Park
- April 17 – April 23, 2022 National Volunteer Week
- April 20, 2022 Drive thru Volunteer Celebration

Councilor Linville personally thanked all of the volunteers for all that they do to help the City of Wilsonville.

CONSENT AGENDA

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

13. **Resolution No. 2961**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Northstar Electrical Contractors, Inc To Construct Street Lighting LED Conversion – Phase 2 Project (CIP #4722).

14. Resolution No. 2965

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Jarrett Walker And Associates, LLC For The Update Of The Transit Master Plan.

15. Resolution No. 2968

A Resolution Of The City Of Wilsonville Approving A Goods And Services Contract With Northwest Playground Equipment, Inc. For the Villebois Regional Park 7 And 8 Amenities.

16. Minutes of the March 21, 2022 City Council Meeting.

Motion: Moved to approve the Consent Agenda.

Motion made by Council President Akervall, Seconded by Councilor West.

Voting Yea:

Mayor Fitzgerald, Council President Akervall, Councilor Lehan, Councilor West, Councilor Linville

Vote: Motion carried 5-0.

NEW BUSINESS

None.

CONTINUING BUSINESS

None.

PUBLIC HEARING

The Assistant City Attorney read the title of Ordinance Nos. 857 and 858 into the record on first reading.

The Mayor provided the public hearing format and opened the public hearing at 8:14 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.

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

The Assistant City Attorney reported there was no legal objection or further input.

Representative for the applicant Maria Miller of AKS Engineering shared she agreed with City staff's presentation and thanked Mr. Bradford for accurately describing the project.

The Mayor invited public testimony. Seeing none the Mayor requested a motion to close the public hearing.

Motion: Moved to close the public hearing.

Motion made by Councilor Linville, Seconded by Councilor Lehan.

Voting Yea:

Mayor Fitzgerald, Council President Akervall, Councilor Lehan, Councilor West, Councilor Linville

Vote: Motion carried 5-0.

The Mayor then declared the public hearing closed at 8:47 p.m.

17. **Ordinance No. 857** - 1st Reading (*Quasi-Judicial Hearing*)

An Ordinance Of The City Of Wilsonville Annexing Approximately 12.95 Acres Of Property Located To The North Of SW Frog Pond Lane Into The City Limits Of The City Of Wilsonville, Oregon; The Land Is More Particularly Described As Tax Lot 500, And A Portion Of SW Frog Pond Lane Right-Of-Way, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Darrell R. Lauer, Sandi L. Lauer, Petitioners.

Motion: Moved to adopt Ordinance No. 857 on first reading.

Motion made by Council President Akervall, Seconded by Councilor Lehan.

Voting Yea:

Mayor Fitzgerald, Council President Akervall, Councilor Lehan, Councilor West, Councilor Linville

Vote: Motion carried 5-0.

18. **Ordinance No. 858** - 1st Reading (*Quasi-Judicial Hearing*)

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone To The Residential Neighborhood (RN) Zone On Approximately 12.80 Acres To The North Of SW Frog Pond Lane; The Land Is More Particularly Described As Tax Lot 500, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Venture Properties, Inc., Applicant.

Motion: Moved to adopt Ordinance No. 858 on first reading.

Motion made by Council President Akervall, Seconded by Councilor Linville.

Voting Yea:

Mayor Fitzgerald, Council President Akervall, Councilor Lehan, Councilor West, Councilor Linville

Vote: Motion carried 5-0.

CITY MANAGER’S BUSINESS

City Councilors were reminded their Statement of Economic Interest (SEI) for the Oregon Government Ethics Commission (OGEC) needed to be filed by April 15, 2022.

LEGAL BUSINESS

There was none.

ADJOURN

The Mayor adjourned the meeting at 8:25 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor

File Attachments for Item:

15. OTAK, Inc. Settlement Agreement (*Adams*)

**SETTLEMENT AGREEMENT AND
ISSUE RELEASE**

I. PARTIES

This Settlement Agreement and Issue Release (“Agreement”) is made and entered into between the following parties:

- A. THE CITY OF WILSONVILLE, its councilors, directors, assigns, agents, employees, predecessors, and successors (the “City”); and
- B. OTAK, INC., its directors, assigns, agents, officers, members, employees, predecessors, successors, attorneys, and insurers (“Otak”).
- C. The Parties identified in A and B above shall be collectively referred to as the “Settling Parties.”

II. FACTUAL RECITALS

A. The City is the owner of the land and improvements now commonly known as the 5th Street/Kinsman Road Extension Project (the “Project”). Beginning in 2017 and continuing thereafter, Otak provided design services and construction contract administration (Construction Administration Contract) for the Project.

B. As of the date of this Agreement, the Project is ongoing.

C. During the course of the Project, through the RFI process, the Parties discovered that the amount of steel reinforcement called for in the Project Bid Schedule prepared by Otak did not reflect the amount of steel reinforcement that Otak included in the construction design documents for the 5th Street and Kinsman Road Bridges.

D. The City claimed that Otak failed to meet the required standard of care in the preparation of the Project Bid Schedule, which required the City to incur additional steel costs for the required amount of structural steel reinforcement material.

E. Foregoing paragraphs C and D, collectively, shall be referred to as the “Steel Reinforcement Discrepancy,” which is the subject of this Agreement.

F. As provided below, the Settling Parties hereby desire to settle all claims relating to the Steel Reinforcement Discrepancy.

III. COMPROMISE SETTLEMENT & ISSUE RELEASE

A. In consideration of and specifically upon execution of this Agreement and satisfaction of the payment obligations stated in Section V below, the Settling Parties intend this Agreement to be a full, final, and complete settlement, adjustment, and compromise of

any and all claims related to the additional expense the City incurred due to the Steel Reinforcement Discrepancy.

B. This Agreement and subsection are not intended to, and do not release any claims whatsoever, other than the Steel Reinforcement Discrepancy.

IV. NO THIRD-PARTY BENEFICIARIES

This Agreement and the releases contained herein apply only to the Settling Parties and are not intended to release or otherwise impair or hinder any claims the City may have against other non-settling parties, including any additional subcontractors involved in the original design, development, and construction of the Project. This Agreement and the releases contained herein are also not intended to release or otherwise impair or hinder the claims reserved in Section III(B) above. There are no intended or incidental third-party beneficiaries to this Agreement.

V. PAYMENT

A. The Settling Parties and their respective insurers shall tender settlement funds by check(s) made payable to the City in the amount of fifty thousand dollars (**\$50,000**).

B. The City is authorized to negotiate the settlement payment referenced in Section V(A) above immediately after it has signed this Agreement and distributed copies of the signature pages to counsel (or another agreed contact person). It is expressly understood and agreed that this Agreement and the consideration therefor represent a final and complete compromise of the Steel Reinforcement Discrepancy as to the parties to this Agreement.

VI. ADDITIONAL TERMS

The Settling Parties agree to the following additional terms:

A. No Admission of Liability. Otak denies liability for any claims asserted by the City related to the Steel Reinforcement Discrepancy, and further states that it is making the payment described in Section V above solely in compromise and settlement of disputed claims related to the Steel Reinforcement Discrepancy, and such payment is not to be regarded as an admission of liability or fault. Except as otherwise stated above, the Settling Parties intend by their actions pursuant to this Agreement to, among others, avoid the expense, delay, and burden of further litigation related to the Steel Reinforcement Discrepancy.

B. Exclusion from Evidence. The Settling Parties agree that no aspect of the Steel Reinforcement Discrepancy shall be entered into evidence at any subsequent dispute resolution proceeding, whether mediation or otherwise.

C. Consolidated Dispute Resolution Process for Further Disputes. The Settling Parties agree that any additional or further claims by either Party against the other Party, in any way related to the Project, shall be addressed pursuant to a Consolidated Dispute Resolution Process, to commence after completion of the Project. As used herein,

“completion of the Project” shall mean the date upon which the City signs off on the Project as substantially complete or the Construction Administration Contract for the Project between the Settling Parties is terminated prior to completion of the Project due to an uncured default by either Settling Party. This shall take the form, initially, of a mediation, only after which may the Parties proceed with the dispute resolution provisions of their contracts, or otherwise. The Parties agree to reasonably cooperate in deferring such claims to the Consolidated Dispute Resolution Process. Notwithstanding the provisions of this Section, the Parties are not hereby obligated to waive any disputes they may have against each other where, under Oregon law, the timing of such dispute may not be adjusted by agreement between the Parties.

D. Authority of Signatories. The signatories to this Agreement each represent and warrant that they have full power and authority to enter into and execute this Agreement. Furthermore, the individuals executing this Agreement on behalf of a corporation or other business entity each represent and warrant that (i) the individual has full authority to execute this Agreement on behalf of the corporation or business entity for which they so signed; and (ii) the individual is acting within the course and scope of such authority in executing this Agreement.

E. Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. To the extent the offending provision cannot be curtailed or limited, it shall be fully severable, and the remainder of this Agreement shall remain in full force.

F. Representation by Counsel. Each party to this Agreement is represented by counsel and has consulted with its counsel regarding the terms and legal meaning of this Agreement.

G. Waiver of Construction against Drafter. This Agreement was negotiated and approved by the Settling Parties. Any rule that would otherwise require an ambiguity in this Agreement to be construed against the drafting party is hereby expressly waived.

H. No Transfer of Claims. The Settling Parties represent and warrant that each has not previously assigned any substantive right (e.g., rights or claims) at issue under this Agreement.

I. Entire Agreement. This Agreement constitutes the entire agreement among the Settling Parties and all terms cited or referenced in this document are contractually binding, not mere recitals. This Agreement supersedes any prior oral or written agreements or communications on the subject matter addressed herein.

J. Counterparts. This Agreement may be executed in counterparts, with each counterpart constituting an original. The Settling Parties agree that photocopied, scanned,

or facsimile signatures on this Agreement or any exhibits or modifications thereto are as effective as original signatures.

K. Dispute Resolution. In the event a dispute arises between the Settling Parties in connection with the language of this Agreement or enforcement of any of its terms, the dispute shall be submitted to Dan Harris, who shall act as sole arbitrator. Any decision rendered by Mr. Harris shall be final and binding. In the event Mr. Harris is not available to arbitrate a dispute, then the Settling Parties may stipulate to a different arbitrator. If the Parties are unable to agree, the Parties agree to appointment of such arbitrator as may be determined by the Presiding Judge of Clackamas County.

L. Further Assurances. The Settling Parties agree to take such action and execute such further documents, including modifications to this Agreement, as may be reasonably necessary to effectuate the intent of this Agreement.

M. Authority to Settle. Each individual approving the form and content of this Agreement on behalf of a Settling Party represents and warrants that they have authority to bind their respective party to the terms and conditions in this Agreement, and agrees to be bound by the terms and conditions set forth herein.

N. Governing Law. This Agreement, and any disputes arising out of the language contained herein, shall be governed by the law of the State of Oregon.

O. Binding Effect. This Agreement shall bind and inure to the benefit of the Settling Parties and their former, current, and future respective members, shareholders, managers, predecessors, successors, heirs, survivors, legatees, executors, administrators, representatives, agents, insurers, attorneys, accountants, receivers, trustees, subrogees, transferees, and assigns.

CITY OF WILSONVILLE

OTAK, INC.

By: _____

By:  _____
James Hamann (Apr 11, 2022 15:00 PDT)

Bryan Cosgrove

Print Name: James Hamann

As Its: City Manager

As Its: CEO


DATED: _____

DATED: Apr 11, 2022

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney
Wilsonville, Oregon



Julie Haddon, Attorney for Otak, Inc.

File Attachments for Item:**16. Ordinance No. 857** - 2nd Reading

An Ordinance Of The City Of Wilsonville Annexing Approximately 12.95 Acres Of Property Located To The North Of SW Frog Pond Lane Into The City Limits Of The City Of Wilsonville, Oregon; The Land Is More Particularly Described As Tax Lot 500, And A Portion Of SW Frog Pond Lane Right-Of-Way, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Darrell R. Lauer, Sandi L. Lauer, Petitioners. (*Bradford*)



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: April 18, 2022</p>	<p>Subject: Ordinance Nos. 857 and 858 – 2nd Reading Annexation and Zone Map Amendment for Frog Pond Vista subdivision in Frog Pond West</p> <p>Staff Member: Philip Bradford, Associate Planner</p> <p>Department: Community Development</p>
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>
<p><input checked="" type="checkbox"/> Motion</p> <p><input checked="" type="checkbox"/> Public Hearing Date: April 4, 2022</p> <p><input checked="" type="checkbox"/> Ordinance 1st Reading Date: April 4, 2022</p> <p><input checked="" type="checkbox"/> Ordinance 2nd Reading Date: April 18, 2022</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input type="checkbox"/> Consent Agenda</p>	<p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input type="checkbox"/> Not Applicable</p> <p>Comments: Following their review at the March 14, 2022 meeting, the Development Review Board (DRB), Panel A, unanimously recommended approval of an Annexation and a Zone Map Amendment for the subject property. The DRB also approved with conditions, contingent on the Annexation and Zone Map Amendment, a Stage I Master Plan, Stage II Final Plan, Site Design Review, Tentative Subdivision Plat, Type C Tree Removal, Significant Resource Overlay Zone Boundary Verification, and Significant Resource Impact Report Review.</p>
<p>Staff Recommendation: Staff recommends City Council adopt Ordinance Nos. 857 and 858 on second reading.</p>	
<p>Recommended Language for Motion: Two separate motions: I move to adopt Ordinance No. 857 on second reading. I move to adopt Ordinance No. 858 on second reading.</p>	
<p>Project / Issue Relates To:</p>	
<p><input type="checkbox"/> Council Goals/Priorities:</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond West</p> <p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

Approve, modify, or deny Ordinance Nos. 857 and 858 to annex 12.95 acres and rezone approximately 12.80 acres north of SW Frog Pond Lane within the Frog Pond West Master Plan area, enabling development of a 38-lot subdivision.

EXECUTIVE SUMMARY:

The proposed subdivision is the sixth area proposed for annexation and subsequent development consistent with the Frog Pond West Master Plan. The subdivisions are envisioned to blend together as one cohesive neighborhood. Concurrent with the adoption of the Frog Pond West Master Plan, the City added a new zoning district, Residential Neighborhood (RN), intended for application to the Master Plan area. The requested zone map amendment proposes applying the Residential Neighborhood (RN) Zone to the Frog Pond Ridge subdivision consistent with this intention.

EXPECTED RESULTS:

Adoption of Ordinance Nos. 857 and 858 will bring this portion of the Frog Pond West Master Plan area into the City and zone it for development consistent with the Master Plan.

TIMELINE:

The Annexation and Zone Map Amendment will be in effect 30 days after ordinance adoption on second reading and upon filing the annexation records with the Secretary of State as provided by ORS 222.180.

CURRENT YEAR BUDGET IMPACTS:

The project will result in income and expenditures consistent with the infrastructure financing plan of the Frog Pond West Master Plan.

COMMUNITY INVOLVEMENT PROCESS:

Staff sent the required public hearing notices. In addition, significant public involvement occurred during development and approval of the Frog Pond Area Plan and Frog Pond West Master Plan, with which the proposed actions are consistent.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The annexation and development of the subject land will provide additional housing choices and continued development of quality neighborhoods.

ALTERNATIVES:

The alternatives are to modify, approve, or deny the annexation and zone map amendment requests.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

Attachment 1 – Ordinance No. 857:

Exhibit A – Legal Description and Sketch Depicting Land/Territory to be Annexed

Exhibit B – Petition for Annexation

Exhibit C – Annexation Findings

Exhibit D – Development Review Board Panel A Resolution No. 400 Recommending Approval of Annexation

Attachment 2 – Ordinance No. 858:

Exhibit A – Zoning Order DB21-0058 Including Legal Description and Sketch Depicting Zone Map Amendment

Exhibit B – Zone Map Amendment Findings

Exhibit C – Development Review Board Panel A Resolution No. 400 Recommending Approval of Zone Map Amendment

ORDINANCE NO. 857

AN ORDINANCE OF THE CITY OF WILSONVILLE ANNEXING APPROXIMATELY 12.95 ACRES OF PROPERTY LOCATED TO THE NORTH OF SW FROG POND LANE INTO THE CITY LIMITS OF THE CITY OF WILSONVILLE, OREGON; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOT 500, AND A PORTION OF SW FROG POND LANE RIGHT-OF-WAY, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. DARRELL R. LAUER, SANDI L. LAUER, PETITIONERS.

WHEREAS, a petition submitted to the City requests annexation of certain real property legally described and depicted in Exhibit A; and;

WHEREAS, Darrell R Lauer and Sandi L. Lauer, together representing 100 percent of the property ownership within the annexation area signed the petition; and;

WHEREAS, Darrell R Lauer and Sandi L. Lauer, together representing a majority of the electors within the annexation area signed the petition; and

WHEREAS, ORS 227.125 authorizes the annexation of territory based on consent of all owners of land and a majority of electors within the territory and enables the City Council to dispense with submitting the questions of the proposed annexation to the electors of the City for their approval or rejection; and

WHEREAS, the land to be annexed is within the Urban Growth Boundary and has been master planned as part of the Frog Pond West Neighborhood; and

WHEREAS, Panel A of the Development Review Board considered the annexation and after a duly advertised public hearing held on March 14, 2022, unanimously recommended City Council approve the annexation; and

WHEREAS, on April 4, 2022 the City Council held a public hearing as required by Metro Code 3.09.050; and

WHEREAS, reports were prepared and considered as required by law; and because the annexation is not contested by any party, the City Council chooses not to submit the matter to the voters and does hereby favor the annexation of the subject tract of land based on findings, conclusions, and the Development Review Board's recommendation to City Council.

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

1. FINDINGS.

The tract of land, described and depicted in Exhibit A, is declared annexed to the City of Wilsonville.

2. DETERMINATION.

The findings and conclusions incorporated in Exhibit C are adopted. The City Recorder shall immediately file a certified copy of this ordinance with Metro and other agencies required by Metro Code Chapter 3.09.050(g) and ORS 222.005. The annexation shall become effective upon filing of the annexation records with the Secretary of State as provided by ORS 222.180.

3. EFFECTIVE DATE OF ORDINANCE.

This Ordinance shall be declared to be in full force and effect thirty (30) days for the date of final passage and approval.

SUBMITTED to the Wilsonville City Council and read the first time at a meeting thereof on the 4th day of April 2022, and scheduled the second reading on April 18, 2022, 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 18th day of April 2022, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 18th day of April, 2022.

JULIE FITZGERALD, MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Legal Description and Sketch Depicting Land/Territory to be Annexed
- B. Petition for Annexation
- C. Annexation Findings
- D. Development Review Board Panel A Resolution No. 400 Recommending Approval of Annexation



AKS ENGINEERING & FORESTRY, LLC
 12965 SW Herman Road, Suite 100, Tualatin, OR 97062
 P: (503) 563-6151 | www.aks-eng.com

AKS Job #7530

OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA

EXHIBIT A

City Annexation Description

A tract of land located in the Southeast One-Quarter of Section 12, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the southeast corner of Parcel II of Partition Plat 1991-043, Clackamas County Plat Records, also being on the west right-of-way line of Stafford Road (30.00 feet from centerline); thence along the south line of said Parcel II, North $88^{\circ}48'53''$ West 1015.40 feet to the northwest corner of Document Number 2018-044491, Clackamas County Deed Records, and the Point of Beginning; thence along the west line of said deed, South $01^{\circ}40'07''$ West 895.84 feet to the north right-of-way line of Frogpond Lane (16.50 feet from centerline) and the City of Wilsonville city limits line; thence along said north right-of-way line and said city limits line, North $88^{\circ}35'24''$ West 298.01 feet to the northerly extension of the east line of Document Number 99-022102, Clackamas County Deed Records; thence along said northerly extension and said city limits line, South $01^{\circ}42'33''$ West 33.00 feet to the south right-of-way line of Frogpond Lane (16.50 feet from centerline); thence leaving said city limits line along said south right-of-way line, North $88^{\circ}35'24''$ West 210.00 feet to the southerly extension of the east line of Document Number 2001-040160, Clackamas County Deed Records; thence along said southerly extension and the east line of said deed, North $01^{\circ}42'33''$ East 403.19 feet to the northeast corner thereof; thence along the north line of said deed, North $88^{\circ}35'24''$ West 273.93 feet to the easterly line of Document Number 2020-036921, Clackamas County Deed Records; thence along said easterly line the following four (4) courses: North $01^{\circ}50'36''$ East 262.98 feet; North $51^{\circ}04'13''$ East 283.61 feet; North $57^{\circ}44'58''$ East 85.72 feet; North $01^{\circ}11'07''$ East 29.64 feet to the south line of said Parcel II; thence along said south line, South $88^{\circ}48'53''$ East 494.66 feet to the Point of Beginning.

The above described tract of land contains 12.95 acres, more or less.

Bearings for this description are based on State Plane Grid bearing, Oregon State Plane, North Zone 3601, NAD83(2011) Epoch: 2010.0000. Distances shown are International Foot ground values.

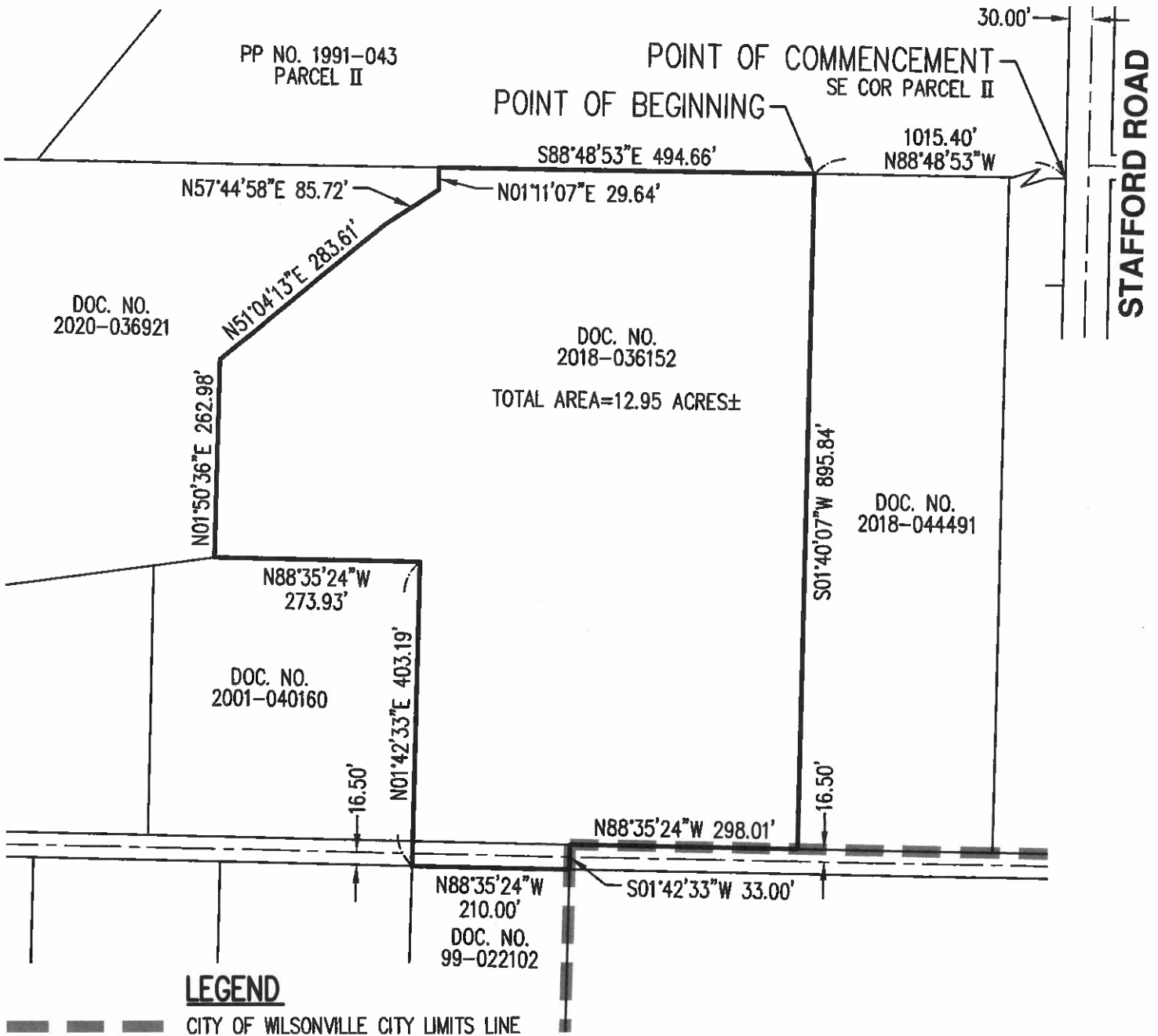
4/23/2021



RENEWS: 12/31/22

EXHIBIT B

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 12,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, OREGON



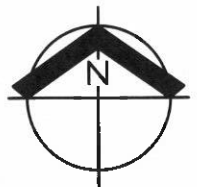
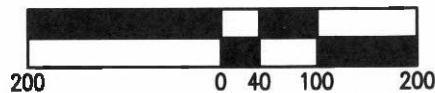
4/23/2021

REGISTERED
PROFESSIONAL
LAND SURVEYOR

PREPARED FOR

VENTURE PROPERTIES, INC.
4230 SW GALEWOOD STREET, SUITE 100
LAKE OSWEGO, OR 97035

SCALE: 1" = 200 FEET



[Signature]

OREGON
JANUARY 11, 2005
ROBERT D. RETTIG
60124LS

RENEWS: 12/31/22

CITY ANNEXATION MAP

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151 WWW.AKS-ENG.COM





EXHIBIT
B

DRWN: WCB
CHKD: RDR
AK 107

PETITION FOR ANNEXATION

We, the undersigned owner(s) of the property described in **Exhibit A** and/or elector(s) residing at the referenced location(s), hereby petition for, and give consent to, Annexation of said property to the City of Wilsonville:

NOTE: This petition may be signed by any qualified persons even though they may not know their property description or precinct number.

SIGNATURE	PRINTED NAME	I AM A: *			PROPERTY ADDRESS	PROPERTY DESCRIPTION				PRECINCT #	DATE
		PO	RV	OV		LOT #	¼ SEC	T	R		
 Darrell R. Lauer <small>4/20/2021 2:15:05 PM PDT</small>	Darrell R. Lauer			X	6901 SW Frog Pond Ln, Wilsonville, OR 97070	500	12	3S	1W	323	04/20/2021
 Sandi L. Lauer <small>4/20/2021 1:54:58 PM PDT</small>	Sandi L. Lauer			X	6901 SW Frog Pond Ln, Wilsonville, OR 97070	500	12	3S	1W	323	04/20/2021

- * PO - Property Owner
- RV - Registered Voter
- OV - Property Owner & Registered Voter



Ordinance No. 857 Exhibit C
Annexation Findings

Frog Pond Vista 38-Lot Subdivision

City Council
Quasi-Judicial Public Hearing

Hearing Date: April 4, 2022
Date of Report: March 22, 2022

Application No.: DB21-0057 Annexation

Request/Summary: City Council approval of quasi-judicial annexation of approximately 12.95 acres concurrently with proposed development as a single-family subdivision consistent with the Frog Pond West Master Plan.

Location: 6901 SW Frog Pond Lane. The property is specifically known as TLID 500, and a portion of SW Frog Pond Lane right-of-way, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon

Owners/Petitioners: Darrell and Sandi Lauer

Applicant: Venture Properties, Inc. (Contact: Kelly Ritz)

Applicant's Rep.: AKS Engineering & Forestry, LLC (Contact: Mimi Doukas AICP)

Comprehensive Plan Designation: Residential Neighborhood

Zone Map Classification (Current): RRFF 5 (Rural Residential Farm Forest 5-Acre)

Zone Map Classification (Proposed Concurrent with Annexation): RN (Residential Neighborhood)

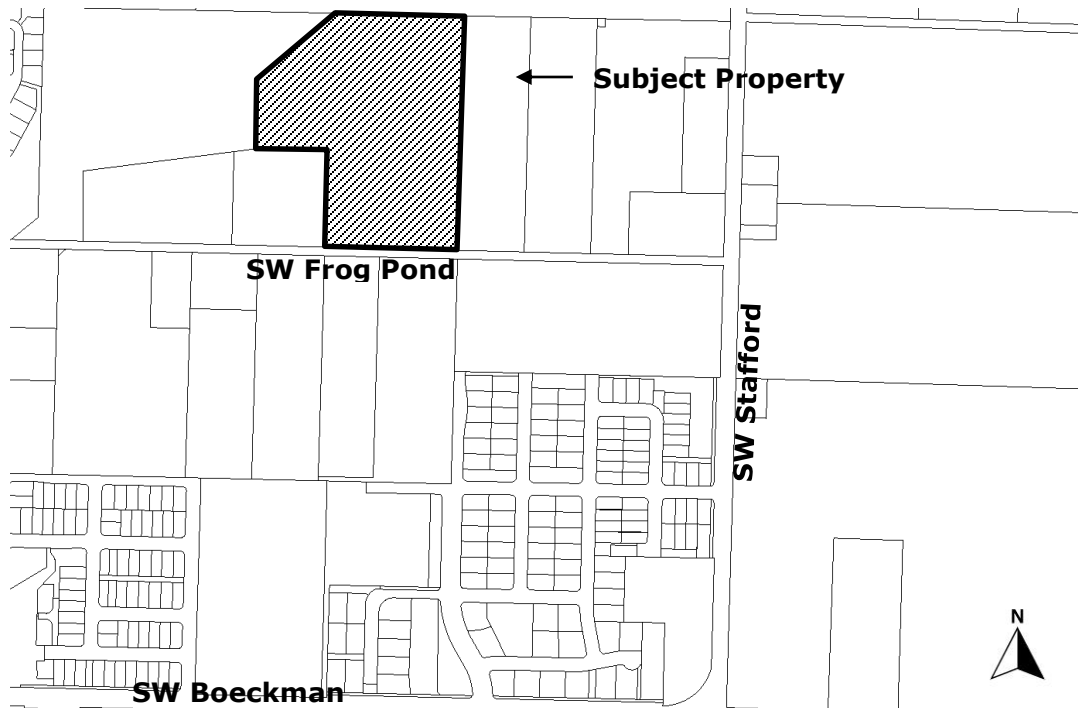
Staff Reviewer: Philip Bradford, Associate Planner

Staff/DRB Recommendation: Approve the requested annexation.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.700	Annexation
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Area of Special Concern L	
Transportation Systems Plan	
Frog Pond West Master Plan	
<u>Regional and State Law and Planning Documents</u>	
Metro Code Chapter 3.09	Local Government Boundary Changes
ORS 222.111	Authority and Procedures for Annexation
ORS 222.125	Annexation by Consent of All Land Owners and Majority of Electors
ORS 222.170	Annexation by Consent Before Public Hearing or Order for Election
Statewide Planning Goals	

Vicinity Map



Background/Summary:

The subject area has long been rural/semi-rural adjacent to the growing City of Wilsonville. Metro added the 181-acre area now known as Frog Pond West to the Urban Growth Boundary (UGB) in 2002 to accommodate future residential growth. To guide development of the area and the urban reserve areas to the east and southeast, the City of Wilsonville adopted the Frog Pond Area Plan in November 2015. The Frog Pond Area Plan envisions that "The Frog Pond Area in 2035 is an integral part of the Wilsonville community, with attractive and connected neighborhoods. The community's hallmarks are the variety of quality homes; open spaces for gathering; nearby services, shops and restaurants; excellent schools; and vibrant parks and trails. The Frog Pond Area is a convenient bike, walk, drive, or bus trip to all parts of Wilsonville."

As a follow up to the Area Plan and in anticipation of forthcoming development, in July 2017 the City of Wilsonville adopted the Frog Pond West Master Plan for the area within the UGB.

The proposed subdivision is the sixth development proposal in Frog Pond West. The subdivision will connect to the previously approved Frog Pond Ridge subdivision, blending together as one cohesive neighborhood.

All property owners in the annexation area have consented in writing to the annexation. Two electors reside within the area proposed for annexation.

Conclusion and Conditions of Approval:

Staff recommends the City Council annex the subject property with the following condition:

Request: DB21-0057 Annexation

<p>PDA 1.</p>	<p><u>Prior to issuance of any Public Works permits by the City within the annexation area:</u> The developer shall be subject to a Development and Annexation Agreement with the City of Wilsonville as required by the Frog Pond West Master Plan. The developer shall enter into the Development and Annexation Agreement prior to issuance of any public works permits by the City within the annexation area.</p>
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Findings:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

The owners of all property included in the application signed the application forms. Venture Properties, Inc. initiated the application with their approval.

Request: DB21-0036 Annexation

As described in the Findings below, the request meets the applicable criteria or will by Conditions of Approval.

Comprehensive Plan-Annexation and Boundary Changes

Consistent with Future Planned Public Services Implementation Measure 2.2.1.a.

- A1.** The Frog Pond West Master Plan establishes the future planned public services and funding plan for the subject property. The development of public services and funding will be consistent with the Frog Pond West Master Plan thus allowing the annexation to proceed. Venture Properties, Inc. and the City will enter into a Development and Annexation Agreement detailing provision and development of public services as required by Conditions of Approval.

Demonstrated Need for Immediate Urban Growth Implementation Measure 2.2.1.a.

- A2.** Metro brought the subject area into the Urban Growth Boundary (UGB) in 2002 to meet demonstrated regional housing needs. With adoption for the Frog Pond West Master Plan the subject area is now primed for development to help meet regional housing needs.

Adherence to State and Metro Annexation Laws and Standards Implementation Measure 2.2.1.e.

- A3.** This review applies all applicable Metro and State rules, regulations, and statutes as seen in findings below.

Orderly, Economic Provision of Public Facilities and Services
Implementation Measure 2.2.1.e. 1.

- A4. The Frog Pond Area Plan includes implementation measures to ensure the orderly and economic provision of public facilities and services for the Frog Pond Area, including Frog Pond West. The applicant proposes site development with concurrent applications for Stage I and Stage II Planned Unit Development and Land Division, which proposes the extension of public facilities and services to the Frog Pond Vista site. These proposed services are generally consistent with the Frog Pond Area Plan and Frog Pond West Master Plan, and the City's Finance Plan and Capital Improvements Plan.

Availability of Sufficient Land for Uses to Insure Choices over 3-5 Years
Implementation Measure 2.2.1.e. 2.

- A5. The inclusion of the Frog Pond area within the UGB and the adoption of the Frog Pond Area Plan demonstrate the need for residential development in the Frog Pond area. Annexation of the subject site will allow development of the uses envisioned by the adopted Frog Pond West Master Plan.

Wilsonville Development Code-Annexation

Authority to Review Quasi-Judicial Annexation Requests
Subsections 4.030 (.01) A, 11, 4.031 (.01) K, 4.033 (.01) F., and 4.700 (.02)

- A6. The review of the quasi-judicial annexation request by DRB and City Council is consistent with the authority established in the Development Code.

Procedure for Review, Etc.
Subsections 4.700 (.01). and (.04)

- A7. The submission materials from the applicant include an annexation petition signed by the necessary parties, a legal description and map of the land to be annexed, and a narrative describing conformance with applicable criteria. City Council, upon recommendation from the DRB, will declare the subject property annexed.

Adoption of Development Agreement with Annexation
Subsection 4.700 (.05)

- A8. Subject to requirements in this subsection and the Frog Pond West Master Plan, Conditions of Approval require the necessary parties enter into a Development and Annexation Agreement with the City covering the annexed land.

Metro Code

Local Government Boundary Changes Chapter 3.09

A9. The request is within the UGB, meets the definition of a minor boundary change, satisfies the requirements for boundary change petitions, and is consistent with both the Comprehensive Plan and the Frog Pond West Master Plan.

Oregon Revised Statutes (ORS)

Authority and Procedure for Annexation ORS 222.111

A10. The request meets the applicable requirements in State statute including the facts that the subject property is within the UGB and is contiguous to the City, the request has been initiated by the property owners of the land being annexed, and all property owners and a majority of electors within the annexed area consent in writing to the annexation.

Procedure Without Election by City Electors ORS 222.120

A11. The City charter does not require elections for annexation, the City is following a public hearing process defined in the Development Code, and the request meets the applicable requirements in State statute including the facts that all property owners and a majority of electors within the annexed area consent in writing to the annexation. Annexation of the subject property thus does not require an election.

Annexation by Consent of All Owners and Majority of Electors ORS 222.125

A12. All property owners and a majority of electors within the annexed area have provided their consent in writing. However, the City is following a public hearing process as prescribed in the City's Development Code concurrent with a Zone Map Amendment request and other quasi-judicial land use applications.

Oregon Statewide Planning Goals

Planning Goals – Generally Goals 1, 2, 5, 6, 8, 9, 11, 12, 13, 14

A13. The area proposed for annexation will be developed consistent with the City's Comprehensive Plan and the Frog Pond West Master Plan, both of which have been found to meet the Statewide Planning Goals.

Housing
Goal 10

A14. The proposed Comprehensive Plan map amendments will continue to allow the City to meet its housing goals and obligations reflected in the Comprehensive Plan. Specifically:

- The City has an existing Housing Needs Analysis and Buildable Lands Inventory adopted in 2014 collectively known as the Wilsonville Residential Land Study. The key conclusions of this study are that Wilsonville: (1) may not have a 20-year supply of residential land and (2) the City's residential policies meet Statewide Planning Goal 10 requirements.
- Under the Metro forecast, Wilsonville is very close to having enough residential land to accommodate expected growth. Wilsonville could run out of residential land by 2032.
- If Wilsonville grows faster than the Metro forecast, based on historic City growth rates, the City will run out of residential land before 2030.
- Getting residential land ready for development is a complex process that involves decisions by Metro, City decision makers, landowners, the Wilsonville community, and others. The City has started the master planning process for Frog Pond East and South neighborhoods to ensure that additional residential land is available within the City. The City also adopted a new plan and development standards for more multi-family units in the Wilsonville Town Center. Finally, the City provides infill opportunities, allowing properties with existing development at more rural densities to be re-zoned for more housing, which this application falls under.
- Wilsonville is meeting Statewide Planning Goal 10 requirements to "provide the opportunity for at least 50 percent of new residential units to be attached single family housing or multiple family housing" and to "provide for an overall density of 8 or more dwelling units per net buildable acre."
- Wilsonville uses a two-map system, with a Comprehensive Plan Map designating a density for all residential land and Zone Map with zoning to implement the Comprehensive Plan designation. Rezoning the subject property to a higher density zone consistent with the Comprehensive Plan will ensure related zone map amendment and development approvals support the Comprehensive Plan and Goal 10.
- The proposal increases density allowed and development capacity within the existing urban growth boundary and improving the capacity identified in the 2014 study. The type of housing is anticipated to be single-family; however, the approval will allow middle housing consistent with House Bill 2001 and newly implemented City code to allow middle housing types.

- The proposal directly impacts approximately 2.6% of the developable residential land identified in the 2014 Wilsonville Residential Land Study (approximately 12.8 of 477 acres).

**DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 400**

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF AN ANNEXATION OF APPROXIMATELY 12.9 ACRES AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN), AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I PRELIMINARY PLAN, STAGE II FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT, TYPE C TREE PLAN, SROZ BOUNDARY VERIFICATION AND SRIR REVIEW FOR A 38-LOT RESIDENTIAL SUBDIVISION. THE SUBJECT SITE IS LOCATED AT 6901 SW FROG POND LANE ON TAX LOT 500, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. AKS ENGINEERING & FORESTRY, LLC – REPRESENTATIVE FOR VENTURE PROPERTIES, LLC – APPLICANT AND DARRELL AND SANDI LAUER – OWNERS.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the Planning Staff has prepared staff report on the above-captioned subject dated March 7, 2022, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a scheduled meeting conducted on March 14, 2022, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated March 7, 2022, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:

DB21-0057 through DB21-0063; SI21-0003 through 0004; Annexation, Zone Map Amendment, Stage I Preliminary Plan, Stage II Final Plan, Site Design Review of Parks and Open Space, Tentative Subdivision Plat, Class C Tree Plan, SROZ Boundary Verification, and SROZ Review.

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 14th day of March, 2022 and filed with the Planning Administrative Assistant on March 15, 2022. This resolution is final on the 15th calendar day after the postmarked date of the

written notice of decision per *WC Sec 4.022(.09)* unless appealed per *WC Sec 4.022(.02)* or called up for review by the council in accordance with *WC Sec 4.022(.03)*.



Jean Svachienka, Chair – Panel A
Wilsonville Development Review Board

Attest:



Shelley White, Planning Administrative Assistant

File Attachments for Item:**17. Ordinance No. 858** - 2nd Reading

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone To The Residential Neighborhood (RN) Zone On Approximately 12.80 Acres To The North Of SW Frog Pond Lane; The Land Is More Particularly Described As Tax Lot 500, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Venture Properties, Inc., Applicant. (*Bradford*)

ORDINANCE NO. 858

AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE CLACKAMAS COUNTY RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) ZONE TO THE RESIDENTIAL NEIGHBORHOOD (RN) ZONE ON APPROXIMATELY 12.80 ACRES TO THE NORTH OF SW FROG POND LANE; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOT 500, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. VENTURE PROPERTIES, INC., APPLICANT.

WHEREAS, certain real property within the Frog Pond West Master Plan is being annexed into the City; and

WHEREAS, the City of Wilsonville desires to have the properties zoned consistent with their Wilsonville Comprehensive Plan Map designation of “Residential Neighborhood” rather than maintain the current Clackamas County zoning designations; and

WHEREAS, concurrent with the adoption of the Frog Pond West Master Plan and designating the subject property as “Residential Neighborhood” in the Comprehensive Plan Map, the City added a new zoning district Residential Neighborhood (RN) intended for application to the Master Plan area; and

WHEREAS, the Zone Map Amendment is contingent on annexation of the property to the City of Wilsonville, which annexation has been petitioned for concurrently with the Zone Map Amendment request; and

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for the Development Review Board, finding that the application met the requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment, which staff report was presented to the Development Review Board on March 14, 2022; and

WHEREAS, the Development Review Board Panel 'A' held a duly advertised public hearing on the application for a Zone Map Amendment on March 14, 2022, and after taking public testimony and giving full consideration to the matter, adopted Resolution No. 400 which recommends City Council approval of the Zone Map Amendment request (Case File DB21-0058), adopts the staff report with findings and recommendation, all as placed on the record at the hearing; and

WHEREAS, on April 4, 2022, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record made before the Development Review Board, including the Development Review Board and City Council staff reports; took public testimony; and, upon deliberation, concluded that the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code.

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

1. FINDINGS.

The City Council adopts, as findings and conclusions, the forgoing Recitals and the Zone Map Amendment Findings in Exhibit B, as if fully set forth herein.

2. DETERMINATION.

The official City of Wilsonville Zone Map is hereby amended, upon finalization of the annexation of the property to the City, by Zoning Order DB21-0058, attached hereto as Exhibit A, from the Clackamas County Rural Residential Farm Forest 5 (RRFF5) Zone to the Residential Neighborhood (RN) Zone.

3. EFFECTIVE DATE OF ORDINANCE.

This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED to the Wilsonville City Council and read the first time at a meeting thereof on the 4th day of April 2022, and scheduled the second reading on April 18th, 2022 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 18th day of April 2022, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 18th day of April, 2022

JULIE FITZGERALD, MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Zoning Order DB21-0058 Including Legal Description and Sketch Depicting Zone Map Amendment
- B. Zone Map Amendment Findings
- C. Development Review Board Panel A Resolution No. 400 Recommending Approval of Zone Map Amendment

**BEFORE THE CITY COUNCIL OF
THE CITY OF WILSONVILLE,
OREGON**

In the Matter of the Application of)
Venture Properties, Inc.)
for a Rezoning of Land and Amendment) **ZONING ORDER DB21-0058**
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 DB21-0058, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

The Council finds that the subject property (“Property”), legally described and shown on the attached legal description and sketch, has heretofore appeared on the Clackamas County zoning map Rural Residential Farm Forest 5 (RRFF5).

The Council having heard and considered all matters relevant to the application for a Zone Map Amendment, including the Development Review Board record and recommendation, finds that the application should be approved.

THEREFORE IT IS HEREBY ORDERED that The Property, consisting of approximately 12.80 acres to the north of SW Frog Pond Lane comprising Tax Lot 500, of Section 12D, as more particularly shown and described in the attached legal description and sketch, is hereby rezoned to Residential Neighborhood (RN), subject to conditions detailed in this Order’s adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order.

Dated: This 18th day of April,
2022.

JULIE FITZGERALD, MAYOR

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney

ATTEST:

Kimberly Veliz, City Recorder

Attachment: Legal Description and Sketch Depicting Land/Territory to be Rezoned



AKS ENGINEERING & FORESTRY, LLC
 12965 SW Herman Road, Suite 100, Tualatin, OR 97062
 P: (503) 563-6151 | www.aks-eng.com

AKS Job #7530

OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA

EXHIBIT A

Zone Change Description

A tract of land located in the Southeast One-Quarter of Section 12, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the southeast corner of Parcel II of Partition Plat 1991-043, Clackamas County Plat Records, also being on the west right-of-way line of Stafford Road (30.00 feet from centerline); thence along the south line of said Parcel II, North 88°48'53" West 1015.40 feet to the northwest corner of Document Number 2018-044491, Clackamas County Deed Records, and the Point of Beginning; thence along the west line of said deed, South 01°40'07" West 895.84 feet to the north right-of-way line of Frogpond Lane (16.50 feet from centerline) and the City of Wilsonville city limits line; thence along said north right-of-way line and said city limits line, North 88°35'24" West 298.01 feet to the northerly extension of the east line of Document Number 99-022102, Clackamas County Deed Records; thence leaving said city limits line along said north right-of-way line, North 88°35'24" West 210.00 feet to the southeast corner of Document Number 2001-040160, Clackamas County Deed Records; thence along the east line of said deed, North 01°42'33" East 370.06 feet to the northeast corner thereof; thence along the north line of said deed, North 88°35'24" West 273.93 feet to the easterly line of Document Number 2020-036921, Clackamas County Deed Records; thence along said easterly line the following four (4) courses: North 01°50'36" East 262.98 feet; North 51°04'13" East 283.61 feet; North 57°44'58" East 85.72 feet; North 01°11'07" East 29.64 feet to the south line of said Parcel II; thence along said south line, South 88°48'53" East 494.66 feet to the Point of Beginning.

The above described tract of land contains 12.80 acres, more or less.

Bearings for this description are based on State Plane Grid bearing, Oregon State Plane, North Zone 3601, NAD83(2011) Epoch: 2010.0000. Distances shown are International Foot ground values.

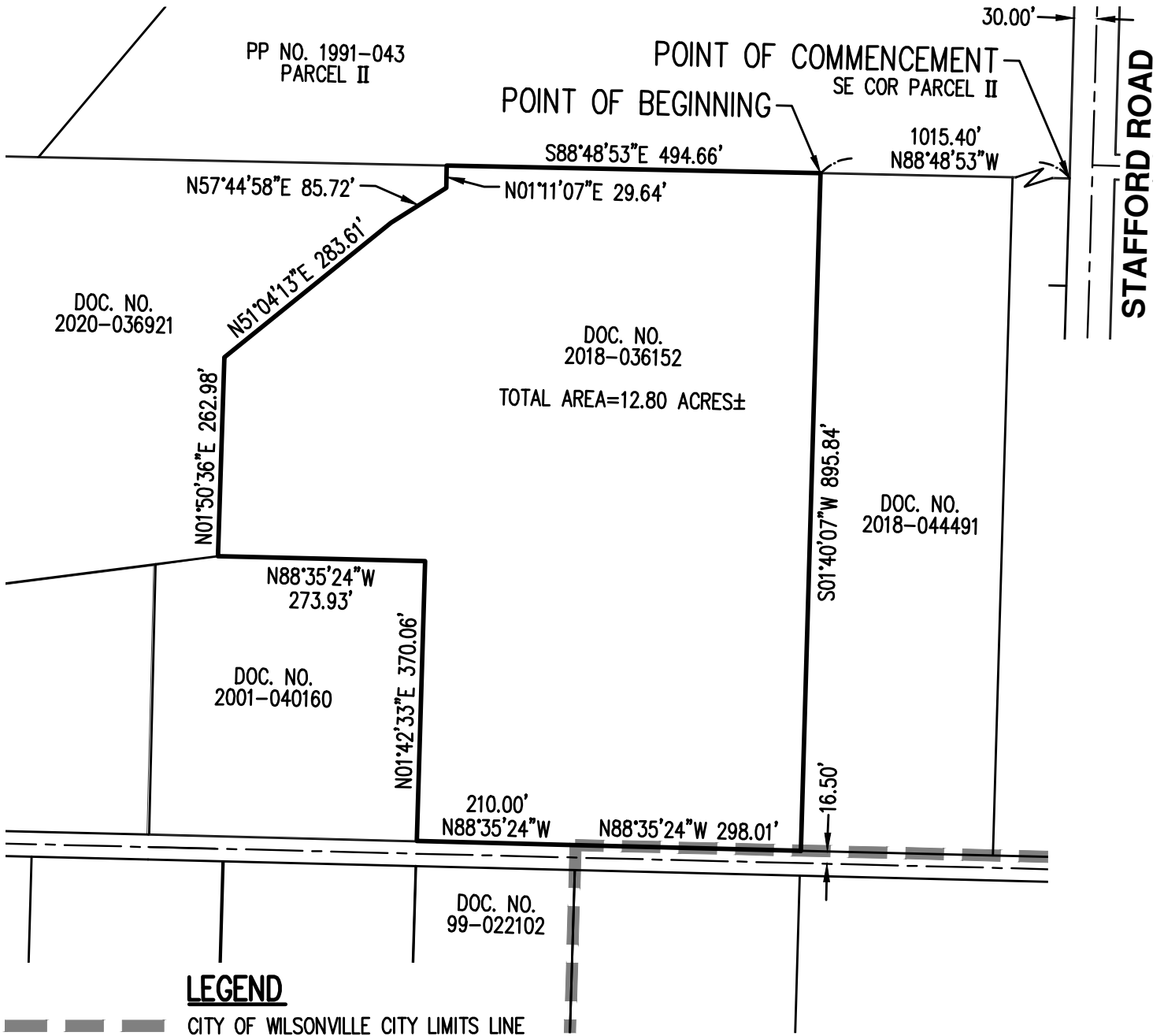
12/8/2021



RENEWS: 12/31/22

EXHIBIT B

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 12,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, OREGON

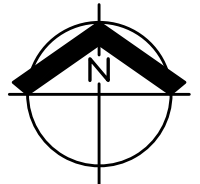


12/8/2021

PREPARED FOR

VENTURE PROPERTIES, INC.
4230 SW GALEWOOD STREET, SUITE 100
LAKE OSWEGO, OR 97035

SCALE: 1" = 200 FEET



REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]

OREGON
JANUARY 11, 2005
ROBERT D. RETTIG
60124LS

RENEWS: 12/31/22

ZONE CHANGE MAP		EXHIBIT B
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 503.563.6151 WWW.AKS-ENG.COM		DRWN: WCB CHKD: RDR AKS 127





Ordinance No. 858 Exhibit B
Zone Map Amendment Findings

Frog Pond Vista 38-Lot Subdivision

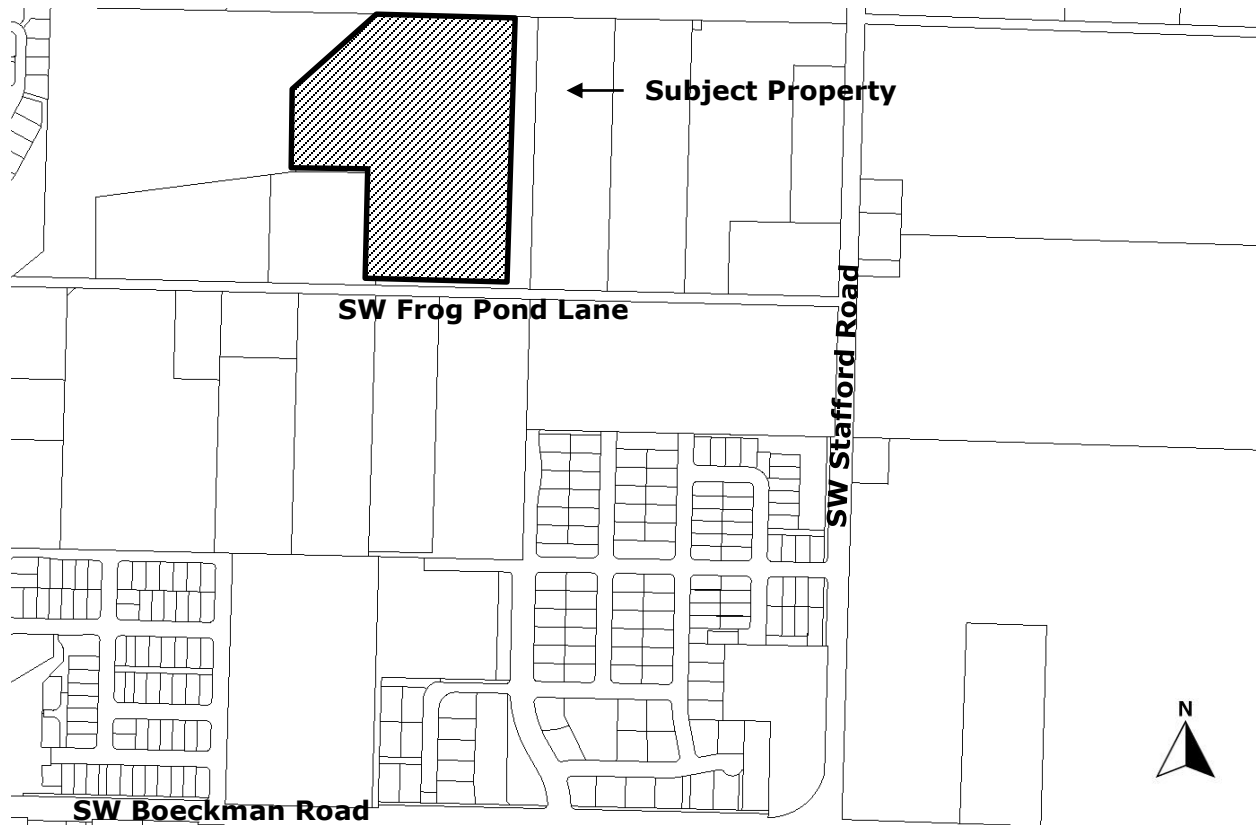
City Council
Quasi-Judicial Public Hearing

Hearing Date:	April 4, 2022
Date of Report:	March 22, 2022
Application No.:	DB21-0058 Zone Map Amendment
Request:	The request before the City Council is a Zone Map Amendment for approximately 12.80 acres.
Location:	6901 SW Frog Pond Lane. The property is specifically known as TLID 500, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon.
Owners:	Darrell and Sandi Lauer
Applicant:	Venture Properties, Inc. (Contact: Kelly Ritz)
Applicant's Rep.:	AKS Engineering & Forestry, LLC. (Contact: Mimi Doukas, AICP, RLA)
Comprehensive Plan Designation:	Residential Neighborhood
Zone Map Classification (Current):	RRFF 5 (Rural Residential Farm Forest 5-Acre)
Zone Map Classification (Proposed):	RN (Residential Neighborhood)
Staff Reviewers:	Philip Bradford, Associate Planner
Staff/DRB Recommendation:	<u>Adopt</u> the requested Zone Map Amendment.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.110	Zones
Section 4.127	Residential Neighborhood (RN) Zone
Section 4.197	Zone Changes
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Area of Special Concern L	
Transportation Systems Plan	
Frog Pond West Master Plan	
<u>Regional and State Law and Planning Documents</u>	
Statewide Planning Goals	

Vicinity Map



Summary:

Zone Map Amendment (DB21-0058)

Concurrent with the adoption of the Frog Pond West Master Plan, the City added a new zoning district, Residential Neighborhood (RN), intended for application to the Master Plan area. The applicant proposes applying the RN Zone to the subject property consistent with this intention.

Conclusion and Conditions of Approval:

Staff and the Development Review Board recommend approval with the following condition:

Request: DB21-0058 Zone Map Amendment

This action is contingent upon annexation of the subject properties to the City of Wilsonville (DB21-0057).

Findings:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General
Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application
Section 4.009

The owners of all property included in the application signed the application forms. Venture Properties, Inc. initiated the application with their approval.

Request: DB21-0058 Zone Map Amendment

As described in the Findings below, the request meets the applicable criteria or will by Conditions of Approval.

Comprehensive Plan

“Residential Neighborhood” on Comprehensive Plan Map, Purpose of “Residential Neighborhood” Designation

Policy 4.1.7.a.

B1. The subject area has a Comprehensive Plan Map Designation of “Residential Neighborhood”. The designation enables development of the site consistent with the purpose of this designation as set forth in the legislatively adopted Frog Pond West Master Plan, resulting in an attractive, cohesive and connected residential neighborhood with high quality architecture and community design, transportation choices, and preserved and enhanced natural resources.

“Residential Neighborhood” Zone Applied Consistent with Comprehensive Plan Implementation Measure 4.1.7.c.

B2. The applicant requests the subject area receive the zoning designation of Residential Neighborhood (RN) as required for areas with the Comprehensive Plan Map Designation of “Residential Neighborhood”.

Safe, Convenient, Healthful, and Attractive Places to Live
Implementation Measure 4.1.4.c.

B3. The proposed RN zoning allows the use of planned developments consistent with the legislatively adopted Frog Pond West Master Plan, enabling development of safe, convenient, healthful, and attractive places to live.

Residential Density
Implementation Measure 4.1.4.u.

B4. The subject area will be zoned RN allowing application of the adopted residential densities of the Frog Pond West Master Plan. The sub-districts established in the Frog Pond West Master Plan govern the allowed residential densities. See also Request C, Stage I Preliminary Plan.

Development Code

Zoning Consistent with Comprehensive Plan
Section 4.029

B5. The applicant requests a zone change concurrently with a Stage I Preliminary Plan, Stage II Final Plan, and other related development approvals. The proposed zoning designation of RN is consistent with the Comprehensive Plan “Residential Neighborhood” designation. See also Finding B2 above.

Base Zones

Subsection 4.110 (.01)

B6. The requested zoning designation of RN is among the base zones identified in this subsection.

Residential Neighborhood (RN) Zone

Purpose of the Residential Neighborhood (RN) Zone

Subsection 4.127 (.01)

B7. The request to apply the RN Zone on lands designated “Residential Neighborhood” on the Comprehensive Plan Map enables a planned development process implementing the “Residential Neighborhood” policies and implementation measures of the Comprehensive Plan and the Frog Pond West Master Plan.

Permitted Uses in the Residential Neighborhood (RN) Zone

Subsection 4.127 (.02)

B8. Concurrent with the zone map amendment request the applicant requests approval of a thirty eight (38)-lot residential subdivision. Single-family dwelling units, Duplex, Triplex, Quadplex, Cluster Housing, Cohousing, Cluster Housing (Frog Pond West Master Plan), open space, and public and private parks are among the permitted uses in the RN Zone.

Residential Neighborhood (RN) Zone Sub-districts and Residential Density

Subsection 4.127 (.05) and (.06)

B9. The proposed uses, number of lots, preservation of open space, and general block and street layout are generally consistent with the Frog Pond West Master Plan. Specifically in regards to residential land use lot count, the proposed Stage I area includes all of medium lot Sub-district 9 and a portion of large lot Sub-district 8. The following table summarizes how the proposed residential lots in each Sub-district are consistent with the Master Plan recommendations. The configuration of lots as proposed will allow for buildout of these sub-districts consistent with the Master Plan recommendations.

Subdistrict and Land Use Designation	Gross Site Area (ac)	Percent of Sub-district	Established lot range for Sub-district	Lot Range for Site	Proposed Lots	Total lots within Sub-district - Approved and Proposed
8 – R-7	9.2	47%	43-53	20-25	25	0 Approved 25 Proposed 25 Total
9 – R-10	2.6	100%	10-13	10-13	13	0 Approved 13 Proposed 13 Total
Total	11.8			30-38	38	

DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 400

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF AN ANNEXATION OF APPROXIMATELY 12.9 ACRES AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN), AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I PRELIMINARY PLAN, STAGE II FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT, TYPE C TREE PLAN, SROZ BOUNDARY VERIFICATION AND SRIR REVIEW FOR A 38-LOT RESIDENTIAL SUBDIVISION. THE SUBJECT SITE IS LOCATED AT 6901 SW FROG POND LANE ON TAX LOT 500, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. AKS ENGINEERING & FORESTRY, LLC – REPRESENTATIVE FOR VENTURE PROPERTIES, LLC – APPLICANT AND DARRELL AND SANDI LAUER – OWNERS.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the Planning Staff has prepared staff report on the above-captioned subject dated March 7, 2022, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a scheduled meeting conducted on March 14, 2022, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated March 7, 2022, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:

DB21-0057 through DB21-0063; SI21-0003 through 0004; Annexation, Zone Map Amendment, Stage I Preliminary Plan, Stage II Final Plan, Site Design Review of Parks and Open Space, Tentative Subdivision Plat, Class C Tree Plan, SROZ Boundary Verification, and SROZ Review.

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 14th day of March, 2022 and filed with the Planning Administrative Assistant on March 15, 2022. This resolution is final on the 15th calendar day after the postmarked date of the

written notice of decision per *WC Sec 4.022(.09)* unless appealed per *WC Sec 4.022(.02)* or called up for review by the council in accordance with *WC Sec 4.022(.03)*.



Jean Svachienka, Chair – Panel A
Wilsonville Development Review Board

Attest:



Shelley White, Planning Administrative Assistant

File Attachments for Item:**18. Ordinance No. 859** - 1st Reading (*Quasi-Judicial Hearing*)

An Ordinance Of The City Of Wilsonville Annexing Approximately 13.24 Acres Of Property Located Between SW Boeckman Road and SW Frog Pond Lane at 7070 SW Frog Pond Lane and 7151 SW Boeckman Road; The Land Is More Particularly Described As Tax Lot 1501, Section 12D, And Tax Lot 4500, Section 12DC, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Kathy Ludwig, Amy Thurmond, Gregory Cromwell, Matthew Hall, Matthew Kirkendall, Gary Moon, Jaelene Moon, Kurt Moon, Laurel Moon, Petitioners. (*Luxhoj*)

Ordinance No. 860 - 1st Reading (*Quasi-Judicial Hearing*)

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone To The Residential Neighborhood (RN) Zone On Approximately 4.06 Acres, And To The Public Facility (PF) Zone On Approximately 9.18 Acres Located Between SW Boeckman Road and SW Frog Pond Lane At 7070 SW Frog Pond Lane and 7151 SW Boeckman Road; The Land Is More Particularly Described As Tax Lot 1501, Section 12D, And Tax Lot 4500, Section 12DC, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. West Hills Land Development LLC, Applicant. (*Luxhoj*)



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: April 18, 2022		Subject: Ordinance Nos. 859 and 860 – 1 st Reading Annexation and Zone Map Amendment for Frog Pond Estates subdivision in Frog Pond West	
		Staff Member: Cindy Luxhoj AICP, Associate Planner	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: April 18, 2022 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: April 18, 2022 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: May 2, 2022 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable	
		Comments: Following their review at the March 28, 2022 meeting, the Development Review Board, Panel B, unanimously recommended approval of an Annexation and a Zone Map Amendment for the subject property. The DRB also approved with conditions, contingent on the Annexation and Zone Map Amendment, a Stage I Preliminary Plan, Stage II Final Plan, Site Design Review, Tentative Subdivision Plat, and Type C Tree Removal.	
Staff Recommendation: Staff recommends City Council adopt Ordinance Nos. 859 and 860 on first reading.			
Recommended Language for Motion: In two separate motions, I move to adopt Ordinance Nos. 861 and 862 on the first reading.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond West	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Approve, modify, or deny Ordinance Nos. 859 and 860 to annex 13.24 acres and rezone approximately 13.24 acres west of SW Stafford Road between SW Boeckman Road and SW Frog Pond Lane within the Frog Pond West Master Plan area, enabling development of a 17-lot subdivision.

EXECUTIVE SUMMARY:

The proposed subdivision is the seventh development proposal in Frog Pond West and will connect to the previously approved Frog Pond Ridge subdivision, blending together as one cohesive neighborhood consistent with the Frog Pond West Master Plan. Concurrent with the adoption of the Frog Pond West Maser Plan, the City added a new zoning district, Residential Neighborhood (RN), intended for application to the Master Plan area. The requested zone map amendment proposes applying the Residential Neighborhood (RN) Zone to the Frog Pond Estates subdivision consistent with this intention.

This application also includes annexation and rezoning of property owned by the West Linn-Wilsonville School District, and dedication of a portion of the property as right-of-way to be developed as part of the Frog Pond Estates subdivision. The undedicated portion of the school district property is planned for a future primary school.

EXPECTED RESULTS:

Adoption of Ordinance Nos. 859 and 860 will bring this portion of the Frog Pond West Master Plan area into the City and zone it for development consistent with the Master Plan.

TIMELINE:

The Annexation and Zone Map Amendment will be in effect 30 days after ordinance adoption on second reading and upon filing the annexation records with the Secretary of State as provided by ORS 222.180.

CURRENT YEAR BUDGET IMPACTS:

The project will result in income and expenditures consistent with the infrastructure financing plan of the Frog Pond West Master Plan.

COMMUNITY INVOLVEMENT PROCESS: Staff sent the required public hearing notices. In addition, significant public involvement occurred during development and approval of the Frog Pond Area Plan and Frog Pond West Master Plan, with which the proposed actions are consistent.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Annexation and development of the subject land will provide additional housing choices and continued development of quality neighborhoods.

ALTERNATIVES:

The alternatives are to modify, approve, or deny the annexation and zone map amendment requests.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

Attachment 1 – Ordinance No. 859:

Exhibit A – Legal Description and Sketch Depicting Land/Territory to be Annexed

Exhibit B – Petition for Annexation

Exhibit C – Annexation Findings

Exhibit D – Development Review Board Panel B Resolution No. 401 Recommending Approval of Annexation

Attachment 2 – Ordinance No. 860:

Exhibit A – Zoning Order DB21-0066 Including Legal Description and Sketch Depicting Zone Map Amendment

Exhibit B – Zone Map Amendment Findings

Exhibit C – Development Review Board Panel B Resolution No. 401 Recommending Approval of Zone Map Amendment

ORDINANCE NO. 859

AN ORDINANCE OF THE CITY OF WILSONVILLE ANNEXING APPROXIMATELY 13.24 ACRES OF PROPERTY LOCATED BETWEEN SW BOECKMAN ROAD AND SW FROG POND LANE AT 7070 SW FROG POND LANE AND 7151 SW BOECKMAN ROAD; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOT 1501, SECTION 12D, AND TAX LOT 4500, SECTION 12DC, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. KATHY LUDWIG, AMY THURMOND, GREGORY CROMWELL, MATTHEW HALL, MATTHEW KIRKENDALL, GARY MOON, JAELENE MOON, KURT MOON, LAUREL MOON, PETITIONERS.

WHEREAS, a petition submitted to the City requests annexation of certain real property legally described and depicted in Exhibit A; and;

WHEREAS, Kathy Ludwig, an authorized signer for West Linn-Wilsonville School District, and Amy Thurmond, together representing 100 percent of the property ownership within the annexation area signed the petition; and

WHEREAS, Gregory Cromwell, Matthew Hall, Matthew Kirkendall, Gary Moon, Jaelene Moon, Kurt Moon, and Laurel Moon, together representing a majority of the electors within the annexation area signed the petition; and

WHEREAS, ORS 227.125 authorizes the annexation of territory based on consent of all owners of land and a majority of electors within the territory and enables the City Council to dispense with submitting the questions of the proposed annexation to the electors of the City for their approval or rejection; and

WHEREAS, the land to be annexed is within the Urban Growth Boundary and has been master planned as part of the Frog Pond West Neighborhood; and

WHEREAS, the land to be annexed is contiguous to the City and can be served by City services; and

WHEREAS, Panel B of the Development Review Board considered the annexation and after a duly advertised public hearing held on March 28, 2022, unanimously recommended City Council approve the annexation; and

WHEREAS, on April 18, 2022, the City Council held a public hearing as required by Metro Code 3.09.050; and

WHEREAS, reports were prepared and considered as required by law; and because the annexation is not contested by any party, the City Council chooses not to submit the matter to

the voters and does hereby favor the annexation of the subject tract of land based on findings, conclusions, and the Development Review Board’s recommendation to City Council.

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

1. FINDINGS.

The tract of land, described and depicted in Exhibit A, is declared annexed to the City of Wilsonville.

2. DETERMINATION.

The findings and conclusions incorporated in Exhibit C are adopted. The City Recorder shall immediately file a certified copy of this ordinance with Metro and other agencies required by Metro Code Chapter 3.09.050(g) and ORS 222.005. The annexation shall become effective upon filing of the annexation records with the Secretary of State as provided by ORS 222.180.

3. EFFECTIVE DATE OF ORDINANCE.

This Ordinance shall be declared to be in full force and effect thirty (30) days for the date of final passage and approval.

SUBMITTED to the Wilsonville City Council and read the first time at a meeting thereof on the 18th day of April 2022, and scheduled the second reading on the 2nd day of May 2022, 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 2nd day of May 2022, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 2nd day of May, 2022.

JULIE FITZGERALD, MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Legal Description and Sketch Depicting Land/Territory to be Annexed
- B. Petition for Annexation
- C. Annexation Findings
- D. Development Review Board Panel B Resolution No. 401 Recommending Approval of Annexation

EXHIBIT A
LEGAL DESCRIPTION
FROG POND ESTATES ANNEXATION

February 10, 2022 (Otak #20141)

That property described in Quitclaim Deed to Amy Thurmond recorded March 5, 1999 as Document No. 99-022102, Clackamas County Records, in the southeast quarter of Section 12, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, more particularly described as follows:

BEGINNING at the northeast corner of said Thurmond property from which a 5/8 inch iron rod with no cap was found bearing South 01°39'15" West a distance of 0.09 feet, said POINT OF BEGINNING also being a point on the south right of way line of 33.00 foot wide S.W. Frog Pond Lane, North 01°40'13" East a distance of 1715.96 feet and North 88°35'30" West a distance of 1343.53 feet from the southeast corner of said Section 12;

thence along said south right of way line, North 88°35'30" West a distance of 209.57 feet to the northeast corner of that property described in Statutory Warranty Deed to Paul V. and Susan M. Wuebkenberg recorded July 24, 1991 as Document No. 91-036369, Clackamas County Records;

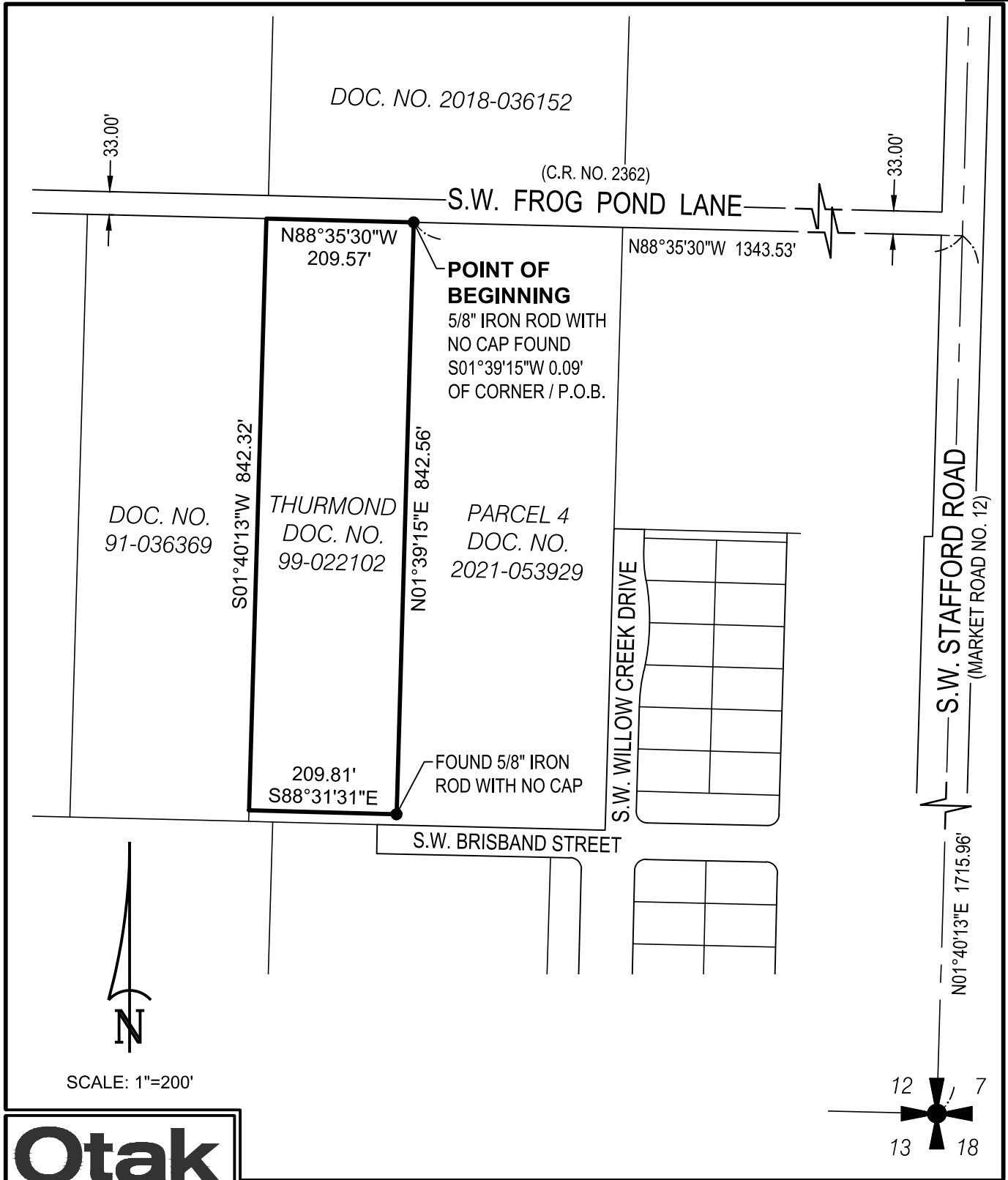
thence along the east line of said Wuebkenberg property, South 01°40'13" West a distance of 842.32 feet to the northwest corner of the strip of land in the southerly portion of that property described as Parcel 4 in Special Warranty Deed to Venture Properties, Inc recorded June 1, 2021 as Document No. 2021-053929, Clackamas County Records;

thence along the north line of said strip of land, South 88°31'31" East a distance of 209.81 feet to a 5/8 inch iron rod found at the southeast corner of said Thurmond property, also being an angle point in said Venture Properties, Inc. property;

thence along the west line of the northerly portion of said Venture Properties, Inc. property;

North 01°39'15" East a distance of 842.56 feet to the POINT OF BEGINNING.

Contains 4.06 acres, more or less.



Otak

808 SW 3rd Ave., Ste. 800
Portland, Oregon 97204
Phone: (503) 287-6825
www.otak.com
project: 20141

EXHIBIT A PAGE 2 OF 2

FROG POND ESTATES ANNEXATION AREA
IN THE SOUTHEAST QUARTER, SECTION 12, TOWNSHIP 3 SOUTH,
RANGE 1 WEST, WILLAMETTE MERIDIAN
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

FEBRUARY 10, 2022

EXHIBIT A
LEGAL DESCRIPTION
SCHOOL DISTRICT PROPERTY ANNEXATION

November 1, 2021 (Otak #20141)

A portion of that property described as Parcel I in Warranty Deed to Clackamas County School District 3, West Linn-Wilsonville School District 3JT recorded May 24, 1999 as Document No. 99-052396, Clackamas County Records, in the southeast quarter of Section 12, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, described as follows:

BEGINNING at a 5/8 inch iron rod with yellow plastic cap marked "OTAK INC" found on the north right of way line of S.W. Boeckman Road (County Road 80) North 01°24'30" East a distance of 30.00 feet from a point on the centerline of said S.W. Boeckman Road, said centerline also being the south line of said southeast quarter, said point being North 88°35'30" West a distance of 1518.77 feet from the southeast corner of said Section 12, said POINT OF BEGINNING also being the southwest corner of Partition Plat No. 2019-047, Clackamas County Records;

thence along the west line of said Partition Plat, North 01°39'45" East a distance of 828.00 feet to a 5/8 inch iron rod with yellow plastic cap marked "DEA" found at the northwest corner of said Partition Plat, also being on the south line of that property described as Parcel 4 in Special Warranty Deed to Venture Properties, Inc. recorded as Document No. 2021-053929, Clackamas County Records;

thence along said south line and the south lines of those properties described in Document No. 91-036369 and Document No. 2021-041768, both of Clackamas County Records, North 88°35'30" West a distance of 483.16 feet to a point on the east right of way line of S.W. Sherman Drive as dedicated in Document No. 2019-010342, Clackamas County Records, said east right of way line being a line parallel with and 28.00 feet easterly of the east line of MORGAN FARM, recorded as Plat No. 4566, Clackamas County Records;

thence along said east right of way line, South 01°39'45" West a distance of 828.00 feet to a point on said north right of way line;

thence along said south right of way line, South 88°35'30" East a distance of 483.16 feet to the POINT OF BEGINNING.

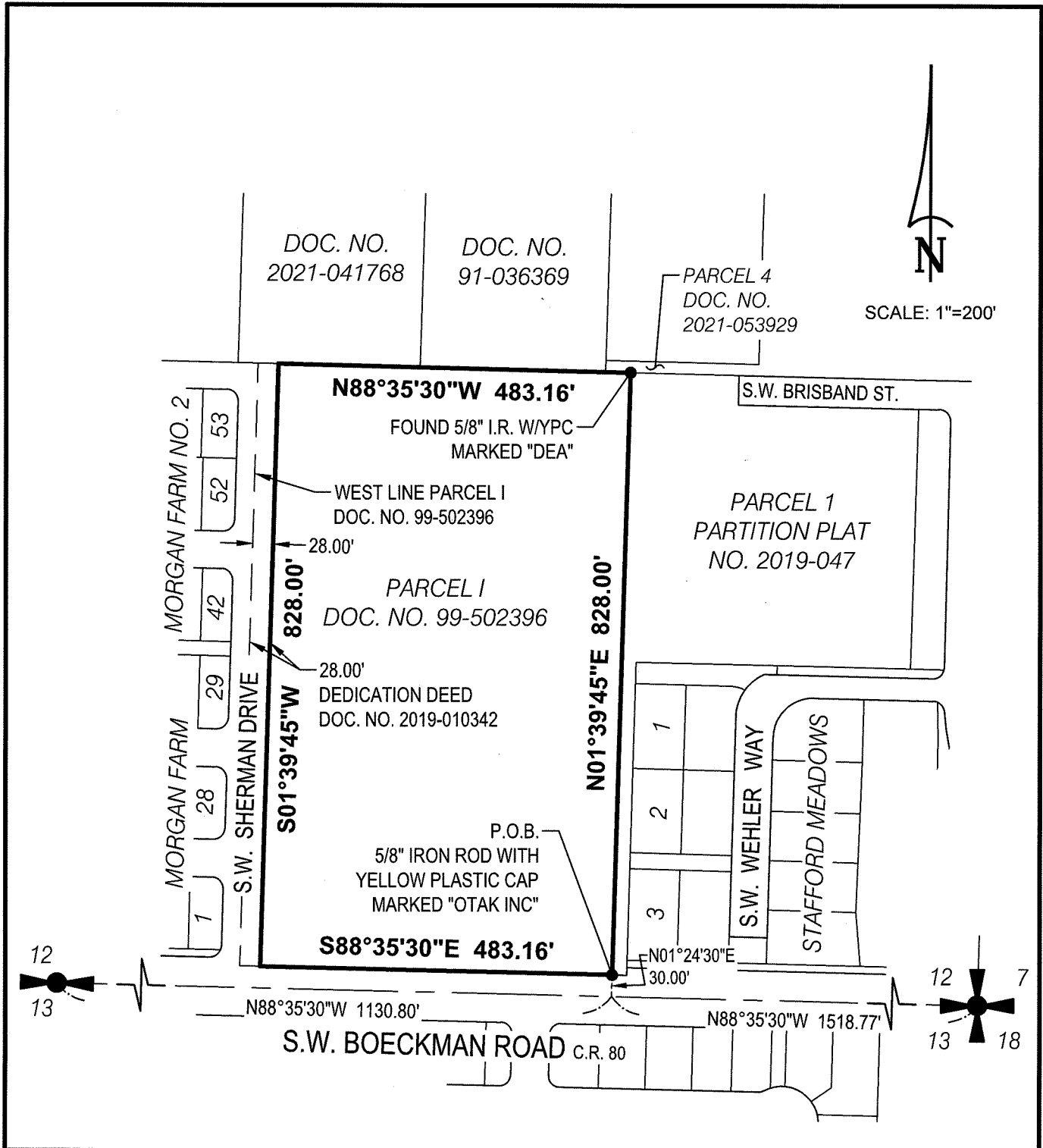
Contains 9.18 acres, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2021.11.02 07:10:20-07'00'

OREGON
NOVEMBER 12, 2013
MICHAEL D. SPELTS
87475PLS

RENEWS: JUNE 30, 2022



Otak

808 SW 3rd Ave., Ste. 800
 Portland, Oregon 97204
 Phone: (503) 287-6825
 www.otak.com
 project: 20141

EXHIBIT A PAGE 2 OF 2

SCHOOL DISTRICT PROPERTY ANNEXATION
 IN THE SOUTHEAST QUARTER, SECTION 12, TOWNSHIP 3 SOUTH,
 RANGE 1 WEST, WILLAMETTE MERIDIAN
 CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

NOVEMBER 1, 2021

**CERTIFICATION OF PROPERTY OWNERSHIP OF
100% OF LAND AREA**

I hereby certify that the attached petition contains the names of the owners¹ (as shown on the last available complete assessment roll) of 100% of the land area of the territory proposed for annexation as described in the attached petition.



NAME Carlton Smith
TITLE GIS Cartographer 3
DEPARTMENT Tax Assessors Office
COUNTY OF Clackamas
DATE 11/4/2021

¹ Owner means the legal owner of record or, where there is a recorded land contract which is in force, the purchaser thereunder. If a parcel of land has multiple owners, each consenting owner shall be counted as a percentage of their ownership interest in the land. That same percentage shall be applied to the parcel's land mass and assessed value for purposes of the consent petition. If a corporation owns land in territory proposed to be annexed, the corporation shall be considered the individual owner of that land.

CERTIFICATION OF REGISTERED VOTERS

I hereby certify that the attached petition contains the names of at least 50% of the electors registered in the territory proposed for annexation as described in the attached petition.

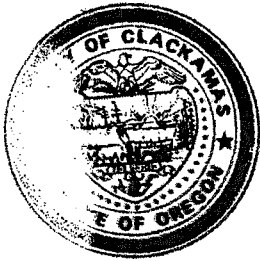
NAME Jennifer Wessels

TITLE Elections Specialist, Sr.

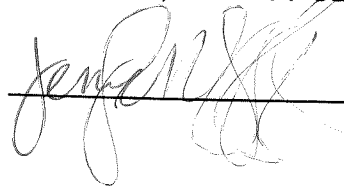
DEPARTMENT Clerk - Elections

COUNTY OF Clackamas

DATE 11-4-21



**CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK**

BY: 

**CERTIFICATION OF PROPERTY OWNERSHIP OF
100% OF LAND AREA**

I hereby certify that the attached petition contains the names of the owners¹ (as shown on the last available complete assessment roll) of 100% of the land area of the territory proposed for annexation as described in the attached petition.



NAME Carlton Smith
TITLE GIS Cartographer 3
DEPARTMENT Tax Assessors Office
COUNTY OF Clackamas
DATE 11/4/2021

¹ Owner means the legal owner of record or, where there is a recorded land contract which is in force, the purchaser thereunder. If a parcel of land has multiple owners, each consenting owner shall be counted as a percentage of their ownership interest in the land. That same percentage shall be applied to the parcel's land mass and assessed value for purposes of the consent petition. If a corporation owns land in territory proposed to be annexed, the corporation shall be considered the individual owner of that land.

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I hereby certify that the attached petition contains the names of at least 50% of the electors registered in the territory proposed for annexation as described in the attached petition.

NAME Jennifer Wessels
TITLE Elections Specialist, Sr.
DEPARTMENT Clerk - Elections
COUNTY OF Clackamas
DATE 11-4-2021



**CERTIFIED COPY OF THE ORIGINAL
HERRY HALL, COUNTY CLERK**

BY: [Handwritten Signature]



Ordinance No. 859 Exhibit C
Annexation Findings

Frog Pond Estates 17-Lot Subdivision

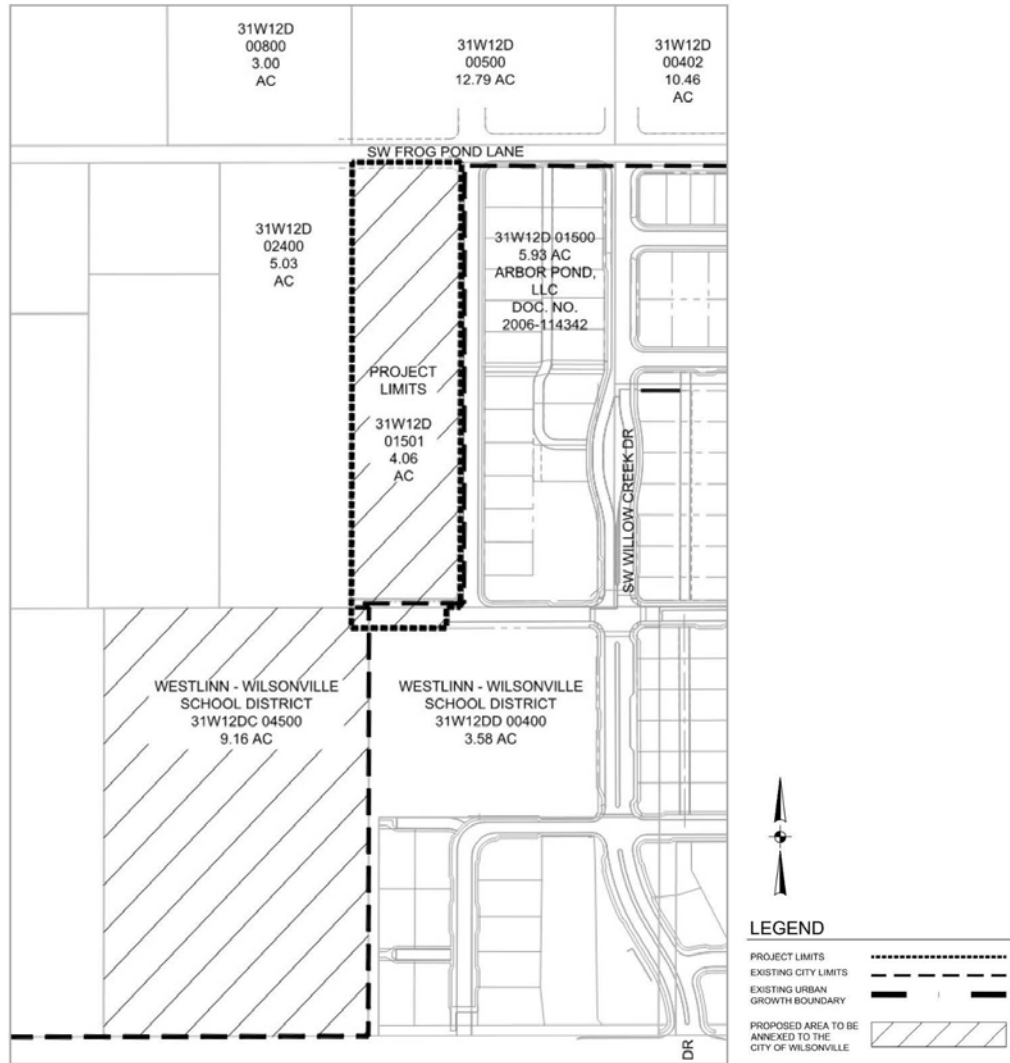
City Council
Quasi-Judicial Public Hearing

Hearing Date:	April 18, 2022
Date of Report:	April 5, 2022
Application No.:	DB21-0065 Annexation
Request/Summary:	City Council approval of quasi-judicial annexation of approximately 13.24 acres for a 17-lot residential subdivision and future school site, concurrently with proposed development of the residential subdivision consistent with the Frog Pond West Master Plan.
Location:	7070 SW Frog Pond Lane and 7151 SW Boeckman Road. The properties are specifically known as TLID 1501, Section 12D, and TLID 4500, Section 12DC, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon
Owners:	Amy Thurmond (TLID 1501, 7070 SW Frog Pond Lane) West Linn-Wilsonville School District (TLID 4500, 7151 SW Boeckman Road)
Electors:	Gregory Cromwell, Matthew Hall, Matthew Kirkendall (TLID 1501, 7070 SW Frog Pond Lane) Gary Moon, Jaelene Moon, Kurt Moon, Laurel Moon (TLID 4500, 7151 SW Boeckman Road)
Applicant:	West Hills Land Development LLC (Contact: Dan Grimberg)
Applicant's Rep.:	OTAK, Inc. (Contact: Li Alligood AICP)
Comprehensive Plan Designations:	Residential Neighborhood and Public
Zone Map Classification:	TLID 1501 – Current: Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Proposed: Residential Neighborhood (RN) TLID 4500 – Current: RRFF-5 Proposed: Public Facility (PF)
Staff Reviewer:	Cindy Luxhoj AICP, Associate Planner
Staff/DRB Recommendation:	<u>Approve</u> the requested annexation.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.700	Annexation
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Area of Special Concern L	
Transportation Systems Plan	
Frog Pond West Master Plan	
<u>Regional and State Law and Planning Documents</u>	
Metro Code Chapter 3.09	Local Government Boundary Changes
ORS 222.111	Authority and Procedures for Annexation
ORS 222.125	Annexation by Consent of All Land Owners and Majority of Electors
ORS 222.170	Annexation by Consent Before Public Hearing or Order for Election
Statewide Planning Goals	

Vicinity Map



Background/Summary:

The subject area has long been rural/semi-rural adjacent to the growing City of Wilsonville. Metro added the 181-acre area now known as Frog Pond West to the Urban Growth Boundary (UGB) in 2002 to accommodate future residential growth. To guide development of the area and the urban reserve areas to the east and southeast, the City of Wilsonville adopted the Frog Pond Area Plan in November 2015. The Frog Pond Area Plan envisions that “The Frog Pond Area in 2035 is an integral part of the Wilsonville community, with attractive and connected neighborhoods. The community’s hallmarks are the variety of quality homes; open spaces for gathering; nearby services, shops and restaurants; excellent schools; and vibrant parks and trails. The Frog Pond Area is a convenient bike, walk, drive, or bus trip to all parts of Wilsonville.”

As a follow up to the Area Plan and in anticipation of forthcoming development, in July 2017 the City of Wilsonville adopted the Frog Pond West Master Plan for the area within the UGB.

The proposed 17-lot subdivision is the seventh development proposal in Frog Pond West. The subdivision will connect to the previously approved Frog Pond Ridge subdivision, blending together as one cohesive neighborhood consistent with the Frog Pond West Master Plan.

All property owners and a majority of electors in the annexation area have consented in writing to the annexation.

Conclusion and Conditions of Approval:

Staff recommends the City Council annex the subject property with the following condition:

Request: DB21-0065 Annexation

<p>PDA 1. <u>Prior to issuance of any Public Works permits by the City within the annexation area:</u> The developer shall be subject to a Development and Annexation Agreement with the City of Wilsonville as required by the Frog Pond West Master Plan. The developer shall enter into the Development and Annexation Agreement prior to issuance of any public works permits by the City within the annexation area.</p>

Findings:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

The owners of all property included in the application signed the application forms. West Hills Land Development LLC initiated the application with their approval.

Request: DB21-0065 Annexation

As described in the Findings below, the request meets the applicable criteria or will by Conditions of Approval.

Comprehensive Plan-Annexation and Boundary Changes

Consistent with Future Planned Public Services Implementation Measure 2.2.1.a.

A1. The Frog Pond West Master Plan establishes the future planned public services and funding plan for the subject property. The development of public services and funding will be consistent with the Frog Pond West Master Plan thus allowing the annexation to proceed. West Hills Land Development LLC and the City will enter into a Development and Annexation Agreement for land within the Frog Pond Estates subdivision detailing provision and development of public services as required by Conditions of Approval.

Demonstrated Need for Immediate Urban Growth Implementation Measure 2.2.1.a.

A2. Metro brought the subject area into the Urban Growth Boundary (UGB) in 2002 to meet demonstrated regional housing needs. With adoption for the Frog Pond West Master Plan the subject area is now primed for development to help meet regional housing needs.

Adherence to State and Metro Annexation Laws and Standards Implementation Measure 2.2.1.e.

A3. This review applies all applicable Metro and State rules, regulations, and statutes as seen in Findings below.

Orderly, Economic Provision of Public Facilities and Services
Implementation Measure 2.2.1.e. 1.

- A4.** The Frog Pond Area Plan includes implementation measures to ensure the orderly and economic provision of public facilities and services for the Frog Pond Area, including Frog Pond West. The applicant proposes site development with concurrent applications for Stage I and Stage II Planned Unit Development and Land Division, which proposes the extension of public facilities and services to the Frog Pond Estates site. These proposed services are generally consistent with the Frog Pond Area Plan and Frog Pond West Master Plan, and the City's Finance Plan and Capital Improvements Plan.

Availability of Sufficient Land for Uses to Insure Choices over 3-5 Years
Implementation Measure 2.2.1.e. 2.

- A5.** The inclusion of the Frog Pond area within the UGB and the adoption of the Frog Pond Area Plan demonstrate the need for residential development in the Frog Pond area. Annexation of the subject site will allow development of the uses envisioned by the adopted Frog Pond West Master Plan.

Wilsonville Development Code-Annexation

Authority to Review Quasi-Judicial Annexation Requests
Subsections 4.030 (.01) A, 11, 4.031 (.01) K, 4.033 (.01) F., and 4.700 (.02)

- A6.** The review of the quasi-judicial annexation request by DRB and City Council is consistent with the authority established in the Development Code.

Procedure for Review, Etc.
Subsections 4.700 (.01). and (.04)

- A7.** The submission materials from the applicant include an annexation petition signed by the necessary parties, a legal description and map of the land to be annexed, and a narrative describing conformance with applicable criteria. City Council, upon recommendation from the DRB, will declare the subject property annexed.

Adoption of Development Agreement with Annexation
Subsection 4.700 (.05)

- A8.** Subject to requirements in this subsection and the Frog Pond West Master Plan, Conditions of Approval require the necessary parties enter into a Development and Annexation Agreement with the City covering the annexed land within the Frog Pond Estates subdivision.

Metro Code

Local Government Boundary Changes Chapter 3.09

- A9.** The request is within the UGB, meets the definition of a minor boundary change, satisfies the requirements for boundary change petitions, and is consistent with both the Comprehensive Plan and the Frog Pond West Master Plan.

Oregon Revised Statutes (ORS)

Authority and Procedure for Annexation ORS 222.111

- A10.** The request meets the applicable requirements in State statute including the facts that the subject property is within the UGB and is contiguous to the City, the request has been initiated by the property owners of the land being annexed, and all property owners and a majority of electors within the annexed area consent in writing to the annexation.

Procedure Without Election by City Electors ORS 222.120

- A11.** The City charter does not require elections for annexation, the City is following a public hearing process defined in the Development Code, and the request meets the applicable requirements in State statute including the facts that all property owners and a majority of electors within the annexed area consent in writing to the annexation. Annexation of the subject property thus does not require an election.

Annexation by Consent of All Owners and Majority of Electors ORS 222.125

- A12.** All property owners and a majority of electors within the annexed area have provided their consent in writing. However, the City is following a public hearing process as prescribed in the City's Development Code concurrent with a Zone Map Amendment request and other quasi-judicial land use applications.

Oregon Statewide Planning Goals

Planning Goals – Generally Goals 1, 2, 5, 6, 8, 9, 11, 12, 13, 14

- A13.** The area proposed for annexation will be developed consistent with the City's Comprehensive Plan and the Frog Pond West Master Plan, both of which have been found to meet the Statewide Planning Goals.

Housing
Goal 10

A14. The proposed Comprehensive Plan map amendments will continue to allow the City to meet its housing goals and obligations reflected in the Comprehensive Plan. Specifically:

- The City has an existing Housing Needs Analysis and Buildable Lands Inventory adopted in 2014 collectively known as the Wilsonville Residential Land Study. The key conclusions of this study are that Wilsonville: (1) may not have a 20-year supply of residential land and (2) the City’s residential policies meet Statewide Planning Goal 10 requirements.
- Under the Metro forecast, Wilsonville is very close to having enough residential land to accommodate expected growth. Wilsonville could run out of residential land by 2032.
- If Wilsonville grows faster than the Metro forecast, based on historic City growth rates, the City will run out of residential land before 2030.
- Getting residential land ready for development is a complex process that involves decisions by Metro, City decision makers, landowners, the Wilsonville community, and others. The City has started the master planning process for Frog Pond East and South neighborhoods to ensure that additional residential land is available within the City. The City also adopted a new plan and development standards for more multi-family units in the Wilsonville Town Center. Finally, the City provides infill opportunities, allowing properties with existing development at more rural densities to be re-zoned for more housing, which this application falls under.
- Wilsonville is meeting Statewide Planning Goal 10 requirements to “provide the opportunity for at least 50 percent of new residential units to be attached single family housing or multiple family housing” and to “provide for an overall density of 8 or more dwelling units per net buildable acre.”
- Wilsonville uses a two-map system, with a Comprehensive Plan Map designating a density for all residential land and Zone Map with zoning to implement the Comprehensive Plan designation. Rezoning the subject property to a higher density zone consistent with the Comprehensive Plan will ensure related zone map amendment and development approvals support the Comprehensive Plan and Goal 10.
- The proposal increases density allowed and development capacity within the existing UGB and improving the capacity identified in the 2014 study. The type of housing is anticipated to be single-family; however, the approval will allow middle housing consistent with House Bill 2001 and newly implemented City code to allow middle housing types.

- The proposal directly impacts approximately 0.9% of the developable residential land identified in the 2014 Wilsonville Residential Land Study (approximately 4.30 of 477 acres).

**DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 401**

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF AN ANNEXATION AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN) AND PUBLIC FACILITY (PF) OF APPROXIMATELY 13.22 ACRES BETWEEN SW BOECKMAN ROAD AND SW FROG POND LANE FOR A 17-LOT RESIDENTIAL SUBDIVISION AND FUTURE SCHOOL SITE, AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I PRELIMINARY PLAN, STAGE II FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT AND TYPE C TREE PLAN FOR THE RESIDENTIAL SUBDIVISION. THE SUBJECT SITE IS LOCATED AT 7070 SW FROG POND LANE, AND 7035 AND 7151 SW BOECKMAN ROAD ON TAX LOT 1501 AND A PORTION OF TAX LOT 1500, SECTION 12D, A PORTION OF TAX LOT 400, SECTION 12DD AND TAX LOT 4500, SECTION 12DC, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. OTAK, INC. – REPRESENTATIVE FOR WEST HILLS LAND DEVELOPMENT, LLC – APPLICANT AND AMY THURMOND, VENTURE PROPERTIES, AND WEST LINN-WILSONVILLE SCHOOL DISTRICT – OWNERS.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the Planning Staff has prepared staff report on the above-captioned subject dated March 21, 2022, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel B at a scheduled meeting conducted on March 28, 2022, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated March 21, 2022, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:

DB21-0065 through DB21-0071; Annexation, Zone Map Amendment, Stage I Preliminary Plan, Stage II Final Plan, Site Design Review of Parks and Open Space, Tentative Subdivision Plat, and Class C Tree Plan.

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 28th day of March, 2022 and filed with the Planning Administrative Assistant on

March 29, 2022. This resolution is final on the 15th calendar day after the postmarked date of the written notice of decision per *WC Sec 4.022(.09)* unless appealed per *WC Sec 4.022(.02)* or called up for review by the Council in accordance with *WC Sec 4.022(.03)*.

Nicole Hendrix
Nicole Hendrix, Acting Chair – Panel B
Wilsonville Development Review Board

Attest:
Shelley White
Shelley White, Planning Administrative Assistant

ORDINANCE NO. 860

AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE CLACKAMAS COUNTY RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) ZONE TO THE RESIDENTIAL NEIGHBORHOOD (RN) ZONE ON APPROXIMATELY 4.06 ACRES, AND TO THE PUBLIC FACILITY (PF) ZONE ON APPROXIMATELY 9.18 ACRES LOCATED BETWEEN SW BOECKMAN ROAD AND SW FROG POND LANE AT 7070 SW FROG POND LANE AND 7151 SW BOECKMAN ROAD; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOT 1501, SECTION 12D, AND TAX LOT 4500, SECTION 12DC, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. WEST HILLS LAND DEVELOPMENT LLC, APPLICANT.

WHEREAS, certain real property within the Frog Pond West Master Plan is being annexed into the City; and

WHEREAS, the City of Wilsonville desires to have the properties zoned consistent with their Wilsonville Comprehensive Plan Map designation of “Residential Neighborhood” and “Public” rather than maintain the current Clackamas County zoning designation; and

WHEREAS, concurrent with the adoption of the Frog Pond West Master Plan and designating the subject property as “Residential Neighborhood” and “Public” in the Comprehensive Plan Map, the City added a new zoning district Residential Neighborhood (RN) intended for application to the Master Plan area; and

WHEREAS, schools are considered quasi-public uses that serve and benefit the community and application of the Public Facility (PF) zone is consistent with the recommendations of the Frog Pond West Master Plan; and

WHEREAS, the Zone Map Amendment is contingent on annexation of the property to the City of Wilsonville, which annexation has been petitioned for concurrently with the Zone Map Amendment request; and

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for the Development Review Board, finding that the application met the requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment, which staff report was presented to the Development Review Board on March 28, 2022; and

WHEREAS, the Development Review Board Panel 'B' held a duly advertised public hearing on the application for a Zone Map Amendment on March 28, 2022, and after taking public testimony and giving full consideration to the matter, adopted Resolution No. 401 which recommends City Council approval of the Zone Map Amendment request (Case File DB21-0066), adopts the staff report with findings and recommendation, all as placed on the record at the hearing; and

WHEREAS, on April 18, 2022, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record made before the Development Review Board, including the Development Review Board and City Council staff reports; took public testimony; and, upon deliberation, concluded that the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code.

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

1. FINDINGS.

The City Council adopts, as findings and conclusions, the forgoing Recitals and the Zone Map Amendment Findings in Exhibit B, as if fully set forth herein.

2. DETERMINATION.

The official City of Wilsonville Zone Map is hereby amended, upon finalization of the annexation of the property to the City, by Zoning Order DB21-0066, attached hereto as Exhibit A, from the Clackamas County Rural Residential Farm Forest 5 (RRFF5) Zone to the Residential Neighborhood (RN) and Public Facility (PF) Zones.

3. EFFECTIVE DATE OF ORDINANCE.

This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED to the Wilsonville City Council and read the first time at a meeting thereof on the 18th day of April, 2022, and scheduled the second reading on the 2nd day of May, 2022,

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 2nd day of May 2022, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 2nd day of May, 2022.

JULIE FITZGERALD, MAYOR

SUMMARY OF VOTES:

- Mayor Fitzgerald
- Council President Akervall
- Councilor Lehan
- Councilor West
- Councilor Linville

EXHIBITS:

- A. Zoning Order DB21-0066 Including Legal Description and Sketch Depicting Zone Map Amendment
- B. Zone Map Amendment Findings
- C. Development Review Board Panel B Resolution No. 401 Recommending Approval of Zone Map Amendment

**BEFORE THE CITY COUNCIL OF
THE CITY OF WILSONVILLE,
OREGON**

In the Matter of the Application of)
West Hills Land Development LLC)
for a Rezoning of Land and Amendment) **ZONING ORDER DB21-0066**
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 DB21-0066, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

The Council finds that the subject property (“Property”), legally described and shown on the attached legal description and sketch, has heretofore appeared on the Clackamas County zoning map Rural Residential Farm Forest 5-Acre (RRFF-5).

The Council having heard and considered all matters relevant to the application for a Zone Map Amendment, including the Development Review Board record and recommendation, finds that the application should be approved.

THEREFORE IT IS HEREBY ORDERED that The Property, consisting of approximately 13.24 acres located between SW Boeckman Road and SW Frog Pond Lane at 7070 SW Frog Pond Lane and 7151 SW Boeckman Road comprising Tax Lot 1501 of Section 12D and Tax Lot 4500 of Section 12DC, as more particularly shown and described in the attached legal description and sketch, is hereby rezoned to Residential Neighborhood (RN) and Public Facility (PF), subject to conditions detailed in this Order’s adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order.

Dated: This 2nd day of May, 2022.

JULIE FITZGERALD, MAYOR

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney

ATTEST:

Kimberly Veliz, City Recorder

Attachment: Legal Description and Sketch Depicting Land/Territory to be Rezoned

EXHIBIT A
LEGAL DESCRIPTION
FROG POND ESTATES ANNEXATION

February 10, 2022 (Otak #20141)

That property described in Quitclaim Deed to Amy Thurmond recorded March 5, 1999 as Document No. 99-022102, Clackamas County Records, in the southeast quarter of Section 12, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, more particularly described as follows:

BEGINNING at the northeast corner of said Thurmond property from which a 5/8 inch iron rod with no cap was found bearing South 01°39'15" West a distance of 0.09 feet, said POINT OF BEGINNING also being a point on the south right of way line of 33.00 foot wide S.W. Frog Pond Lane, North 01°40'13" East a distance of 1715.96 feet and North 88°35'30" West a distance of 1343.53 feet from the southeast corner of said Section 12;

thence along said south right of way line, North 88°35'30" West a distance of 209.57 feet to the northeast corner of that property described in Statutory Warranty Deed to Paul V. and Susan M. Woebkenberg recorded July 24, 1991 as Document No. 91-036369, Clackamas County Records;

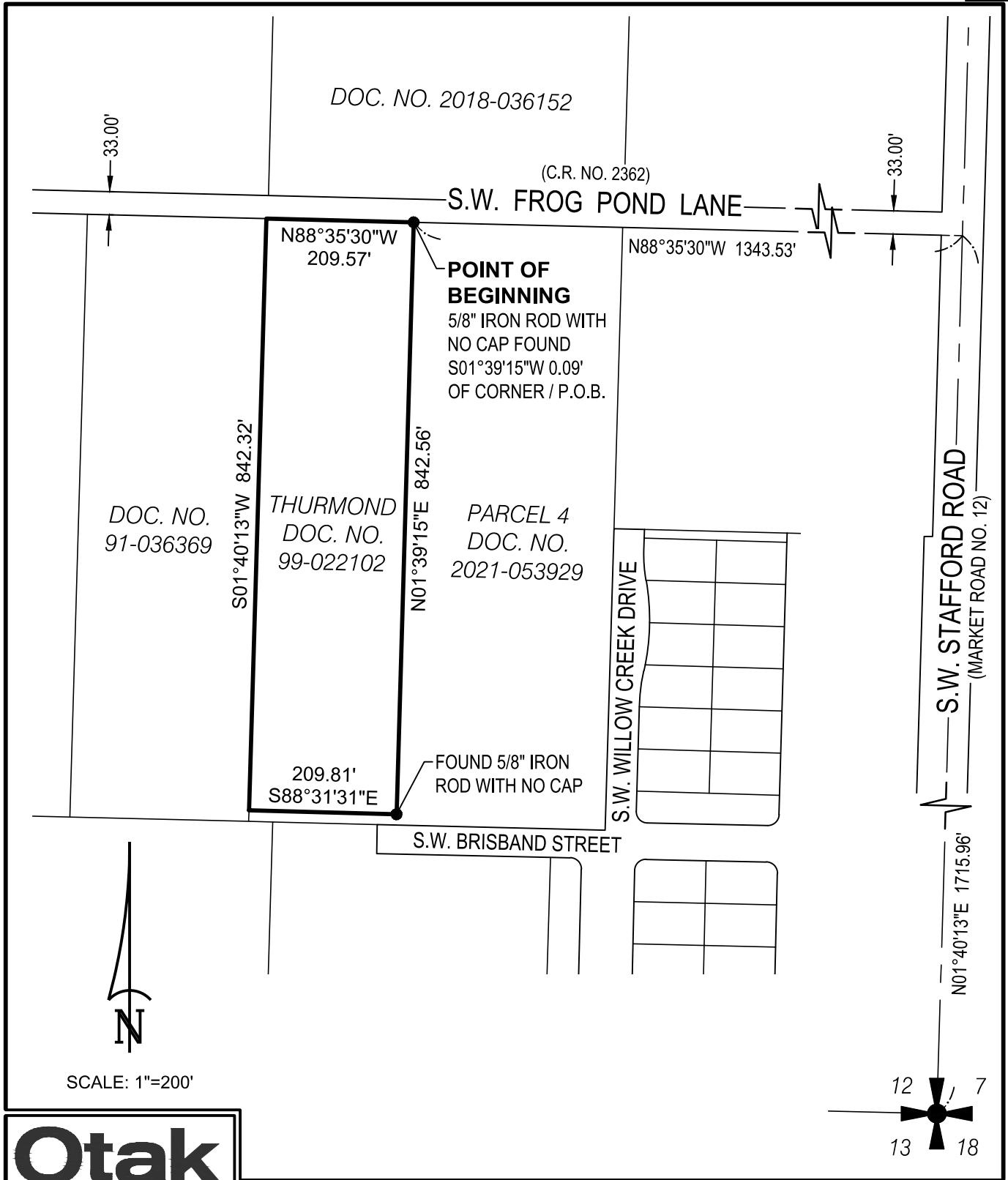
thence along the east line of said Woebkenberg property, South 01°40'13" West a distance of 842.32 feet to the northwest corner of the strip of land in the southerly portion of that property described as Parcel 4 in Special Warranty Deed to Venture Properties, Inc recorded June 1, 2021 as Document No. 2021-053929, Clackamas County Records;

thence along the north line of said strip of land, South 88°31'31" East a distance of 209.81 feet to a 5/8 inch iron rod found at the southeast corner of said Thurmond property, also being an angle point in said Venture Properties, Inc. property;

thence along the west line of the northerly portion of said Venture Properties, Inc. property;

North 01°39'15" East a distance of 842.56 feet to the POINT OF BEGINNING.

Contains 4.06 acres, more or less.



Otak

808 SW 3rd Ave., Ste. 800
Portland, Oregon 97204
Phone: (503) 287-6825
www.otak.com
project: 20141

EXHIBIT A PAGE 2 OF 2

FROG POND ESTATES ANNEXATION AREA
IN THE SOUTHEAST QUARTER, SECTION 12, TOWNSHIP 3 SOUTH,
RANGE 1 WEST, WILLAMETTE MERIDIAN
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

FEBRUARY 10, 2022

**EXHIBIT A
LEGAL DESCRIPTION
SCHOOL DISTRICT PROPERTY ANNEXATION**

November 1, 2021 (Otak #20141)

A portion of that property described as Parcel I in Warranty Deed to Clackamas County School District 3, West Linn-Wilsonville School District 3JT recorded May 24, 1999 as Document No. 99-052396, Clackamas County Records, in the southeast quarter of Section 12, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, described as follows:

BEGINNING at a 5/8 inch iron rod with yellow plastic cap marked "OTAK INC" found on the north right of way line of S.W. Boeckman Road (County Road 80) North 01°24'30" East a distance of 30.00 feet from a point on the centerline of said S.W. Boeckman Road, said centerline also being the south line of said southeast quarter, said point being North 88°35'30" West a distance of 1518.77 feet from the southeast corner of said Section 12, said POINT OF BEGINNING also being the southwest corner of Partition Plat No. 2019-047, Clackamas County Records;

thence along the west line of said Partition Plat, North 01°39'45" East a distance of 828.00 feet to a 5/8 inch iron rod with yellow plastic cap marked "DEA" found at the northwest corner of said Partition Plat, also being on the south line of that property described as Parcel 4 in Special Warranty Deed to Venture Properties, Inc. recorded as Document No. 2021-053929, Clackamas County Records;

thence along said south line and the south lines of those properties described in Document No. 91-036369 and Document No. 2021-041768, both of Clackamas County Records, North 88°35'30" West a distance of 483.16 feet to a point on the east right of way line of S.W. Sherman Drive as dedicated in Document No. 2019-010342, Clackamas County Records, said east right of way line being a line parallel with and 28.00 feet easterly of the east line of MORGAN FARM, recorded as Plat No. 4566, Clackamas County Records;

thence along said east right of way line, South 01°39'45" West a distance of 828.00 feet to a point on said north right of way line;

thence along said south right of way line, South 88°35'30" East a distance of 483.16 feet to the POINT OF BEGINNING.

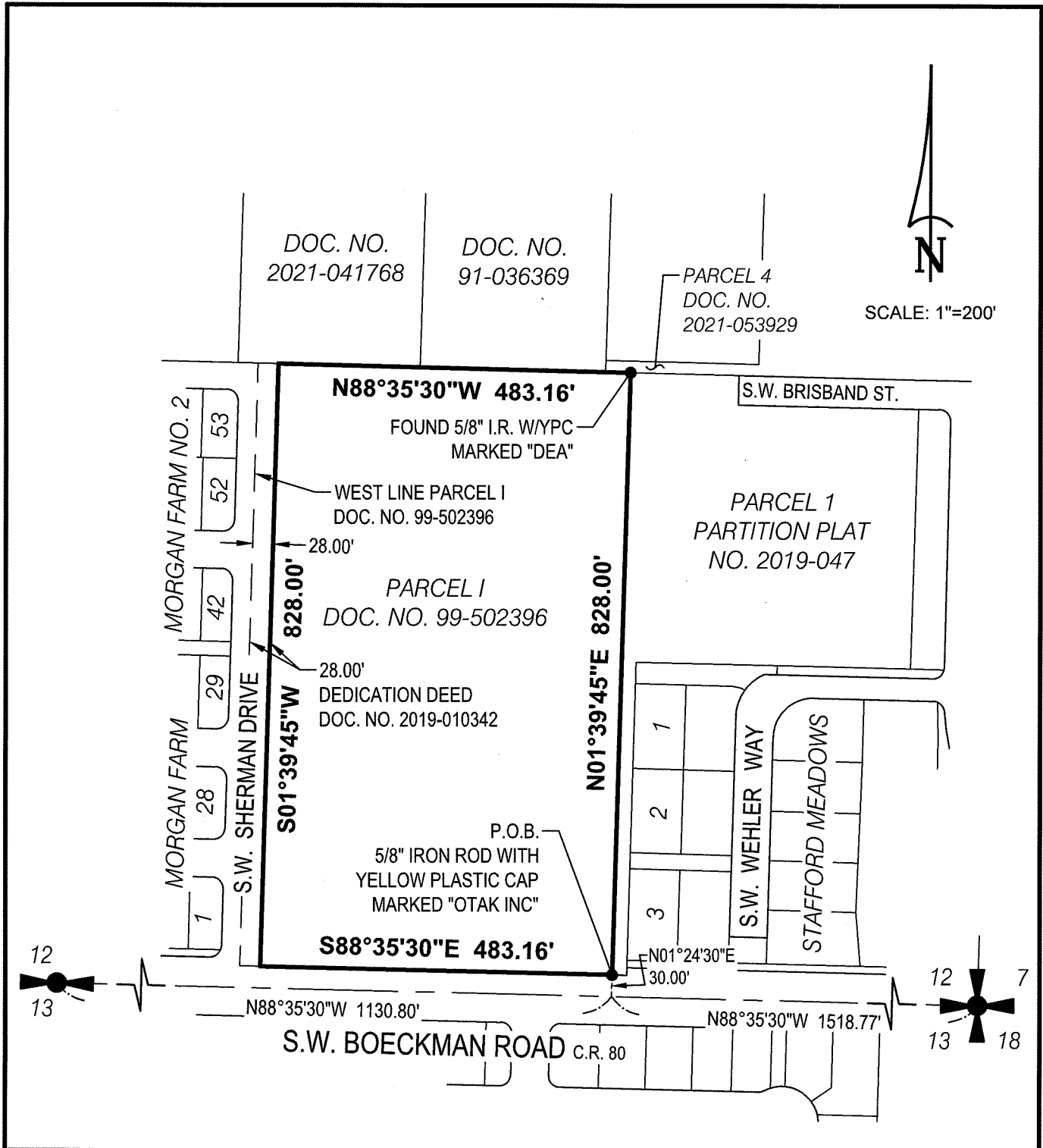
Contains 9.18 acres, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2021.11.02 07:10:20-07'00'

OREGON
NOVEMBER 12, 2013
MICHAEL D. SPELTS
87475PLS

RENEWS: JUNE 30, 2022



Otak

808 SW 3rd Ave., Ste. 800
 Portland, Oregon 97204
 Phone: (503) 287-6825
 www.otak.com
 project: 20141

EXHIBIT A PAGE 2 OF 2

SCHOOL DISTRICT PROPERTY ANNEXATION
 IN THE SOUTHEAST QUARTER, SECTION 12, TOWNSHIP 3 SOUTH,
 RANGE 1 WEST, WILLAMETTE MERIDIAN
 CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

NOVEMBER 1, 2021



Ordinance No. 860 Exhibit B
Zone Map Amendment Findings

Frog Pond Estates 17-Lot Subdivision

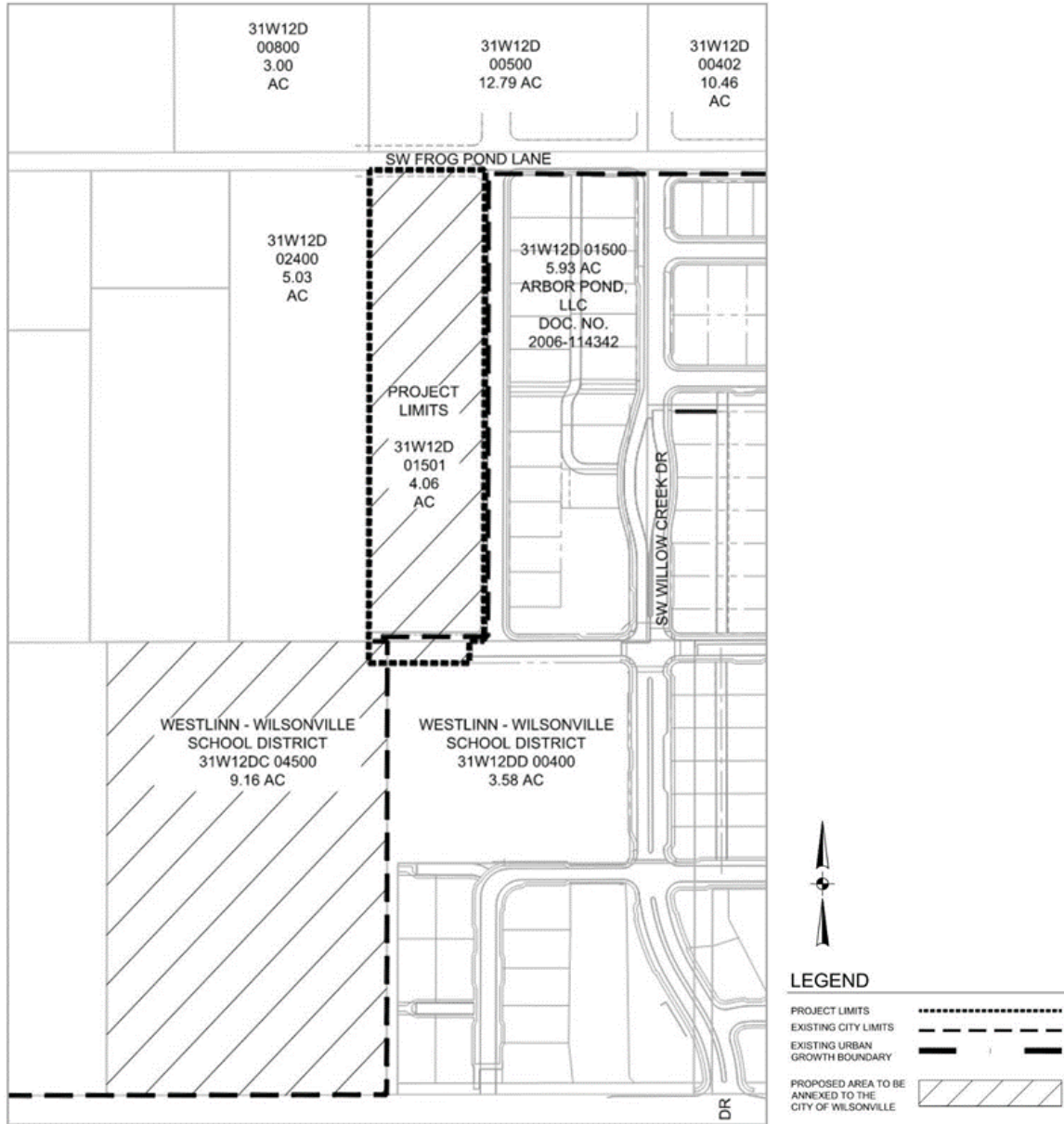
City Council
Quasi-Judicial Public Hearing

Hearing Date:	April 18, 2022
Date of Report:	April 5, 2022
Application No.:	DB21-0066 Zone Map Amendment
Request:	The request before the City Council is a Zone Map Amendment for approximately 13.24 acres.
Location:	7070 SW Frog Pond Lane and 7151 SW Boeckman Road. The properties are specifically known as TLID 1501, Section 12D, and TLID 4500, Section 12DC, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon.
Owners:	Amy Thurmond (TLID 1501, 7070 SW Frog Pond Lane) West Linn-Wilsonville School District (TLID 4500, 7151 SW Boeckman Road)
Applicant:	West Hills Land Development LLC (Contact: Dan Grimberg)
Applicant's Rep.:	OTAK, Inc. (Contact: Li Alligood AICP)
Comprehensive Plan Designations:	Residential Neighborhood and Public
Zone Map Classification:	TLID 1501 – Current: Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Proposed: Residential Neighborhood (RN) TLID 4500 – Current: RRFF-5 Proposed: Public Facility (PF)
Staff Reviewer:	Cindy Luxhoj AICP, Associate Planner
Staff/DRB Recommendation:	<u>Adopt</u> the requested Zone Map Amendment.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.110	Zones
Section 4.127	Residential Neighborhood (RN) Zone
Section 4.197	Zone Changes
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Area of Special Concern L	
Transportation Systems Plan	
Frog Pond West Master Plan	
<u>Regional and State Law and Planning Documents</u>	
Statewide Planning Goals	

Vicinity Map



Summary:

Zone Map Amendment (DB21-0066)

Concurrent with the adoption of the Frog Pond West Master Plan, the City added a new zoning district, Residential Neighborhood (RN), intended for application to the Master Plan area. The applicant proposes applying the RN Zone to the residential portion of the annexed area consistent with this intention. The application proposes applying the Public Facility (PF) Zone to the future school site.

Conclusion and Conditions of Approval:

Staff and the Development Review Board recommend approval with the following condition:

Request: DB21-0066 Zone Map Amendment

This action is contingent upon annexation of the subject properties to the City of Wilsonville (DB21-0065).

Findings:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

The owners of all property included in the application signed the application forms. West Hills Land Development LLC initiated the application with their approval.

Request: DB21-0066 Zone Map Amendment

As described in the Findings below, the request meets the applicable criteria or will by Conditions of Approval.

Comprehensive Plan

"Residential Neighborhood" on Comprehensive Plan Map, Purpose of "Residential Neighborhood" Designation
Policy 4.1.7.a.

B1. The subject area has Comprehensive Plan Map Designations of "Residential Neighborhood" and "Public" enabling implementation of the Frog Pond West Master Plan adopted for the subject area.

"Residential Neighborhood" Zone Applied Consistent with Comprehensive Plan Implementation Measure 4.1.7.c.

B2. The applicant requests the portion of the subject area within the Frog Pond Estates subdivision receive the zoning designation of Residential Neighborhood (RN) as required for areas with the Comprehensive Plan Map Designation of "Residential Neighborhood". The designation enables development of the residential portion of the site consistent with the purpose of this designation as set forth in the legislatively adopted Frog Pond West Master Plan, resulting in an attractive, cohesive and connected residential neighborhood with high quality architecture and community design, transportation choices, and preserved and enhanced natural resources.

The applicant requests the portion of the subject area within the future school site receive the zoning designation of Public Facility (PF), as required for areas within Comprehensive Plan Map Designation of “Public”, consistent with the Master Plan recommendation.

Safe, Convenient, Healthful, and Attractive Places to Live
Implementation Measure 4.1.4.c.

- B3.** The proposed RN zoning allows the use of planned developments consistent with the legislatively adopted Frog Pond West Master Plan, enabling development of safe, convenient, healthful, and attractive places to live.

Residential Density
Implementation Measure 4.1.4.u.

- B4.** The portion of the subject area within the Frog Pond Estates subdivision will be zoned RN allowing application of the adopted residential densities of the Frog Pond West Master Plan. The sub-districts established in the Frog Pond West Master Plan govern the allowed residential densities.

Development Code

Zoning Consistent with Comprehensive Plan
Section 4.029

- B5.** The applicant requests a zone change concurrently with a Stage I Preliminary Plan, Stage II Final Plan, and other related development approvals. The proposed zoning designations of RN and PF are consistent with the Comprehensive Plan “Residential Neighborhood” and “Public” designations. See also Finding B2 above.

Base Zones
Subsection 4.110 (.01)

- B6.** The requested zoning designations of RN and PF are among the base zones identified in this subsection.

Residential Neighborhood (RN) Zone

Purpose of the Residential Neighborhood (RN) Zone
Subsection 4.127 (.01)

- B7.** The request to apply the RN Zone on lands designated “Residential Neighborhood” on the Comprehensive Plan Map enables a planned development process implementing the “Residential Neighborhood” policies and implementation measures of the Comprehensive Plan and the Frog Pond West Master Plan.

Permitted Uses in the Residential Neighborhood (RN) Zone
 Subsection 4.127 (.02)

B8. Concurrent with the zone map amendment request the applicant requests approval of a 17-lot residential subdivision. Single-family dwelling units, Duplex, Triplex, Quadplex, Cluster Housing, Cohousing, Cluster Housing (Frog Pond West Master Plan), open space, and public and private parks are among the permitted uses in the RN Zone.

Residential Neighborhood (RN) Zone Sub-districts and Residential Density
 Subsection 4.127 (.05) and (.06)

B9. The proposed uses, number of lots, preservation of open space, and general block and street layout are generally consistent with the Frog Pond West Master Plan. Specifically in regards to residential land use lot count, the proposed Stage I area includes portions of medium lot Sub-district 4 and large lot Sub-district 7. The following table summarizes how the proposed residential lots in each Sub-district are generally consistent with the Master Plan recommendations. While the applicant proposes 12 lots in Sub-district 4, which is the maximum number allowed, 5 lots are proposed in Sub-district 7, exceeding the proportional density calculation for this part of the site by one (1) lot.

Sub-district and Land Use Designation	Gross Site Area (ac)	Percent of Sub-district	Established lot range for Sub-district	Lot Range for Site	Proposed Lots	Total lots within Sub-district - Approved and Proposed
4 – R-7	2.7	10.8%	86-107	9-12	12	21 Approved 12 Proposed 33 Total
7 – R-10	1.4	13.9%	24-30	3-4	5	0 Approved 5 Proposed 5 Total
Total	6			12-16	17	

The proportional density allocation does not account for site-specific characteristics that influence the ability of a specific property to accommodate residential lots meeting minimum dimensional standards. The portion of the subject property within Sub-district 7 able to accommodate lot area (90.9%) is much greater than in other subareas. Minimal right-of-way dedication is required because the section of SW Frog Pond Lane adjacent to the site is a local street, which allows driveway access, private street B is primarily located in Sub-district 4, and the majority of SW Columbine Avenue bordering the site on the east is being constructed as part of the Frog Pond Ridge subdivision. As a result, no alleys are required or proposed to provide access to the proposed lots in Sub-district 7. Therefore, the proposed site area within Sub-district 7 easily accommodates five lots that meet or exceed all dimensional standards, including minimum lot size requirements. The proposed development of 5 lots in this portion of Sub-district 7 exceeds minimum lot development standards while preserving significant trees and allowing for compliant future

development within the master plan area. The configuration of lots as proposed will allow for buildout of these sub-districts consistent with the Master Plan recommendations.

Public Facility (PF) Zone

Purpose of the Public Facility (PF) Zone

Subsection 4.136 (.01)

B10. The request to apply the Public Facility (PF) Zone on the future school property is consistent with the purpose of this zone, as the existing and future uses are public and quasi-public uses that serve and benefit the community.

Permitted Uses in the Public Facility (PF) Zone

Subsection 4.136 (.02)

B11. Public schools are among the permitted uses in the PF zone.

Dimensional Standards

Subsection 4.136 (.04)

B12. All dimensional standards of the PF zone will be met. The frontage of the tax lot exceeds the minimum requirement of 75 feet.

**DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 401**

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF AN ANNEXATION AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RFFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN) AND PUBLIC FACILITY (PF) OF APPROXIMATELY 13.22 ACRES BETWEEN SW BOECKMAN ROAD AND SW FROG POND LANE FOR A 17-LOT RESIDENTIAL SUBDIVISION AND FUTURE SCHOOL SITE, AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I PRELIMINARY PLAN, STAGE II FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT AND TYPE C TREE PLAN FOR THE RESIDENTIAL SUBDIVISION. THE SUBJECT SITE IS LOCATED AT 7070 SW FROG POND LANE, AND 7035 AND 7151 SW BOECKMAN ROAD ON TAX LOT 1501 AND A PORTION OF TAX LOT 1500, SECTION 12D, A PORTION OF TAX LOT 400, SECTION 12DD AND TAX LOT 4500, SECTION 12DC, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. OTAK, INC. – REPRESENTATIVE FOR WEST HILLS LAND DEVELOPMENT, LLC – APPLICANT AND AMY THURMOND, VENTURE PROPERTIES, AND WEST LINN-WILSONVILLE SCHOOL DISTRICT – OWNERS.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the Planning Staff has prepared staff report on the above-captioned subject dated March 21, 2022, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel B at a scheduled meeting conducted on March 28, 2022, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated March 21, 2022, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:

DB21-0065 through DB21-0071; Annexation, Zone Map Amendment, Stage I Preliminary Plan, Stage II Final Plan, Site Design Review of Parks and Open Space, Tentative Subdivision Plat, and Class C Tree Plan.

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 28th day of March, 2022 and filed with the Planning Administrative Assistant on

March 29, 2022. This resolution is final on the 15th calendar day after the postmarked date of the written notice of decision per *WC Sec 4.022(.09)* unless appealed per *WC Sec 4.022(.02)* or called up for review by the Council in accordance with *WC Sec 4.022(.03)*.

Nicole Hendrix
Nicole Hendrix, Acting Chair – Panel B
Wilsonville Development Review Board

Attest:
Shelley White
Shelley White, Planning Administrative Assistant

File Attachments for Item:**19. Ordinance No. 861** - 1st Reading (*Quasi-Judicial Hearing*)

An Ordinance Of The City Of Wilsonville Annexing Approximately 10.46 Acres Of Property Located West Of SW Stafford Road North Of SW Frog Pond Lane at 6725 SW Frog Pond Lane; The Land Is More Particularly Described As Tax Lots 401 And 402, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Sheri Miller, James Mehus, Jeremiah Kreilich, Brian Powell, Petitioners. (*Luxhoj*)

Ordinance No. 862 - 1st Reading (*Quasi-Judicial Hearing*)

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone To The Residential Neighborhood (RN) Zone On Approximately 10.46 Acres Located West Of SW Stafford Road North Of SW Frog Pond Lane at 6725 SW Frog Pond Lane; The Land Is More Particularly Described As Tax Lots 401 And 402, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. West Hills Land Development LLC, Applicant. (*Luxhoj*)



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: April 18, 2022		Subject: Ordinance Nos. 861 and 862 – 1st Reading Annexation and Zone Map Amendment for Frog Pond Oaks subdivision in Frog Pond West	
		Staff Member: Cindy Luxhoj AICP, Associate Planner	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: April 18, 2022 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: April 18, 2022 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: May 2, 2022 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable	
		Comments: Following their review at the April 11, 2022 meeting, the Development Review Board, Panel A, unanimously recommended approval of an Annexation and a Zone Map Amendment for the subject property. The DRB also approved with conditions, contingent on the Annexation and Zone Map Amendment, a Stage I Preliminary Plan, Stage II Final Plan, Site Design Review, Tentative Subdivision Plat, Type C Tree Removal, Waiver, and Abbreviated SROZ Map Verification.	
Staff Recommendation: Staff recommends that the City Council adopt Ordinance Nos. 861 and 862 on first reading.			
Recommended Language for Motion: In two separate motions, I move to adopt Ordinance Nos. 861 and 862 on first reading.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond West	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Approve, modify, or deny Ordinance Nos. 861 and 862 to annex 10.46 acres and rezone approximately 10.46 acres on the north side of SW Frog Pond Lane within the Frog Pond West Master Plan area, enabling development of a 41-lot subdivision.

EXECUTIVE SUMMARY:

The proposed subdivision is the eighth development proposal in Frog Pond West and will connect to the previously approved Frog Pond Vista and Frog Pond Crossing subdivisions, blending together as one cohesive neighborhood consistent with the Frog Pond West Master Plan. Concurrent with the adoption of the Frog Pond West Maser Plan, the City added a new zoning district, Residential Neighborhood (RN), intended for application to the Master Plan area. The requested zone map amendment proposes applying the Residential Neighborhood (RN) Zone to the Frog Pond Oaks subdivision consistent with this intention.

EXPECTED RESULTS:

Adoption of Ordinance Nos. 861 and 862 will bring this portion of the Frog Pond West Master Plan area into the City and zone it for development consistent with the Master Plan.

TIMELINE: The Annexation and Zone Map Amendment will be in effect 30 days after ordinance adoption on second reading and upon filing the annexation records with the Secretary of State as provided by ORS 222.180.

CURRENT YEAR BUDGET IMPACTS:

The project will result in income and expenditures consistent with the infrastructure financing plan of the Frog Pond West Master Plan.

COMMUNITY INVOLVEMENT PROCESS:

Staff sent the required public hearing notices. In addition, significant public involvement occurred during development and approval of the Frog Pond Area Plan and Frog Pond West Master Plan, with which the proposed actions are consistent.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Annexation and development of the subject land will provide additional housing choices and continued development of quality neighborhoods.

ALTERNATIVES:

The alternatives are to modify, approve, or deny the annexation and zone map amendment requests.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

Attachment 1 – Ordinance No. 861:

Exhibit A – Legal Description and Sketch Depicting Land/Territory to be Annexed

Exhibit B – Petition for Annexation

Exhibit C – Annexation Findings

Exhibit D – Development Review Board Panel A Resolution No. 402 Recommending Approval of Annexation

Attachment 2 – Ordinance No. 862:

Exhibit A – Zoning Order DB21-0073 Including Legal Description and Sketch Depicting
Zone Map Amendment

Exhibit B – Zone Map Amendment Findings

Exhibit C – Development Review Board Panel A Resolution No. 402 Recommending
Approval of Zone Map Amendment

ORDINANCE NO. 861

AN ORDINANCE OF THE CITY OF WILSONVILLE ANNEXING APPROXIMATELY 10.46 ACRES OF PROPERTY LOCATED WEST OF SW STAFFORD ROAD NORTH OF SW FROG POND LANE AT 6725 SW FROG POND LANE; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOTS 401 AND 402, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. SHERI MILLER, JAMES MEHUS, JEREMIAH KREILICH, BRIAN POWELL, PETITIONERS.

WHEREAS, a petition submitted to the City requests annexation of certain real property legally described and depicted in Exhibit A; and;

WHEREAS, Sheri Miller and James Mehus, together representing 100 percent of the property ownership within the annexation area signed the petition; and;

WHEREAS, Sheri Miller, Jeremiah Kreilich, and Brian Powell, together representing a majority of the electors within the annexation area signed the petition; and

WHEREAS, ORS 227.125 authorizes the annexation of territory based on consent of all owners of land and a majority of electors within the territory and enables the City Council to dispense with submitting the questions of the proposed annexation to the electors of the City for their approval or rejection; and

WHEREAS, the land to be annexed is within the Urban Growth Boundary and has been master planned as part of the Frog Pond West Neighborhood; and

WHEREAS, the land to be annexed is contiguous to the City and can be served by City services; and

WHEREAS, Panel A of the Development Review Board considered the annexation and after a duly advertised public hearing held on April 11, 2022, unanimously recommended City Council approve the annexation; and

WHEREAS, on April 18, 2022, the City Council held a public hearing as required by Metro Code 3.09.050; and

WHEREAS, reports were prepared and considered as required by law; and because the annexation is not contested by any party, the City Council chooses not to submit the matter to the voters and does hereby favor the annexation of the subject tract of land based on findings, conclusions, and the Development Review Board's recommendation to City Council.

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

1. FINDINGS.

The tract of land, described and depicted in Exhibit A, is declared annexed to the City of Wilsonville.

2. DETERMINATION.

The findings and conclusions incorporated in Exhibit C are adopted. The City Recorder shall immediately file a certified copy of this ordinance with Metro and other agencies required by Metro Code Chapter 3.09.050(g) and ORS 222.005. The annexation shall become effective upon filing of the annexation records with the Secretary of State as provided by ORS 222.180.

3. EFFECTIVE DATE OF ORDINANCE.

This Ordinance shall be declared to be in full force and effect thirty (30) days for the date of final passage and approval.

SUBMITTED to the Wilsonville City Council and read the first time at a meeting thereof on the 18th day of April 2022, and scheduled the second reading on the 2nd day of May 2022, 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 2nd day of May 2022, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 2nd day of May, 2022.

JULIE FITZGERALD, MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Legal Description and Sketch Depicting Land/Territory to be Annexed
- B. Petition for Annexation
- C. Annexation Findings
- D. Development Review Board Panel B Resolution No. 402 Recommending Approval of Annexation

EXHIBIT A
LEGAL DESCRIPTION
FROG POND OAKS ANNEXATION

October 5, 2021 (Otak #20141)

That property described in Quitclaim Deed to Sheri L. Miller recorded June 1, 2017 as Document No. 2017-036685, Clackamas County Records, in the southeast quarter of Section 12, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, further described as follows:

BEGINNING at the southeast corner of said Miller property from which a 5/8 inch iron rod with no cap was found bearing North 01°39'46" East a distance of 0.11 feet, said POINT OF BEGINNING also being a point on the north right of way line of S.W. Frog Pond Lane, North 01°40'13" East a distance of 1748.96 feet and North 88°35'30" West a distance of 537.57 feet from the southeast corner of said Section 12;

thence along the west lines of those properties described in Special Warranty Deed to Paul C. and Janene C. Chaney recorded January 16, 2001 as Document No. 2001-002679, and in Deed to Andrew J. Paris, Jr. et ux recorded April 5, 1972 as Document No. 72-002195, both of Clackamas County Records, North 01°39'46" East a distance of 898.20 feet to a point on the south line of Parcel II of Partition Plat No. 1991-43;

thence along said south line of Parcel II, North 88°46'45" West a distance of 507.70 feet to the northeast corner of that property described in Statutory Warranty Deed to Darrell R. and Sandi L. Lauer recorded June 13, 2018 as Document No. 2018-036152, Clackamas County Records;

thence along the east line of said Lauer property, South 01°40'13" West a distance of 896.54 feet to a point on said north right of way line;

thence along said north right of way line, South 88°35'30" East a distance of 507.81 feet to the POINT OF BEGINNING.

Contains 10.46 acres, more or less.

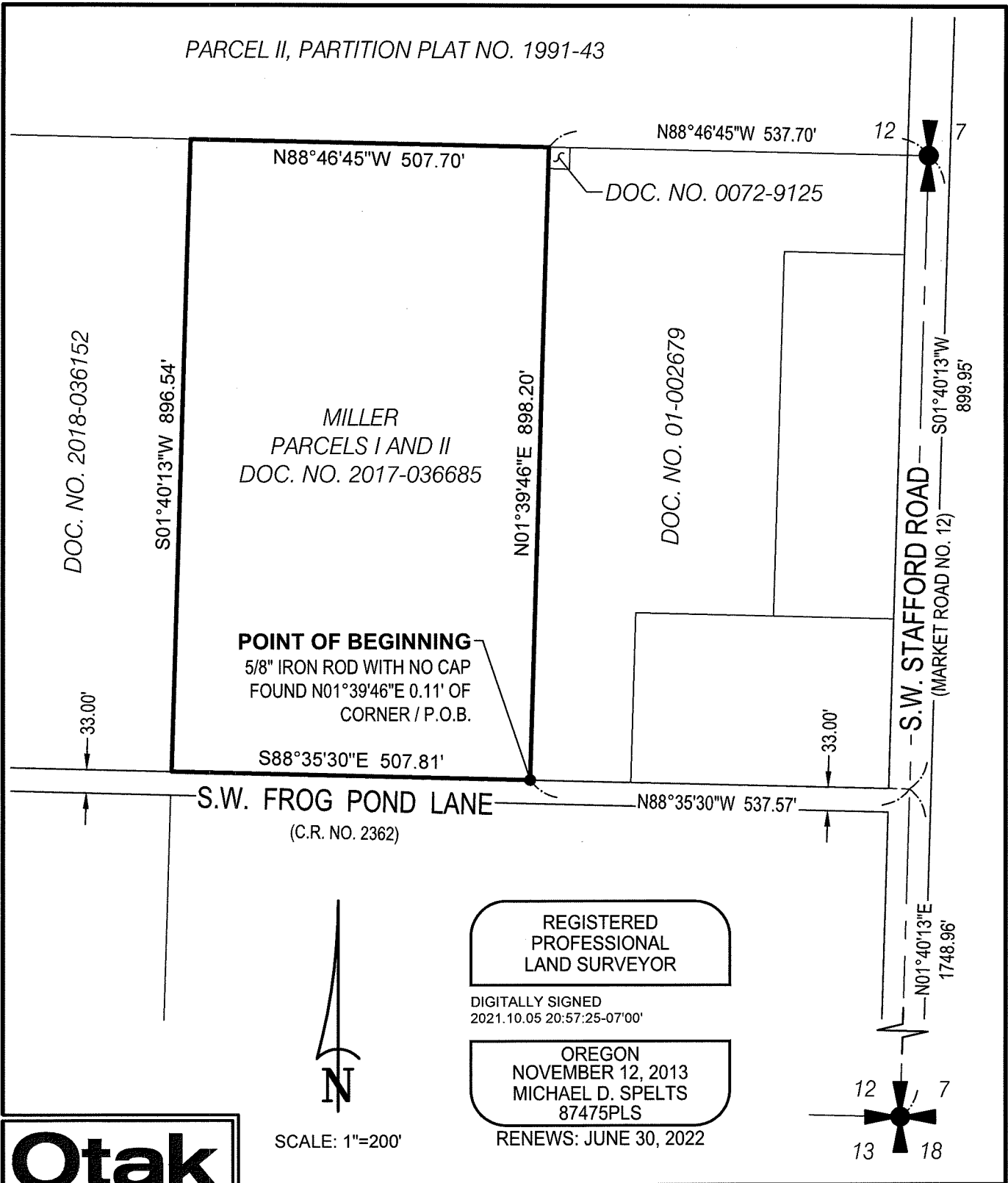
REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2021.10.05 20:57:43-07'00'

OREGON
NOVEMBER 12, 2013
MICHAEL D. SPELTS
87475PLS

RENEWES: JUNE 30, 2022

PARCEL II, PARTITION PLAT NO. 1991-43



Otak

808 SW 3rd Ave., Ste. 800
 Portland, Oregon 97204
 Phone: (503) 287-6825
 www.otak.com
 project: 20141

EXHIBIT A PAGE 2 OF 2

FROG POND OAKS ANNEXATION AREA
 IN THE SOUTHEAST QUARTER, SECTION 12, TOWNSHIP 3 SOUTH,
 RANGE 1 WEST, WILLAMETTE MERIDIAN
 CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

OCTOBER 5, 2021

**CERTIFICATION OF PROPERTY OWNERSHIP OF
100% OF LAND AREA**

I hereby certify that the attached petition contains the names of the owners¹ (as shown on the last available complete assessment roll) of 100% of the land area of the territory proposed for annexation as described in the attached petition.

NAME JOSHUA BOLL
TITLE GIS CARTOGRAPHER II
DEPARTMENT ASSESSMENT
COUNTY OF CLACKAMAS
DATE 10/25/21



¹ Owner means the legal owner of record or, where there is a recorded land contract which is in force, the purchaser thereunder. If a parcel of land has multiple owners, each consenting owner shall be counted as a percentage of their ownership interest in the land. That same percentage shall be applied to the parcel's land mass and assessed value for purposes of the consent petition. If a corporation owns land in territory proposed to be annexed, the corporation shall be considered the individual owner of that land.

CERTIFICATION OF REGISTERED VOTERS

I hereby certify that the attached petition contains the names of at least 50% of the electors registered in the territory proposed for annexation as described in the attached petition.

NAME Jenny Clark
TITLE deputy clerk
DEPARTMENT Clackamas County Elections
COUNTY OF Clackamas
DATE December 6, 2021





Ordinance No. 861 Exhibit C
Annexation Findings

Frog Pond Oaks 41-Lot Subdivision

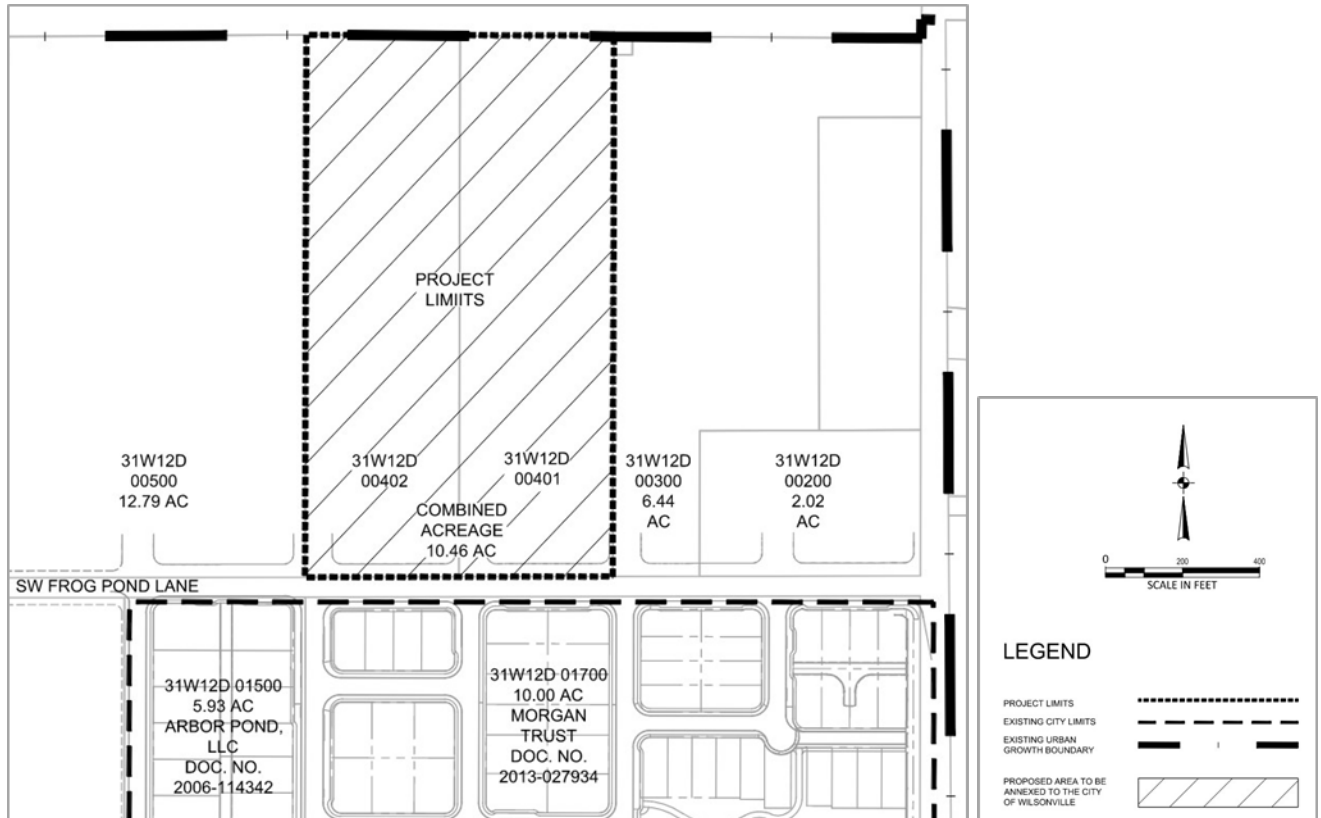
City Council
Quasi-Judicial Public Hearing

Hearing Date:	April 18, 2022
Date of Report:	April 5, 2022
Application No.:	DB21-0072 Annexation
Request/Summary:	City Council approval of quasi-judicial annexation of approximately 10.46 acres for a 41-lot residential subdivision concurrently with proposed development consistent with the Frog Pond West Master Plan.
Location:	6725 SW Frog Pond Lane. The property is specifically known as TLID 401 and 402, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon.
Owners/Electors/ Petitioners:	Sheri Miller, James Mehus, Jeremish Kreilich, Brian Powell
Applicant:	West Hills Land Development LLC (Contact: Dan Grimberg)
Applicant's Rep.:	OTAK, Inc. (Contact: Li Alligood AICP)
Comprehensive Plan Designations:	Residential Neighborhood
Zone Map Classification (Current):	Rural Residential Farm Forest 5-Acre (RRFF-5)
Zone Map Classification (Proposed Concurrent with Annexation):	Residential Neighborhood (RN)
Staff Reviewer:	Cindy Luxhoj AICP, Associate Planner
Staff/DRB Recommendation:	<u>Approve</u> the requested annexation.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.700	Annexation
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Land Use and Development	
Plan Map	
Area of Special Concern L	
Transportation Systems Plan	
Frog Pond West Master Plan	
<u>Regional and State Law and Planning Documents</u>	
Metro Code Chapter 3.09	Local Government Boundary Changes
ORS 222.111	Authority and Procedures for Annexation
ORS 222.125	Annexation by Consent of All Land Owners and Majority of Electors
ORS 222.170	Annexation by Consent Before Public Hearing or Order for Election
Statewide Planning Goals	

Vicinity Map



Background/Summary:

The subject area has long been rural/semi-rural adjacent to the growing City of Wilsonville. Metro added the 181-acre area now known as Frog Pond West to the Urban Growth Boundary (UGB) in 2002 to accommodate future residential growth. To guide development of the area and the urban reserve areas to the east and southeast, the City of Wilsonville adopted the Frog Pond Area Plan in November 2015. The Frog Pond Area Plan envisions that “The Frog Pond Area in 2035 is an integral part of the Wilsonville community, with attractive and connected neighborhoods. The community’s hallmarks are the variety of quality homes; open spaces for gathering; nearby services, shops and restaurants; excellent schools; and vibrant parks and trails. The Frog Pond Area is a convenient bike, walk, drive, or bus trip to all parts of Wilsonville.”

As a follow up to the Area Plan and in anticipation of forthcoming development, in July 2017 the City of Wilsonville adopted the Frog Pond West Master Plan for the area within the UGB.

The proposed 41-lot subdivision is the eighth development proposal in Frog Pond West. The subdivision will connect to the previously approved Frog Pond Crossing and Frog Pond Vista subdivisions, blending together as one cohesive neighborhood consistent with the Frog Pond West Master Plan.

All property owners and a majority of electors in the annexation area have consented in writing to the annexation.

Conclusion and Conditions of Approval:

Staff recommends the City Council annex the subject property with the following condition:

Request: DB21-0072 Annexation

PDA 1. Prior to issuance of any Public Works permits by the City within the annexation area: The developer shall be subject to a Development and Annexation Agreement with the City of Wilsonville as required by the Frog Pond West Master Plan. The developer shall enter into the Development and Annexation Agreement prior to issuance of any public works permits by the City within the annexation area.

Findings:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

The owners of all property included in the application signed the application forms. West Hills Land Development LLC initiated the application with their approval.

Request: DB21-0072 Annexation

As described in the Findings below, the request meets the applicable criteria or will by Conditions of Approval.

Comprehensive Plan-Annexation and Boundary Changes

Consistent with Future Planned Public Services Implementation Measure 2.2.1.a.

A1. The Frog Pond West Master Plan establishes the future planned public services and funding plan for the subject property. The development of public services and funding will be consistent with the Frog Pond West Master Plan thus allowing the annexation to proceed. West Hills Land Development LLC and the City will enter into a Development and Annexation Agreement detailing provision and development of public services as required by Conditions of Approval.

Demonstrated Need for Immediate Urban Growth Implementation Measure 2.2.1.a.

A2. Metro brought the subject area into the Urban Growth Boundary (UGB) in 2002 to meet demonstrated regional housing needs. With adoption for the Frog Pond West Master Plan the subject area is now primed for development to help meet regional housing needs.

Adherence to State and Metro Annexation Laws and Standards Implementation Measure 2.2.1.e.

A3. This review applies all applicable Metro and State rules, regulations, and statutes as seen in Findings below.

Orderly, Economic Provision of Public Facilities and Services
Implementation Measure 2.2.1.e. 1.

- A4.** The Frog Pond Area Plan includes implementation measures to ensure the orderly and economic provision of public facilities and services for the Frog Pond Area, including Frog Pond West. The applicant proposes site development with concurrent applications for Stage I and Stage II Planned Unit Development and Land Division, which proposes the extension of public facilities and services to the Frog Pond Oaks site. These proposed services are generally consistent with the Frog Pond Area Plan and Frog Pond West Master Plan, and the City's Finance Plan and Capital Improvements Plan.

Availability of Sufficient Land for Uses to Insure Choices over 3-5 Years
Implementation Measure 2.2.1.e. 2.

- A5.** The inclusion of the Frog Pond area within the UGB and the adoption of the Frog Pond Area Plan demonstrate the need for residential development in the Frog Pond area. Annexation of the subject site will allow development of the uses envisioned by the adopted Frog Pond West Master Plan.

Wilsonville Development Code-Annexation

Authority to Review Quasi-Judicial Annexation Requests
Subsections 4.030 (.01) A, 11, 4.031 (.01) K, 4.033 (.01) F., and 4.700 (.02)

- A6.** The review of the quasi-judicial annexation request by DRB and City Council is consistent with the authority established in the Development Code.

Procedure for Review, Etc.
Subsections 4.700 (.01). and (.04)

- A7.** The submission materials from the applicant include an annexation petition signed by the necessary parties, a legal description and map of the land to be annexed, and a narrative describing conformance with applicable criteria. City Council, upon recommendation from the DRB, will declare the subject property annexed.

Adoption of Development Agreement with Annexation
Subsection 4.700 (.05)

- A8.** Subject to requirements in this subsection and the Frog Pond West Master Plan, Conditions of Approval require the necessary parties enter into a Development and Annexation Agreement with the City covering the annexed land.

Metro Code

Local Government Boundary Changes Chapter 3.09

- A9.** The request is within the UGB, meets the definition of a minor boundary change, satisfies the requirements for boundary change petitions, and is consistent with both the Comprehensive Plan and the Frog Pond West Master Plan.

Oregon Revised Statutes (ORS)

Authority and Procedure for Annexation ORS 222.111

- A10.** The request meets the applicable requirements in State statute including the facts that the subject property is within the UGB and is contiguous to the City, the request has been initiated by the property owners of the land being annexed, and all property owners and a majority of electors within the annexed area consent in writing to the annexation.

Procedure Without Election by City Electors ORS 222.120

- A11.** The City charter does not require elections for annexation, the City is following a public hearing process defined in the Development Code, and the request meets the applicable requirements in State statute including the facts that all property owners and a majority of electors within the annexed area consent in writing to the annexation. Annexation of the subject property thus does not require an election.

Annexation by Consent of All Owners and Majority of Electors ORS 222.125

- A12.** All property owners and a majority of electors within the annexed area have provided their consent in writing. However, the City is following a public hearing process as prescribed in the City's Development Code concurrent with a Zone Map Amendment request and other quasi-judicial land use applications.

Oregon Statewide Planning Goals

Planning Goals – Generally Goals 1, 2, 5, 6, 8, 9, 11, 12, 13, 14

- A13.** The area proposed for annexation will be developed consistent with the City's Comprehensive Plan and the Frog Pond West Master Plan, both of which have been found to meet the Statewide Planning Goals.

Housing
Goal 10

A14. The proposed Comprehensive Plan map amendments will continue to allow the City to meet its housing goals and obligations reflected in the Comprehensive Plan. Specifically:

- The City has an existing Housing Needs Analysis and Buildable Lands Inventory adopted in 2014 collectively known as the Wilsonville Residential Land Study. The key conclusions of this study are that Wilsonville: (1) may not have a 20-year supply of residential land and (2) the City’s residential policies meet Statewide Planning Goal 10 requirements.
- Under the Metro forecast, Wilsonville is very close to having enough residential land to accommodate expected growth. Wilsonville could run out of residential land by 2032.
- If Wilsonville grows faster than the Metro forecast, based on historic City growth rates, the City will run out of residential land before 2030.
- Getting residential land ready for development is a complex process that involves decisions by Metro, City decision makers, landowners, the Wilsonville community, and others. The City has started the master planning process for Frog Pond East and South neighborhoods to ensure that additional residential land is available within the City. The City also adopted a new plan and development standards for more multi-family units in the Wilsonville Town Center. Finally, the City provides infill opportunities, allowing properties with existing development at more rural densities to be re-zoned for more housing, which this application falls under.
- Wilsonville is meeting Statewide Planning Goal 10 requirements to “provide the opportunity for at least 50 percent of new residential units to be attached single family housing or multiple family housing” and to “provide for an overall density of 8 or more dwelling units per net buildable acre.”
- Wilsonville uses a two-map system, with a Comprehensive Plan Map designating a density for all residential land and Zone Map with zoning to implement the Comprehensive Plan designation. Rezoning the subject property to a higher density zone consistent with the Comprehensive Plan will ensure related zone map amendment and development approvals support the Comprehensive Plan and Goal 10.
- The proposal increases density allowed and development capacity within the existing UGB and improving the capacity identified in the 2014 study. The type of housing is anticipated to be single-family; however, the approval will allow middle housing consistent with House Bill 2001 and newly implemented City code to allow middle housing types.

- The proposal directly impacts approximately 2.2% of the developable residential land identified in the 2014 Wilsonville Residential Land Study (approximately 10.46 of 477 acres).

**DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 402**

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF AN ANNEXATION AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN) OF APPROXIMATELY 10.46 ACRES, AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I PRELIMINARY PLAN, STAGE II FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT, TYPE C TREE PLAN, WAIVER AND ABBREVIATED SROZ MAP VERIFICATION FOR A 41-LOT RESIDENTIAL SUBDIVISION. THE SUBJECT SITE IS LOCATED AT 6725 SW FROG POND LANE ON TAX LOTS 401 AND 402, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. OTAK, INC. – REPRESENTATIVE FOR WEST HILLS LAND DEVELOPMENT, LLC – APPLICANT AND SHERI MILLER AND JAMES MEHUS – OWNERS.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the Planning Staff has prepared the staff report on the above-captioned subject dated April 4, 2022, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a scheduled meeting conducted on April 11, 2022, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated April 4, 2022, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:


DB21-0072 through DB21-0079, and SI21-0005; Annexation, Zone Map Amendment, Stage I Preliminary Plan, Stage II Final Plan, Site Design Review of Parks and Open Space, Tentative Subdivision Plat, Class C Tree Plan, Waiver, and Abbreviated SROZ Map Verification.

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 11th day of April, 2022 and filed with the Planning Administrative Assistant on April 12, 2022. This resolution is final on the 15th calendar day after the postmarked date of the written notice of decision per *WC Sec 4.022(.09)* unless appealed per *WC Sec 4.022(.02)* or called up for review by the Council in accordance with *WC Sec 4.022(.03)*.



Jean Swadlenka, Chair – Panel A
Wilsonville Development Review Board

Attest:



Shelley White, Planning Administrative Assistant

ORDINANCE NO. 862

AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE CLACKAMAS COUNTY RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) ZONE TO THE RESIDENTIAL NEIGHBORHOOD (RN) ZONE ON APPROXIMATELY 10.46 ACRES LOCATED WEST OF SW STAFFORD ROAD NORTH OF SW FROG POND LANE AT 6725 SW FROG POND LANE; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOTS 401 AND 402, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. WEST HILLS LAND DEVELOPMENT LLC, APPLICANT.

WHEREAS, certain real property within the Frog Pond West Master Plan is being annexed into the City; and

WHEREAS, the City of Wilsonville desires to have the properties zoned consistent with their Wilsonville Comprehensive Plan Map designation of "Residential Neighborhood" rather than maintain the current Clackamas County zoning designation; and

WHEREAS, concurrent with the adoption of the Frog Pond West Master Plan and designating the subject property as "Residential Neighborhood" in the Comprehensive Plan Map, the City added a new zoning district Residential Neighborhood (RN) intended for application to the Master Plan area; and

WHEREAS, the Zone Map Amendment is contingent on annexation of the property to the City of Wilsonville, which annexation has been petitioned for concurrently with the Zone Map Amendment request; and

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for the Development Review Board, finding that the application met the requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment, which staff report was presented to the Development Review Board on April 11, 2022; and

WHEREAS, the Development Review Board Panel 'A' held a duly advertised public hearing on the application for a Zone Map Amendment on April 11, 2022, and after taking public testimony and giving full consideration to the matter, adopted Resolution No. 402 which recommends City Council approval of the Zone Map Amendment request (Case File DB21-0073), adopts the staff report with findings and recommendation, all as placed on the record at the hearing; and

WHEREAS, on April 18, 2022, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record made before the Development Review Board, including the Development Review Board and City Council staff reports; took public testimony; and, upon deliberation, concluded that the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code.

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

1. FINDINGS.

The City Council adopts, as findings and conclusions, the forgoing Recitals and the Zone Map Amendment Findings in Exhibit B, as if fully set forth herein.

2. DETERMINATION.

The official City of Wilsonville Zone Map is hereby amended, upon finalization of the annexation of the property to the City, by Zoning Order DB21-0073, attached hereto as Exhibit A, from the Clackamas County Rural Residential Farm Forest 5 (RRFF-5) Zone to the Residential Neighborhood (RN) Zone.

3. EFFECTIVE DATE OF ORDINANCE.

This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED to the Wilsonville City Council and read the first time at a meeting thereof on the 18th day of April, 2022, and scheduled the second reading on the 2nd day of May, 2022, 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 2nd day of May 2022, by the following votes:

Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 2nd day of May, 2022.

JULIE FITZGERALD, MAYOR

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Zoning Order DB21-0073 Including Legal Description and Sketch Depicting Zone Map Amendment
- B. Zone Map Amendment Findings
- C. Development Review Board Panel A Resolution No. 402 Recommending Approval of Zone Map Amendment

**BEFORE THE CITY COUNCIL OF
THE CITY OF WILSONVILLE,
OREGON**

In the Matter of the Application of)
West Hills Land Development LLC)
for a Rezoning of Land and Amendment) **ZONING ORDER DB21-0073**
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 DB21-0073, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

The Council finds that the subject property (“Property”), legally described and shown on the attached legal description and sketch, has heretofore appeared on the Clackamas County zoning map Rural Residential Farm Forest 5-Acre (RRFF-5).

The Council having heard and considered all matters relevant to the application for a Zone Map Amendment, including the Development Review Board record and recommendation, finds that the application should be approved.

THEREFORE IT IS HEREBY ORDERED that The Property, consisting of approximately 10.46 acres located north of SW Frog Pond Lane at 6725 SW Frog Pond Lane comprising Tax Lots 401 and 402 of Section 12D, as more particularly shown and described in the attached legal description and sketch, is hereby rezoned to Residential Neighborhood (RN), subject to conditions detailed in this Order’s adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order.

Dated: This 2nd day of May, 2022.

JULIE FITZGERALD, MAYOR

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney

ATTEST:

Kimberly Veliz, City Recorder

Attachment: Legal Description and Sketch Depicting Land/Territory to be Rezoned

EXHIBIT A
LEGAL DESCRIPTION
FROG POND OAKS ANNEXATION

October 5, 2021 (Otak #20141)

That property described in Quitclaim Deed to Sheri L. Miller recorded June 1, 2017 as Document No. 2017-036685, Clackamas County Records, in the southeast quarter of Section 12, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, further described as follows:

BEGINNING at the southeast corner of said Miller property from which a 5/8 inch iron rod with no cap was found bearing North 01°39'46" East a distance of 0.11 feet, said POINT OF BEGINNING also being a point on the north right of way line of S.W. Frog Pond Lane, North 01°40'13" East a distance of 1748.96 feet and North 88°35'30" West a distance of 537.57 feet from the southeast corner of said Section 12;

thence along the west lines of those properties described in Special Warranty Deed to Paul C. and Janene C. Chaney recorded January 16, 2001 as Document No. 2001-002679, and in Deed to Andrew J. Paris, Jr. et ux recorded April 5, 1972 as Document No. 72-002195, both of Clackamas County Records, North 01°39'46" East a distance of 898.20 feet to a point on the south line of Parcel II of Partition Plat No. 1991-43;

thence along said south line of Parcel II, North 88°46'45" West a distance of 507.70 feet to the northeast corner of that property described in Statutory Warranty Deed to Darrell R. and Sandi L. Lauer recorded June 13, 2018 as Document No. 2018-036152, Clackamas County Records;

thence along the east line of said Lauer property, South 01°40'13" West a distance of 896.54 feet to a point on said north right of way line;

thence along said north right of way line, South 88°35'30" East a distance of 507.81 feet to the POINT OF BEGINNING.

Contains 10.46 acres, more or less.

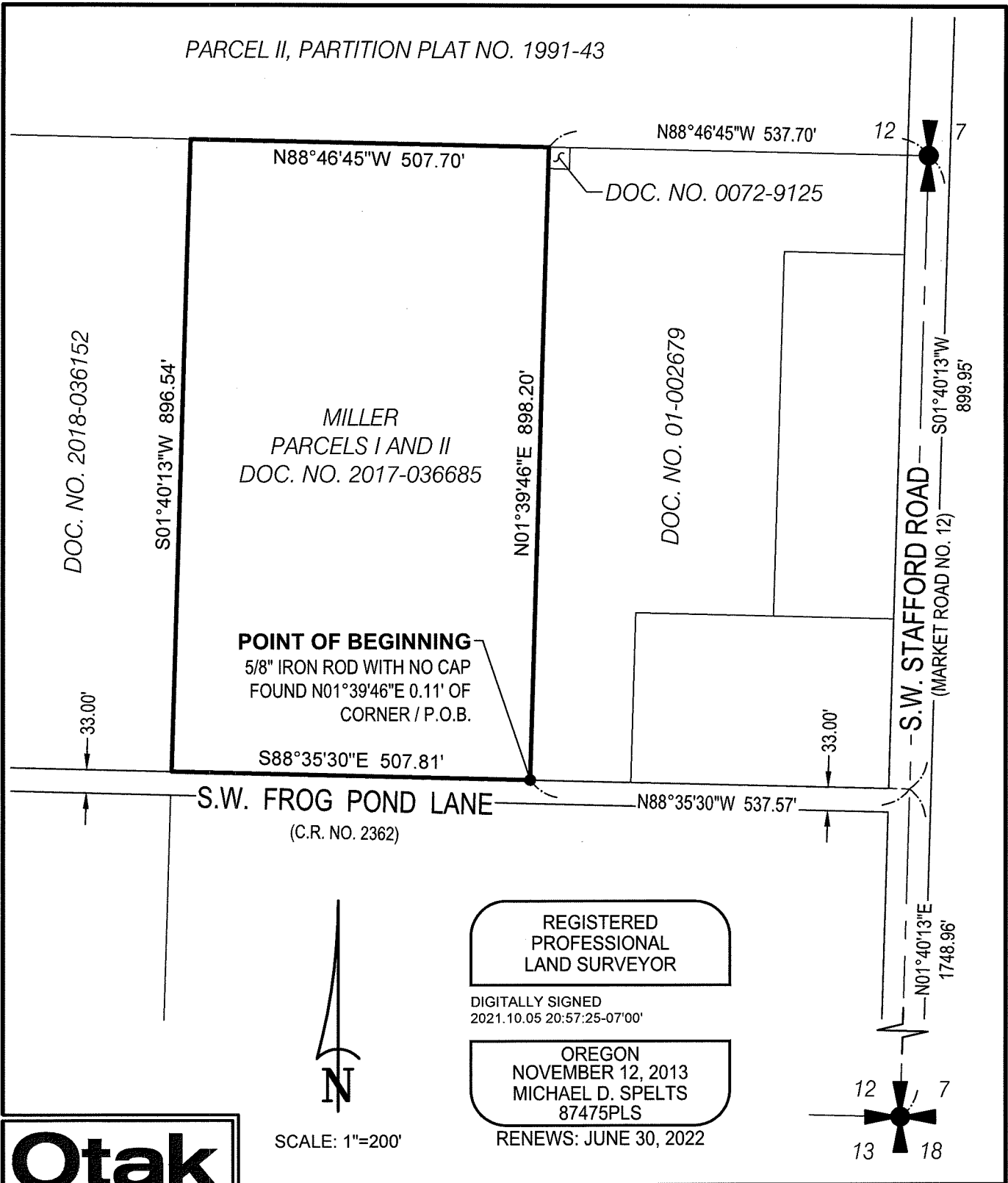
REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2021.10.05 20:57:43-07'00'

OREGON
NOVEMBER 12, 2013
MICHAEL D. SPELTS
87475PLS

RENEWES: JUNE 30, 2022

PARCEL II, PARTITION PLAT NO. 1991-43



Otak

808 SW 3rd Ave., Ste. 800
 Portland, Oregon 97204
 Phone: (503) 287-6825
 www.otak.com
 project: 20141

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

DIGITALLY SIGNED
 2021.10.05 20:57:25-07'00'

OREGON
 NOVEMBER 12, 2013
 MICHAEL D. SPELTS
 87475PLS

RENEWS: JUNE 30, 2022

SCALE: 1"=200'

EXHIBIT A PAGE 2 OF 2

FROG POND OAKS ANNEXATION AREA
 IN THE SOUTHEAST QUARTER, SECTION 12, TOWNSHIP 3 SOUTH,
 RANGE 1 WEST, WILLAMETTE MERIDIAN
 CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

OCTOBER 5, 2021



Ordinance No. 862 Exhibit B
Zone Map Amendment Findings

Frog Pond Oaks 41-Lot Subdivision

City Council
Quasi-Judicial Public Hearing

Hearing Date: April 18, 2022
Date of Report: April 5, 2022

Application No.: DB21-0073 Zone Map Amendment

Request: The request before the City Council is a Zone Map Amendment for approximately 10.46 acres.

Location: 6725 SW Frog Pond Lane. The property is specifically known as TLID 401 and 402, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon.

Owners: Sheri Miller and James Mehus

Applicant: West Hills Land Development LLC (Contact: Dan Grimberg)

Applicant's Rep.: OTAK, Inc. (Contact: Li Alligood AICP)

Comprehensive Plan Designations: Residential Neighborhood

Zone Map Classification (Current): Rural Residential Farm Forest 5-Acre (RRFF-5)

Zone Map Classification (Proposed Concurrent with Annexation): Residential Neighborhood (RN)

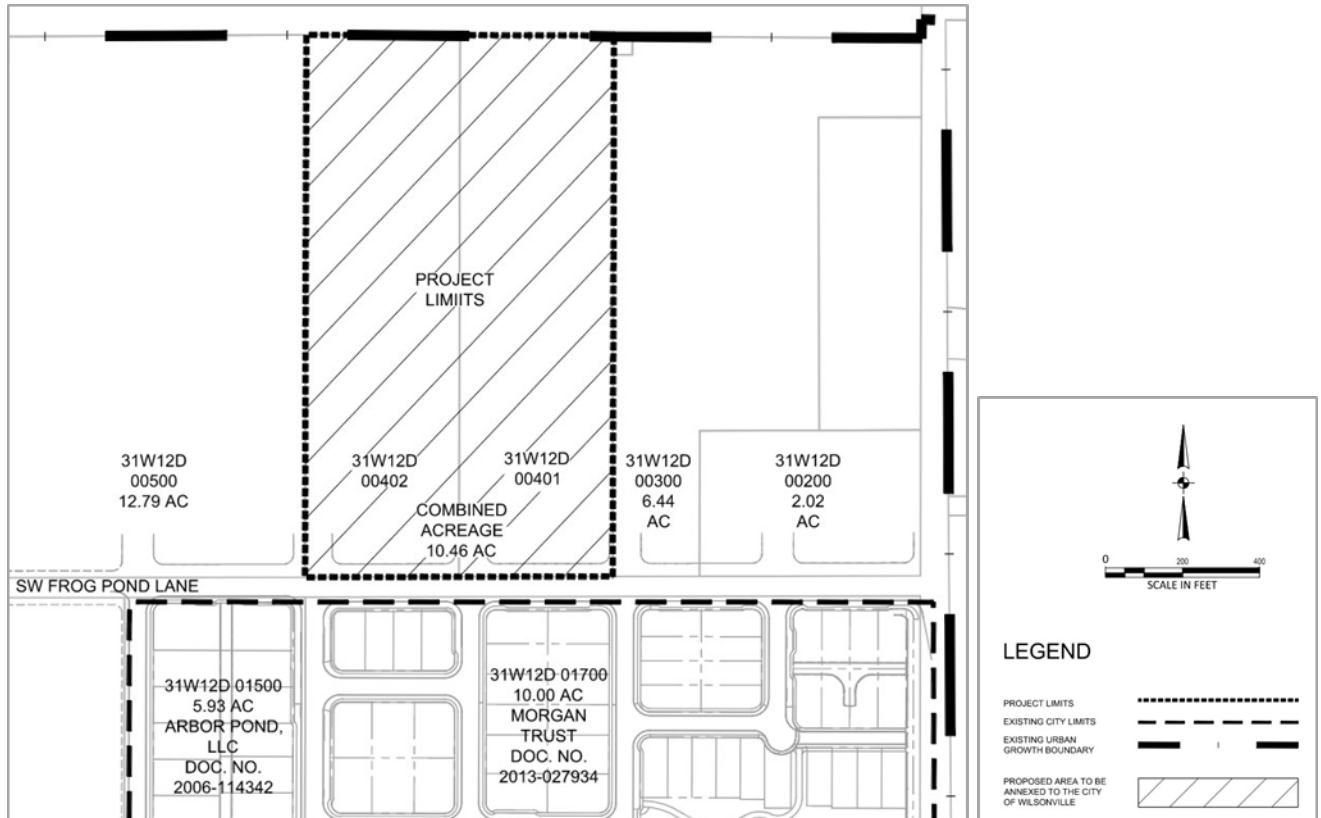
Staff Reviewer: Cindy Luxhoj AICP, Associate Planner

Staff/DRB Recommendation: Adopt the requested Zone Map Amendment.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.110	Zones
Section 4.127	Residential Neighborhood (RN) Zone
Section 4.197	Zone Changes
<u>Comprehensive Plan and Sub-elements:</u>	
Citizen Involvement	
Urban Growth Management	
Public Facilities and Services	
Land Use and Development	
Plan Map	
Area of Special Concern L	
Transportation Systems Plan	
Frog Pond West Master Plan	
<u>Regional and State Law and Planning Documents</u>	
Statewide Planning Goals	

Vicinity Map



Summary:

Zone Map Amendment (DB21-0073)

Concurrent with the adoption of the Frog Pond West Master Plan, the City added a new zoning district, Residential Neighborhood (RN), intended for application to the Master Plan area. The applicant proposes applying the RN Zone to the annexed area consistent with this intention.

Conclusion and Conditions of Approval:

Staff and the Development Review Board recommend approval with the following condition:

Request: DB21-0073 Zone Map Amendment

This action is contingent upon annexation of the subject properties to the City of Wilsonville (DB21-0072).

Findings:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General Section 4.008

The City's processing of the application is in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

The owners of all property included in the application signed the application forms. West Hills Land Development LLC initiated the application with their approval.

Request: DB21-0073 Zone Map Amendment

As described in the Findings below, the request meets the applicable criteria or will by Conditions of Approval.

Comprehensive Plan

"Residential Neighborhood" on Comprehensive Plan Map, Purpose of "Residential Neighborhood" Designation
Policy 4.1.7.a.

B1. The subject area has Comprehensive Plan Map Designation of "Residential Neighborhood" enabling implementation of the Frog Pond West Master Plan adopted for the subject area.

"Residential Neighborhood" Zone Applied Consistent with Comprehensive Plan
Implementation Measure 4.1.7.c.

B2. The applicant requests the subject area receive the zoning designation of Residential Neighborhood (RN) as required for areas with the Comprehensive Plan Map Designation of "Residential Neighborhood".

Safe, Convenient, Healthful, and Attractive Places to Live
Implementation Measure 4.1.4.c.

B3. The proposed RN zoning allows the use of planned developments consistent with the legislatively adopted Frog Pond West Master Plan, enabling development of safe, convenient, healthful, and attractive places to live.

Residential Density

Implementation Measure 4.1.4.u.

- B4.** The subject area will be zoned RN allowing application of the adopted residential densities of the Frog Pond West Master Plan. The sub-districts established in the Frog Pond West Master Plan govern the allowed residential densities.

Development Code

Zoning Consistent with Comprehensive Plan

Section 4.029

- B5.** The applicant requests a zone change concurrently with a Stage I Preliminary Plan, Stage II Final Plan, and other related development approvals. The proposed zoning designation of RN is consistent with the Comprehensive Plan “Residential Neighborhood” designation. See also Finding B2 above.

Base Zones

Subsection 4.110 (.01)

- B6.** The requested zoning designation of RN is among the base zones identified in this subsection.

Residential Neighborhood (RN) Zone

Purpose of the Residential Neighborhood (RN) Zone

Subsection 4.127 (.01)

- B7.** The request to apply the RN Zone on lands designated “Residential Neighborhood” on the Comprehensive Plan Map enables a planned development process implementing the “Residential Neighborhood” policies and implementation measures of the Comprehensive Plan and the Frog Pond West Master Plan.

Permitted Uses in the Residential Neighborhood (RN) Zone

Subsection 4.127 (.02)

- B8.** Concurrent with the zone map amendment request the applicant requests approval of a 41-lot residential subdivision. Single-family dwelling units, Duplex, Triplex, Quadplex, Cluster Housing, Cohousing, Cluster Housing (Frog Pond West Master Plan), open space, and public and private parks are among the permitted uses in the RN Zone.

Residential Neighborhood (RN) Zone Sub-districts and Residential Density

Subsection 4.127 (.05) and (.06)

- B9.** The proposed uses, number of lots, preservation of open space, and general block and street layout are generally consistent with the Frog Pond West Master Plan. Specifically in regards to residential land use lot count, the proposed Stage I area includes portions of medium lot Sub-district 11 and small lot Sub-district 10. The following table summarizes how the proposed residential lots in each Sub-district are generally consistent with the Master Plan

recommendations. While the applicant proposes 29 lots in Sub-district 11, which is one (1) more than the minimum number in the range for this part of the subdivision, 12 lots are proposed in Sub-district 10, which falls short of the proportional density requirement by three (3) lots.

Sub-district and Land Use Designation	Gross Site Area (ac)	Percent of Sub-district	Established lot range for Sub-district	Lot Range for Site	Proposed Lots	Total lots within Sub-district - Approved and Proposed
10 – R-5	2.8	50.2%	30-38	15-19	12	5 Approved 12 Proposed 17 Total
11 – R-7	7.7	60.3%	46-58	28-35	29	24 Approved 29 Proposed 53 Total
Total	10.5			41-54	41	

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.

Three (3) fewer lots than the minimum density are proposed due to a combination of factors related to topography, infrastructure needs, and provision of non-residential uses. As described by the applicant, due to the overall site’s topography and drainage pattern, two large stormwater tracts proposed to be located in Sub-district 10 to manage stormwater from both Sub-districts 11 and 10. Although low impact development approach (LIDA) facilities are proposed on the extension of SW Windflower Street (Public Street C), SW Trillium Street (Public Street D), SW Frog Pond Lane, and SW Willow Creek Drive, adding additional LIDA facilities to the site will not mitigate the need for, or reduce the size of the two stormwater facilities proposed in Tracts A and B.

As further described by the applicant, due to the street alignments and extensions required by the Frog Pond West Master Plan, the proposed lots in Sub-district 10 are limited in configuration and location. Proposed Lots 1-6, bounded by SW Windflower Street (Public Street C), SW Frog Pond Lane, SW Willow Creek Drive, and SW Larkspur Terrace in the SW corner of the sub-district, are all larger than minimum lot size requirements. An additional lot abutting SW Windflower Street (Public Street C) could meet the minimum 35-ft. width and 60-ft. depth requirement, but could not meet the minimum 4,000 sq. ft. lot area standard. The total area of this block, minus Tract A, is approximately 28,000 sq. ft. Assessing area alone, there is space to create one (1) additional lot, which would be seven (7) lots. However, given the constraints of the required street system, and placement of a stormwater management facility, only six (6) lots can practically fit, while meeting

minimum lot standards. As a result, the lots, as proposed, are larger than the minimum standard of Sub-district 10, but still smaller than those proposed in the medium lot Sub-district 11/R-7 portion of the site.

The proposed development of 12 lots, rather than the minimum of 15 lots, in this portion of Sub-district 10 exceeds the minimum lot development standards while preserving significant trees, providing adequate stormwater management infrastructure, and allowing for compliant future development within the Master Plan area. The configuration of lots proposed will allow for buildout of these sub-districts consistent with the Master Plan recommendations.

**DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 402**

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF AN ANNEXATION AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN) OF APPROXIMATELY 10.46 ACRES, AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I PRELIMINARY PLAN, STAGE II FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT, TYPE C TREE PLAN, WAIVER AND ABBREVIATED SROZ MAP VERIFICATION FOR A 41-LOT RESIDENTIAL SUBDIVISION. THE SUBJECT SITE IS LOCATED AT 6725 SW FROG POND LANE ON TAX LOTS 401 AND 402, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. OTAK, INC. – REPRESENTATIVE FOR WEST HILLS LAND DEVELOPMENT, LLC – APPLICANT AND SHERI MILLER AND JAMES MEHUS – OWNERS.

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the Planning Staff has prepared the staff report on the above-captioned subject dated April 4, 2022, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a scheduled meeting conducted on April 11, 2022, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated April 4, 2022, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:


DB21-0072 through DB21-0079, and SI21-0005; Annexation, Zone Map Amendment, Stage I Preliminary Plan, Stage II Final Plan, Site Design Review of Parks and Open Space, Tentative Subdivision Plat, Class C Tree Plan, Waiver, and Abbreviated SROZ Map Verification.

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 11th day of April, 2022 and filed with the Planning Administrative Assistant on April 12, 2022. This resolution is final on the 15th calendar day after the postmarked date of the written notice of decision per *WC Sec 4.022(.09)* unless appealed per *WC Sec 4.022(.02)* or called up for review by the Council in accordance with *WC Sec 4.022(.03)*.



Jean Swadlenka, Chair – Panel A
Wilsonville Development Review Board

Attest:



Shelley White, Planning Administrative Assistant

File Attachments for Item:

INFORMATIONAL ITEMS – No Council Action Necessary

PROCLAMATION
BUILDING SAFETY MONTH
MAY 2022

WHEREAS: The community members of Wilsonville spend considerable time at home, at school, work, worship, and play in buildings; and

WHEREAS: Our city places a high value on ensuring buildings are safe for the protection of its community members from disasters such as fire, wind storms, earthquakes, landslides, floods, and other natural hazards; and

WHEREAS: “Safety for All: Building Codes in Action” the national theme for Building Safety Month, encourages community members to raise awareness of the importance of building and maintaining safe structures, fire prevention, disaster mitigation, water conservation, ADA accessibility, energy efficiency, alternative energy, and new technologies in the construction industry; and

WHEREAS: The effective administration of building safety codes affects our community and gives us confidence that our structures are safe and sound; and

WHEREAS: Our confidence is achieved through the devotion of professional building inspectors, fire prevention officers, design professionals, and licensed contractors - who work year-round to ensure the construction of safe, durable, and sustainable buildings; and

WHEREAS: In observance of Building Safety Month, Wilsonville community members are reminded about the benefits of safe and sustainable spaces whether at home, at work, or places where we gather in our communities.

NOW, THEREFORE, I, Julie Fitzgerald, Mayor of the City of Wilsonville, do hereby proclaim the month of May 2022 as:

BUILDING SAFETY MONTH

I encourage all Wilsonville residents to join communities across America with participation in Building Safety Month activities.

Dated this 18th day of April 2022.

Julie Fitzgerald, Mayor

From The Director's Office

Greetings!

It was 20 years ago this month that the City began its partnership with Friends of Trees (FOT) Green Space Program. To mark the occasion, a planting event was held at the first natural area site restored with Friends of Trees, which is located along the riparian fringe of the Willamette River in Memorial Park. Instead of planting trees, volunteers planted shrubs in the understory to improve the complexity and diversity of the forest. Over the last twenty years in other locations throughout Wilsonville, the partnership with Friends of Trees has resulted in dozens of community wide tree planting events, enhancing many acres of publicly owned property by removing invasive species and planting native conifers and deciduous trees and shrubs.



More recently, the partnership has grown to include FOT's Neighborhood Trees Program. During the fall of 2021, Friends of Trees worked with residents, community groups, and volunteers to plant 112 trees during two city-wide tree planting events. Friends of Trees will be hosting another tree planting opportunity this spring to assist with the restoration of the city's street tree canopy to replenish neighborhoods impacted by the devastating ice storm of 2021. At the spring event, scheduled for Saturday, April 23, Wilsonville residents will have another opportunity to work with Friends of Trees to acquire trees for their property, along the street or in their front yards. In addition, the event highlights the importance of other spring themed celebrations such as Arbor Month and Earth Day.

How does it work? Interested residents sign up with Friends of Trees (friendsoftrees.org) to select high quality trees from a list of approved, appropriate, site-specific trees. The FOT partnership with the City of Wilsonville allows for several services to be offered at a low cost to residents, including large tree stock, tree selection support, tree placement assessment, hole digging and tree planting, and first-summer health monitoring. While the cost to the resident is only \$35 per tree, Friends of Trees wants to make sure that trees are available to all, especially residents to whom cost is a barrier.

It is amazing to think about the contributions of thousands of citizens over two decades and the impact that those efforts have made on improving the environment for the livability of everyone, including the native wildlife that call these places home.

Respectfully submitted,
Chris Neamtzu, AICP
Community Development Director

Building Division

Building Division—Project Highlights—Busy Times on 95th Street

State DAS Renovation

The Building Division recently issued permits for a \$59 Million renovation of the old Microsoft Building on 95th Street. In 2020, the State Department of Administrative Services (DAS) purchased the building. Since then, DAS hired SERA Architects to create a functional design. Once the design was settled, SERA began working to obtain permits to completely remodel it into a state of the art facility that will house State tenants. The contractor is Lease-Crutchler Lewis. The project duration is expected to be a multi-year effort as the building is transformed and upgraded to meet multiple tenant needs and to comply with modern seismic codes. Below is an aerial view looking north with 95th street running on the right side of the building.



Shredding Systems Warehouses

Immediately to the south of the DAS building are two new warehouses that are being built by Perlo Construction for Shredding Systems (pictured right, looking south with 95th Street on the left). These warehouses will provide much needed expansion space for a growing company. Construction is well underway with the roof being installed on both buildings. The projects are expected to be completed by the end of 2022.



Economic Development Division

Perception IS Reality

Because perception is reality, high-quality outbound marketing should be a core pillar of any economic/business development strategy. We want existing Wilsonville companies to know we are here to help them achieve their business goals and we want the world outside Wilsonville to know what a great place this is to do business and develop property.

As such, we have launched a newsletter aimed at local businesses, to provide them timely information, resources, and technical assistance. ([SIGN UP FOR THE EMAIL NEWSLETTER HERE](#))

The next phase of marketing efforts includes a sibling newsletter that targets the development community and our partner agencies, keeping them fully up-to-date on all the good work being done by and in the City of Wilsonville. This will help keep Wilsonville top of mind for new partnerships, grants, development opportunities (Town Center, anyone?), etc. Perception is reality, and we want to be the ones telling and broadcasting the Wilsonville story. It's a good one.

WIN

In Oregon and in Wilsonville, we offer incentives for business development, but our programs complement and supplement a value proposition that goes far beyond, "Free Money!", and they are designed to reward community-minded companies that pay livable wages, are locally-owned, and who are committed to shared values, like Diversity, Equity, and Inclusion.

Wilsonville's "WIN" incentive program (Wilsonville Investment Now) is unique in the State of Oregon. It was instrumental in securing the recruitment of TWIST Bioscience. It deserves more attention than it's received up to this point. To that end, staff has rebranded the program and aims to do more in the coming months to elevate its profile in the state and beyond.

Other

- Facilitating the development of a new Urban Renewal Strategy, with a consultant team and the oversight of the city's Urban Renewal Task Force
- Collaborating with the Planning Division to create a Vertical Housing Development Zone (VHDZ) in Villebois Village Center and Town Center, to incentivize the development of new mixed-use, multi-story projects
- Working with Clackamas Sustainability to help roll out the Metro Food Scrap Collection Requirement
- Studying and modeling a potential Construction Excise tax for Affordable Housing, and collaborating with Clackamas Community College to plan a Business Summit on the topics of workforce development and programming at the Wilsonville Clackamas Community College campus
- Developing a strategy for land aggregation and marketing of the Coffee Creek Industrial Area



Engineering Division, Capital Projects

2022 Street Maintenance:

- **Curb Ramp Replacement (4014/4118)** Curb ramp replacements and upgrades are currently under design for the 2023 Street Maintenance summer construction season. The Engineering Division has opted to construct all curb ramp replacements/upgrades in advance of street maintenance work to streamline in-street maintenance and restoration work. Curb ramp work is tentatively planned to begin fall 2022 and complete by spring 2023.
- **Slurry Seal (4014)** The City of Wilsonville, along with various other local jurisdictions, has partnered with City of Hillsboro in a Joint Cooperative Procurement method to find savings in economies of scale. City of Hillsboro advertised the Slurry Seal Schedule on Wednesday, February 16, 2022 and bids were received by Hillsboro on Wednesday, March 9, 2022. Bids are currently being reviewed by Wilsonville staff and the construction contract to the lowest, responsive bidder will be going to Wilsonville City Council for approval and award in the upcoming months. Slurry seal work is to occur after July 1, 2022.

5th Street/Kinsman Road Extension (1139/2099/4196)

This project involves the design and construction of the extension of 5th Street and Kinsman Road between Boones Ferry Road and Wilsonville Road, including water, sewer, storm, franchise utility extension, and installation of a portion of the Ice Age Tonquin Trail. Sewer, storm, and water pipeline installation and overhead utility undergrounding on Boones Ferry Road between Bailey Street and 5th Street is underway. Construction of the 5th Street Bridge over Coffee Creek is underway. Construction will continue through January 2023.



95th Avenue Storm Pipe Repairs (7062)

This project replaces collapsed and crushed portions of existing storm pipeline on 95th Avenue. The goal of this project is to replace these sections of pipe prior to work being performed by Willamette Water Supply Program for the construction of PLM_1.3 which is scheduled for the middle of 2022. The project's construction contract was executed with Braun Construction on March 3, 2022, the project will be completed before June 30, 2022.

Boberg Diversion Structure Replacement (2100)

This project replaces the outdated Boberg Road wastewater diversion structure to improve wastewater collection system functionality and ensures available capacity for upstream development in the Coffee Creek and Basalt Creek areas into the future. Due to contractor delay issues, construction is being postponed to early spring 2022 when weather is better suited for sanitary sewer bypass pumping and permanent asphalt repair work.

Engineering Division, Capital Projects

Boeckman Road Corridor Project (BRCP) **(4212/4206/4205/2102/7065)**

This project involves the design and construction of the Boeckman Dip Bridge, Boeckman Road Improvements (Canyon Creek Road – Stafford Road), Canyon Creek Traffic Signal, and Boeckman Road Sanitary Sewer projects. Four proposals from progressive design build teams have been received and are under review. Selection of the most qualified team to design and construct the BRCP is anticipated in May 2022.



Boeckman Road Corridor Project

I-5 Pedestrian Bridge (4202)

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. The Mobility Advisory Committee (MAC), in coordination with ODOT, recently approved the traffic control plan that will be used during construction. The design team is wrapping up this phase of the design work until construction funding is identified.

Old Farm Road Phase I (1500/2500/4500/7500)

This project includes paving, storm sewer, sanitary sewer, and water line improvements to Old Farm Road, Arbor Glen Loop, and Arbor Glen Court in the Charbonneau development. The contract was awarded to Braun Construction in April 2021. Construction began in June 2021 and was completed in March 2022.

Priority 1B Water Distribution Improvements (1148)

This project constructs water distribution piping improvements to correct fire flow deficiencies identified in the Water Distribution System Master Plan. Fiscal year 2021-2022 improvements include 8-inch pipeline upgrades on Jackson Way and Evergreen Avenue and an 8-inch loop connection north of Seely Avenue. August and September work consisted of professional surveyors collecting required topographic and underground utility data needed for design. Design work occurred internally within the Engineering Division over the winter with bidding and construction happening in late spring to early summer 2022.

Raw Water Facility Improvements

This project is a capital improvement project under management of the Willamette Water Supply Commission and Tualatin Valley Water District. Improvements include seismic upgrades to the existing intake facility and river embankment and installation of a 66-inch raw water pipe and 8-inch domestic City water pipe. Phase I work is complete. The contractor has demobilized until summer 2022.

Rivergreen and Corral Creek Lift Stations (2105)

This project involves upgrading the Rivergreen and Corral Creek wastewater lift stations. The design contract was awarded to Murraysmith in October 2020. Design was completed in December 2021, with construction anticipated for completion by December 2022.

Engineering Division, Capital Projects

Village Greens Circle & Edgewater Lane (1500/2500/4500/7500)

Village Greens Circle and Edgewater Lane are the next two rounds of Charbonneau Utility Repair in the Charbonneau District of Wilsonville. The Request for Proposal (RFP) for design and construction services was advertised in early February 2022 with proposals due on March 9, 2022. Design work for these two projects will continue through the 2022 calendar year with construction of the Village Greens Circle project starting in early 2023. Edgewater Lane work will tentatively begin in early 2024.

Water Management & Conservation Plan Update (1138):

This project includes preparation and submission of the Water Management and Conservation Plan (WMCP) to the State of Oregon Water Resources Department in accordance with the conditions of the City's water rights permits and OAR Chapter 690, Division 086. As a major water supplier, the City of Wilsonville must demonstrate efficient use of the state's water resources through preparation of a water management and conservation plan every ten years and a progress report every five years. The next WMCP is due by August 1, 2022. Tasks performed in March 2022 included the project kick-off meeting and data gathering.

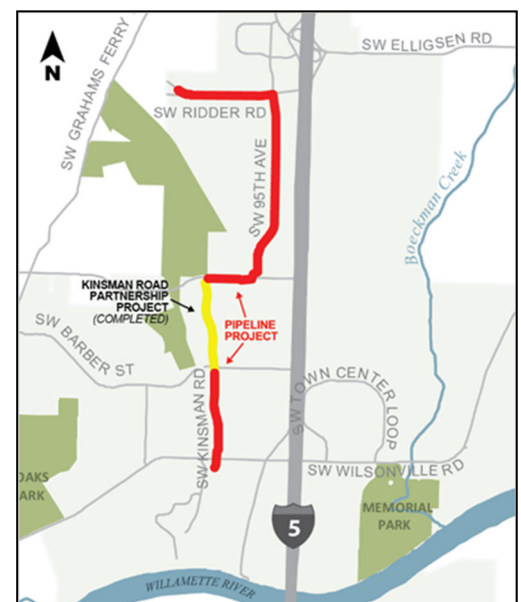
WTP Expansion to 20 MGD (1144)

This project will expand the Water Treatment Plant (WTP) capacity to 20 MGD and incorporate related WTP capital improvements. A Construction Manager/ General Contractor (CMGC) alternative contracting method was approved by City Council in March 2020. An engineering contract was awarded to Stantec in July 2020. The CMGC contract was awarded to Kiewit in August 2021. City Council approved an early work package for ozone generator replacement in October 2021. Final design was completed in coordination with the CMGC in March 2022, followed by construction through FY 2022-2023.

WWSP Coordination (1127)

Ongoing coordination efforts continue with the Willamette Water Supply Program (WWSP). Here are the updates on major elements within Wilsonville:

- **Phase 1, Wilsonville Road (PLM_1.1)** Arrowhead Creek Lane to Wilsonville Road—**COMPLETE**
- **Phase 2, Garden Acres Road to 124th (PLM 1.2)** Ridder Road to Day Road—**COMPLETE**
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM 1.3)** The WWSP is coordinating with the City of Wilsonville to construct 12,200 feet of a 66-inch water pipeline from just south of Wilsonville Road and Kinsman Road intersection to Garden Acres Road. It will connect the remaining portion of the pipeline through Wilsonville and follows Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road.
 - Construction of the PLM_1.3 pipeline is anticipated to begin in summer 2022 with completion in 2024.
 - 90% design plans are expected to be submitted to the City for review in spring 2022.



Wastewater Treatment Plant (WWTP) Master Plan (2104)

This project will evaluate capacity of WWTP processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. The engineering contract was awarded in May 2020 and the project is anticipated to be completed by the end of 2022.

Engineering Division, Private Development

Canyon Creek South Phase 3

This is a five lot subdivision on Canyon Creek Road South. The project is currently under review. The developer will select a contractor and schedule a pre-construction meeting with the city.

Charbonneau Activity Center

Final inspections by Engineering are complete. The project is wrapping up.

Coffee Creek Logistics Center (Panattoni Warehouse)

This project is located on the southwest corner of Clutter Road and Garden Acres Road. Onsite work continues. PGE has relocated power poles to allow street improvements on Clutter Road to begin. Street improvements began at the end of March.

Frog Pond Ridge

This is a 71-lot subdivision north of Frog Pond Meadows. The contractor has installed majority of utilities in Phase 1 and has begun installing utilities associated with Phase II. Phase I paving is set to occur in early April.

Magnolia 6-Plex

A small development in Old Town that will require sanitary, storm, and water facilities. Sanitary and water have been installed. Construction of storm facilities and final paving will occur next.

Northstar Contractor Establishment—Clay Street

This project is located in Washington County and onsite improvements are subject to the Washington County permit process. The street improvements are under the City of Wilsonville permit. The contractor is working on final items before a final walk-through for punch list items.

Parkway Woods

This project involves a parking lot update and building modifications at the Xerox campus (formerly Tektronix). A series of stormwater planters will be included to bring the parking lot up to today's standards. Construction of stormwater facilities continues.

SSI Shredding

Site plans were submitted for two additional buildings on the existing site, along with sidewalk, sanitary, and water additions. Onsite work continues. The contractor has installed water services.

Villebois Clermont

Grading and demolition have begun for Clermont, a 87-lot subdivision in Villebois. A portion of utilities have been installed and tested. A portion of the curbs have been installed. Paving of Phase I is anticipated to occur in early April. Plans for Villebois Clermont Regional Park 5 and 6 are under review by the City.

Wilsonville High School Auditorium

The school district will be adding a new water line, sanitary force main, and storm facilities. Onsite work continues.

Wood Middle School

Additions to Wood Middle School will require a new stormwater facility. Building modifications are nearing completion; the stormwater facility has not been started yet.

Engineering Division, Natural Resources

Stormwater System Annual Inspection and Maintenance Reports

The City has stormwater maintenance agreements with property owners for the operation and maintenance of private stormwater systems. By May 1st of each year, an annual inspection and maintenance report is due from the owner or responsible party (e.g., management company, Home Owners Association). In March, City staff mailed letters to property owners or responsible parties, including a report form, reminding them to submit their annual report. The required information includes the inspection date and any maintenance, repair, or replanting activities that were completed. After receiving the reports, City staff conducts an inspection to verify the information in the report.



Planning Division, Current

Construction Permit Review, Development Inspections, and Project Management

In February, Planning staff worked with developers and contractors to ensure construction of the following projects are consistent with Development Review Board and City Council approvals:

- Clermont Subdivision (Villebois Phase 5 North)
- Panattoni Development Company warehouse on Clutter Road
- Parkway Woods industrial campus
- Residential subdivisions in Frog Pond West
- Wilsonville High School Performing Arts Center
- Wood Middle School improvements

Development Review Board (DRB)

During their March 14 Meeting DRB Panel A held a public hearing for an additional 38-lot subdivision in Frog Pond West called Frog Pond Vista. Following the hearing the board members unanimously approved the proposal contingent on City Council approval of the required annexation and zone map amendment.

During their March 28 Meeting DRB Panel B held a public hearing for an additional 17-lot subdivision in Frog Pond West called Frog Pond Estates. Following the hearing the board members unanimously approved the proposal contingent on City Council approval of the required annexation and zone map amendment. The proposed annexation and zone map amendment also include the site of a future primary school along Boeckman Road. Also at the meeting the Panel elected Nicole Hendrix to serve as chair for 2022 and Jason Abernathy to serve as vice chair. In addition, the Panel welcomed their newest member, John Andrews.

DRB Projects Under Review

During February, Planning staff actively worked on the following major projects in preparation for potential public hearings before the Development Review Board:

- Five (5) subdivisions in Frog Pond West
- Industrial building between Garden Acres Road and Grahams Ferry Road
- Gas Station and Convenience Store on Boones Ferry Road north of Wilsonville Road
- Storage yard and related improvements on Boones Ferry Road
- Industrial building at the corner of Kinsman Road and Boeckman Road



Perspective of Proposed Industrial Building at Kinsman and Boeckman from Boeckman Road

Planning Division, Long Range

Aurora Airport

Aurora Airport Master Plan Policy Advisory Committee Meeting #2 and Public Open House #1

On Tuesday, March 1 the Oregon Department of Aviation (ODAV) conducted Policy Advisory Committee (PAC) meeting #2 on the Aurora Airport Master Plan. The meeting was attended by over 60 individuals. Following distribution of three draft chapters of the Master Plan document totaling over 75 pages three days prior to the PAC meeting, there was not sufficient time to read and absorb the substantial technical information contained in the materials prior to the PAC meeting. In response to concerns raised by staff, ODAV staff did offer to conduct an additional working session with interested PAC members and Century West Consultants to allow for PAC members to delve deeper into the presented materials. The working session was held April 5.

The first three chapters of material include:

- Introduction
- Existing Conditions Analysis (41 pages)
- Aviation Activity Forecasts (28 pages)

PAC meeting #2 was immediately followed by Public Open House #1, where an abbreviated presentation was made by the Century West consultant team, followed by citizen input and Q and A. The project team had very few answers to many of the questions raised, and stated that all questions would be written-up with responses prepared as part of the summary notes and minutes that will be prepared for the two meetings.

Aurora Airport Good-Neighbor Policies

As an affected jurisdiction, it is important to articulate the relevant land use issues associated with being a neighbor to an airport into local adopted policy for purposes of intergovernmental coordination and standing in state law. The applicable document in the City of Wilsonville is the Comprehensive Plan. This Comprehensive Plan update project aims to identify the potential positive and negative impacts of the Airport's current operations and planned future growth for Wilsonville residents and businesses, and to adopt Comprehensive Plan policies to memorialize and address the highest priority issues pertaining to the interrelationships between the Aurora Airport and City of Wilsonville. In March, a survey on Let's Talk Wilsonville! continued and the project team prepared for and held online community conversations on March 9 and March 10.

Frog Pond East and South Master Plan

March began with a March 7 City Council Work Session to discuss affordable housing in Frog Pond East and South, including what should the target be for the amount and type of affordable housing in Frog Pond East and South and affirming strategies to meet the target. During the remainder of the month, the project team worked to prepare for an April 13 Planning Commission Work Session and outreach efforts in April and May. This included preparation of a Commercial Area Evaluation Memo and recommended design concepts and subdistrict boundaries to guide land use and urban design alternatives. Alternatives will be presented to the public and refined over the next couple months.



FROG POND EAST & SOUTH MASTER PLAN

Planning Division, Long Range

Inclusive Outreach Framework Refinement

Building upon outreach efforts during the Town Center and Middle Housing projects the City is reviewing and refining an outreach framework that will be the basis of ongoing outreach efforts led by the Planning Division and applicable to departments throughout the City. During March, the project team continued work including researching and evaluating past planning efforts in Wilsonville and coordinating efforts with the Frog Pond East and South team.

Planning Commission

During their March 9 meeting the Planning Commission heard a presentation on the Boeckman Road Corridor Project. The project team addressed the Commission's questions about design and construction and the Commission provided feedback on public engagement ideas for the project.

Transit-Oriented Development at the Wilsonville Transit Center

The Equitable Housing Strategic Plan identifies exploration of Transit-Oriented Development (TOD) at the Wilsonville Transit Center as a near-term implementation action. During March, staff released a Request for Qualifications (RFQ) document to be used as the first step in developer solicitation process. The City also hosted a pre-proposal meeting at the Wilsonville Transit Center, allowing interested developers to tour the project site and ask questions about the RFQ to the project team. Release of the RFQ will generate Statements of Qualifications (SOQ) from interested project developers, due to the City in late April. After evaluating the SOQs, the City will select a short list of development teams to respond to a Request for Proposals (RFP).

In March, the Oregon legislature awarded the City a \$1.9 million grant for the project to close an anticipated gap in construction costs for ground floor uses in the TOD project. This money will help fund the construction of ground floor uses including the SMART Transit Office and non-profit space, which are not typically eligible for funds through traditional affordable housing funding sources

General project information is available on the project website:

<https://ci.wilsonville.or.us/planning/page/wilsonville-transit-center-tod>

Vertical Housing Development Zones

The Equitable Housing Strategic Plan identifies creation of tax abatements to create diversity and affordability in the City's housing supply as a near-term implementation action. Additionally, the Town Center Plan identifies exploration of Vertical Housing Development Zones (VHDZ) as a short-term implementation action to encourage mixed-use development. During March, the project team sent notifications of the proposed VHDZ to affected taxing districts and began an evaluation of potential displacement impacts as required by state statute. Adoption of a VHDZ program is scheduled for consideration by City Council on May 2.



Massing Feasibility Study

General project information is available on the project website:

<https://ci.wilsonville.or.us/economic/page/vertical-housing-development-zones>

Planning Division, Long Range



WILSONVILLE TOWN CENTER PLAN

Wilsonville Town Center Plan

Infrastructure Funding Plan and Urban Renewal Analysis

The Town Center Plan identifies an Infrastructure Funding Plan and Urban Renewal Analysis as two important economic development strategies to support Plan implementation. This work will guide the City in determining how infrastructure investments in Town Center will be funded and will assess if Urban Renewal is a desirable tool to use. During March, the project team worked on developing updated cost estimates for infrastructure projects to be included within the funding analysis. The updated cost estimates will serve as the basis for development of the funding plan.

Wayfinding Kiosks and Signage

At the end of February, two new directional kiosks were installed in Murase Plaza and Town Center Park. The handsome cabinet will soon be internally illuminated, and contains a map of the city with identifying features. The backside of the kiosk can be opened and informational brochures, pamphlets and maps can be seasonally rotated in for special events for the Parks and Recreation Department.

The project team recently ran an request for proposal (RFP) for additional sign fabrication and installation services. Over the next three months, we will be upgrading signs at the Library, as well as installing the first vertically oriented park name signs in Villebois. Implementation is ongoing.





MARCH MONTHLY REPORT

FINANCE—The department where everyone counts

- **CIVICS ACADEMY:** The Finance Department was happy to showcase our department this month as a part of the Civics Academy. For this presentation, we discussed the wide variety of duties we encompass as a department: Accounts Payable, Utility Billing, Treasury, Debt, Financial Planning, accounting, and more. We took deeper dives exploring: culture, mission, core values, and key objectives of the department; with safeguarding the City's assets as forefront. Further, we provided an introduction/primer of "fund accounting" and the annual budget process. As a component to this, we try to make this as engaging and interactive as possible, and look forward to in-person presentations next year!
- **BUDGET 2022-23 :** Our Accounting team is still quite busy with budget preparation. As we noted in our presentation at the Civics Academy, we budget officially at a point in time with the best information at hand but really practice an active continuous planning process all year long. We are on track for delivery to printer on April 21. The first Budget Committee Meeting will be held May 18.
- **NEW ACCOUNTANT:** The City is excited to have Vania Heberlein back as our Accountant. After an extended period away; engaging with life, liberty, family matters, and the pursuit a variety of other interests, Vania brings back her over eleven years of experience with the City, specifically in this role. Her technical accounting knowledge, analytical acumen, systemic thinking, and her social astuteness make her a tremendous asset both to the department and our organization. In addition to her strong analytical and accounting background, Vania is also very involved in our local community. Congratulations, Vania! A big win for the City, indeed.
- **STAFFING:** The department has one remaining opening, for an Accounting Technician. We're now in the final stages of this recruitment process and are hoping to have this position filled shortly!
- **CREDIT CARD POLICY UPDATE:** The City is preparing to institute a 3% charge on credit cards for permitting, business licensing, and transit tax, which will go into effect this July. In order to avoid the charge, customers will be able to remit payments online by E-check or through mail by regular check or in person with cash or check. Credit Card use for Utility payment will continue to be free, however we are switching merchant provider to INVOICE CLOUD, which has a reduced fee (lower negotiated interchange rate specific for utility) and added bonus a much more engaging customer experience for online payments.
- **ATTACHED Monthly (MARCH) FINANCIALS:** FINANCE continues to monitor all departments for on-going budget compliance.

City of Wilsonville - Fund Summaries
Reporting Month: March FY 2022



	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
110 - General Fund				
Taxes	\$ 12,450,940	\$ 9,935,173	\$ 2,515,767	80%
Intergovernmental	2,685,330	4,980,968	(2,295,638)	185%
Licenses and permits	169,850	154,326	15,524	91%
Charges for services	699,990	404,104	295,886	58%
Fines and forfeitures	315,000	110,623	204,377	35%
Investment revenue	91,000	8,359	82,641	9%
Other revenues	16,349,824	16,450,438	(100,614)	101%
Transfers in	4,637,855	3,073,467	1,564,388	66%
TOTAL REVENUES	\$ 37,399,789	\$ 35,117,459	\$ 2,282,330	94%
Personnel services	\$ 10,076,512	\$ 6,168,947	\$ 3,907,565	61%
Materials and services	26,678,542	21,491,656	5,186,886	81%
Capital outlay	20,000	-	20,000	0%
Transfers out	5,874,077	973,138	4,900,939	17%
TOTAL EXPENDITURES	\$ 42,649,131	\$ 28,633,740	\$ 14,015,391	67%
610 - Fleet Fund				
Charges for services	\$ 1,489,124	\$ 1,116,833	\$ 372,292	75%
Investment revenue	7,500	2,407	5,093	32%
TOTAL REVENUES	\$ 1,496,624	\$ 1,189,197	\$ 307,427	79%
Personnel services	\$ 826,900	\$ 550,494	\$ 276,406	67%
Materials and services	671,135	553,016	118,119	82%
Transfers out	2,400	1,800	600	75%
TOTAL EXPENDITURES	\$ 1,543,435	\$ 1,148,218	\$ 395,217	74%
230 - Building Inspection Fund				
Licenses and permits	\$ 1,060,463	\$ 1,991,630	\$ (931,167)	188%
Charges for services	11,700	7,215	4,485	62%
Investment revenue	12,000	5,334	6,666	44%
Transfers in	41,545	31,158	10,387	75%
TOTAL REVENUES	\$ 1,125,708	\$ 2,035,336	\$ (909,628)	181%
Personnel services	\$ 1,132,650	\$ 624,511	\$ 508,139	55%
Materials and services	176,948	171,617	5,331	97%
Transfers out	522,520	263,862	258,658	50%
TOTAL EXPENDITURES	\$ 1,832,118	\$ 1,059,989	\$ 772,129	58%
231 - Community Development Fund				
Intergovernmental	\$ 161,200	\$ 101,265	\$ 59,935	63%
Licenses and permits	593,446	944,778	(351,332)	159%
Charges for services	787,080	502,790	284,290	64%
Investment revenue	8,500	7,228	1,272	85%
Other revenues	250	87,507	(87,257)	35003%
Transfers in	2,684,204	1,301,896	1,382,308	49%
TOTAL REVENUES	\$ 4,234,680	\$ 2,945,464	\$ 1,289,216	70%
Personnel services	\$ 3,379,050	\$ 1,838,322	\$ 1,540,728	54%
Materials and services	783,614	484,373	299,241	62%
Transfers out	676,038	449,352	226,686	66%
TOTAL EXPENDITURES	\$ 4,838,702	\$ 2,772,047	\$ 2,066,655	57%
240 - Road Operating Fund				
Intergovernmental	\$ 1,995,223	\$ 1,259,464	\$ 735,759	63%
Investment revenue	12,500	5,399	7,101	43%
Other revenues	-	4,931	(4,931)	-
TOTAL REVENUES	\$ 2,007,723	\$ 1,269,794	\$ 737,929	63%
Personnel services	\$ 434,340	\$ 210,150	\$ 224,190	48%
Materials and services	495,930	284,787	211,143	57%
Capital outlay	13,000	-	13,000	0%
Debt service	27,400	-	27,400	0%
Transfers out	900,602	407,102	493,500	45%
TOTAL EXPENDITURES	\$ 1,871,272	\$ 902,039	\$ 969,233	48%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
241 - Road Maintenance Fund				
Charges for services	\$ 2,150,000	\$ 1,712,405	\$ 437,595	80%
Investment revenue	20,000	11,611	8,389	58%
TOTAL REVENUES	\$ 2,170,000	\$ 1,724,016	\$ 445,984	79%
Transfers out	\$ 3,443,559	\$ 2,814,321	\$ 629,238	82%
TOTAL EXPENDITURES	\$ 3,443,559	\$ 2,814,321	\$ 629,238	82%
260 - Transit Fund				
Taxes	\$ 5,000,000	\$ 4,604,869	\$ 395,131	92%
Intergovernmental	3,964,104	2,732,524	1,231,580	69%
Charges for services	-	26,143	(26,143)	-
Fines and forfeitures	5,000	97,222	(92,222)	1944%
Investment revenue	75,000	10,595	64,405	14%
Other revenues	16,000	-	16,000	0%
TOTAL REVENUES	\$ 9,060,104	\$ 7,471,353	\$ 1,588,751	82%
Personnel services	\$ 4,386,050	\$ 2,675,059	\$ 1,710,991	61%
Materials and services	2,153,188	1,475,652	677,536	69%
Capital outlay	2,012,500	1,366,759	645,741	68%
Transfers out	669,447	439,212	230,235	66%
TOTAL EXPENDITURES	\$ 9,221,185	\$ 5,956,683	\$ 3,264,502	65%
510 - Water Operating Fund				
Charges for services	\$ 9,411,000	\$ 8,033,709	\$ 1,377,291	85%
Investment revenue	150,000	39,098	110,902	26%
Other revenues	12,000	38,377	(26,377)	320%
TOTAL REVENUES	\$ 9,573,000	\$ 8,111,183	\$ 1,461,817	85%
Personnel services	\$ 647,150	\$ 299,910	\$ 347,240	46%
Materials and services	4,566,421	2,601,399	1,965,022	57%
Capital outlay	311,400	72,835	238,565	23%
Debt service	28,500	-	28,500	0%
Transfers out	12,858,541	989,774	11,868,767	8%
TOTAL EXPENDITURES	\$ 18,412,012	\$ 3,963,917	\$ 14,448,095	22%
520 - Sewer Operating Fund				
Charges for services	\$ 8,275,000	\$ 6,026,996	\$ 2,248,004	73%
Fines and forfeitures	-	47,716	(47,716)	-
Investment revenue	160,000	33,458	126,542	21%
Other revenues	30,000	21,029	8,971	70%
Transfers in	600,000	600,000	-	100%
TOTAL REVENUES	\$ 9,065,000	\$ 6,729,198	\$ 2,335,802	74%
Personnel services	\$ 394,580	\$ 205,939	\$ 188,641	52%
Materials and services	3,740,830	2,344,268	1,396,562	63%
Capital outlay	369,100	-	369,100	0%
Debt service	2,642,900	173,603	2,469,297	7%
Transfers out	5,711,762	1,096,868	4,614,894	19%
TOTAL EXPENDITURES	\$ 12,859,172	\$ 3,820,678	\$ 9,038,494	30%
550 - Street Lighting Fund				
Intergovernmental	\$ -	\$ 65,812	\$ (65,812)	-
Charges for services	536,650	416,044	120,606	78%
Investment revenue	8,500	3,020	5,481	36%
TOTAL REVENUES	\$ 545,150	\$ 484,876	\$ 60,274	89%
Materials and services	\$ 384,030	\$ 190,429	\$ 193,601	50%
Transfers out	1,045,000	53,408	991,592	5%
TOTAL EXPENDITURES	\$ 1,429,030	\$ 243,837	\$ 1,185,193	17%
570 - Stormwater Operating Fund				
Charges for services	\$ 3,440,000	\$ 2,633,411	\$ 806,589	77%
Investment revenue	15,000	10,417	4,583	69%
TOTAL REVENUES	\$ 3,455,000	\$ 2,643,827	\$ 811,173	77%
Personnel services	\$ 283,420	\$ 150,705	\$ 132,715	53%
Materials and services	788,536	400,709	387,827	51%
Capital outlay	107,000	-	107,000	0%
Debt service	542,700	515,100	27,601	95%
Transfers out	2,337,434	1,328,159	1,009,275	57%
TOTAL EXPENDITURES	\$ 4,059,090	\$ 2,394,672	\$ 1,664,418	59%

City of Wilsonville - SDC Fund Summaries
Reporting Month: March FY 2022



	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
336 - Frog Pond Development				
Licenses and permits	\$ 3,058,188	\$ 952,112	\$ 2,106,076	31%
Investment revenue	3,000	3,593	(593)	120%
TOTAL REVENUES	\$ 3,061,188	\$ 955,705	\$ 2,105,483	31%
Materials and services	\$ 8,320	\$ 16,084	\$ (7,764)	193%
Transfers out	-	-	-	-
TOTAL EXPENDITURES	\$ 8,320	\$ 16,084	\$ (7,764)	193%
346 - Roads SDC				
System Development Charges	\$ 1,202,131	\$ 1,648,834	\$ (446,703)	137%
Investment revenue	43,500	19,860	23,640	46%
TOTAL REVENUES	\$ 1,245,631	\$ 1,668,694	\$ (423,063)	134%
Materials and services	\$ 41,470	\$ 12,501	\$ 28,969	30%
Transfers out	8,566,934	771,379	7,795,555	9%
TOTAL EXPENDITURES	\$ 8,608,404	\$ 783,881	\$ 7,824,523	9%
396 - Parks SDC				
System Development Charges	\$ 554,418	\$ 298,596	\$ 255,822	54%
Investment revenue	35,000	7,354	27,646	21%
TOTAL REVENUES	\$ 589,418	\$ 305,951	\$ 283,467	52%
Materials and services	\$ 16,890	\$ 3,469	\$ 13,421	21%
Transfers out	2,097,960	367,027	1,730,934	17%
TOTAL EXPENDITURES	\$ 2,114,850	\$ 370,495	\$ 1,744,355	18%
516 - Water SDC				
System Development Charges	\$ 873,600	\$ 577,154	\$ 296,446	66%
Investment revenue	37,500	16,030	21,470	43%
Other revenues	7,000,000	7,046,000	(46,000)	101%
TOTAL REVENUES	\$ 7,911,100	\$ 7,639,184	\$ 271,916	97%
Materials and services	\$ 25,940	\$ 9,492	\$ 16,448	37%
Debt service	485,000	26,000	459,000	5%
Transfers out	10,022,053	127,517	9,894,536	1%
TOTAL EXPENDITURES	\$ 10,532,993	\$ 163,009	\$ 10,369,984	2%
526 - Sewer SDC				
System Development Charges	\$ 506,270	\$ 689,147	\$ (182,877)	136%
Investment revenue	50,000	8,535	41,465	17%
TOTAL REVENUES	\$ 556,270	\$ 697,681	\$ (141,411)	125%
Materials and services	\$ 22,050	\$ 5,122	\$ 16,928	23%
Transfers out	3,175,646	1,462,317	1,713,329	46%
TOTAL EXPENDITURES	\$ 3,197,696	\$ 1,467,439	\$ 1,730,257	46%
576 - Stormwater SDC				
System Development Charges	\$ 213,310	\$ 237,231	\$ (23,921)	111%
Investment revenue	15,000	6,208	8,792	41%
TOTAL REVENUES	\$ 228,310	\$ 243,439	\$ (15,129)	107%
Materials and services	\$ 5,750	\$ 1,730	\$ 4,020	30%
Transfers out	366,224	103,433	262,791	28%
TOTAL EXPENDITURES	\$ 371,974	\$ 105,163	\$ 266,811	28%

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
800 - Year 2000 Program Income				
Investment revenue	\$ 6,500	\$ 2,109	\$ 4,391	32%
Other revenues	150,000	31,032	118,968	21%
TOTAL REVENUES	\$ 156,500	\$ 33,141	\$ 123,359	21%
Materials and services	\$ 90,200	\$ 54,642	\$ 35,558	61%
TOTAL EXPENDITURES	\$ 90,200	\$ 54,642	\$ 35,558	61%
805 - Year 2000 Capital Projects				
Investment revenue	\$ 75,000	\$ 36,412	\$ 38,588	49%
Other revenues	9,811,524	9,811,524	-	100%
TOTAL REVENUES	\$ 9,886,524	\$ 9,847,936	\$ 38,588	100%
Materials and services	\$ 690,160	\$ 329,227	\$ 360,933	48%
Capital outlay	11,762,798	1,595,550	10,167,248	14%
TOTAL EXPENDITURES	\$ 12,452,958	\$ 1,924,777	\$ 10,528,181	15%
807 - Year 2000 Debt Service				
Taxes	\$ 4,074,200	\$ 3,801,001	\$ 273,199	93%
Investment revenue	40,000	(279)	40,279	-1%
TOTAL REVENUES	\$ 4,114,200	\$ 3,800,723	\$ 313,477	92%
Debt service	\$ 10,412,524	\$ 9,905,079	\$ 507,445	95%
TOTAL EXPENDITURES	\$ 10,412,524	\$ 9,905,079	\$ 507,445	95%
810 - Westside Program Income				
Investment revenue	\$ 1,000	\$ 67	\$ 933	7%
TOTAL REVENUES	\$ 1,000	\$ 67	\$ 933	7%
815 - Westside Capital Projects				
Investment revenue	\$ 6,500	\$ 10,435	\$ (3,935)	161%
Other revenues	6,400,000	6,400,000	-	100%
TOTAL REVENUES	\$ 6,406,500	\$ 6,410,435	\$ (3,935)	100%
Materials and services	\$ 368,780	\$ 230,163	\$ 138,617	62%
Capital outlay	470,000	-	470,000	0%
TOTAL EXPENDITURES	\$ 838,780	\$ 230,163	\$ 608,617	27%
817 - Westside Debt Service				
Taxes	\$ 5,084,500	\$ 4,736,925	\$ 347,575	93%
Investment revenue	77,500	35,226	42,274	45%
TOTAL REVENUES	\$ 5,162,000	\$ 4,772,151	\$ 389,849	92%
Debt service	\$ 18,809,044	\$ 17,035,583	\$ 1,773,461	91%
TOTAL EXPENDITURES	\$ 18,809,044	\$ 17,035,583	\$ 1,773,461	91%
825 - Coffee Creek Capital Projects				
Investment revenue	\$ 13,500	\$ 1,095	\$ 12,405	8%
TOTAL REVENUES	\$ 13,500	\$ 1,095	\$ 12,405	8%
Materials and services	\$ 173,880	\$ 121,145	\$ 52,735	70%
TOTAL EXPENDITURES	\$ 348,880	\$ 125,945	\$ 222,935	36%
827 - Coffee Creek Debt Service				
Taxes	\$ 350,700	\$ 302,086	\$ 48,614	86%
Investment revenue	1,000	(307)	1,307	-31%
TOTAL REVENUES	\$ 351,700	\$ 301,778	\$ 49,922	86%
Debt service	\$ 280,000	\$ 139,335	\$ 140,665	50%
TOTAL EXPENDITURES	\$ 280,000	\$ 139,335	\$ 140,665	50%

From the Director

Youth Services completed their winter program line-up in time for Spring Break. Toddler/Baby Time livestreamed on Zoom and YouTube weekly, and weekly Family Storytime continued at the Stein-Boozier Barn in Memorial Park. The March Teen event was held online. A new “Young Teen” collection is in development, with books aimed at ages 10-14.

During Spring Break, the library held a “Scavenger Hunt” which had library users exploring the library as they searched for the 19 Reading Rabbits to solve the puzzle. The Scavenger Hunt was very popular, and saw over 100 people of all ages participate in the activity.

Adult programs continued in virtual formats, but adult services staff are planning to bring programs back within the building and are evaluating the line-up of programs. In recognition of Women’s History Month, professional genealogist Pam Vestal gave a presentation on how to uncover our female ancestors’ history through non-traditional documents. Article Club discussed “The Science of Mind Reading” by James Somers. Planning began for spring and summer programs, both virtual and in-person at the library.

More library services resumed in March. The study rooms opened to the public, with two rooms available by reservation and one room available on a drop-in basis. The reference staff are again able to provide free test proctoring for tests given online or sent to the library.

The Wilsonville Friends of the Library celebrated their 40th anniversary with a special week of giveaways and sales at their Twice Sold Tales bookstore in the library’s lobby from March 13-19.

The job opening for Library Director closed in mid-March.

Library staff participated in the third of three Diversity, Equity, and Inclusion trainings held for all city employees. DEI is an important part of the library’s strategic plan and we look forward to further developing the skills learned in the training and applying them to the services we provide.

Outreach Librarian Deborah Gitlitz and Program Coordinator Andrea Erickson attended the national Public Library Association Conference that was held in Portland at the Oregon Convention Center. They came back with information and ideas for new programs and approaches to collection development. Deborah presented a session at the conference on supporting literacy development in children in grades Kindergarten through 3rd grade outside of school.

-Shasta Sasser, Interim Library Director

Spring Fling 2022

ENVIRONMENTAL AWARENESS WEEK

APRIL 25 - APRIL 30

WILSONVILLEPARKSANDREC.COM/SPRINGFLING



Parks and Recreation Report | March 2022

Directors Report:

Spring has sprung and as always the Parks and Recreation Department is excited for this time of year. Our reservations have begun and our Program Coordinator, Laura Ruggles has been very busy with tours, reservations, and scheduling. As we emerge from the pandemic there definitely seems to be pent up excitement and demand for our facilities and programs. Our team is very busy with planning and preparation to ensure that residents and visitors enjoy their experience and return with their friends and family members.

Beyond their normal maintenance routines the parks team has been working on some special plantings in Town Center Park and Murase Plaza. They were also able to finish up a parking lot drainage project in Memorial Park. The Memorial Park Skate Park Project wrapped up at the end of March and... wow, what an improvement! We will host a grand opening event for this exciting new amenity in June. The Memorial Park Rest Room Project is still moving along and should wrap up in June.

The recreation team has a full slate of activities planned for April—too many to list (see below for details). They have also been planning ahead to summer programming with movies, concerts, summer camps, and more. Again, too many to list here, look for all the details in the Spring/Summer Activity Guide, which will be mailed to all Wilsonville residents in early April.

The Community Center continues to increase it's offerings and attendance in those offerings as our patrons comfort level with social gatherings increases. Fitness classes and Tai Chi continue to be popular and we are excited to have recently added four more virtual reality headsets to our arsenal that will increase our capacity in those classes.

Another exciting new addition is the formation of the Arts, Culture, and Heritage Commission, which will hold its first meeting in April.

So many exciting things happening in the world of Parks and Recreation and we wouldn't want it any other way! Get outside and enjoy a park!

-Kris Ammerman

Community Center Updates:

- Community Center classes continue to draw in community members. In March the second sessions of Tai Chi and Healthy Bones and Balance classes began with 47 total students enrolled.
- Met with local skate park advocate to discuss a kick off event for the new Memorial Park Skate park. The skate park event is planned for June 4 from 1:30 – 3:30 pm.
- Plans are in place to return to in-person lunches at the Community Center. Beginning May 18, the senior lunch program will be back to in person dining two days per week (Wednesday and Friday).

Recreation Updates:

Summer Registration Opens April 18: The Recreation team has been hard at work planning summer activities and camps for the community. Over 70 different summer camps will be available this year, as well as plenty of new adult fitness and educational classes. Check out WilsonvilleParksandRec.com for a full list of offerings.

Board Highlights

Kitakata Sister City Advisory Board: The Kitakata Sister City Advisory Board continued preparations for the Cherry Blossom Week event series this month, which was held on April 4-10.

Wilsonville Community Seniors Inc.: The Board continues to explore fundraising ideas and is currently looking at the possibility of a BINGO event in the fall. Senior Trips have resumed post pandemic and will be offered once per month.

Upcoming:

Summer Registration: Opens April 18

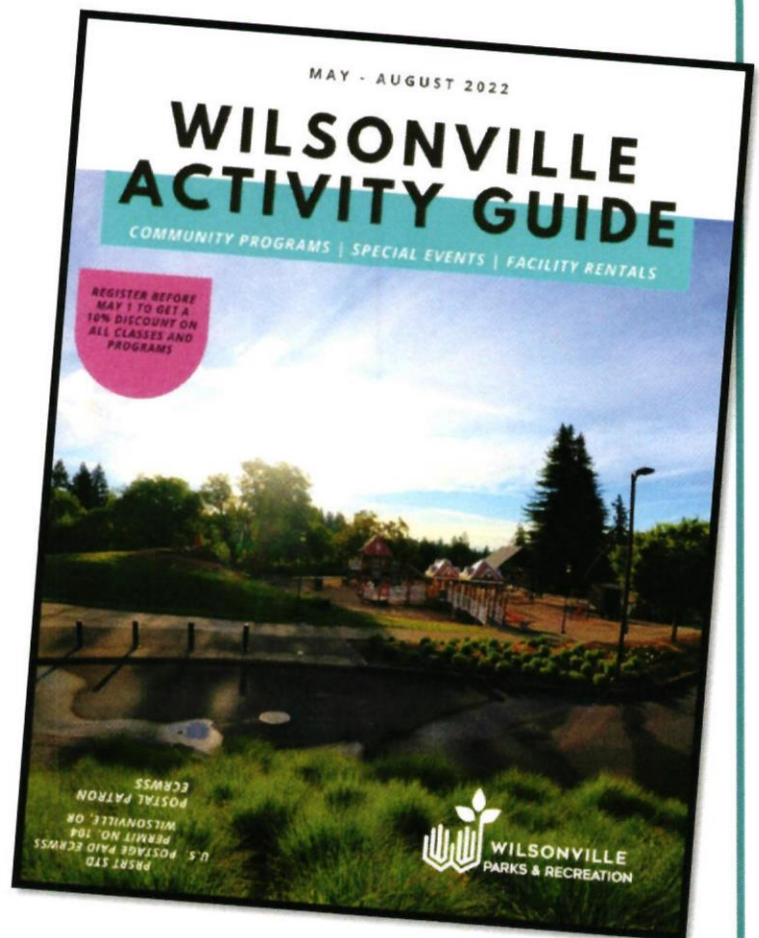
Spring Fling: April 25—May 30, locations vary

Learn to Skate Day: May 21

Wilsonville Family Fairy Dance: June 3 & 4, 7pm—9pm, Stein-Boozier Barn

Skate Park Opening Event: June 4, 1:30pm

Laser Light Show: July 4, 9pm, Town Center Park



Spring Fling

ENVIRONMENTAL AWARENESS WEEK

APRIL 25 - APRIL 30

Wilsonvilleparksandrec.com/springfling

Mon 25

Nature
Photography
Contest
Virtual
All week

Tues 26

*
Introduction to
Nature
Journaling
Community Cntr.
5:30 pm - 7:00 pm

Wed 27

*
Documentary
Screening
"2040"
Community Cntr.
6:00 pm

Thur 28

Stonecrop
Giveaway
Parks Admin
4pm - 6pm

Fri 29

*
Training and
Pruning Fruit
Trees
Memorial Park
10 am

Sat 30

W.E.R.K. Day
Memorial Park
8am - 11:30 am

Goat Petting
Memorial Park
10 am - 12 pm

Healthy Kids Day
Memorial Park
11:30 am - 1:30 pm



Asterisk* = pre-registration required



Spring Fling 2022, April 25—30

Event Descriptions

Nature Photography Contest - All Week

Share your best Wilsonville nature photos and be entered to win an eco-friendly prize basket valued at \$50! Entries must be submitted by May 1. Three winners will be chosen at random and announced on Monday, May 2. Submit your photos via email to Recreation Coordinator, Erica Behler at behler@ci.wilsonville.or.us or use the hashtag #WilsonvilleSpringFling to be entered into the contest.

Nature Journaling – Tuesday, April 26

Nature Journaling is the practice of drawing and writing in response to observations of nature. Enjoy a “conversation with nature” by slowing down to focus on drawing from observation and recording your experience in a journal or sketchbook. Using pencils and/or pens and markers, quiet your mind and relax into the present moment by following guided exercises based on the viewing of an item from nature. We will spend the first thirty minutes of the workshop outside, observing and connecting to the natural outdoor setting of the community center. The remaining hour of the workshop will be spent indoors, following easy instructions for ways in which one can reflect on nature in a journal. All levels are welcome. Supplies needed: writing tools (any pencils, pens or fine tip markers you enjoy using); a journal or drawing paper. Watercolors or colored pencils are optional.

2040 Documentary Screening — Wednesday, April 27

Come enjoy a live screening of the documentary film '2040'. Motivated by his 4-year-old daughter and concern for the planet she will inherit, Damon Gameau, Australian award-winning director (That Sugar Film, 2015) and actor, embarks on a global journey to meet innovators and changemakers to discover what the future of the planet could look like by the year 2040 if we embraced the best solutions already available to us, and shifted them rapidly into the mainstream. Guided by the voices of 100 child interviewees aged between 6 and 11 who describe the kind of world they would like to see by the year 2040, Damon draws on the best minds from around the world to focus on climate, economics, technology, civil society, education, agriculture and sustainability to conjure a positive portrait of what ‘could be’ instead of the current dystopian future we are so often presented.

Stonecrop Giveaway

Stop by the Parks and Rec Admin Office main parking lot between 4pm and 6pm on Thursday April 28 to receive a FREE stonecrop plant in exchange for a completed parks and recreation survey. Stonecrop is easy to grow given good drainage and adequate sun. They are economical because they grow quickly, and are simple to propagate. Plus they are outstanding performers in containers, pathways, parking strips and much more.

Training & Pruning Fruit Trees

This special arbor day class will demonstrate how to properly prune young shade trees to improve structure and prolong the life of the tree. This class will provide hands on pruning and will discuss what tools are needed to perform proper tree cuts. Lastly, it will discuss when to prune to reduced pest and disease outbreaks. If you are looking to improve your pruning skills, then this class is for you! All tools and equipment will be provided. Please wear long pants and closed toe shoes.

SPRING FLING 2022

PHOTO CONTEST

MON. APRIL 25 - SUN. MAY 1 | VIRTUAL

SHARE YOUR BEST WILSONVILLE NATURE PHOTOS AND BE ENTERED TO WIN AN ECO-FRIENDLY PRIZE BASKET VALUED AT \$50! ENTRIES MUST BE SUBMITTED BY MAY 1. THREE WINNERS WILL BE CHOSEN AT RANDOM AND ANNOUNCED ON MONDAY, MAY 2. SUBMIT YOUR PHOTOS VIA EMAIL TO RECREATION COORDINATOR, ERICA BEHLER AT BEHLER@CL.WILSONVILLE.ORG OR USE THE HASHTAG #WILSONVILLESRINGFLING TO BE ENTERED INTO THE CONTEST.




SPRING FLING 2022

INTRO TO NATURE JOURNALING

WITH INSTRUCTOR AND ARTIST ELIZABETH HIGGINS
TUES. APRIL 26 | 5:30 PM - 7:00 PM | WILSONVILLE COMMUNITY CENTER | COURSE #10282

NATURE JOURNALING IS THE PRACTICE OF DRAWING AND WRITING IN RESPONSE TO OBSERVATIONS OF NATURE. ENJOY A "CONVERSATION WITH NATURE" BY SLOWING DOWN TO FOCUS ON DRAWING FROM OBSERVATION AND RECORDING YOUR EXPERIENCE IN A JOURNAL OR SKETCHBOOK. USING PENCILS AND/OR PENS AND MARKERS, QUIET YOUR MIND AND RELAX INTO THE PRESENT MOMENT BY FOLLOWING GUIDED EXERCISES BASED ON THE VIEWING OF AN ITEM FROM NATURE. WE WILL SPEND THE FIRST THIRTY MINUTES OF THE WORKSHOP OUTSIDE, OBSERVING AND CONNECTING TO THE NATURAL OUTDOOR SETTING OF THE COMMUNITY CENTER. THE REMAINING HOUR OF THE WORKSHOP WILL BE SPENT INDOORS, FOLLOWING EASY INSTRUCTIONS FOR WAYS IN WHICH ONE CAN REFLECT ON NATURE IN A JOURNAL. ALL LEVELS ARE WELCOME.



SUPPLIES NEEDED: WRITING TOOLS (ANY PENCILS, PENS OR FINE TIP MARKERS YOU ENJOY USING), A JOURNAL OR DRAWING PAPER, WATERCOLORS OR COLORED PENCILS ARE OPTIONAL.

WHILE THIS CLASS IS FREE, PRE-REGISTRATION IS REQUIRED AS SPACES ARE LIMITED.

SPRING FLING 2022

FILM SCREENING: '2040'

WED. APRIL 27 | 6:00 PM - 8:00 PM | WILSONVILLE COMMUNITY CENTER | COURSE #10287



SPRING FLING 2022

FREE PLANT DRIVE-THRU

THURS. APRIL 28 | 4:00 PM - 6:00 PM | PARKS & REC. ADMIN OFFICE

SEDUM OREGANUM

"SMALL BUT MIGHTY, THE SEDUM OREGANUM (OREGON STONECROP) CAN BRING MANY BENEFITS TO YOUR GARDEN. EASY TO CARE FOR? CHECK. YEAR-ROUND INTEREST? CHECK. HABITAT VALUE? CHECK. IF YOU'RE LOOKING FOR A VERSATILE GROUNDCOVER TO FILL SPACE IN LESS HOSPITABLE AREAS OF YOUR YARD WHERE OTHER PLANTS WON'T FIT OR HAVE STRUGGLED, OREGON STONECROP JUST MIGHT BE THE PLANT FOR YOU!" (BACKYARDHABITATS.ORG)

SEDUM OREGANUM GENEROUSLY DONATED BY BEAVERLAKE NURSERY



W.E.R.K. Day

W.E.R.K. (Wilsonville Environmental Resource Keepers) Day is all about volunteer service in our local parks! Join the Parks Crew to work on projects like bark dusting, planting, painting, and more! Register with friends and family, or come solo and we'll get you put into a group. Pre-registration is required. All participants will receive a complimentary 'DO WERK' hat, as well as coffee and a donut. Pre-registration required.

Goat Petting Event with Westside Goat Girl

Join Wilsonville Parks and Rec Staff and the Westside Goat Girl for a goat petting event on Saturday, April 30 from 10am - 12pm! Goats will be stationed in Memorial Park behind the maintenance barn. Each goat will have a handler present, so you can get up close and personal. The week prior, the goats will be just up the hill from the Parks Maintenance Barn in Memorial Park, munching away on invasive plants such as blackberry and ivy. Make sure to stop by and see the goats in action!

Healthy Kids Day

Healthy Kids Day® is the YMCA's national initiative to improve the health and well-being of kids and families. Wilsonville's Memorial Park is the site of a Healthy Kids Day Event on Saturday, April 30, from 11:30 am-1:30 pm at Memorial Park. Activities for kids include crafts, field games, story time, family fitness and water safety. YMCAs across the country host free community events aimed to inspire kids to keep their minds and bodies active throughout the summer. The program encourages kids to get active and helps families develop routines that support mental and physical health at home.

We hope to see you at an upcoming Spring Fling Event!



SPRING FLING 2022
**TRAINING & PRUNING
YOUNG TREES**
FRI. APRIL 29 | 10:00 AM | MEMORIAL PARK | MUST PRE-REGISTER

REGISTER AT
WILSONVILLEPARKSANDREC.COM
COURSE #10113


MEMORIAL PARK
MEET AT TENNIS COURTS

WILSONVILLE
OREGON



SPRING FLING 2022
W.E.R.K. DAY EVENT
SAT. APRIL 30 | 8:00 AM - 11:30 AM | MEMORIAL PARK

W.E.R.K. (WILSONVILLE ENVIRONMENTAL RESOURCE KEEPERS) DAY IS ALL ABOUT VOLUNTEER SERVICE IN OUR LOCAL PARKS! JOIN THE PARKS CREW TO WORK ON PROJECTS LIKE BARK DUSTING, PLANTING, PAINTING, AND MORE! REGISTER WITH FRIENDS AND FAMILY, OR COME SOLO AND WE'LL GET YOU PUT INTO A GROUP. ALL PARTICIPANTS WILL RECEIVE A COMPLIMENTARY 'DO WERK' HAT, AS WELL AS COFFEE AND A DONUT. PRE-REGISTRATION REQUIRED. CHECK-IN WILL BE HELD FROM 8AM - 9AM, AND WERK DAY PROJECTS WILL BE FROM 9AM - 11:30AM.



SPRING FLING 2022
GOAT PETTING EVENT
SAT. APRIL 30 | 10:00 AM - 12:00 PM | MEMORIAL PARK

JOIN WILSONVILLE PARKS AND REC STAFF AND THE WESTSIDE GOAT GIRL FOR A GOAT PETTING EVENT ON SATURDAY, APRIL 30 FROM 10AM - 12PM! GOATS WILL BE STATIONED IN MEMORIAL PARK BEHIND THE MAINTENANCE BARN. EACH GOAT WILL HAVE A HANDLER PRESENT, SO YOU CAN GET UP CLOSE AND PERSONAL. THE WEEK PRIOR, THE GOATS WILL BE JUST UP THE HILL FROM THE PARKS MAINTENANCE BARN IN MEMORIAL PARK, MUNCHING AWAY ON INVASIVE PLANTS SUCH AS BLACKBERRY AND IVY. MAKE SURE TO STOP BY AND SEE THE GOATS IN ACTION!



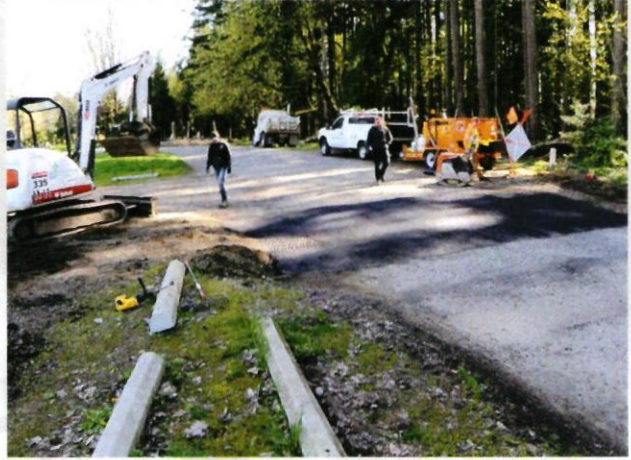
Parks Team Updates

Memorial Park Road Drainage Repair Completed

The collective Parks and Roads team collaborated to complete the project taking advantage of a few dry days in March. Thank you to the Public Works Roads and Storm teams for there assistance with this important park project.



Preparing Base Gravel



Completed Repair

Town Center Landscape Improvements

Parks team members identified an area in Town Center Park that was in need of landscaping improvements.. In a collaborative project with the Kitakata Sister City Advisory Board, the team planted new grasses, shrubs and three weeping cherry trees. This transformation on the entrance to the Korean War Memorial is visually appealing and also will save on maintenance time and costs.



Before Improvement



After Improvement

Parks Team Project Updates

Memorial Park Central Restroom Project Update

Current Projected Completion—June 2022



Restroom Awaiting A Sidewalk



Plumbing Contractor Onsite

Memorial Park Skate Park Project Update

Current Project Completed— March 2022



Photo Credit: @wilsonville_skateparks



City of Wilsonville Police

March 2022

A local Wilsonville business, Valley Pacific Construction (VCP), was burglarized in late December 2021. Someone cut the lock on a Conex unit where specialized equipment was being stored.

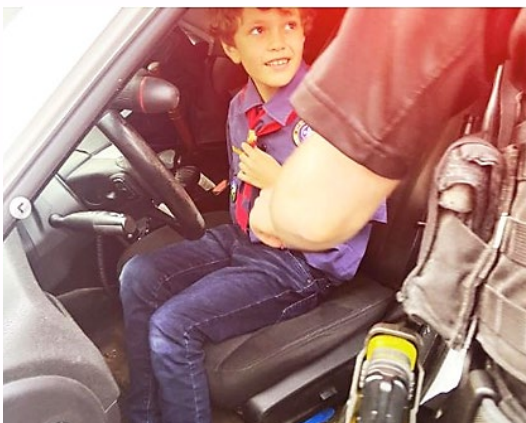
Early in March of this year, 2022, one of the articles stolen during that burglary was recovered at a pawn shop in Beaverton, OR, thanks to the diligence of VCP owners and employees searching various venues such as eBay.

Wilsonville Police contacted the pawn shop and learned the initial article VCP

had identified and called about, a Topcon pipe laser, was sold shortly after that contact. However, through available resources, Wilsonville Police identified an additional article belonging to the business had been pawned at that same shop and was still in inventory as of March 17, a Topcon laser tool.

The laser was seized and released to its owner, and the Wilsonville Police Department is currently investigating leads that have developed.

Each Topcon piece had been valued at several thousands of dollars.



School Resource Officer, Deputy Zachary Keirse, spent time with a local Boy-Scout group during mid-March and toured them through the Wilsonville Police Department.

Scouts gained some experience dusting for fingerprints and became more familiar with how our patrol vehicles operate. This type of community contact is invaluable, all around.



WILSONVILLE MONTHLY ACTIVITY REPORT March 2022



CITY OF WILSONVILLE POLICE DEPARTMENT
30000 SW Town Center Loop
Wilsonville, OR 97070

In Partnership with

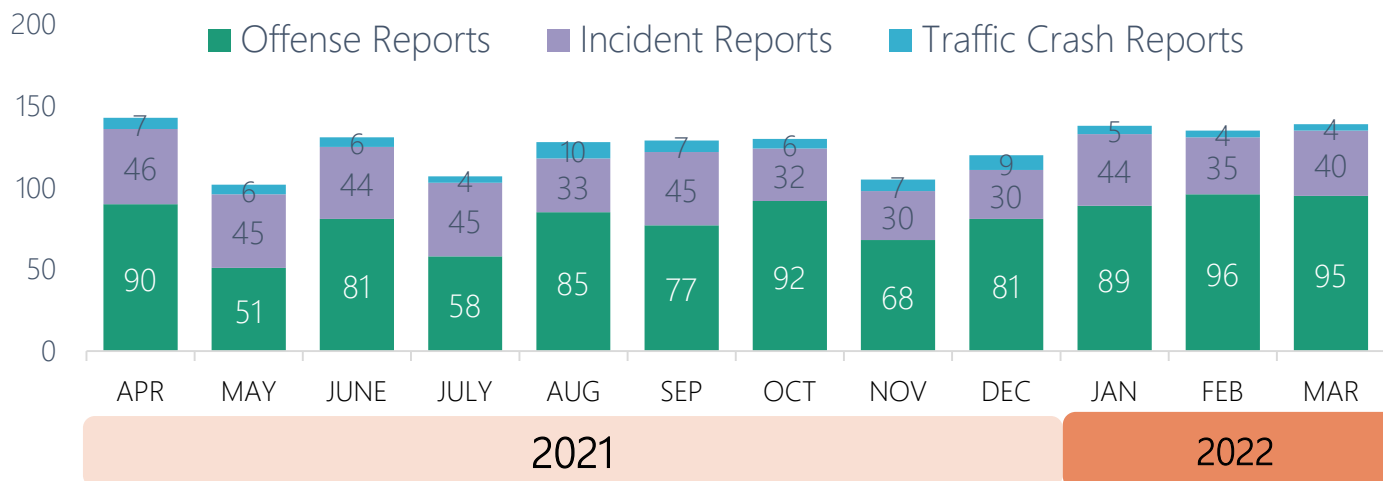


**Clackamas County
Sheriff's Office**

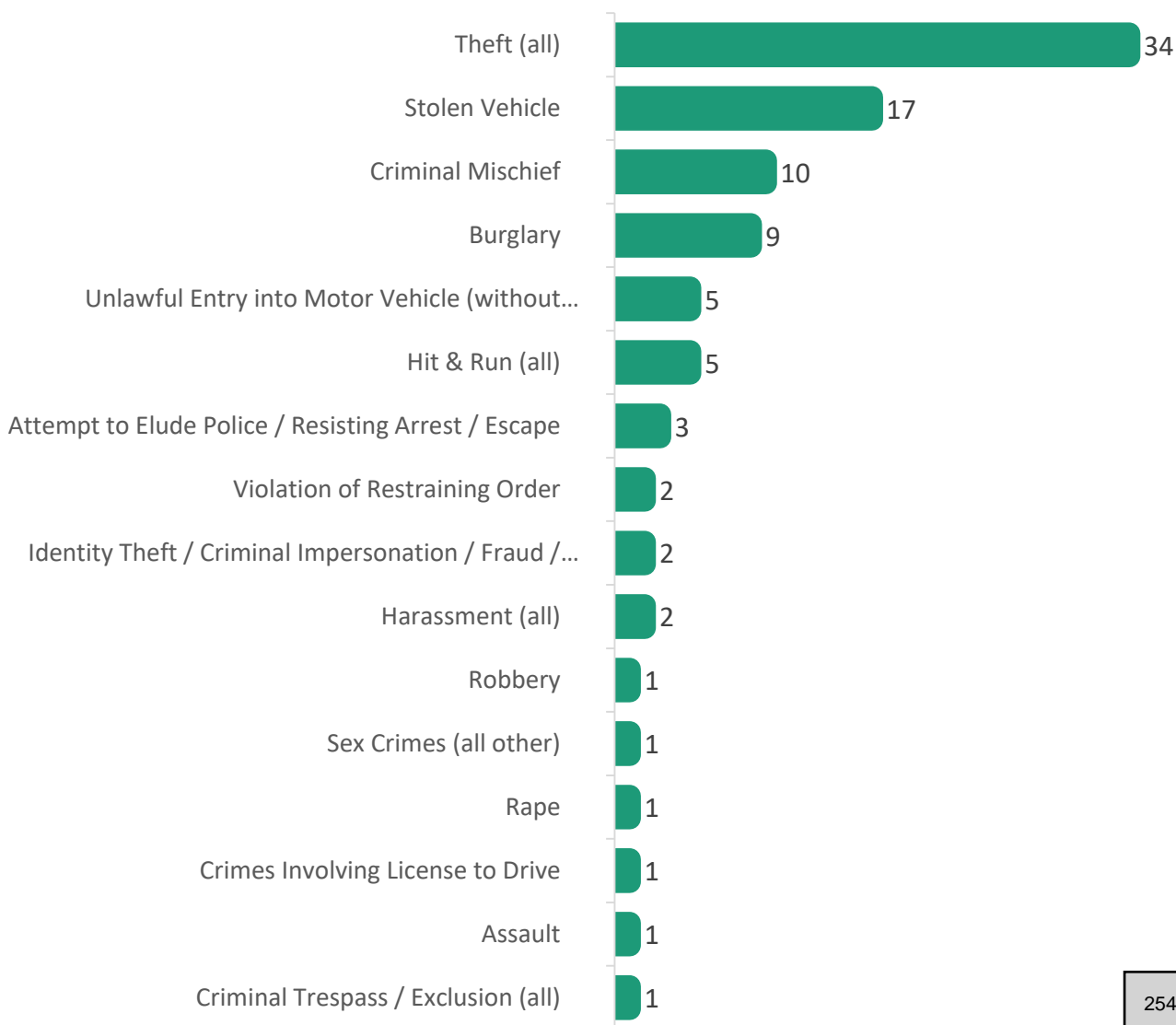
All City of Wilsonville call activity data is now available for public view and interactivity through the Clackamas County Sheriff's Office's website under 'Stats & Reports'.

<https://www.clackamas.us/sheriff/reports.html>

Monthly Reports Written

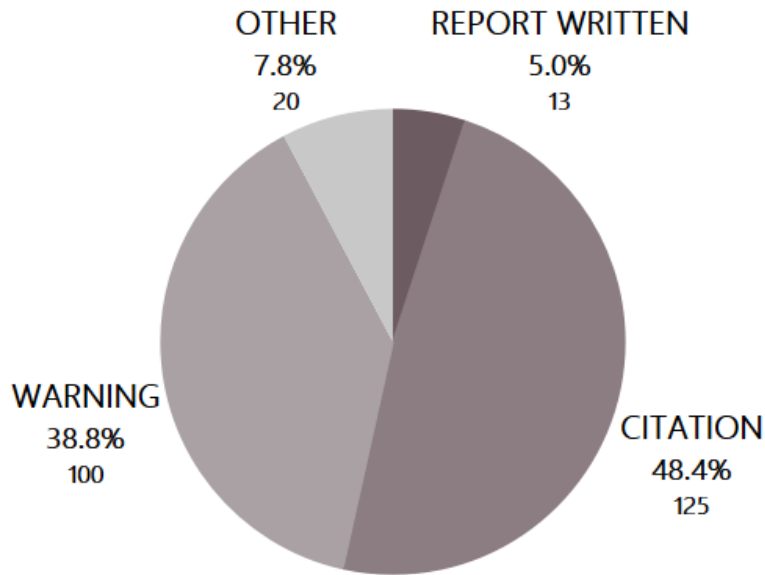


Offense Reports Written Breakdown by Top Charge

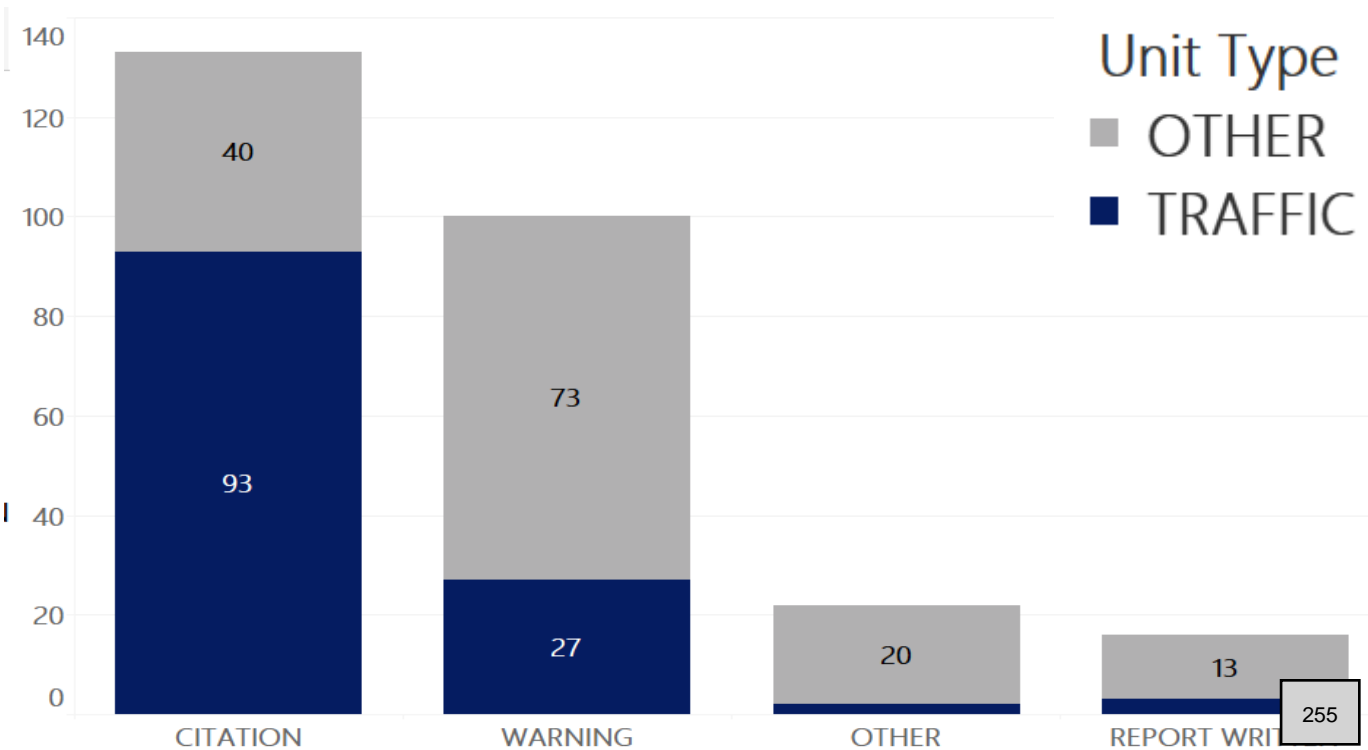


In March 2022, **258** traffic stops were made within the city limits, resulting in **125** citations issued, **100** warnings given, and **13** offense/incident reports created. Of the **125** citations issued, **161** violations were included (see next slide).

Traffic Stop Dispositions Types

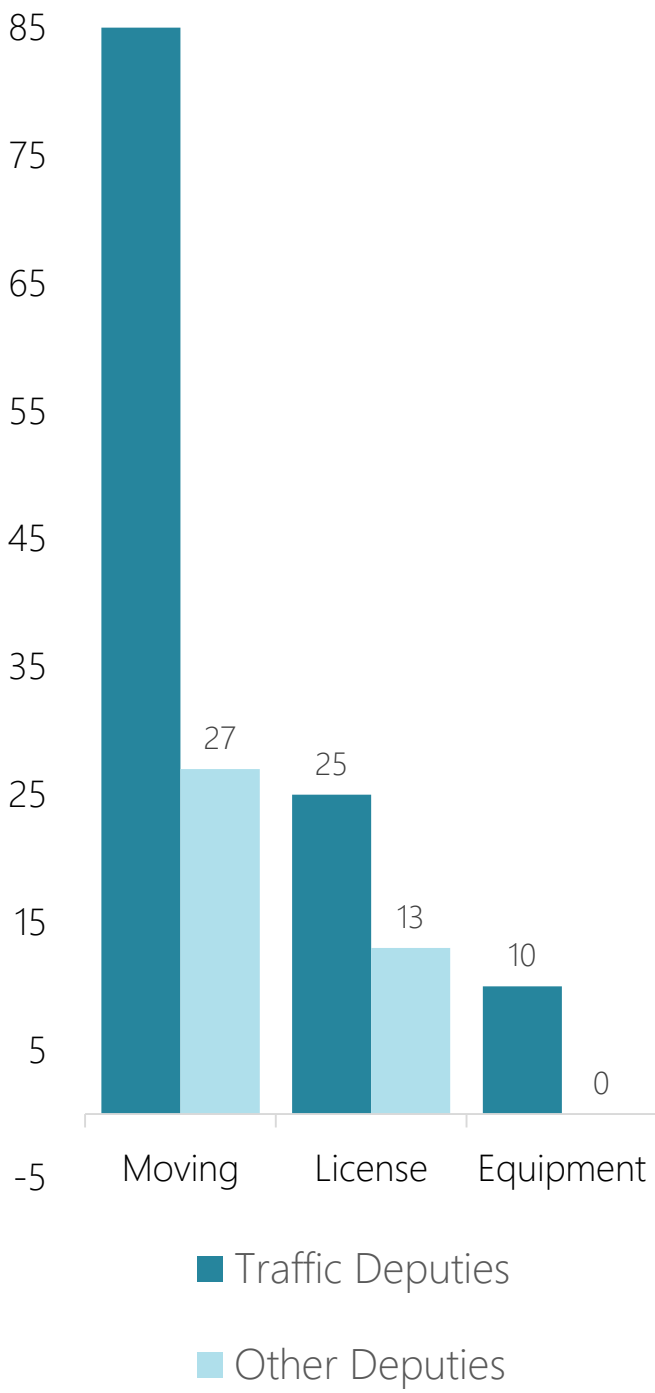


Warnings & Citations Issued Broken Down by Deputy Type

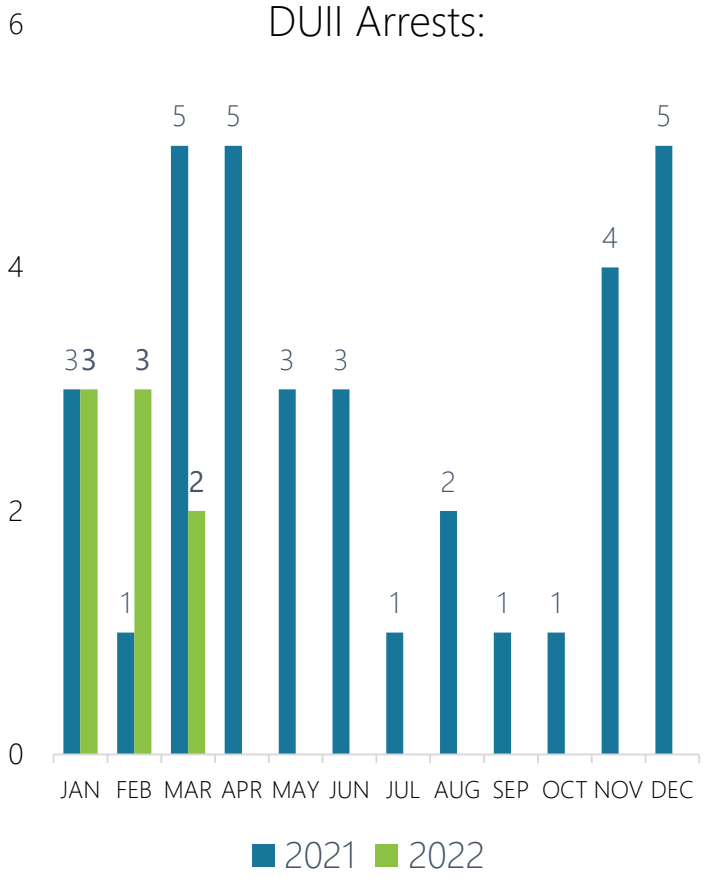


Citation Types Issued:

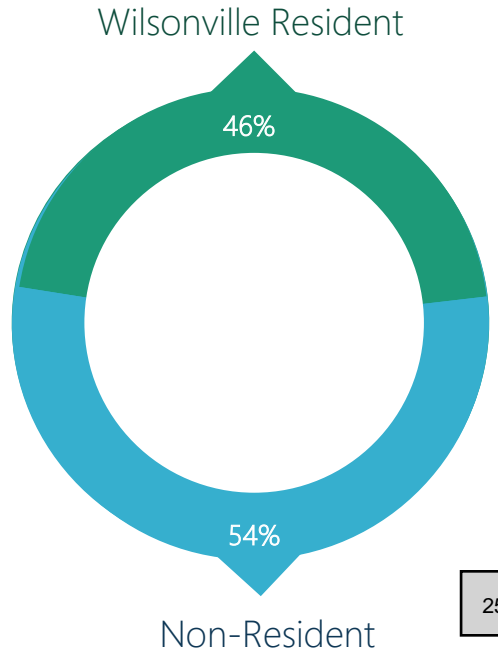
Of the 125 citations issued, 161 violations were included in the following types:



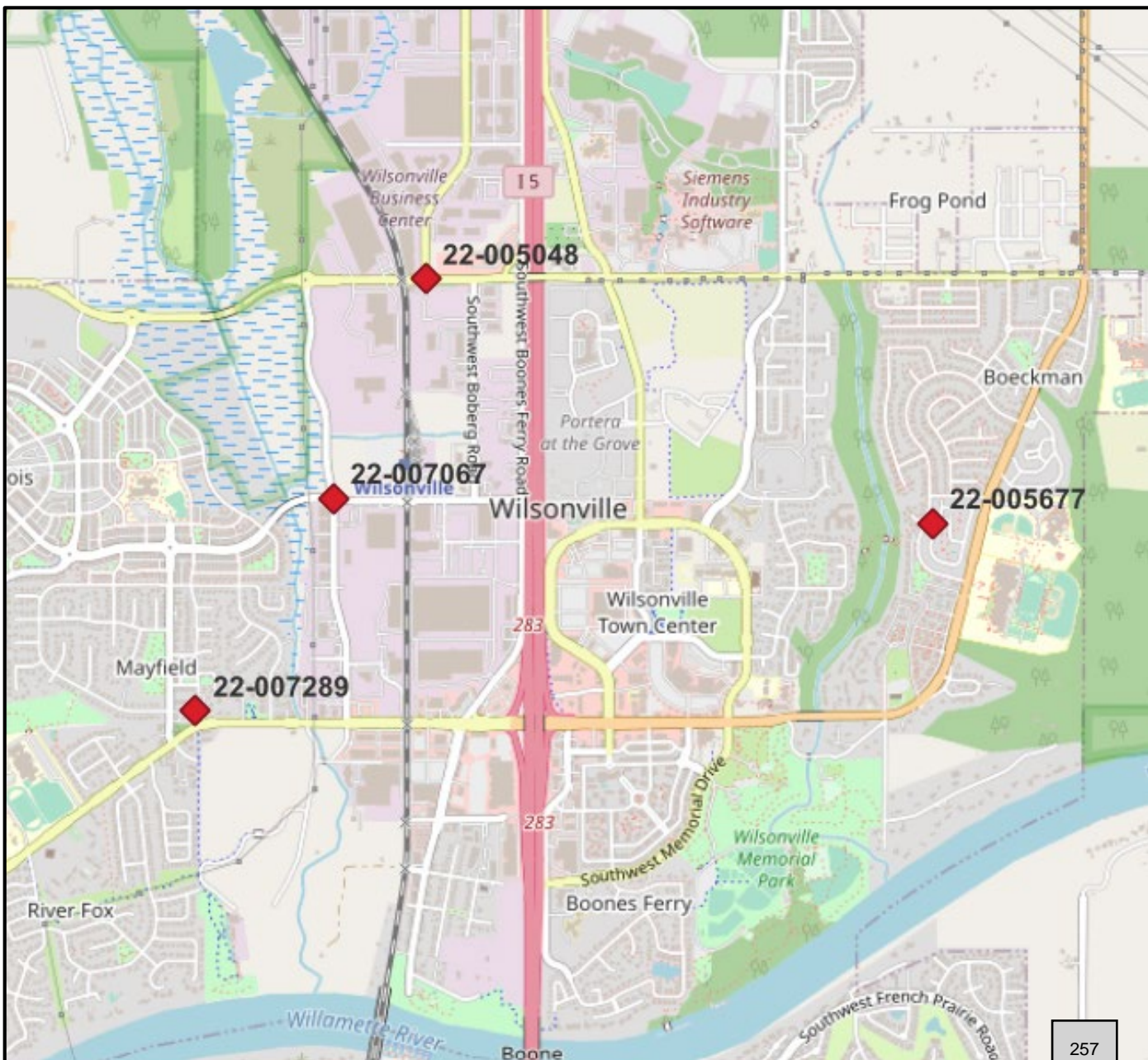
DUII Arrests:



Driver's Residency of Traffic Stop Subject (according to DL):



Case	Date	Address
22-005048	3/2	SW BOECKMAN RD / SW 95TH AVE
22-005677	3/10	29057 SW TAMI LOOP
22-007067	3/27	SW BARBER ST / SW KINSMAN RD
22-007289	3/30	10475 SW WILSONVILLE RD



From The Director's Office:

Every three months, Public Works and Parks Maintenance Departments hold a combined all staff meeting. These meetings provide opportunity for staff to discuss a variety of issues that are timely and relevant to their work. Each meeting ends with a question and answer period where staff can seek out information about what is happening around the city and get clarifications on policies and procedures.

At our March all staff meeting, we introduced the newest members of the team, discussed the proper way to make equipment maintenance and service requests, explained how to track any incidental calls while on standby duty, shared the design drawings for the Public Works Complex and launched the implementation of the new Safety Data Sheet phone app.

Safety Data Sheet (SDS) are required for the various chemicals in which staff may come into contact. The SDS includes information such as the properties of chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical. Ability to quickly access the SDS is critical to the health and safety of our crew members and having the phone app means this information is a close as an employees pocket.



Best Regards,
Delora Kerber, PE
Public Works Director

Facilities

New Landscaping and a Peace Pole

Spring is here and the Facilities Department is moving full speed ahead. Beyond the challenges of staying on top of the mowing and keeping the weeds from jumping out of the ground, Facility Maintenance Specialist, Daniel Morena managed to squeeze in time to create a new landscape bed near the entrance of City Hall.

This landscape project accomplished several things. First, it removed some hard surfacing which helps increase the amount of pervious area for rain water absorption. Second, by removing the hard surface panels, it addressed potential tripping hazards being caused by tree roots lifting the panels. The trees causing the lifting issue had to be removed due to ice storm damage. Third, it enhanced the aesthetics of the area as well as decreased the amount of maintenance required due to the original plantings. Finally, the revised landscape area provided a perfect setting for the newly installed Peace Pole. A dedication event for the new Peace Pole was held on March 28.



Facilities

New Landscaping and a Peace Pole, continued

The creation of the landscape had many moving pieces to it. The stumps had to be ground, hard surface removed, existing soil/gravel excavated out and amended soil added, irrigation reconstructed, boulders had to be placed and vegetation planted, a layer of dress mulch evenly spread throughout the landscape, and finally the installation of the peace pole.



Facilities

New Landscaping and a Peace Pole, continued

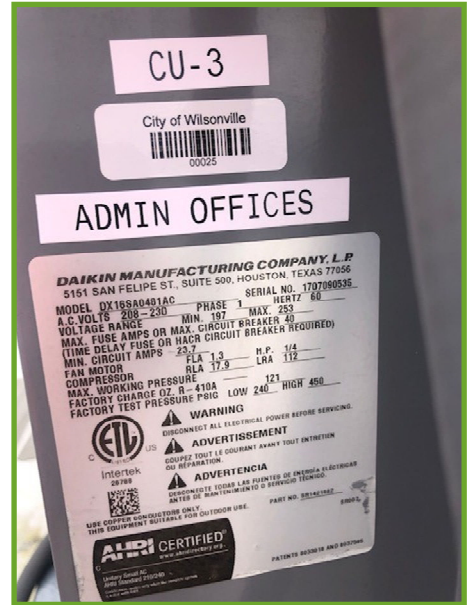


Facilities

Bar Coding of Assets

On the building side of the Facilities Department, staff have been placing bar codes on many of the City's assets such as Heating Ventilation Air Conditioning (HVAC) equipment. The project is in preparation for the implementation of the Cartegraph Facilities Layers Module. The Layers Module will allow maintenance staff to more accurately track indoor assets including location as well as other important attributes of each asset. Using a mobile device to scan, the bar code will provide staff with quick and accurate information for a particular asset while in the field. This makes for faster data entry related to labor hours and worker comments.

Below, Facility Maintenance Technician, Trevor Denfeld is placing a bar code on HVAC equipment.



Facilities

Welcome — James Stroud and Linda Martinez

They say good things come to those who wait and they were right. It's been a long time coming to fill all four of the Janitorial positions, but with the addition of Janitors James Stroud and Linda Martinez, the wait was most certainly worth it.

James Stroud was originally hired as a Facility Maintenance Seasonal, where he worked alongside Facility staff taking care of the grounds around the City Facilities. James was hired as a Janitor at the end of February and has quickly proven to be an energetic employee with an eye for detail.

Linda Martinez was hired in March and moved up from California where she was performing janitorial duties for a school district. Linda brings with her a strong work ethic and over four years of janitorial experience. With the addition of James and Linda all four janitorial positions are now full, the first time since the approval of the fourth position in last year's budget.



Utilities—Wastewater

Manhole Repairs and Cleaning

A few members of the sewer crew attended a week long Collections System Training, hosted by the American Public Works Association. The crew learned valuable information about vacuum truck operation and maintenance, nozzle selection, safety, root control, preparedness culture and emergency response. This month the crew continued to clean sewer mains and conduct manhole repairs.



Utilities—Water

Water System Survey

This month the Oregon Health Authority (OHA) conducted a “System Survey” for the City of Wilsonville. A system survey is an on-site review of a water system. Representatives from the State take a look at the water system’s sources, treatment process, storage facilities, distribution system, operation and maintenance procedures, monitoring, and management for the purpose of evaluating the system’s capability of providing safe water to the public.

The last survey was conducted in 2016 and the City’s water system received the designation of being an “Outstanding Performer”. Systems that are designated outstanding performers have their water system survey frequency reduced from every 3 years to every 5 years. The representatives from the State appeared to be very satisfied with the condition of the system. The results of the survey will be returned to the City later next month.

The water crew spent much of the month sprucing up the water sites and facilities in preparation for the survey. Paint was touched up, screens were checked and replaced if necessary, reservoir sites were leaf blown, etc.



Utilities—Water

Freezing to Make a Meter Repair

In addition to the preparations for the survey, the crew tackled work orders generated by utility billing, performed water line shutdowns for Capital Improvement Project work. The crew had a number of meter replacements this month and a curb stop repair which necessitated a service line freeze.





The Hunkpapa Lakota leader and holy man, Sitting Bull once said, “Behold, my friends, the spring is come; the earth has gladly received the embraces of the sun, and we shall soon see the results of their love.”

Yes, in spite of all the dark and dreary days of winter; all the dark and desolate days of the previous two years, spring has made its appointed arrival. Never early or late, but always right on time is spring.

It is my sincere hope that spring 2022 will bring into each life rainbows never ending, waterfalls forever flowing, Oregon grapes in bloom, and western meadowlarks singing their old familiar tune. Welcome home, spring. Good to see you, my right and trusted friend.

Dwight Brashear
Transit Director

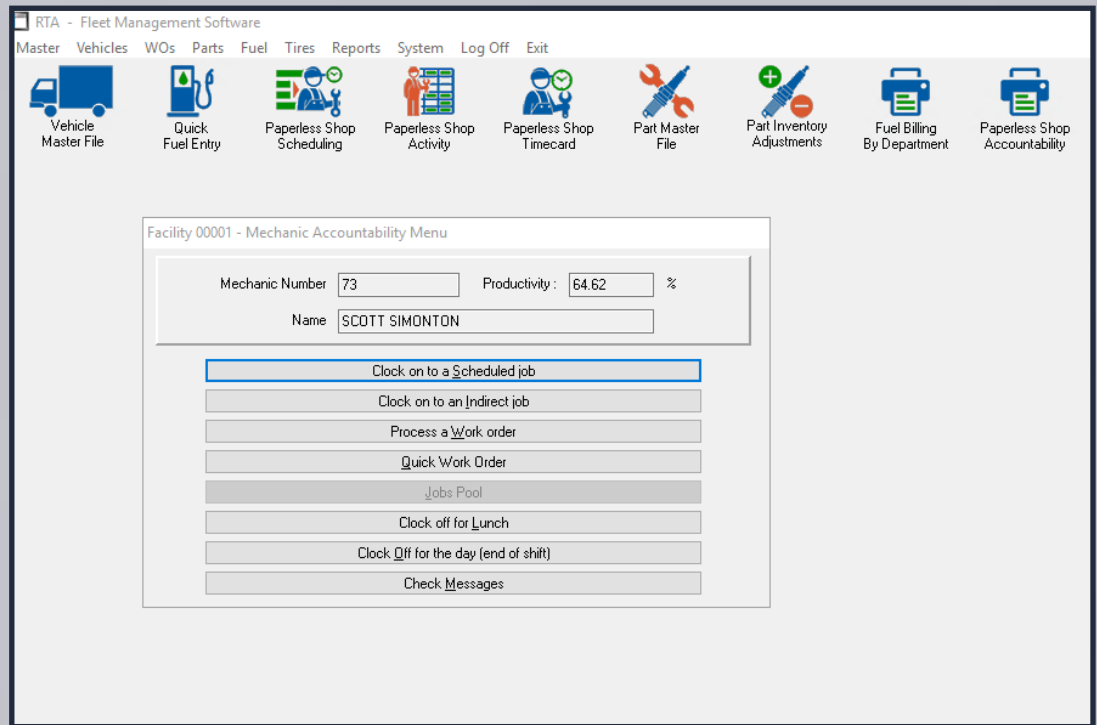
Assistant City Manager, Jeanna Troha, congratulates Dwight Brashear for his 5 years of service at the SMART’s All Staff meeting held March 5, 2022.



Fleet Services – Scott Simonton Fleet Services Manager

New Fleet work order system

We have been working to implement a new version of our existing fleet management software, which will provide more accurate maintenance cost information. This system will be utilized in a way similar to the Cartegraph system used by other City departments. Many thanks to the City’s Information Systems staff for their help with this transition!



Vehicle security

In an ongoing effort to reduce the City’s exposure to vehicle component theft, Fleet has completed the addition/ installation of anti-theft devices to protect commonly targeted components.

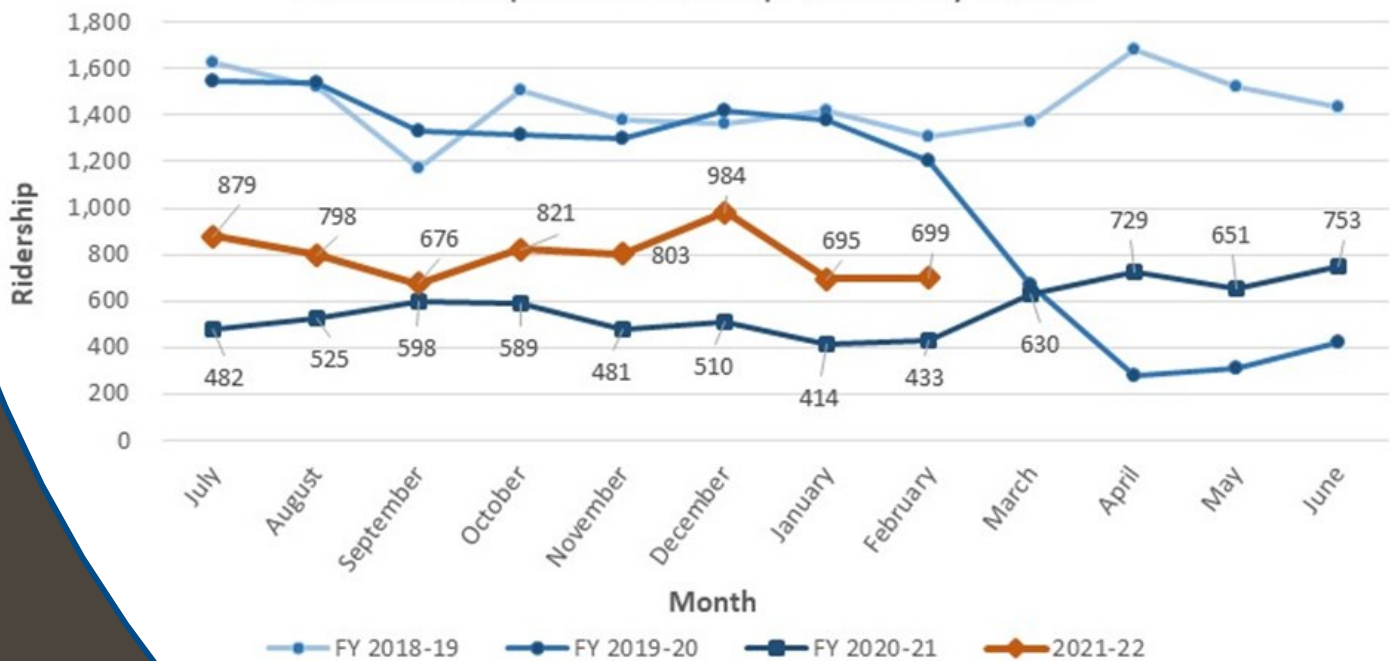


Operations - Eric Loomis Operations Manager

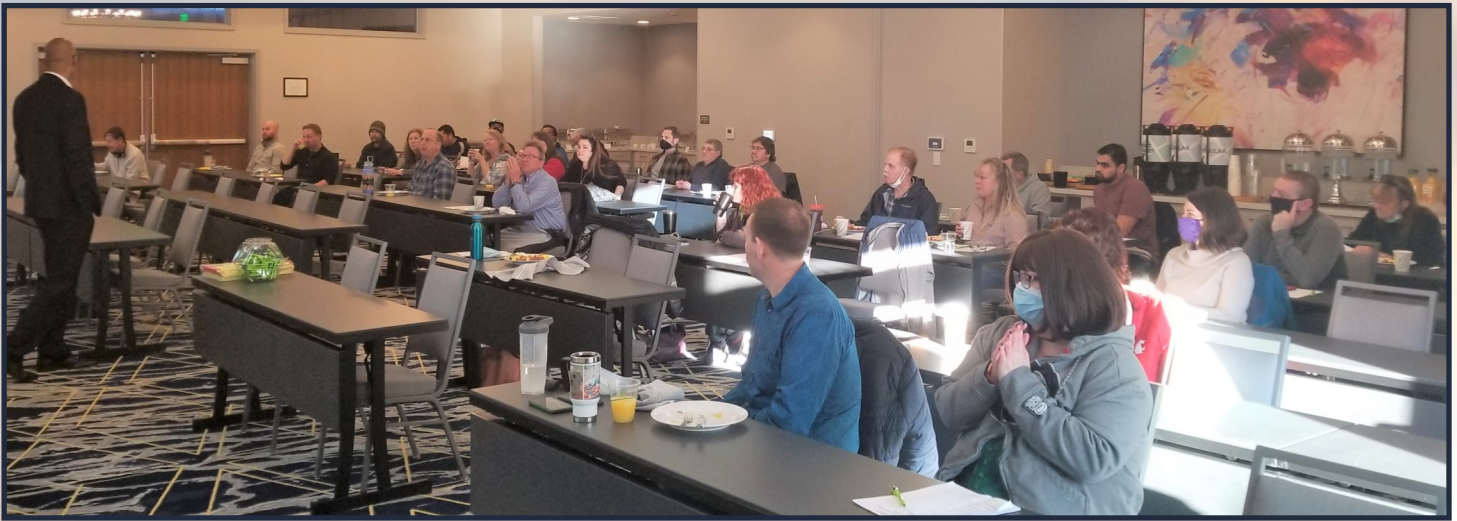
Fixed Route Ridership Trends by Month



Demand Response Ridership Trends by Month



Operations - Eric Loomis Operations Manager



SMART All Staff meeting held Saturday March 5, 2022

NOW HIRING

JOIN AN AWARD WINNING TEAM & TAKE THE WHEEL OF A GREAT CAREER

RideSMART.com/apply

SMART has hired several drivers in March and we have begun training under the new federal Entry-Level Driver Training (ELDT) program.

These new drivers are a welcome to the SMART team as we have been seeing a driver shortage similar to many agencies across the country.

SMART has been working with Human Resources to produce creative marketing campaigns and incentives to draw in

some great applicants with top-notch customer service skills. For new employees who need to obtain a commercial driver license, our intensive training can take up to eight weeks before they are released to drive on their own.

Safety of our customers, our employees, and the traveling public are of the utmost importance, and is integrated into all aspects of our training program.

We held our annual All Staff meeting in March that focused on the City’s Diversity, Equity, and Inclusion training. We also introduced industry best practices related to customer service and safety. During the meeting we held an award ceremony to recognize employees for their years of service and outstanding accomplishments. Employees also vote to award a colleague, Joyce W. as SMART’s Employee of the Year!

Grants & Program Manager - Kelsey Lewis

Over the last several months, we have been refreshing agreements for a vanpool program that were put on hold during the pandemic. In March, the final agreement was amended and staff will be launching the vanpool program this spring. This is good timing to help Wilsonville employers get back into the swing of things with many employees coming back to their work locations on-site.

During March 2022, we received consultant proposals for the Transit Master Plan update and anticipate Council awarding that contract on April 4. The project will begin with a kick-off meeting and then we'll work with the consultant to create a community engagement plan, including meetings with the Planning Commission and City Council.

And last but not least, we are currently advertising our Transportation Options summer intern position. This summer internship is designed to promote transportation choices at public engagement events, assist with transit master plan engagement and overall SMART marketing, and introduce the intern to the world of transportation planning and public service. We are excited to have interns again!



Transportation Options - Michelle Marston Program Coordinator

SMART Options program began working on Employee Commute Options (ECO) surveys for two large Wilsonville employers during March. ECO surveys were on hold for the last two years due to the pandemic.

Employee Commute Options is a mandatory program for large employers. Under DEQ's ECO Program, employers with more than 100 employees must provide commute options to employees designed to reduce the number of cars driven to work in Portland and surrounding areas. SMART Options provides transportation choices to HR and directly to commuters onsite.

In addition to ECO work, the Walk @ Lunch

program has been scheduled through September and plans to run this summer beginning in June 2022.

SMART also began a social media campaign to encourage new riders to try transit or carpool due to rising gas prices.

