



## **AMENDED - CITY COUNCIL AGENDA**

June 17, 2024 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

---

### **PARTICIPANTS MAY ATTEND THE MEETING AT:**

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

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

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

### **TO PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:**

Register with the City Recorder:

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

Individuals may submit comments online at: <https://www.ci.wilsonville.or.us/SpeakerCard>,

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

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

### **CITY COUNCIL MISSION STATEMENT**

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

### **EXECUTIVE SESSION [5:00 PM]**

ORS 192.660(2)(h) Legal Counsel/Litigation

### **ADJOURN [5:55 PM]**

Break to switch Zoom accounts [5 min.]

### **REVIEW OF AGENDA AND ITEMS ON CONSENT [6:00 PM]**

### **COUNCILORS' CONCERNS [6:05 PM]**

### **PRE-COUNCIL WORK SESSION [6:10 PM]**

- A. [Statewide Transportation Improvement Fund \(STIF\) Plan for the FY26-27 Biennium \(Lewis\) \[15 min.\]](#)
- B. [Frog Pond East and South Master Plan Development Code \(Pauly\) \[30 min\]](#)

### **ADJOURN [6:55 PM]**

### **CITY COUNCIL MEETING**

*The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, June 17, 2024 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on June 4, 2024. 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](#)

**COMMUNICATIONS [7:15 PM]**

**CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:15 PM]**

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

**COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [7:25 PM]**

5. Council President Akervall
6. Councilor Linville
7. Councilor Berry
8. Councilor Dunwell

**CONSENT AGENDA [7:45 PM]**

9. [Resolution No. 3149](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Tapani, Inc. For The West Side Level B Reservoir And Tooze Rd. Transmission Main Project \(Capital Improvement Project #1149/1150/1151\). \(Nacrelli\)](#)

10. [Resolution No. 3153](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement Contract Amendment With Century West Engineering For Engineering Services During Construction Of The 2024 Street Maintenance Project \(Capital Improvement Project No. 4014, 4118, 4725\). \(Barrett/Rice\)](#)

11. **[Resolution No. 3154](#)**

[A Resolution Adopting The Canvass Of Votes Of The May 21, 2024 Primary Election. \(City Recorder\)](#)

12. **[Resolution No. 3157](#)**

[A Resolution Of The City Of Wilsonville Authorizing A Three Year Capital Interfund Loan From The Road Operating Fund To The Street Capital Projects Fund. \(Katko\)](#)

13. **[Resolution No. 3158](#)**

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute The Amended And Restated Intergovernmental Agreement Of Regional Water Provider Consortium \(2023\). \(Kerber\)](#)

14. **[Resolution No. 3159](#)**

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Amend A Construction Contract With Woodburn Construction CM/GC, LLC., Inc. To Construct The Wilsonville Police Department Interim Renovations. \(Montalvo\)](#)

15. **[Resolution No. 3160](#)**

[A Resolution Of The City Of Wilsonville Authorizing A Two Year Capital Interfund Loan From The Water Operating Fund To The Street Capital Projects Fund. \(Katko\)](#)

16. **[Minutes of the May 17, 2024 Special City Council Meeting. \(City Recorder\)](#)**

**NEW BUSINESS [7:50 PM]**

17. **[Resolution No. 3150](#)**

[A Resolution Of The City Of Wilsonville Adopting Administrative Rules Relating To Public Contracting Activities. \(Davidson\)](#)

18. **[Resolution No. 3151](#)**

[A Resolution Of The City Of Wilsonville Amending The Public Art Policy And Guidelines. \(Davidson\)](#)

**CONTINUING BUSINESS [8:10 PM]**

**PUBLIC HEARING [8:10 PM]**

**CITY MANAGER'S BUSINESS [8:10 PM]**

**LEGAL BUSINESS [8:15 PM]**

**ADJOURN [8:20 PM]**

**INFORMATIONAL ITEMS – No Council Action Necessary**

[Pollinator Week Proclamation](#)

[Parks and Recreation Month Proclamation](#)

[City Manager Reports](#)

*Time frames for agenda items are not time certain (i.e. agenda items may be considered earlier than indicated). The City will endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting by contacting the City Recorder at 503-570-1506 or [CityRecorder@ci.wilsonville.or.us](mailto:CityRecorder@ci.wilsonville.or.us): assistive listening devices (ALD), sign language interpreter, and/or bilingual interpreter. Those who need accessibility assistance can contact the City by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.*

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



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> June 17, 2024		<b>Subject:</b> Statewide Transportation Improvement Fund (STIF) Plan for the FY26-27 Biennium	
		<b>Staff Member:</b> Kelsey Lewis, Grants & Programs Manager and Brad Dillingham, Transit Operations Manager	
		<b>Department:</b> SMART	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff is seeking input from the City Council on the Statewide Transportation Improvement Fund plan for the fiscal year 2026-2027 biennium.			
<b>Recommended Language for Motion:</b> N/A			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transit Master Plan	<input type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

Staff will present SMART’s plan for Statewide Transportation Improvement Fund expenditures for the fiscal year (FY) 2026-2027 biennium.

**EXECUTIVE SUMMARY:**

The Oregon Legislature enacted House Bill 2017 in mid-2017 which created a new payroll tax dedicated to the expansion of public transportation services. The payroll tax became effective in 2018 and is included in the Statewide Transportation Improvement Fund (STIF). The fund is administered by the Oregon Department of Transportation (ODOT). ODOT disperses 90% of the STIF funds, following a specific formula, to Qualified Entities (QE) based on the amount of payroll tax generated in their region.

TriMet serves as the QE for the tri-county region for the purpose of administering the STIF planning process. This includes receiving and distributing STIF funds to Clackamas, Multnomah and Washington counties. Each STIF plan covers a period of two years. The FY 2024-2025 plan was reviewed by the City Council in 2023. The current STIF planning process is underway for the FY 2026-2027 plan. As part of the planning process, SMART is required to submit a two-year plan that outlines the projects that will utilize STIF funding. The plan is then submitted to TriMet and sent to the Oregon Transportation Commission (OTC) for final approval.

The City Council will need to approve an intergovernmental agreement (IGA) between the City and TriMet at a future council meeting which will contain the final plan. The estimate for STIF revenue in this period is \$4 million for the biennium. Staff is also including \$2.5 million in anticipated unspent funds from prior years, and \$1.6 million in Regional Coordination funds from TriMet for a total of \$8.1 million.

In order to receive STIF funding, a project must be included in the plan. If a project was approved in a previous plan, it must continue to appear in subsequent plans to receive funding during the new plan cycle. The list of projects below are consistent with the Transit Master Plan and are either new or existing projects.

***Continuing Projects from Existing STIF Plan***

Route 2X Express Service from Tualatin to Wilsonville  
 Continued Service on Routes 1X, 2X, 7 and Neighborhood Shuttles  
 I-205 Express Service to Clackamas Town Center  
 Alternative Fuel Buses- Grant Match  
 Transit Oriented Development Customer Service (2.0 FTE)  
 Service Expansion to Woodburn  
 Out-of-town Medical Dial-a-Ride Service  
 STIF Audit  
 Program Reserve

***New Projects Proposed in 2026-2027 STIF Plan***

Bus Stop Amenities to Improve Access to Transit  
 Supervisor Van  
 Fleet Technology Staffing (0.75 FTE)  
 Consultant for Town Center Transit Hub Siting

**Approximate Funding**

Direct STIF Funds: \$4,000,000

Regional Coordination Funds: \$1,600,000

Previous Plan Unspent Funds: \$2,500,000

Total: \$8,100,000

**TIMELINE:**

Staff intends to submit the plan to TriMet in July or August 2024. TriMet is responsible for combining and submitting the Tri-County regional public service providers' STIF plans as the region's Qualified Entity. TriMet is required to have the entire plan approved by their Board of Directors before advancing the STIF plan to ODOT. This is anticipated to happen in the fall. Finally, the OTC is expected to approve the plan in January 2025.

**CURRENT YEAR BUDGET IMPACTS:**

There are no current budget year impacts.

**COMMUNITY INVOLVEMENT PROCESS:**

Project ideas in this plan come from public engagement during the creation of the 2023 Transit Master Plan. This plan is available at <https://www.ridesmart.com/transit/page/transit-master-plan>.

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

All of these projects will increase access to and utilization of the transit system in Wilsonville.

**ALTERNATIVES:**

The City Council could choose not to advance the STIF plan, however, if SMART does not submit a plan, SMART will not be eligible for STIF funds during the biennium.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

N/A



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> June 17, 2024		<b>Subject:</b> Frog Pond East and South Master Plan Development Code	
		<b>Staff Member:</b> Daniel Pauly, Planning Manager	
		<b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable <b>Comments:</b> The Planning Commission held a number of work sessions starting in January 2023. The Commissions input and guidance are reflected in the draft Code amendments.	
<b>Staff Recommendation:</b> Provide requested input on draft Code amendments for Frog Pond East and South Implementation.			
<b>Recommended Language for Motion:</b> N/A			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand home ownership	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond East and South Master Plan	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

This work session will provide the Council an additional opportunity to review the draft City Code amendments (Attachments 1 and 2) to implement the 2022 Frog Pond East and South Master Plan prior to public hearings.



**EXECUTIVE SUMMARY:**

The Frog Pond East and South Master Plan, adopted by City Council in December 2022, provides clear policy direction and guidance for future development in Frog Pond East and South. An important implementation step is to develop a detailed set of Development Code standards.

In recent work sessions the Council reviewed related draft Development Code and Nuisance Code amendments planned to apply citywide and Development Code amendments located in Section 4.127, Residential Neighborhood (RN) Zone, which is the zoning for Frog Pond, including Frog Pond East and South.

Attachments 1 and 2 contain the current draft of proposed amendments which incorporate feedback from City Council, Planning Commission, City Staff reviewers, and stakeholders since the last versions the Council saw in April and May. The attachments include information boxes for each amendment or group of amendments to help the Council and interested parties navigate the amendment package. The example below includes an explanation of what each field in the box is intended to portray.

<b>Amendment Description:</b>	A short description of the proposed amendment for reference and orientation of the reader
<b>Applicability:</b>	Provides clarity to whether the proposed amendment applies to citywide residential development, Frog Pond West, and/or Frog Pond East and South.
<b>Impacted Code Section(s):</b>	Provides a reference to the code section, and any applicable subsection, in which the amendment is proposed. Where the section or subsection is new, “(new)” is added after the reference.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Explains how the proposed amendment relates to implementation of the Frog Pond East and South Master Plan. The vast majority relate, with a couple unrelated minor amendments being done because it is more efficient than going through a separate code amendment process.
<b>Rationale for Amendment Text:</b>	Provides a summary of the why and how of the chosen code text.
<b>Recent Edits:</b>	As applicable, calls attention to edits to the amendments since the last package of amendments were published in May. Where there have not been edits, the field states “None”.

In this work session, staff seeks any additional feedback or concerns about specific Development Code amendments prior to adoption hearings schedule for Planning Commission in July and the City Council in August.

**Discussion Questions:**

- What, if any, additional specific feedback does the City Council have on the City Code Amendments in Attachments 1 and 2?

**EXPECTED RESULTS:**

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

**TIMELINE:**

This is the final planned work session after several work sessions over the last 18 months. Planning Commission and City Council public hearings will be held in July and August.

**CURRENT YEAR BUDGET IMPACTS:**

The Development Code implementation work is funded by remaining funds from the \$350,000 Metro grant for the Frog Pond East and South Master Plan and matching City funds in the form of staff time.

**COMMUNITY INVOLVEMENT PROCESS:**

During this implementation phase, the primary focus is on honoring past input. The project team continues to engage key stakeholders for input on draft Development Code amendments.

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

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

**ALTERNATIVES:**

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

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Frog Pond East and South Draft Development Code Amendments (June 5, 2024)
2. Draft Nuisance Code Amendments (June 5, 2024)

### ***Frog Pond East and South Development Code Amendments***

- Text proposed for deletion is ~~struckthrough~~
- Text proposed for addition is **bolded and underlined**
- Figures proposed for deletion have a red "X" over them
- Existing text not proposed for amendments is in plain text
- Staff notes to reviewers for navigation or clarification is *(italicized text is in parathesis)*
- Any other italics is existing or proposed formatting and is not an indicator of amendments

Section 4.001 Definitions

<b>Amendment Description:</b>	Define Net Development Area. Applies Citywide.
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.001 Definitions
<b>Relationship to Frog Pond East and South Master Plan:</b>	Net area is a component for implementation of variety standards called for in the Master Plan.
<b>Rationale for Amendment Text:</b>	The language builds on the existing definition of Gross Development Area, and identifies what specifically is excluded from the Gross Development Area to calculate the Net Development Area.
<b>Recent Edits:</b>	Minor typographical edits

**(.XXX) Development Area, Net: The portion of Gross Development Area that is not required open space in tracts, stormwater facilities in tracts, other similar common-use tracts, or public right-of-way. Net Development Area includes areas used for off-street parking, alleyways and off-street circulation areas, areas covered by primary and accessory structures, private and semi-private yard space, and landscaping and hardscape not otherwise excluded by this definition.**

<b>Amendment Description:</b>	Clean up and clarify definitions regarding lots, lot lines, and yards
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.001 Definitions
<b>Relationship to Frog Pond East and South Master Plan:</b>	Ensures development standards such as setbacks function as intended in all development scenarios contemplated.
<b>Rationale for Amendment Text:</b>	To clean up and clarify certain definitions around lots, lot lines, and yards based on questions that have arisen in implementation of the current code. No policy change intended.
<b>Recent Edits:</b>	Technical edits recommended by City staff after additional internal review. No policy change

- (.XXX) **Lot, Corner: A lot either (1) where two intersecting lot lines both abut a street or private drive or (2) where the shortest lot line abuts a tract with a non-vehicular pathway and an intersecting lot line abuts a street or private drive. Private drives which are bounded on two sides by a single lot shall not be considered in determining if a lot is a corner lot.**
  
- (.XXX) **Lot, Through: A lot where multiple non-intersecting lot lines abut a street, other than a freeway, or private drive. Any lot, except a corner lot, that abuts two or more streets or private drives other than a freeway. Private drives which are bounded on two sides by a single lot shall not be considered in determining if a lot is a through lot.**
  
- ~~(.XXX) **Lot, Front: The boundary line of a lot abutting a street, other than a boundary line along a side or rear yard. If the lot does not abut a street, the narrowest boundary line shall be considered to be the front.**~~
  
- (.XXX) **Lot Line, Front: Except for Corner Lots and Through Lots, ~~the~~ The boundary line of a lot abutting a street or private drive, other than a boundary line along a side or rear yard. If no boundary lines of a lot abut a street or private drive, but do abut a tract with a non-vehicular pathway with vehicle access to the lot provided via an alley, then the boundary line abutting the tract with a pathway is the Front Lot Line. the narrowest boundary line shall be considered to be the front. In the Village zone: the case of an interior lot, the lot line separating the lot from the public space, street or private drive, other than an alley. in In the case of a corner lot **Corner Lot**, the shortest lot line along a public space **tract with a pathway**, street or private drive, other than an alley. **In the case of a Through Lot, the narrowest boundary line abutting a street or private drive, and if multiple boundary lines abutting a street or private drive are of the same length, the boundary line on the lower classification street, and if both of equal length and on the same street classification, the boundary line indicated as the front on a final plat.** A private drive bounded on two sides by a single lot shall not be considered in determining lot lines.**

<b>Amendment Description:</b>	Define live-work
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.001 Definitions
<b>Relationship to Frog Pond East and South Master Plan:</b>	Clarifies allowance of live-work units as it relates to implementation of the Commercial Main Street.
<b>Rationale for Amendment Text:</b>	Establishes a clear definition for this type of use allowed in the Frog Pond East Commercial Main Street and elsewhere in the City. The definition is adapted from one from Oregon City with feedback from City staff that have worked with approval of other live-work units in Villebois and Town Center.
<b>Recent Edits:</b>	Established the definition for both Live-Work Dwelling Units, which would be limited to fifty percent of the Commercial Main Street frontage as well as Business-Integrated Dwelling Units, which adds additional flexibility to add accessory dwelling units to commercial spaces.

**(.XXX) Live-Work Dwelling Unit: A dwelling unit where (1) the ground-level front façade has a commercial-type store front determined by having at least sixty percent glazing and a permanent architectural cover over the entry (2) the interior along the building frontage is designed for workspace and no kitchen, bathroom, bedroom, closet, or storage is adjacent to the front façade and (3) all or a portion of the dwelling unit meets the commercial building code to support an accessory commercial or light industrial use. This is differentiated from a home occupation or home business in that the dwelling unit is specifically designed to accommodate a commercial or light industrial use, whereas a home occupation or home business takes place in a residential structure without such specific design. This is differentiated from a Business-Integrated Dwelling Unit in that in a Live-Work Dwelling Unit the residential and commercial uses are not required to be fully divided physically.**

**(.XXX) Business-Integrated Dwelling Unit(s) (BIDU): A dwelling unit integrated with a non-residential use where (1) the dwelling unit is the secondary use, (2) the dwelling unit does not exceed a ground floor footprint greater than an area equal to 40 percent of the ground floor non-residential use, (3) the dwelling unit is separated from the non-residential use by a demising wall, and (4) the dwelling unit has direct interior entry from the non-residential use. Sometimes called a “Work-Live” Unit. This is differentiated from a Live-Work Dwelling Unit in that the dwelling unit must be fully divided from the non-residential use and that the space designed to be non-residential cannot be used for residential.**

<b>Amendment Description:</b>	Mobility-ready Definition
<b>Applicability:</b>	Citywide, but primarily Frog Pond East and South at this time
<b>Impacted Code Section(s):</b>	4.001 Definitions
<b>Relationship to Frog Pond East and South Master Plan:</b>	Mobility-ready units is one of the “target” unit types identified to require a minimum of to help ensure accessible housing is available within the planned variety in Frog Pond East and South.
<b>Rationale for Amendment Text:</b>	The definition seeks to define a unit that can be adaptable for use of individuals with limited mobility without getting into details that would be under the jurisdiction of the building code like counter heights, doorway widths, and bathroom grab bars.
<b>Recent Edits:</b>	Refined to replace subjective “minimal stairs” with objective “up to two stairs”

**(.XXX) Mobility-Ready Unit: A dwelling unit with a kitchen, full bathroom, and bedroom on a single-level and that level is accessible from a parking space or public sidewalk without the use of stairs or with up to two stairs with space to add a wheelchair accessible ramp.**

<b>Amendment Description:</b>	Urban Form Type definitions
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.001 Definitions
<b>Relationship to Frog Pond East and South Master Plan:</b>	Key definitions to implement the different residential urban forms identified in the Master Plan.
<b>Rationale for Amendment Text:</b>	Detailed definitions consistent with the language and intent in the Master Plan.
<b>Recent Edits:</b>	None

**(.XXX) Urban Form: The physical characteristics of an area determined by the bulk, placement, and spacing of buildings and related site improvements.**

**(.XXX) Urban Form Type: In the Residential Neighborhood (RN) Zone, a categorization between different planned Urban Forms with Type 1 having the most urban look and feel and Type 3 having the least urban look and feel.**

**(.XXX) Urban Form Type Designation: A designation applied to land within the Residential Neighborhood (RN) Zone that determines Urban Form Type and what lot and structure standards apply to guide Urban Form.**



<b>Amendment Description:</b>	Administrative review of multi-family structures
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.030
<b>Relationship to Frog Pond East and South Master Plan:</b>	Reflects the allowance of a wide variety of housing types, including various types of multi-family, throughout the Master Plan area.
<b>Rationale for Amendment Text:</b>	<p>The language intends to provide clarity that all residential buildings are subject to administrative review. The primary policy change is making multi-family housing (apartments) throughout the City subject to administrative review consistent with other residential structures subject to clear and objective standards, rather than subject to Site Design Review like commercial and industrial buildings. Multi-family buildings with seven or more units will require Class II Administrative Review, which requires public notice.</p> <p>The new process for multi-family applies only to the building and the immediately surrounding site improvements like landscaping. Site design and layout for apartment complexes remains subject to Development Review Board review.</p>
<b>Recent Edits:</b>	Minor typographical edits.

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

- (.01) *Authority of Planning Director.* The Planning Director shall have authority over the daily administration and enforcement of the provisions of this Chapter, including dealing with non-discretionary matters, and shall have specific authority as follows:
  - A. A Class I application shall be processed as a ministerial action without public hearing, shall not require public notice, and shall not be subject to appeal or call-up, except as noted below. Pursuant to Class I procedures set forth in Section 4.035, and upon finding that a proposal is consistent with the provisions of this Code and any applicable Conditions of Approval, shall approve the following, with or without conditions:
    - 4. Building permits for **residential structures in residential zones not subject to Site Design Review, except for multi-family structures with seven or more units, single family dwellings, middle housing, and in the Village zone, row houses or apartments,** meeting clear and objective zoning, siting, and design requirements standards and located on lots that have been legally created. The Planning Director's approval of such plans shall apply only to Development Code requirements and shall not alter the authority of the Building Official or City Engineer on these matters.
  - B. A Class II application shall be processed as an administrative action, with or without a public hearing, shall require public notice, and shall be subject to appeal or call-up, as noted below. Pursuant to Class II procedures set forth in Section 4.035, the Director shall approve, approve with conditions, deny, or refer the application to the Development Review Board for a hearing:
    - 12. **Architectural and site plans, including modifications and remodels, for multi-family residential structures in residential zones with seven or more units not subject to Site**

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

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

<b>Amendment Description:</b>	Clarify exceptions to open space requirements for multi-family development
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.113 (.01)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Supports the broader code amendments allowing multi-family development to be reviewed similar to middle housing and detached single-family homes, which in turn supports the variety of housing throughout Frog Pond East and South called for in the Master Plan.
<b>Rationale for Amendment Text:</b>	These code edits avoid applying open space requirements to multi-family development twice, once when a subdivision or complex is approved, and once when a building permit is applied for. The new Subsection 2.c. makes clear that no additional open space requirements are applicable when a multi-family building is proposed in a previously approved subdivision or complex.
<b>Recent Edits:</b>	Modified applicability and review language to simplify and provide additional clarity regarding when the open space requirements do not apply. No change in policy.

(.01) *Open Space:*

- A. *Purpose.* The purposes of the following standards for open space are to provide adequate light, air, open space and usable recreational facilities to occupants of each residential development.
- B. *Applicability and Review.*
  - 1. The open space standards of this subsection shall apply to all residential development with the following exceptions:
    - a. Partitions for non-Multi-family development. However, serial or adjacent partitions shall not be used to avoid the open space requirements.
    - b. Development **within a previously approved Stage II Planned Development area so long as the Gross Development Area of the Stage II Planned Development area does not increase, the land being developed was previously designated for residential development, and there is no decrease in area of the previously approved required open space.**
  - 2. The amount and location of open space required in this subsection is determined at the time of Stage II Final Plan review.**
  - 3. The design of required open space is reviewed through Site Design Review.**

...

D. *Required Open Space Characteristics:*

...

2. *Types of Open Space and Ownership.* The following types of areas count towards the minimum open space requirement if they are or will be owned by the City, a homeowners' association or similar joint ownership entity, or the property owner for Multi-family Development.

...

<b>Amendment Description:</b>	Clarify stormwater facilities in the right-of-way do not count as required open space
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.113 (.01)
<b>Relationship to Frog Pond East and South Master Plan:</b>	None, except that it will ensure required open space planned is provided consistent with this citywide update.
<b>Rationale for Amendment Text:</b>	Minor edit to be clear that stormwater facilities in the right-of-way do not count as required open space, which is the same approach to other landscaped areas within the public right-of-way.
<b>Recent Edits:</b>	None

- c. Non-fenced vegetated stormwater features outside the public right-of-way.

...

<b>Amendment Description:</b>	Consistent setback allowance for ADUs
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.113 (.02)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Supports the Master Plan direction of removing barriers to development of ADUs.
<b>Rationale for Amendment Text:</b>	Ensures larger rear yard setbacks are not a barrier to ADU development everywhere they are permitted by establishing that a 10-foot rear setback is allowed in zones otherwise requiring a larger rear yard setback for purposes of constructing an ADU. The language also applies to other setbacks, including front and side. However, side setbacks are generally already 10-feet or less, and ADUs have historically not been built frequently in front yards.
<b>Recent Edits:</b>	None

(.02) *Building Setbacks* (for Fence Setbacks, see subsection .08). The following provisions apply unless otherwise provided for by the Code or a legislative master plan.

A. *For lots over 10,000 square feet:*

...

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

...

B. *For lots not exceeding 10,000 square feet:*

...

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

...

<b>Amendment Description:</b>	Remove redundant parking standards reference
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.113 (.05) existing parking language removed and replaced with stormwater standards.
<b>Relationship to Frog Pond East and South Master Plan:</b>	None
<b>Rationale for Amendment Text:</b>	The language is redundant.
<b>Recent Edits:</b>	None

<b>Amendment Description:</b>	Establish residential stormwater design standards
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.113 (.05) existing language replaced in its entirety.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Consistent with the stormwater component of the Master Plan and the assumption of land area dedicated to stormwater in the calculations for minimum unit and variety requirements (in 4.127 (.06) Table 6B).
<b>Rationale for Amendment Text:</b>	The language aims to clearly express the City’s stormwater design requirements within the Development Code to provide greater clarity to the development community on the City’s stormwater policy and how it interacts with residential development. This does not represent a change to the City’s current policies as implemented through the Public Works standards.
<b>Recent Edits:</b>	Minor edits for readability and clarity.

(.05) ~~Off Street Parking.~~ Off street parking shall be provided as specified in Section 4.155 **Residential Stormwater Design Standards:**

- A. **Purpose.** The purpose of these standards is to protect the public health and welfare by appropriate management of stormwater to prevent flooding and property damage, and the pollution of streams, groundwater, wetlands, and other natural water features through the use of low impact development design and decentralized stormwater treatment and flow control as required by the City’s NPDES MS4 permit. The purpose of these standards, further, is to thoughtfully integrate the design of stormwater management facilities into the overall design of neighborhoods. These standards work in concert with related Public Works Standards and intend to better integrate the Public Works Standards requirements with land use planning and site layout.
- B. **Low Impact Development.** All stormwater management facilities for treatment and flow control shall follow low impact development design standards.

**C. Sizing.** Stormwater management facility sizing requirements shall be determined in accordance with the City's Public Works Standards. Use of impervious area reduction strategies in the Standards, including pervious hard surfaces and green roofs and tree credits, is encouraged.

**D. Locating.** Stormwater management facilities are required to be integrated with development. Stormwater management facilities shall be located in the following areas of a residential development unless conflicting uses have locational priority as outlined in standard E. The location of stormwater management facilities shall be prioritized in the following order, with 1. (a.-f.) being the highest priority, and 2. (a.-b.) being the lowest priority. High priority locations shall be used to the maximum extent practicable, as determined by the City Engineer or their authorized representative, prior to considering lower priority locations.

**1. High Priority:**

- a. Collector and arterial street medians and planter strips where parallel on-street parking is not permitted;
- b. Curb extensions on local streets and other local street curb areas greater than 6 feet in width;
- c. Unpaved areas within five feet of an alley curb;
- d. Shoulder/planter areas along midblock bike and pedestrian connections, and other off-street trails not otherwise part of larger green spaces and parks;
- e. Edges and buffers around parks and open space; and
- f. Landscaped areas between buildings and the right-of-way that are owned by a homeowners association or similar entity (e.g., common areas, courtyards, pocket parks).

**2. Lower priority:**

- a. Landscaped areas within five feet of building foundations except for detached single-family homes, middle housing and their accessory structures; and
- b. Separate landscape tracts for stormwater facilities.

**E. Conflicting Uses Prioritized Over Stormwater Management Facilities.** The placement of one or more of the following uses shall be prioritized over stormwater management facilities required under D. if a feasible alternative location for the conflicting use is not available.

1. Street trees or other required landscape trees meeting the spacing standards in Section 4.176, including area for root growth of at least 40 square feet per tree;
2. Street lights and other required lighting, including a buffer around the base of the light as required by Portland General Electric;
3. Fire hydrants and Fire Department Connections (FDCs);
4. Manholes, clean outs, pedestals, and vaults for public and franchise utilities;
5. Pedestrian walkways and bicycle paths;
6. Public Utility Easements for gas, electricity, and communication; and
7. Minimum area of usable open space required under Subsection (.01) above. While small, unfenced stormwater management facilities may be integrated into these spaces, they shall not represent more than 10% of the required usable open space and shall have a secondary purpose beyond just stormwater management (e.g. boundary between two different active uses, an intermittent play/storm stream, design element at the entrance or edge of the active open space).

**F. Typically Prohibited Design Elements. To support the integration of stormwater facilities into site design, the following design elements are prohibited unless they are approved by the City Engineer, or their authorized representative, as part of a waiver request;**

- 1. Fences.**
- 2. Retaining walls over two feet in height.**

**G. Waivers to the Standards of this Subsection. The City Engineer, or their authorized representative, may waive the requirements in Subsection B., D., or F. above subject to substantial evidence being provided in the record to support the following findings:**

- 1. To the extent practicable, the design continues to provide for decentralized treatment and flow control.**
- 2. If a proprietary stormwater management system is proposed, such use is necessary and the minimal necessary to address technical issues and/or a site constraint (e.g., high groundwater level, contaminated soil, steep slopes).**
- 3. If a fee in lieu is proposed, it is in support of a City stormwater project within the same sub-basin.**



(.07) Fences:

...

<b>Amendment Description:</b>	Special requirements for narrow fenced areas.
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.113 (.07)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Accommodates a variety of housing configurations as called for in the Master Plan.
<b>Rationale for Amendment Text:</b>	This language, together with new language in Chapter 6, nuisances, provides a simple means to ensure narrow fenced areas are maintained and do not become nuisance areas. The concept is that ensuring access will increase use and with increased use there is a greater propensity for maintenance.
<b>Recent Edits:</b>	None

**E. When fences create an enclosed side yard area five feet or less in width, gates or other openings shall be provided creating a through connection to either a rear yard or alley.**

...

<b>Amendment Description:</b>	Removing additional barriers to ADU development
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.113 (.10)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Frog Pond East and South included ADU-focused work to better facilitate construction of these units that can provide a lower cost housing alternative throughout the city. The Master Plan work included identification of specific code edits that can further remove barriers to ADU development. Removing these barriers, together with variety requirements in Frog Pond East and South, will very likely result in ADU development at a higher level than elsewhere in the City.
<b>Rationale for Amendment Text:</b>	The specific changes to remove barriers to ADU development identified as part of the Frog Pond East and South Master Plan include: allowing ADUs for all townhouses, not just those on larger lots; exempting ADUs from maximum lot coverage requirements, which is a common regulatory barrier; and removing any special review process, making their review the same as detached homes or middle housing.
<b>Recent Edits:</b>	Edits to provide more clarity based on City staff feedback. No policy change.

(.10) *Accessory Dwelling Units:*

- A. Accessory Dwelling Units, are permitted subject to standards and requirements of this Subsection.
- B. *Standards:*
  - 1. Number Allowed.
    - a. For detached single-family dwelling units and for townhouses ~~on lots meeting the minimum lot size for detached single family in the zone:~~ One per dwelling unit.
    - b. For all other dwelling units: None.
  - 2. Maximum Floor Area: per definition in Section 4.001, 800 square feet of habitable floor area. Per Subsection 4.138(.04)C.1., in the Old Town Overlay Zone the maximum is 600 square feet of habitable floor area. Larger units shall be subject to standards applied to duplex housing.
  - 3. Accessory dwelling units shall be on the same lot as the dwelling unit to which they are subordinate.
  - 4. Accessory Dwelling Units may be either attached or detached, but are subject to ~~all zone~~ standards for **the underlying zone except that ADUs are exempt from lot coverage maximums setbacks, height, and lot coverage, unless those requirements are specifically waived through the Planned Development waiver or Variance approval processes.**
  - 5. *Design Standards:*
    - a. Roof pitch shall be 4:12 to 12:12. No flat roofs allowed.
      - i. Where the primary dwelling unit has a roof pitch of less than 4:12 the minimum roof pitch does not apply.

- b. Roof and siding materials shall match the respective material of one or more of the following: (1) the primary dwelling unit on the same lot, (2) a primary dwelling unit on an immediately adjacent lot, or (3) a primary dwelling unit within the same subdivision.
  - i. For the purpose of the requirement to match material, fiber cement siding made to appear like wood, stucco, or masonry may be used to match wood, stucco, or masonry respectively.
- c. Where design standards established for a zone or overlay zone are more restrictive and/or extensive than a. and b. above the more restrictive and/or extensive design standards shall apply. This includes design standards for the Village (V) Zone, the Residential Neighborhood (RN) Zone, and the Old Town Overlay Zone.
- 6. ~~Where an Accessory Dwelling Unit is proposed to be added to an existing residence and no discretionary land use approval is being sought (e.g., Planned Development approval, Conditional Use Permit approval, etc.) the application shall require the approval of a Class I Administrative Review permit. ADUs are reviewed for compliance during the building permit review process.~~
- 7. Authorization to develop Accessory Dwelling Units does not waive Building Code requirements. Increased firewalls or building separation may be required as a means of assuring adequate fire separation from one unit to the next. Applicants are encouraged to contact, and work closely with, the Building Division of the City's Community Development Department to assure that Building Code requirements are adequately addressed.
- 8. Each accessory dwelling unit shall provide complete, independent permanent facilities for living, sleeping, eating, cooking, bathing and sanitation purposes, and shall have its own separate secure entrance.
- 9. Reserved.
- 10. Accessory dwelling units may be short-term rentals, but the owner/local operator must be in compliance with Chapter 7 of Wilsonville Code, which may include an active business license with the City of Wilsonville for a short-term rental business and payment of all applicable lodging and other taxes.

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

<b>Amendment Description:</b>	Clarify applicability of certain residential design standards by zone
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.113 (.14) A.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates to the applicability of design standards for the variety of housing types called for in Frog Pond East and South in the Master Plan.
<b>Rationale for Amendment Text:</b>	The minor edits provide more clarity to where alternative design standards are provided and thus the citywide standards do not apply. This includes being clear of all the standards that do apply in Frog Pond East and South.
<b>Recent Edits:</b>	Minor edits for readability and clarity.

- A. The standards in this subsection apply in all zones, except as indicated in 1.—~~2~~ **3.** below:
1. The Façade Variety standards in Subsection C.1. do not apply in the Village Zone or **the Frog Pond West neighborhood in the Residential Neighborhood Zone**, as these zones/**areas** have their own variety standards, except that the standards do apply to middle housing development with multiple detached units on a single lot for which the standards of these zones/**areas** do not address.
  2. The entry orientation and window standards for triplexes, quadplexes, and townhouses in Subsections D.1-2. and E. 2-3. do not apply in the Village Zone or Residential Neighborhood Zone as these zones have their own related standards applicable to all single-family and middle housing.
  - 3. The window standards for triplexes, quadplexes, and townhouses in Subsection D. 2. And E. 3. do not apply in the Village Zone or the Frog Pond West neighborhood in the Residential Neighborhood Zone as these zones/areas have their own related standards applicable to all single-family and middle housing.**

...

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

...

<b>Amendment Description:</b>	Clarify measurement of garage doors
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.113 (.14)
<b>Relationship to Frog Pond East and South Master Plan:</b>	None, but ensures consistency in implementing similar standards throughout the City, including Frog Pond East and South.
<b>Rationale for Amendment Text:</b>	These minor edits provide consistency with similar proposed amendments in the RN Zone (Section 4.127) text.
<b>Recent Edits:</b>	None

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

...

F. Standards applicable to Cottage Clusters.

...

12. *Parking Design (see Figure 15. Cottage Cluster Parking Design Standards).*

...

- d. *Garages and carports.*

...

- iv. Garage doors for attached and detached individual garages must not exceed 20 feet in width **as measured from the interior of the garage door frame.**

G. Standards applicable to Cluster Housing besides Cottage Clusters.

...

4. *Garages and Off-Street Parking Areas.* The combined width of all garages **(measured from the interior of the garage door frame)** and outdoor on-site parking and maneuvering areas shall not exceed a total of 50 percent of any street frontage (other than an alley). Garages and off-street parking areas that are separated from the street property line by a dwelling are not subject to this standard. (See Figure 6. Width of Garages and Parking Areas).

...

<b>Amendment Description:</b>	Clarify process for alternative discretionary review of residential design standards
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.113 (.14) J.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Consistent with language in the RN Zone (4.127) related to the Master Plan language regarding alternative discretionary review.
<b>Rationale for Amendment Text:</b>	Minor edits provide clarity for process to require alternative discretionary review of residential design standards.
<b>Recent Edits:</b>	None

J. Alternative Discretionary Review: As an alternative to meeting one or more design standards of this subsection an applicant may request **a waiver as part of** Site Design Review by the Development Review Board of a proposed design. In addition to the **waiver criteria in Sections 4.118 and 4.140 and applicable** Site Design Review Standards, affirmative findings shall be made that the following standards are met:

1. The request is compatible with existing surrounding development in terms of placement of buildings, scale of buildings, and architectural design;
2. The request is due to special conditions or circumstances that make it difficult to comply with the applicable Design Standards, or the request would achieve a design that is superior to the design that could be achieved by complying with the applicable Design Standards; ~~and~~
3. The request continues to comply with and be consistent with State statute and rules related to Middle Housing, including being consistent with State definitions of different Middle Housing types; ~~and~~
4. **The request remains substantially consistent with any legislative master plan the property is included within.**

<b>Amendment Description:</b>	Design standards for multi-family housing
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.113 (.15) (new)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates to the applicability of design standards for the variety of housing types called for in Frog Pond East and South in the Master Plan.
<b>Rationale for Amendment Text:</b>	The detailed design standards allow for the administrative review of multi-family development consistent with how other residential development is reviewed. The standards below were adapted by expert consultants from the design standards for buildings of similar bulk in the City’s existing design standards, particularly townhouses. In addition, consideration was given for typical larger parking areas for multi-family development.
<b>Recent Edits:</b>	Clarification of applicability, particularly related to mixed-use buildings and the Village and Town Center zones. Minor edits to increase clarity.

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

- A. Purpose and Intent.** The purpose of the multi-family design standards is to create and maintain street frontages that are varied and attractive, create an environment that is conducive to walking, and provide natural surveillance of public spaces. The standards will also promote building details in multi-family development that provide visual interest, contribute to a high-quality living environment for residents, give a sense of quality and permanence, and enhance compatibility with the surrounding community. The design standards also aim to create consistency with design standards for other residential unit types that multi-family housing may be built adjacent to.
- B. Applicability.** These standards apply to all multi-family development except for the following:
  - 1. Mixed-use buildings that include ground floor commercial and multi-family residential above.**
  - 2. Multi-family buildings in the Village and Town Center Zones which are subject to zone-specific standards in either Section 4.125 or 4.132.**
- C. Entrance Orientation.**
  - 1. At least one main entrance for each multi-family structure must either meet the standards in subsections a. and b. below, or must meet the alternative standard in subsection C.2.**
    - a. The entrance must be within eight feet of the longest street-facing exterior wall of the structure; and**
    - b. The entrance must either:**
      - i. Face the street;**
      - ii. Be at an angle of up to 45 degrees from the street; or**
      - iii. Open onto a porch. The porch must:**
        - a. Be at least 25 square feet in area; and**
        - b. Have at least one entrance facing the street or have a roof.**

2. Alternative standard. As an alternative to subsection 1., a main entrance to a multi-family structure may face a courtyard if the courtyard-facing entrance is located within 60 feet of a street and the courtyard meets the following standards:
  - a. The courtyard must be at least 15 feet in width;
  - b. The courtyard must abut a street; and
  - c. The courtyard must be landscaped or hard-surfaced for use by pedestrians.
- D. Windows. A minimum of 15 percent of the area of all public-facing façades must include windows or entrance doors. Façades separated from the street or public space by a dwelling are exempt from meeting this standard. Required windows shall be clear glass and not mirrored or frosted, except for bathrooms.
- E. Articulation.
  1. Minimum Articulation. All public-facing façades shall incorporate a selection of the following design elements at a minimum interval of every 30 feet. The minimum number of design elements from this list that will be required is determined by dividing the façade length (in feet) by 30 and rounding up to the nearest whole number.
    - a. Varying rooflines.
    - b. Offsets of at least 12 inches.
    - c. Balconies.
    - d. Projections of at least 12 inches and width of at least three feet.
    - e. Porches.
    - f. Entrances that are recessed at least 24 inches or covered.
    - g. Dormers at least three feet wide.
  2. Articulation Element Variety. Different articulation design elements shall be used as provided below, based on the length of the facade. For the purpose of this standard, a "different element" is defined as one of the following: a completely different element from the list in subsection E.1. above; the same element but at least 50 percent larger; or varying rooflines that are vertically offset by at least three feet.
    - a. Where two to four elements are required on a façade by E.1., at least two different elements shall be used.
    - b. Where more than four elements are required on a façade by E.1., at least three different elements shall be used.
- F. Pedestrian Access and Circulation. The following standards are intended to ensure safe and efficient circulation for pedestrians within multi-family development.
  1. Each multi-family development shall contain an internal pedestrian circulation system that makes connections between individual units and parking areas, green focal points and other common open space areas, children's play areas, and public rights-of-way. All pedestrian connections (walkways) shall meet the following standards:
    - a. Except as required for crosswalks, per subsection 3., where a walkway abuts a vehicle circulation area, it shall be physically separated by a curb that is raised at least six inches or by bollards.
    - b. Walkways shall be constructed of concrete, asphalt, brick or masonry pavers, or other hard surface, and not less than five feet wide.
  2. All walkways shall comply with the requirements of the Americans with Disabilities Act.
  3. In order to provide safe crossings of driveways and parking areas, crossings shall be clearly marked with either contrasting paving materials (such as pavers, light-color concrete inlay between asphalt, or similar contrasting material) or reflective striping that emphasizes the crossing under low light and inclement weather conditions.
  4. Pedestrian connections shall be provided between buildings within the development, and between the development and adjacent rights-of-way, transit stops, parks, schools, and commercial developments. At least one connection shall be made to each adjacent street and sidewalk for every 200 linear feet of street frontage. Sites with less than 200 linear feet of street frontage shall provide at least one connection to the street and/or sidewalk.



**G. Off-Street Parking Location and Design.** The following standards are intended to support a pedestrian-friendly street environment and to minimize the visual impacts of parking areas and garages.

- 1. Off-street parking spaces and drive aisles shall not be located in the Front Yard.**
- 2. Off-street parking areas shall not occupy more than 50% of the total length of each street frontage as measured 20 feet from the street property line. Drive aisles without adjacent parking spaces and not between buildings and the street do not count as parking areas for the purposes of this standard.**
- 3. Off-street parking spaces shall not be located within ten feet of any property line, except alley property lines. Driveways and drive aisles necessary to connect to the street are permitted within ten feet of property lines.**
- 4. Landscaping, fencing, or walls at least three feet tall shall separate parking areas from useable open space, green focal points, and public streets (except alleys).**
- 5. If garages are attached to a street-facing facade, they may not be located closer to the street property line than the building facade.**
- 6. Driveways associated with attached garages that take direct individual access from a public or private street must meet the townhouse driveway and access standards in Subsection 4.113 (.14) E. 5. For the purpose of those standards, each individual multi-family garage shall meet the standards applicable to a townhouse or townhouse lot.**

<b>Amendment Description:</b>	Clarify that residential design standards are among the standards subject to waivers
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.118
<b>Relationship to Frog Pond East and South Master Plan:</b>	Supports the allowance for alternative discretionary review called for in the Master Plan.
<b>Rationale for Amendment Text:</b>	Residential design standards did not exist in the way they do now when this code language in Section 4.118 was created. This provides clarity that an applicant can apply for a waiver for residential design standards.
<b>Recent Edits:</b>	None

4.118 Standards Applying to all Planned Development Zones

- (.03) Notwithstanding the provisions of Section 4.140 to the contrary, the Development Review Board, in order to implement the purposes and objectives of Section 4.140, and based on findings of fact supported by the record may:
  - A. Waive the following typical development standards:
    - ...
    - 13. Architectural design standards, **including residential design standards;**

<b>Amendment Description:</b>	Consistent setback allowance for ADUs
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.120 and 4.123
<b>Relationship to Frog Pond East and South Master Plan:</b>	Supports the Master Plan direction of removing barriers to development of ADUs.
<b>Rationale for Amendment Text:</b>	Ensures larger rear yard setbacks are not a barrier to ADU development everywhere they are permitted by establishing that a 10-foot rear setback is allowed in zones otherwise requiring a larger rear yard setback for the purposes of constructing an ADU.
<b>Recent Edits:</b>	None

Section 4.120 (.05) FDA-H Dimensional Standards

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

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

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

Section 4.127. Residential Neighborhood (RN) Zone.

...

(.02) *Permitted uses:*

- A. Open Space.

<b>Amendment Description:</b>	Updated residential permitted uses for RN Zone
<b>Applicability:</b>	The entirety of Frog Pond, however there is no change to permitted uses in Frog Pond West
<b>Impacted Code Section(s):</b>	4.127 (.02)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Reflects the variety of residential unit types encouraged in the Master Plan
<b>Rationale for Amendment Text:</b>	Rather than the prior allowed unit types one by one, this revised language reflects that the entire array of unit type are allowed, and then addresses certain limitations including: existing restrictions in Frog Pond West from the Frog Pond West Master Plan, the variety standards for Frog Pond East, and the commercial nature of the Commercial Main Street area.
<b>Recent Edits:</b>	The list was renumbered to increase readability.

B. **Residential dwelling units with the following limitations:**

**1. Frog Pond West Neighborhood:**

**a. During initial development:**

**i. a maximum of two townhouses may be attached, except on corners, a maximum of three townhouses may be attached.**

**ii. triplexes are permitted only on corner lots and quadplexes are not permitted.**

**iii. only two-unit cluster housing is permitted except on corner lots where three-unit cluster housing is permitted.**

**b. Multi-family dwelling units are not permitted within the Frog Pond West Neighborhood, consistent with the Frog Pond West Master Plan.**

**2. In the Frog Pond East and South Neighborhoods, the extent and mix of different types of dwelling units is limited and controlled by the variety standards in Subsection (.06) C. – E. and related standards.**

**3. Only multi-family dwelling units in a mixed-use development are allowed in the Commercial Main Street area as described in Subsection (.07) A. 1. and shown in Figure A-7. Ground-floor residential units are required to be live-work and in aggregate are limited to a maximum of 50% of the building frontage along SW Brisband Street.**

C. Public or private parks, playgrounds, recreational and community buildings and grounds, tennis courts, and similar recreational uses, all of a non-commercial nature, provided that any principal building or public swimming pool shall be located not less than 45 feet from any other lot.

<b>Amendment Description:</b>	Define permitted uses for the Commercial Main Street in Frog Pond East
<b>Applicability:</b>	Commercial Main Street area of Frog Pond East
<b>Impacted Code Section(s):</b>	4.127 (.02)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Implements the Commercial Main Street requirement from the Master Plan
<b>Rationale for Amendment Text:</b>	The language intends to clearly layout the amount of the ground floor space for the Commercial Main Street that must be commercial and what is a permitted commercial use that counts toward that minimum amount requirement.
<b>Recent Edits:</b>	Updated the list to add all relevant uses allowed in Town Center based on PC and staff comments. Added the allowance of Business-Integrated Dwelling Units for anywhere in the Brisband Main Street.

**D. For the Commercial Main Street area described in Subsection (.07) A. 1. and shown in Figure A-7, the ground floor allows commercial uses listed under 1.-7. below. Drive-through commercial uses are prohibited. A minimum of 50% of the building frontage along SW Brisband Street must be occupied by these uses with the remainder of the frontage allowed to be live-work multi-family dwelling units consistent with B. 7. above.**

- 1. Retail sales and service of retail products, under a footprint of 30,000 square feet per tenant.**
- 2. Office, including medical facilities.**
- 3. Personal and professional services.**
- 4. Child and/or day care.**
- 5. Food or Beverage service (e.g., restaurants, cafes, brewpubs, bars).**
- 6. \_\_\_\_\_**
- 7. Community services and community centers.**
- 8. Commercial recreation.**
- 9. Religious institutions.**
- 10. Business-Integrated Dwelling Units accessory to uses listed 1.-9. above.**

...

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

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

<b>Amendment Description:</b>	Clear and Objective Identification of the Subdistrict Boundaries
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.05)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Subdistricts are a key regulatory and design component identified in the Master Plan. This language provides the necessary detail to ensure there is clarity in the boundaries of the subdistricts, which in turn is the basis for housing variety requirements and other standards.
<b>Rationale for Amendment Text:</b>	Initially, only a map was planned. However, feedback received indicated that only a map is likely to still leave too much unclarity for specific boundaries. Text was added to supplement the map to clearly define the boundaries for the subdistricts.
<b>Recent Edits:</b>	None

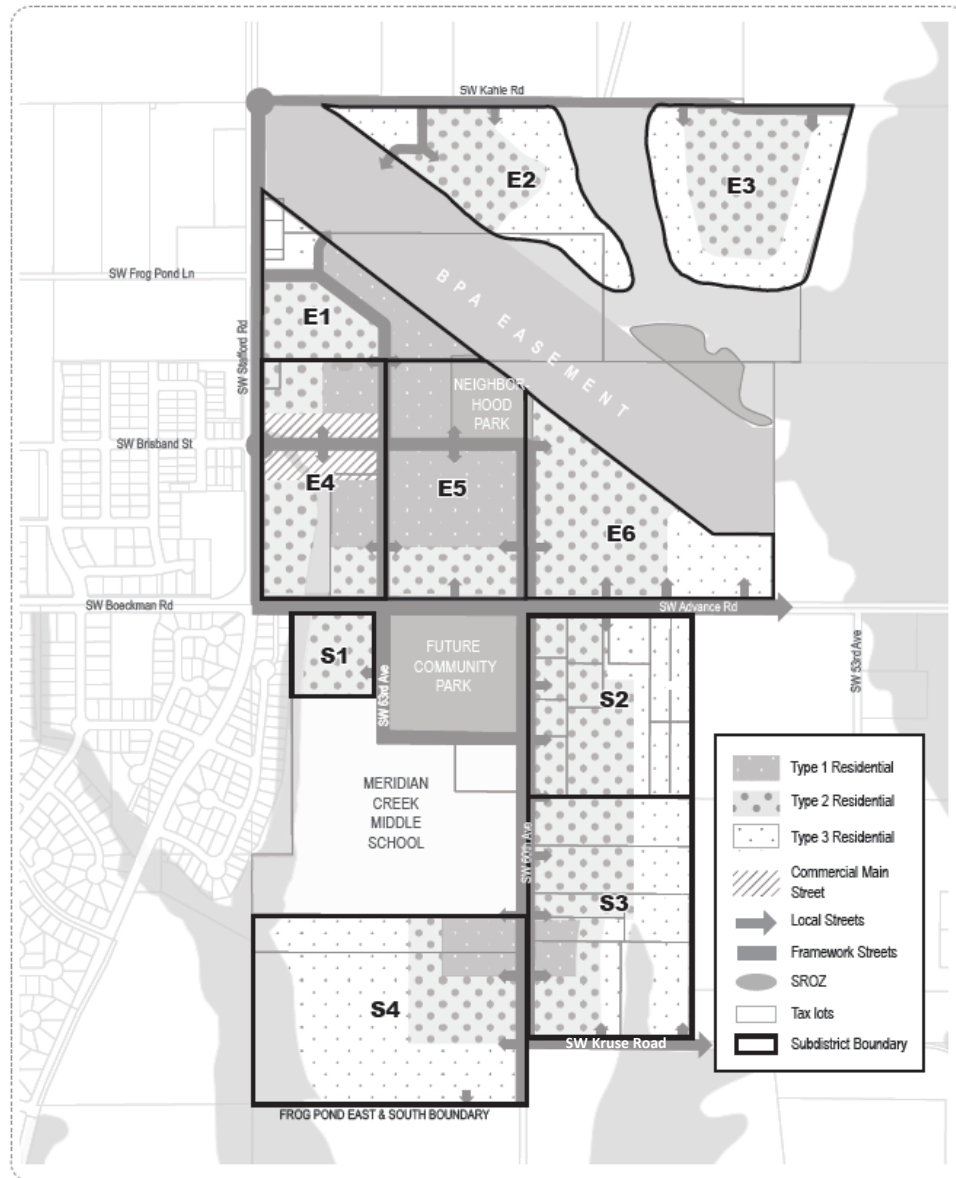
**2. The area of the Frog Pond East and South Master Plan is divided into subdistricts described below, as shown for reference in Figure A-5:**

- a. Subdistrict E1. The area south of SW Kahle Road and the BPA Easement, east of SW Stafford Road, and north of an existing east-west property line approximately 1,232 feet north of SW Advance Road and 1,315 south of SW Kahle Road.**
- B. Sudistrict E2. The area outside the SROZ south of SW Kahle Road, north of the BPA Easement, and west of a creek intersecting SW Kahle Road approximately 1,580 feet east of SW Stafford Road.**
- C. Subdistrict E3. The area outside the SROZ south of SW Kahle Road, north of the BPA Easement, east of Subdistrict E2, and west of and abutting the eastern edge of the Master Plan area.**
- D. Subdistrict E4. The area south of Subdistrict E1, east of SW Stafford Road, north of SW Advance Road, and west of future 63<sup>rd</sup> Avenue extension from the intersection of SW Advance Road and SW 63<sup>rd</sup> Avenue north to Subdistrict 1.**
- E. Subdistrict E5. The area south of Subdistrict E1 and the BPA Easement, east of Subdistrict E4, north of SW Advance Road, and west of future 60<sup>th</sup> Avenue extension from the intersection of SW Advance Road and SW 60<sup>th</sup> Avenue north to the BPA Easement.**
- F. Subdistrict E6. The area south of the BPA Easement, east of Subdistrict E5, north of SW Advance Road, and west of and abutting the eastern edge of the Master Plan area.**
- G. Subdistrict S1. The area south of SW Advance Road, east of and abutting the western edge of the Master Plan area, north of the Meridian Creek Middle School property, and west of SW 63<sup>rd</sup> Avenue.**

**H. Subdistrict S2.** The area south of SW Advance Road, east of SW 60<sup>th</sup> Avenue, and north of an existing property line approximately 956 feet south of SW Advance Road, and west of and abutting the eastern edge of the Master Plan area.

**I. Subdistrict S3.** The area south of Subdistrict S2, east of SW 60<sup>th</sup> Avenue, north of SW Kruse Road, and west of and abutting the eastern edge of the Master Plan area.

**J. Subdistrict S4.** The area south of the Meridian Creek Middle School property, east of and abutting the western edge of the Master Plan area, north of and abutting the southern edge of the Master Plan area, and west of SW 60<sup>th</sup> Avenue.



**Figure A-5. Frog Pond East and South Land Uses and Subdistrict Boundaries**

<b>Amendment Description:</b>	Clarification that certain existing code language relates only to Frog Pond West.
<b>Applicability:</b>	Frog Pond West
<b>Impacted Code Section(s):</b>	4.127 (.06) A.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Ensures existing language applicable to Frog Pond West is clearly separate from new language for Frog Pond East and South implementing the Master Plan.
<b>Rationale for Amendment Text:</b>	Insert the necessary references clarifying what language only applies to the Frog Pond West neighborhood.
<b>Recent Edits:</b>	Simplified title, aligned language for Frog Pond West calculations with practice.

*(.06) Development Allowances:*

- A. The minimum and maximum number of residential lots approved shall be consistent with this Code and applicable provisions of an approved legislative master plan.
  - 1. For initial development of **the Frog Pond West Neighborhood, Table 6A** in this Code and Frog Pond West Master Plan Table 1 establish the minimum and maximum number of residential lots for the sub-districts.
  - 2. For areas that are a portion of a sub-district **in the Frog Pond West Neighborhood**, the minimum and maximum number of residential lots are established by determining the proportional gross acreage **outside of the SROZ** and applying that proportion to the minimums and maximums listed in Table 1. The maximum density of the area may be increased, up to a maximum of ten percent of what would otherwise be permitted, based on an adjustment to an SROZ boundary that is consistent with 4.139.06.
- B. The City may allow a reduction in the minimum density for a sub-district **in the Frog Pond West Neighborhood** when it is demonstrated that the reduction is necessary due to topography, protection of trees, wetlands and other natural resources, constraints posed by existing development, infrastructure needs, provision of non-residential uses and similar physical conditions.

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



Public Facilities (PF)	13	0	0
------------------------	----	---	---

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

<b>Amendment Description:</b>	Minimum Unit Table
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.06) C.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Ensures minimum of 1325 units are built consistent with a Metro Condition of Approval. Establishes minimum amounts of certain target unit types consistent with Implementation Measure 4.1.7.D 2. c. and d. to require minimum amounts of target unit types and middle housing. The table sets the minimums at the subdistrict and tax lot level consistent with Implementation Measure 4.1.7.D. 2. a, which ensures this variety is achieved throughout the planning area.
<b>Rationale for Amendment Text:</b>	<p>Table 6B incorporates a number of requirements into a single table for ease of reference of different requirements, with minimums listed by the smaller of subdistrict or tax lot as directed in the Master Plan.</p> <p>The minimum unit count of 1325 is proportioned to each subdistrict or tax lot based on the amount of assumed net area in each Urban Form Type, with subdistricts or tax lots with Urban Form Type 1 receiving proportionally the most and Urban Form Type 3 receiving proportionally the least.</p> <p>Rather than establish formulas that could cause future uncertainty, the table does the math and just states the answer of the formula. The minimum required of middle housing, small units, and mobility-ready units are listed as numbers, calculated from an assumed moderate buildout, and rounded up to the next whole number. Moderate buildout represents 125% of the minimum buildout. The set percentage for middle housing is 20%, small units is 5%, and mobility-ready units is 10%. These percentages are as recommended by the project team and reviewed by the Planning Commission and City Council in work sessions.</p>
<b>Recent Edits:</b>	Updating the minimums based on revised and simplified model, using a standardized assumed density for each Urban Form Type rather than a previous more complicated formula that made assumptions about housing types. Also, updated footnote references to ensure accurate and complete.

**C. Table 6B establishes the minimum number of housing units that must be developed within each subdistrict and tax lot in the Frog Pond East and South neighborhoods. This includes the minimum number of units of various housing types needed to ensure a variety of housing options throughout the neighborhoods consistent with the Frog Pond East and South Master Plan. Housing unit types are defined in Section 4.001 and the footnotes to Table 6B.**

<b>Table 6B. Minimum Number of Units in Frog Pond East and South Sub-districts</b>				
Sub-Districts	Minimum Total Number of Units	Minimum Number of Middle Housing Units <sup>A, B, G</sup>	Minimum Number of Small Units <sup>B, C, D, G</sup>	Minimum Number of Mobility-Ready Units <sup>B, C, E, F, H</sup>
E1	104	26	7	13
E2	110	28	7	14
E3	133	34	9	17
E4 <sup>H</sup>	211			
E4 TL 1101 (portion) <sup>I</sup>	185	15	4	8
E4 TL 1200	24	6	2	3
E4 TL 1000	2	1 <sup>J</sup>	1 <sup>J</sup>	0
E5	227	57	15	29
E6	141	36	9	18
S1	25	7	2	4
S2 <sup>E</sup>	91			
S2 TL 1000 28050 SW 60 <sup>th</sup> Ave	6	2 <sup>J</sup>	1 <sup>J</sup>	1 <sup>J</sup>
S2 TL 800 5890 SW Advance Rd	6	2 <sup>J</sup>	1 <sup>J</sup>	1 <sup>J</sup>
S2 TL 500 5780 SW Advance Rd	5	2 <sup>J</sup>	1 <sup>J</sup>	1 <sup>J</sup>
S2 TL 300 5738 SW Advance Rd	5	2 <sup>J</sup>	1 <sup>J</sup>	1 <sup>J</sup>
S2 TL 100 5696 SW Advance Rd	5	2 <sup>J</sup>	1 <sup>J</sup>	1 <sup>J</sup>
S2 TL 900	5	2 <sup>J</sup>	1 <sup>J</sup>	1 <sup>J</sup>
S2 TL 700	33	9	3	5
S2 TL 400	4	1 <sup>J</sup>	1 <sup>J</sup>	0
S2 TL 200	4	1 <sup>J</sup>	1 <sup>J</sup>	0
S2 TL 1100 28152 SW 60 <sup>th</sup> Ave	5	2 <sup>J</sup>	1 <sup>J</sup>	1 <sup>J</sup>
S2 TL 1200	5	2 <sup>J</sup>	1 <sup>J</sup>	1 <sup>J</sup>

**Attachment 1 City Council Work Session June 17, 2024  
Frog Pond East and South Draft Development Code Amendments (June 5, 2024)**

Item B.

S2 TL 1300 28300 SW 60 <sup>th</sup> Ave	8	2 <sup>J</sup>	1 <sup>J</sup>	1 <sup>J</sup>
<b>S3<sup>E</sup></b>	<b>125</b>			
S3 TL 1400 28424 SW 60 <sup>th</sup> Ave	25	7	2 <sup>J</sup>	4
S3 TL 1500 28500 SW 60 <sup>th</sup> Ave	25	7	2 <sup>J</sup>	4
S3 TL 1600	8	2 <sup>J</sup>	1 <sup>J</sup>	1 <sup>J</sup>
S3 TL 1800 28668 SW 60 <sup>th</sup> Ave	8	2 <sup>J</sup>	1 <sup>J</sup>	2 <sup>J</sup>
S3 TL 1700 28580 SW 60 <sup>th</sup> Ave	10	3	1 <sup>J</sup>	2 <sup>J</sup>
S3 TL 1900 5899 SW Kruse Rd	33	9	3	5
S3 TL 2000 5691 SW Kruse Rd	16	4	1 <sup>J</sup>	2 <sup>J</sup>
<b>S4<sup>D</sup></b>	<b>158</b>			
S4 TL 2600	35	9	3	5
S4 TL 2700 28901 SW 60 <sup>th</sup> Ave	123	31	8	16

*Notes: (see following pages with explanatory information)*

<b>Amendment Description:</b>	Table 6B Note Re: Clarification that certain middle housing that is substantially the same as detached single-family homes does not count as middle housing for the purpose of Table 6B.
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.06) C. Table 6B Note A.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates to Implementation Measure 4.1.7.D 2. d. to require middle housing. Without the clarification, a loophole would exist to allow units that are substantially the same as detached single-family homes to be counted toward the middle housing requirement.
<b>Rationale for Amendment Text:</b>	The language is drafted to clarify that a certain type of middle housing called cluster housing can be substantially similar to detached single-family homes and, while technically middle housing by definition, should not be counted for middle housing for the purpose of the middle housing requirement in Table 6B due to its similarity to detached single-family units.
<b>Recent Edits:</b>	Footnote was expanded to provide additional clarity about the purpose of the footnote and the scenarios in which Cluster Housing can count towards meeting the minimum amount of required Middle Housing. Some language was further simplified for clarity.

A \_\_\_\_\_ Cluster Housing is among the housing types defined as Middle Housing in Section 4.001, but only Cluster Housing meeting one of the criteria in this footnote shall be counted as Middle Housing for the purpose of meeting the minimum number of Middle Housing units in Table 6B. The purpose of this requirement is to prevent Cluster Housing that is substantially the same as Single-family Dwelling Units from being counted.

Criteria to Determine if Cluster Housing can be counted towards the minimum number of Middle Housing units in Table 6B:

Criterion 1: No Middle Housing Land Division is dividing the lot on which the Cluster Housing is placed. A future land division is not considered if it occurs at least three years after occupancy is granted for the last unit on the lot.

Criterion 2: A Middle Housing Land Division is proposed but at least of half of the resulting Middle Housing Land Division Units do not front on a street, tract with a private drive, or open space tract.

Criterion 3: A Middle Housing Land Division is proposed, but more than half of the units on the lot on which the Cluster Housing unit or units are placed are attached Middle Housing units or Cottage Cluster units.

<b>Amendment Description:</b>	Table 6B Note Re: Counting a single unit to meet multiple requirements in Table 6B.
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.06) C. Table 6B Note B.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates to Implementation Measure 4.1.7.D 2. c. to require a minimum amount of certain housing types. Also, encourages certain desired housing types such as ADUs and cottages because they can be counted in multiple categories.
<b>Rationale for Amendment Text:</b>	The language is drafted to clarify that when a unit happens to meet the definition of multiple of the target unit types it can be counted towards meeting each one for which it qualifies. For example, a single-level 900 square foot cottage in a cottage cluster would qualify to be counted as a middle housing unit, a small unit, and a mobility-ready unit. The language intends to incentivize units that represent a small portion of the existing housing supply, are much needed, and can meet multiple categories, such as ADUs.
<b>Recent Edits:</b>	None

B. A single unit may be counted to meet the minimum requirement in multiple categories. For example, a 900 square foot cottage in a cottage cluster could be counted as a middle housing unit, a small unit, and a mobility-ready unit.

<b>Amendment Description:</b>	Table 6B Note Re: Defining Small Unit.
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.06) C. Table 6B Note C.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates to Implementation Measure 4.1.7.D 2. c. to require a minimum amount of certain housing types
<b>Rationale for Amendment Text:</b>	“Small unit” is not defined elsewhere in the Code, while both middle housing and mobility-ready are. Rather than clutter the Table 6B heading with specifics about what qualifies as a “small unit” the definition is added as a footnote. The 1200 square feet was found to be a threshold at which there has been a notable historic under production.
<b>Recent Edits:</b>	None

C. Small units must be 1,200 square feet or less of Habitable Floor Area as defined in Section 4.001.

<b>Amendment Description:</b>	Table 6B Note Re: Certain minimum requirements are only required for larger lots and when there is lot consolidation during development
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.06) C. Table 6B Notes D. E. and J.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates to Implementation Measure 4.1.7.D 2. c. to require a minimum amount of certain housing types.
<b>Rationale for Amendment Text:</b>	The notes clarifies and acknowledges that for certain small lots or developments minimum targets would be difficult to meet, but are less difficult when the lot area is combined with a larger development area.
<b>Recent Edits:</b>	Correcting a typo. Updated footnote J to state correctly state “shall not” rather than “shall”.

- D. Only required if the Net Development Area for the Stage I Master Plan area is greater than 2 acres
- E. Only required if the Net Development Area for the Stage I Master Plan area is greater than 5 acres
- J. Only required if tax lot is combined with another tax lot in a Stage I Master Plan. Multiple Stage I Master Plans for adjacent tax lots with the same owner or related owners (i.e. LLCs with the same ownership interest) shall not be allowed concurrently or within 12 months.

<b>Amendment Description:</b>	Table 6B Note Re: Flexibility to have an upstairs portion for a certain percentage of required mobility-ready units.
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.06) C. Table 6B Note F.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates to Implementation Measure 4.1.7.D 2. c. to require a minimum amount of certain housing types
<b>Rationale for Amendment Text:</b>	Note added to give flexibility for developers to have units with an upstairs count as mobility-ready as long as the portion of the unit not accessed by stairs has everything to qualify as an independent mobility-ready unit. The allowance is limited to one third of mobility-ready units to ensure there is a healthy amount of smaller and fully mobility-ready units.
<b>Recent Edits:</b>	None

- F. Up to 33% of the minimum number of mobility-ready units, or up to 1 unit where only 1 or 2 units are required, may have portions of the habitable floor area accessible by stairs so long as the unit would still meet the definition of mobility-ready unit without the habitable floor area accessed by stairs.

<b>Amendment Description:</b>	Table 6B Note Re: Flexibility to blend certain minimum requirements over subdistrict boundaries
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.06) C. Table 6B Note G. and H.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates to Implementation Measure 4.1.7.D 2. c. to require a minimum amount of certain housing types. The variety throughout the Master Plan and block-level variety called for in Strategy 6 under Coding for Variety and Priority Housing Types.
<b>Rationale for Amendment Text:</b>	Note added to give flexibility for developers to blend requirements along subdistrict lines when the development includes all or portions of multiple subdistricts while not allowing a level of flexibility that would substantially decrease the variety throughout, including block-level type variety, called for in the Master Plan.
<b>Recent Edits:</b>	Modified language to increase clarity and readability based on City staff review. Added additional clarity of required location of units subject to the credit, allowing mobility-ready units to be within a block, but requiring other credited units to be across the street and fronting the boundary street.

G. Where a Stage I Master Plan area covers portions of multiple subdistricts, one of either the middle housing OR small unit requirement for a subdistrict may be partially or fully met by excess units meeting the requirement from a neighboring subdistrict within the same Stage I Master Plan so long as the following eligibility requirements are met:

1. the unit category variety in Subsection (.06) E. will continue to be met for each Subdistrict or portion thereof.

2. the minimum for the requirement in the subdistrict from which the excess is credited is exceeded by at least the same amount as is being counted in the receiving subdistrict so as to ensure no unit is counted towards meeting the minimum in both subdistricts.

3. the number and type of units equal to the amount credited are adjacent to the receiving subdistrict determined by being across a proposed shared property line at a subdistrict boundary or across and fronting the street where a street forms the subdistrict boundary.

H. Where a Stage I Master Plan area covers portions of multiple subdistricts, the mobility-ready requirement for a subdistrict may be partially or fully met by counting excess mobility-ready units from a neighboring subdistrict within the same Stage I Master Plan so long as the following eligibility requirements are met:

1. the minimum for the requirement in the subdistrict from which the excess is credited is exceeded by at least the same amount as is being counted in the receiving subdistrict so as to ensure no unit is counted towards meeting the minimum in both subdistricts.

2. the number of mobility-ready units equal to the amount credited are near the receiving subdistrict determined by being within a block of the subdistrict boundary.



<b>Amendment Description:</b>	Table 6B Note Re: Clarification concerning geography in which minimums must be met
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.06) C. Table 6B Note I.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates to Implementation Measure 4.1.7.D 2. c. to require a minimum amount of certain housing types. The variety throughout the Master Plan and block-level variety called for in Strategy 6 under Coding for Variety and Priority Housing Types.
<b>Rationale for Amendment Text:</b>	This footnote is drafted to clarify that the minimum standards of multiple tax lots can be combined together as long as they are within the same subdistrict. This adds necessary flexibility and clarifies the intent is for the minimums to be focused on the subdistrict geography and are only provided for tax lot level out of necessity as some tax lots may develop independently.
<b>Recent Edits:</b>	None

I. Where an application includes two or more adjacent tax lots within the same subdistrict, the minimum does not need to be met on each individual tax lot so long as the total number of units proposed for all the included tax lots within the same subdistrict is equal to or greater than the sum of the minimums in this table for the included tax lots.

<b>Amendment Description:</b>	Adjusting Table 6B minimums when the development does not include as much net area as assumed.
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.06) C.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Supports housing variety implementation in Table 6B
<b>Rationale for Amendment Text:</b>	In order to establish the clear and objective numerical requirements in Table 6B some assumptions had to be made. This included an assumption that the Net Development Area of each subdistrict and tax lot is equal to 70% of the Gross Development Area. The 30% non-net area includes 20% for public right-of-way and 10% for stormwater facilities. For most development the net area is expected to be 70% or more of gross. However, there may be unanticipated situations where the net is less than 70%, especially for smaller developments. This language is drafted to provide a clear calculation of what to do when the net is less than anticipated, thus providing less land for residential development making it difficult to meet the minimums. The simple calculation provided should be abundantly clear and prevent any uncertainty.
<b>Recent Edits:</b>	None

- As an alternative to Table 6B when the Net Development Area is less than 70% of the Gross Development Area, the applicant may adjust the minimum requirements in Table 6B using the following steps:**
  - Step 1. Determine the Reduction Ratio. Divide the Net Development Area by a number equal to 70% of the Gross Development Area, round to the nearest 100<sup>th</sup>. This is the Reduction Ratio.**
  - Step 2. Multiply each applicable minimum in Table 6B by the Reduction Ratio determined in Step 1. Round each result up to the nearest whole number. These are the new alternative minimum requirements.**

<b>Amendment Description:</b>	Establishing housing unit categories and types for Frog Pond East and South
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.06) D. (new)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates to strategies for Coding for Variety and Priority Housing Types in Chapter 8, Implementation, including Strategy 1 to permit a wide variety of housing types and Strategy 2 to categorize types of housing.
<b>Rationale for Amendment Text:</b>	The new subsection establishes the purpose of the housing variety standards and creates a table that clearly establishes the different categories and types of housing to be used in the variety standards
<b>Recent Edits:</b>	Minor edits to correct duplicative listing of cottage cluster.

**D. Housing Unit Types for Frog Pond East and South Neighborhoods**

- 1. Purpose: As further expressed in the Frog Pond East and South Master Plan, the variety requirements create opportunities for a variety of housing choices in each neighborhood and subdistrict focusing on mixing and integrating different housing choices throughout the Frog Pond East and South Neighborhoods rather than having separate areas for separate housing unit categories.**
- 2. Housing Unit Types and Categories for Housing Variety Standards are in Table 6C.**

**Table 6C Housing Unit Categories and Types**

<b><u>Multi-family Category</u></b>
<p><b><u>Multi-family Types:</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>Elevator-served attached multi-family</u></b></li> <li>• <b><u>Other attached multi-family (10 or more units per building)</u></b></li> <li>• <b><u>Other attached multi-family (5-9 units per building)</u></b></li> </ul>
<b><u>Middle Housing Category</u></b>
<p><b><u>Middle Housing Types:</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>Townhouses and side by side duplex, triplex, quadplex</u></b></li> <li>• <b><u>Stacked duplex, triplex, quadplex</u></b></li> <li>• <b><u>Cluster housing, excluding cottage cluster, or mix of attached and detached middle housing. Does not include Cluster Housing classified as Other Detached Units<sup>A</sup>.</u></b></li> <li>• <b><u>Cottage cluster</u></b></li> </ul>
<b><u>Accessory Dwelling Units (ADUs) Category</u></b>
<p><b><u>ADU Types:</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>All ADUs</u></b></li> </ul>
<b><u>Other Detached Units Category</u></b>
<p><b><u>Other Detached Units Types:</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>All other detached units including detached single-family homes, cluster housing that looks and functions similar to single-family detached units<sup>A</sup>, and detached multi-family</u></b></li> </ul>

**Notes:**

<sup>A</sup> For the purpose of this table and related variety requirements, when a lot with cluster housing is divided using a Middle Housing Land Division and a land division unit has frontage on a street, tract with a private drive, or open space tract, the housing unit on the resulting land division unit shall be classified the same as a detached unit on its own lot. To qualify as a Middle Housing Unit there must not be a Middle Housing Land Division or the resulting land division unit is a configuration dissimilar to a lot for a detached single-family homes determined by the resulting land division unit not having frontage on a street, tract with a private drive, or open space tract. A future middle housing land division would not alter the unit type as long as such middle housing land division is applied for at least 24 months after occupancy is granted for the unit.

<b>Amendment Description:</b>	Establishing housing variety standards for Frog Pond East and South, including required number of unit types and maximum for any single unit type.
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.06) E. (new)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates to strategies for Coding for Variety and Priority Housing Types in Chapter 8, Implementation, particularly Strategy 5 regarding minimum housing variety that includes the concept of a minimum number of unit types and a maximum of a single unit type. Also specific language relates to incentivizing ADUs.
<b>Rationale for Amendment Text:</b>	<p>The new subsection clearly defines the number of unit types required, generally three, with practical flexibility added for smaller development were it may be infeasible to have the three unit types. The 60% maximum of net area is anticipated to enable about half of the units to be a single unit type and prevent any one unit type to dominate any area, consistent with the Master Plan.</p> <p>The language relating to how net area is calculated with two unit types on a lot intends to incentivize ADUs by allowing them to count as half the net area of the lot.</p>
<b>Recent Edits:</b>	Minor typographical edits

**E. Unit Type Variety for East and South Neighborhoods:**

**1. Required Number of Unit Types in a Development. To ensure variety throughout the Master Plan area, while accommodating efficient site planning for smaller developments, the following is the number of Unit Types, listed in Table 6C, required based on the Net Development Area in the smaller of a Stage I Master Plan Area or Subdistrict. To be counted towards the minimum Unit Type requirement, the applicable units must represent, at a minimum, either 5% of the Net Development Area or 10% of the planned units within the development.**

**2 Acres or less - 1 Unit Type Required**

**More than 2 acres up to 5 acres - 2 Unit Types Required**

**More than 5 acres - 3 Unit Types Required**

**2. Maximum Net Area for A Single Unit Type. These standards help ensure no single housing unit type dominates any Subdistrict or large portion thereof. Except for small developments requiring only 1 Unit Type under E.1. above, no more than 60% of the Net Development Area of the smaller of a Stage I Master Plan Area or Subdistrict shall be planned for the development a single Unit Type listed in Table 6C.**

**a. Where an individual lot in a development has multiple unit types (e.g. ADU on same lot as Detached Unit Type), the Net Development Area shall be assigned by dividing the net area of the lot and adjacent area (i.e. alleys) proportionally based on number of each unit type. For example, for an ADU on a detached home lot, 50% of the net area would be assigned to the ADU and 50% of the net area would be assigned to the detached home regardless of the relative percent of the lot they each occupy.**

3. In Subdistrict E4, Net Development Area (parking, drive aisles, landscaping) associated with the Commercial Main Street does not count towards Net Development Area for the purpose of these standards, but the building footprint of the mixed-use buildings does.

<b>Amendment Description:</b>	Ensuring Variety Standards Comply with State Middle Housing Law
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.06) F. (new)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates to the State requirement to include middle housing.
<b>Rationale for Amendment Text:</b>	The language directly clarifies and reflects the State statute and rules that any land zoned or designated for detached single-family homes must also allow middle housing. If the Master Plan allowed designation of land for detached single-family homes without this clarification the code would be out of compliance with State law.
<b>Recent Edits:</b>	Minor typographical edits

**F. Pursuant to ORS 197A.420 and OAR 660-046-0205, any lot identified for single-family development in the Stage I or II Master Plan can also be developed or redeveloped as middle housing even if the maximum percentage of a Middle Housing Unit Type, as listed in Table 6C, is exceeded. However, this does not allow the maximum for a single Middle Housing Unit Type to be exceeded in initial planning or compliance verification. This would only apply at the time of future building permit issuance or replat of individual lots.**

<b>Amendment Description:</b>	Clear and Objective Identification of the Urban Form Type Boundaries
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.07) all text is new, this Subsection was previously "Development Standards Generally" which language has now been consolidated into Subsection (.08)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Urban Form Type Designations are a key regulatory and design component identified in the Master Plan. This language provides the necessary detail to ensure there is clarity in the boundaries of the different Urban Forms, which in turn is the basis for a number of development standards.
<b>Rationale for Amendment Text:</b>	Initially, only a map was planned. However, feedback received indicated that only a map is likely to still leave lack of clarity for specific boundaries. Text was added to supplement the map to clearly define the boundaries for the Urban Form Type Designations. Language is also added to state the purpose of Urban Form Types overall and the purpose of each different Urban Form Type.
<b>Recent Edits:</b>	Minor typographical edits

**(.07) Frog Pond East and South Urban Form Types:**

**A. The Frog Pond East and South Neighborhoods are divided into different Urban Form Type designations whose boundaries are described by Subdistrict in B. below and illustrated for reference in Figure A-7 below. Applicability of development standards are based on these designations. The designations and their purpose are as follows:**

- 1. Commercial Main Street: This urban form is for a limited area along SW Brisband Street between SW Stafford Road and the extension of SW 63<sup>rd</sup> Avenue. Its purpose is to create a pedestrian-oriented, mixed-use commercial street feel.**
- 2. Urban Form Type 1: The purpose of this Urban Form Type is to create the most compact and urban of the three residential forms. This is primarily represented by larger buildings, including full block width, with less setbacks than other residential Urban Form Types.**
- 3. Urban Form Type 2: The purpose of this Urban Form Type is to create a moderately compact and urban look and feel between Urban Form Type 1 and Type 3. This is primarily represented by allowing moderate building widths, including not allowing buildings to be block length as allowed in Urban Form Type 1, and requiring moderate setbacks.**
- 4. Urban Form Type 3: The purpose of this Urban Form is to create a less compact and urban look and feel. This is primarily represented by limiting the width of buildings, encouraging shorter building height, and providing for larger setbacks.**

**B. Urban Form area boundary descriptions:**

- 1. Subdistrict E1:**
  - a. Urban Form Type 1: The area of the Subdistrict east of the framework street that is an extension of SW 63<sup>rd</sup> Avenue and connecting to the framework street crossing the BPA easement.**
  - b. Urban Form Type 2: The area of the Subdistrict west and south of the framework street(s) that are an extension of SW 63<sup>rd</sup> Avenue and SW Frog Pond Lane.**

c. Urban Form Type 3: The area of the Subdistrict west of the framework street connecting across the BPA easement and north of the framework street that is an extension of SW Frog Pond Lane, except for the Frog Pond Grange area described in Subsection (.24) A. below.

2. Subdistrict E2:

a. Urban Form Type 2: A contiguous area of between 6 and 6.5 gross development acres, as proposed by the developer based on the location of non-framework local streets, extending the south to north extent of the Subdistrict from the BPA easement to SW Kahle Road, and located immediately to the east of and adjacent to the framework street connecting across the BPA easement.

b. Urban Form Type 3: The far west and east area of the Subdistrict that is not Urban Form Type 2.

3. Subdistrict E3:

a. Urban Form Type 2: A contiguous area of between 8 and 8.5 gross development acres, as proposed by the developer based on the location of non-framework local streets, centered in the Subdistrict immediately south of and adjacent to SW Kahle Road, and not being within 125 feet of the eastern edge of the Subdistrict or the SROZ.

b. Urban Form Type 3: The surrounding area of the Subdistrict that is not Urban Form Type 2.

4. Subdistrict E4:

a. Commercial Main Street: The area of existing Tax Lot 1101 centered on SW Brisband Street extending east to west across the Subdistrict and extending between 125 feet and 160 feet both north and south of SW Brisband Street. The exact boundary north and south of SW Brisband Street will be proposed by the developer.

b. Urban Form Type 1:

i. The eastern half of the Subdistrict area north of the Commercial Main Street area.

ii. The eastern half of the Subdistrict area (east of the SROZ) south of the Commercial Main Street area extending south to within approximately 250 feet of SW Advance Road. The exact southern limit will be proposed by the developer based on the location of any local streets, and if no local street, based on proposed property lines. The southern limits must be between 235 feet and 265 feet north of SW Advance Road. If at time of development of this area a local street is established in Subdistrict E5 serving as a boundary between Urban Form Type 1 and Urban Form Type 2 in that Subdistrict, then the boundary for this area shall be the closest street or property line to the centerline of that street measured at the intersection of SW 63<sup>rd</sup> Avenue.

c. Urban Form Type 2:

i. The western half of the Subdistrict area north of the Commercial Main Street area.

ii. The western half of the Subdistrict area south of the Commercial Main Street area and west of the SROZ.

iii. The eastern half of the Subdistrict area south of the Commercial Main Street area, east of the SROZ, and south of the Urban Form Type 1 area that is south of the Commercial Main Street area.

5. Subdistrict E5:



- a. Urban Form Type 1: the northern portion of the Subdistrict extending south to within approximately 250 feet of SW Advance Road and extending east to west across the entire Subdistrict. The exact southern limit will be proposed by the developer based on the location of an east-west local street which would be the boundary between Urban Form Type Areas. The centerline of this boundary street must be between 230 feet and 270 feet north of SW Advance Road and is encouraged to be as close as possible to 250 feet north.
  - b. Urban Form Type 2: The southern portion of the Subdistrict south of the Urban Form Type 1 area and north of SW Advance Road.
6. Subdistrict E6:
- a. Urban Form Type 2: the western portion of the Subdistrict extending east approximately 680 feet east from SW 60<sup>th</sup> Avenue. The exact eastern limit will be proposed by the developer based on the location of a local street or property lines which would be the boundary between Urban Form Type Areas. The boundary must be between 660 feet and 700 east of SW 60<sup>th</sup> Avenue and is encouraged to be as close as possible to 680 feet.
  - b. Urban Form Type 3: The eastern portion of the Subdistrict east of the Urban Form Type 2 area, north of SW Advance Road and south of the BPA Easement.
7. Subdistrict S1:
- a. Urban Form Type 2: The entire Subdistrict is Urban Form Type 2.
8. Subdistrict S2:
- a. Urban Form Type 2: The western portion of the Subdistrict, extending east of SW 60<sup>th</sup> Avenue approximately 360 feet east from the northern boundary of SW Advance Road to a point 340 feet south of SW Advance Road and approximately 500 feet east of SW 60<sup>th</sup> Avenue from that point to the southern boundary of the Subdistrict. The exact limits will be proposed by the developer based on the location of a local streets or property lines which would be the boundary between Urban Form Type areas. The east boundary must be, respectively, between 480 feet and 520 feet east of SW 60<sup>th</sup> Avenue and is encouraged to be as close as possible to 500 feet in the southern portion, and between 320 and 360 feet east of SW 60<sup>th</sup> Avenue and is encouraged to be as close as possible to 340 feet in the northern portion of the Subdistrict.
  - b. Urban Form Type 3: The eastern portion of the Subdistrict, east of the Urban Form Type 2 area.
9. Subdistrict S3:
- a. Urban Form Type 1: a west central portion of the Subdistrict extending approximately 220 feet east of SW 60<sup>th</sup> Avenue between a point directly east of the northern boundary of Subdistrict S4 (the southern property line of the Meridian Creek Middle School property) and a point approximately 320 feet north of SW Kruse Road. The exact limits will be proposed by the developer based on the location of local streets or property lines which would be the boundary between Urban Form Type areas. The east boundary must be between 200 feet and 240 feet east of SW 60<sup>th</sup> Avenue and is encouraged to be as close as possible to 220 feet. The north boundary must be within 20 feet of the northern boundary of Subdistrict S4 and is encourage to be as close as possible to that boundary. The south boundary must be between 300 feet and 340 feet north of SW Kruse Road and is encouraged to be as close as possible to 320 feet.
  - b. Urban Form Type 2: The description is broken into a northern and southern area, with the boundary between northern and southern area being a line extending east from

the northern boundary of Subdistrict S4 (the southern property line of the Meridian Creek Middle School property).

i. For the northern area of the Subdistrict: The western portion of the Subdistrict extending from SW 60<sup>th</sup> Avenue to the east approximately 500 feet. The exact limits will be proposed by the developer based on the location of a local streets or property lines which would be the boundary between Urban Form Type areas. The east boundary must be, respectively, between 480 feet and 520 east of SW 60<sup>th</sup> Avenue and is encouraged to be a close as possible to 500 feet

ii. For the southern area of the Subdistrict: The western portion of the Subdistrict, excluding the Urban Form Type 1 area, extending from SW 60<sup>th</sup> Avenue to the east approximately 340 feet The exact limits will be proposed by the developer based on the location of a local streets or property lines which would be the boundary between Urban Form Type areas. The east boundary must be between 320 and 360 feet east of SW 60<sup>th</sup> Avenue and is encouraged to be as close as possible to 340 feet.

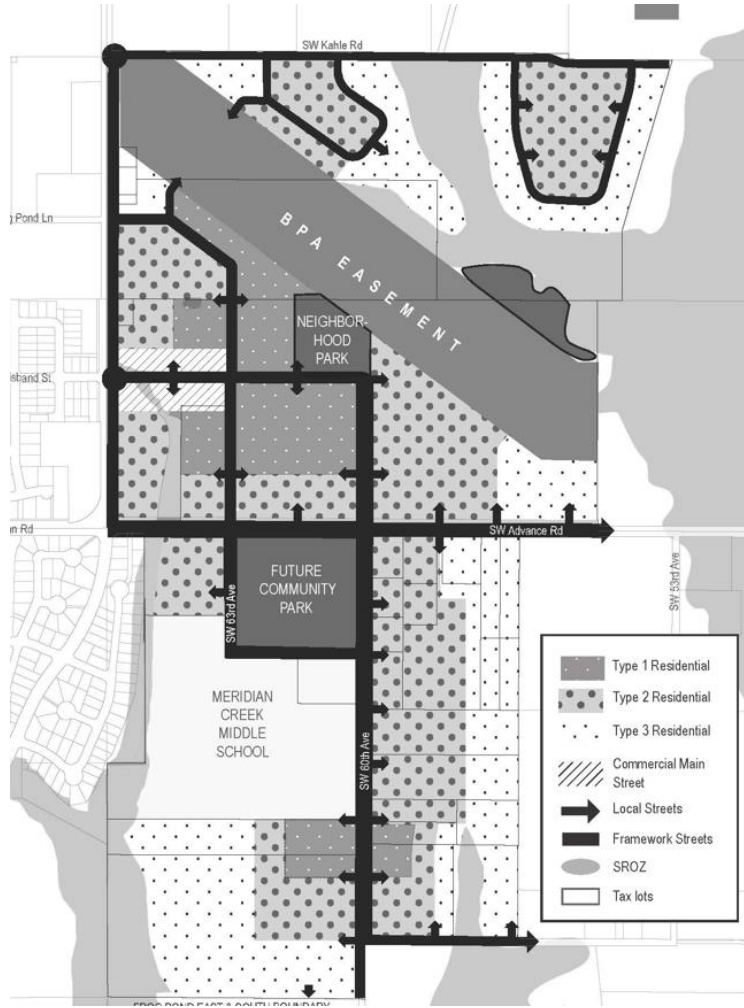
c. Urban Form Type 3: The eastern portion of the Subdistrict, east of the Urban Form Type 2 areas.

**10. Subdistrict S4:**

a. Urban Form Type 1: The northeastern portion of the Subdistrict extending west of SW 60<sup>th</sup> Avenue approximately 380 feet and south to approximately 320 feet north of SW Kruse Road. The exact western and southern limit will be proposed by the developer based on the location of local streets or property lines which would be the boundary between Urban Form Type areas. The west boundary must be between 360 feet and 400 feet west of SW 60<sup>th</sup> Avenue and is encouraged to be as close as possible to 380 feet. The south boundary must be between 300 feet and 340 feet north of SW Kruse Road and is encouraged to be as close as possible to 320 feet.

b. Urban Form Type 2: The northeastern portion of the Subdistrict west and south of the Urban Form Type 1 area, extending west from the Urban Form Type 1 boundary to approximately 570 feet west of SW 60<sup>th</sup> Avenue and south to a future local street extension of SW Kruse Road. The exact western limit will be proposed by the developer based on the location of a local streets or property lines which would be the boundary between Urban Form Type areas. The west boundary must be between 550 feet and 590 feet west of SW 60<sup>th</sup> Avenue and is encouraged to be as close as possible to 570 feet.

c. Urban Form Type 3: The western and southern portions of the Subdistrict, west and south of the Urban Form Type 2 area.



**Figure A-7 Urban Form Type Land Use Designation Boundaries**

(.08) *Development Standards:*

<b>Amendment Description:</b>	Clarifications of existing Development Standards Language
<b>Applicability:</b>	Frog Pond West and Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.08)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates to strategies for Coding for Variety and Priority Housing Types in Chapter 8, Implementation, including Strategy 4 to development standards based on the Urban Form Type designations.
<b>Rationale for Amendment Text:</b>	<p>This language includes technical edits to:</p> <ul style="list-style-type: none"> <li>• Consolidate existing language in Subsection (.07) into this subsection</li> <li>• Provide for differentiation between development standards for Frog Pond West and Frog Pond East and South</li> <li>• Make language generally more clear and concise</li> </ul>
<b>Recent Edits:</b>	None

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

B. ~~Lot and~~ Development shall be consistent with this Code and applicable provisions of an approved legislative master plan.

C. ~~Lot Standards Generally. For the Frog Pond West Neighborhood, Table 2 establishes the lot development standards.~~ **Unless superseded or supplemented by other provisions of the Development Code the lot and development standards for the Frog Pond West Neighborhood are established by Table 28A and lot and development standards for the Frog Pond East and South Neighborhoods are established by Table 8B.**

D. Lot Standards for Small Lot Sub-districts **in the Frog Pond West Neighborhood**. The purpose of these standards is to ensure that development in the Small Lot Sub-districts includes varied design that avoids homogenous street frontages, creates active pedestrian street frontages and has open space that is integrated into the development pattern.

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

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

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

Notes:

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

<b>Amendment Description:</b>	Clarifications of bonus lot coverage for Frog Pond West and larger Frog Pond East and South detached home lots where multiple buildings are proposed.
<b>Applicability:</b>	Frog Pond West and Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.08)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates generally to the acknowledgement of variety of housing allowed.
<b>Rationale for Amendment Text:</b>	Change mirrors similar language in PDR zone that states bonus is when multiple buildings are on a lot rather than just when one is accessory to another. This comes into play on larger lots with lower lot coverage when multiple units of a similar size are proposed.
<b>Recent Edits:</b>	None

- E. On lots where ~~detached accessory~~ **multiple** buildings are built, maximum lot coverage may be increased by 10%. Cottage clusters are exempt from maximum lot coverage standards.
- F. Front porches may extend 5 feet into the front setback.
- G. The garage setback from alley shall be minimum of 18 feet to a garage door facing the alley in order to provide a parking apron. Otherwise, the rear or side setback shall be between 3 and 5 feet.
- H. Vertical encroachments are allowed up to ten additional feet, for up to 10% of the building footprint; vertical encroachments shall not be habitable space.
- I. For townhouses in all sub-districts minimum lot width is 20 feet.

- J. May be reduced to 24' when the lot fronts a cul-de-sac. No street frontage is required when the lot fronts on an approved, platted private drive or a public pedestrian access in a cluster housing (Frog Pond West Master Plan) development.
- K. Front Setback is measured as the offset of the front lot line or a vehicular or pedestrian access easement line. On lots with alleys, Rear Setback shall be measured from the rear lot line abutting the alley.

<b>Amendment Description:</b>	Limit of setbacks required for ADUs
<b>Applicability:</b>	Frog Pond West and Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.08)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates to removing barriers to ADUs and encouraging them as a desired unit type.
<b>Rationale for Amendment Text:</b>	Where a larger lot has a setback, especially rear setback, greater than 10 feet, it allows ADUs to have a reduced setback of 10 feet. This removes a barrier to potentially locating an ADU. It makes the requirement the same as the existing allowed setback for cottage clusters which are a similar size.
<b>Recent Edits:</b>	None

- L. For cottage clusters and ADUs all setbacks otherwise greater than 10 feet for other housing types are reduced to 10 feet
- M. On lots greater than 10,000 SF with frontage 70 ft. or wider, the minimum combined side yard setbacks shall total 20 ft. with a minimum of 10 ft. On other lots, minimum side setback shall be 5 ft. On a corner lot, minimum side setbacks are 10 feet.
- N. For cluster housing (Frog Pond West Master Plan) with lots arranged on a courtyard, frontage shall be measured at the front door face of the building adjacent to a public right-of-way or a public pedestrian access easement linking the courtyard with the Public Way.
- O. All lots with front-loaded garages are limited to one shared standard-sized driveway/apron per street regardless of the number of units on the lot.
- P. The garage shall be setback a minimum of 18 feet from any sidewalk easements that parallels the street.

<b>Amendment Description:</b>	Tables 8B and 8C Development Standards for Frog Pond East and South
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.08)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Relates to strategies for Coding for Variety and Priority Housing Types in Chapter 8, Implementation, Strategy 4 create development standards based on the Urban Form Type designations.
<b>Rationale for Amendment Text:</b>	<p>Wherever appropriate, and where not otherwise noted, the standards are mirrored after similar standards in other residential zones in Wilsonville or Frog Pond West and precedent unit examples shared during the Master Planning and Code development process. Special attention was paid to ensure standards create meaningful differentiation between the different residential Urban Form Type Designations. In addition, consideration was given to the wide array of housing types allowed throughout Frog Pond East and South and the desired variety. Notable unique standards include:</p> <ul style="list-style-type: none"><li>• An independent numerical lot size requirement is not established, rather lot size must be of sufficient size to meet other applicable development standards. This simplifies the code, removes barriers to proposed housing variety, and prevents complexities and likely contradictions in the standards.</li><li>• Front setbacks that are uniform on any given street to create a more consistent streetscape. See Table 8C.</li><li>• Creating a maximum building width that becomes a key standard controlling building bulk and differentiating between different Urban Form Types.</li><li>• Creating a minimum distance between buildings when multiple buildings are on a lot that mirror required setbacks to create consistency in built form regardless of lot patterns.</li></ul>
<b>Recent Edits:</b>	Minor typographical edits.

<b>Table 8B. Frog Pond East and South Neighborhoods Development Standards</b>										
<u>Land Use Map Urban Form Type Designation</u>	<u>Lot size requirements</u>	<u>Min. lot width/ street frontage per lot (ft.)</u>	<u>Max height (ft.)</u>	<u>Front Setbacks</u>	<u>Maximum Building Width Facing Street, or park when front of lot faces a park (ft.)</u>	<u>Rear Min. (ft.)</u>	<u>Garages (note)</u>	<u>Side Min. (ft.)<sup>A B</sup></u>	<u>Min. distance Between multiple Buildings on same lot along street frontages and public viewsheds</u>	<u>Max. Lot Coverage (percent)<sup>C D</sup></u>
<u>Urban Form Type 1</u>	<u>Lots sized to accommodate at least a one-unit residential building meeting building code requirements as well as setbacks and lot coverage requirements.</u>	<u>10</u>	<u>50, 4 story</u>	<u>See Table 8C.</u>	<u>None</u>	<u>10</u>	<u>E</u>	<u>5<sup>F</sup></u>	<u>Double the min. side yard setback that would be required for the larger of the two buildings on its own lot.</u>	<u>80</u> <u>except for detached homes on lots with an area 4,000 square feet or greater.<sup>J</sup></u>
<u>Urban Form Type 2</u>		<u>15</u>	<u>40, 3-story</u>		<u>125 except that buildings over 100 feet cannot occupy entire block face.<sup>G</sup></u>	<u>10</u>		<u>5<sup>F</sup></u>		
<u>Urban Form Type 3</u>		<u>15</u>	<u>100</u>		<u>15<sup>I</sup></u>	<u>5 for structures up to 25 feet in height, 10 for structures over 25 feet in height.</u>				

**Notes:**

- A. On corner lots, minimum side setbacks facing the street are the same as minimum front setback. Maximum setbacks equivalent to front maximums also apply. See Table 8C.**
- B. Side setbacks do not apply to shared walls at property lines between townhouse units.**
- C. Cottage clusters and ADUs are exempt from maximum lot coverage standards.**



- D. For townhouses maximum lot coverage is calculated for the combined lots on which a single townhouse building sits rather than for each townhouse lot.
- E. Setbacks for residential garages are as follows:
1. Front (street loaded): minimum 20 feet.
  2. Alley loaded with exterior driveway: minimum 18 feet or as necessary to create a 18 foot deep parking space not including alley curb.
  3. Alley loaded without exterior driveway: minimum 3 feet and maximum 5 feet.
- F. For Urban Form Type 1 and 2, side setbacks may be reduced to either: (1) down to a minimum of 3.5 feet for residential structures less than 70 feet wide, or (2) down to a minimum of five percent of the building width at the front building line for buildings greater than 70 feet and less than 100 feet wide.
- G. For Urban Form Type 2, in lieu of meeting the maximum building width, an applicant may elect to articulate the facade and roof in a manner to create architectural separation of building masses. Such articulation shall include a minimum 2-foot setback of the wall from the primary façade as well as interruption of the roof plane. The setback articulation shall, at a minimum, be equal in width to the building separation required. The depth and width of articulation is not adjustable or subject to waiver or administrative relief under local or state law as it is an optional compliance method in lieu of meeting the standard maximum building width and separation standards. For the purpose of applying other articulation standards in Section 4.113, the portions of a building on either side of the articulation in lieu of building separation shall be considered separate buildings.
- I. The minimum rear setback for a cottage cluster and Accessory Dwelling Unit (ADU) is 10 feet.
- J. For lots 4,000 square feet in area or more with only units classified as "Other Detached Units" in Table 6C, the following lot coverage standards from Table 8A shall apply: 4,000 square feet or more but less than 6,000 square feet: standards of R-5 Small Lot; 6,000 square feet or more but less than 8,000 square feet: standards for R-7 Medium Lot; 8,000 square feet or more, standards for R-10 Large Lot.

<b>Table 8C. Frog Pond East and South Neighborhoods Development Standards - Front Setbacks including Special Front Setbacks For Uniformity on Framework Streets</b>		
	<b>Front Min. (ft.)<sup>A</sup></b>	<b>Front Max.<sup>C</sup> (ft.)</b>
<ul style="list-style-type: none"> <li>• <u>Lot frontages along east-west oriented portion of SW Brisband Street between SW 63<sup>rd</sup> Avenue and its eastern most point. Setbacks for SW Brisband Street between SW Stafford Road and SW 63<sup>rd</sup> Avenue can be found in Table 23A.</u></li> <li>• <u>Lot frontages along SW 63<sup>rd</sup> Avenue from southern edge of Subdistrict E1 to SW Advance Road</u></li> <li>• <u>Lot frontages on lots with Urban Form Type 1 Designation not fronting a framework street listed in this table</u></li> </ul>	<b>6<sup>B</sup></b>	<b>10<sup>D</sup></b>
<ul style="list-style-type: none"> <li>• <u>Lot frontages along SW 60<sup>th</sup> Avenue</u></li> <li>• <u>Lot frontages along SW 63<sup>rd</sup> Avenue south of SW Advance Road</u></li> <li>• <u>Lot frontages along SW Stafford Road except the Brisband Main Street buildings</u></li> <li>• <u>Lot frontages along SW Advance Road</u></li> <li>• <u>Lot frontages along SW Kahle Road</u></li> <li>• <u>Lot frontages along framework street in Subdistrict E1 extending SW Frog Pond Lane and SW 63<sup>rd</sup> Avenue</u></li> <li>• <u>Lot frontages along Framework Street connecting across the BPA easement area from SW Kahle Road to SW Frog Pond Lane extension</u></li> <li>• <u>Lot frontages on lots with Urban Form Type 2 Designation not fronting a framework street listed in this table</u></li> </ul>	<b>10</b>	<b>25<sup>E</sup></b>
<ul style="list-style-type: none"> <li>• <u>Lot frontages on lots with Urban Form Type 3 Designation not fronting a framework street listed in this table</u></li> </ul>	<b>10<sup>E</sup></b>	<b>No max</b>

**Notes:**

- A. Where a front (street) loaded garage exists, the minimum garage setback in Table 8B takes precedence over the minimums in this table.
- B. Where the minimum front setback is 6 feet it is intended to accommodate a public utility easement (PUE) for franchise utilities. If the City requires a wider PUE the minimum setback shall increase to accommodate the PUE. If a finding can be made that no PUE is necessary and access stairs or ramps can be accommodated without impeding on the public right of way, no setback is required.
- C. Where a maximum setback exists, and the property line it is measured from is either curvilinear or intersects with a connecting property line at anything besides a right angle, the maximum setback need only be met at one point along the property line.
- D. This maximum assumes no front (street loaded) garage, which is anticipated to be the typical condition in Urban Form Type 1. However, if a front facing garage is proposed, the front maximum may be exceeded to accommodate the minimum garage setback of 20 feet from Table 8B.
- E. In Urban Form 3, buildings or portions thereof greater than either 2 stories or 25 feet in height shall have a minimum front setback of 20 feet.

E. Development Standards Specific to Relationships with Collectors and Arterial Streets.

<b>Amendment Description:</b>	Clarification that existing language applies to Frog Pond West
<b>Applicability:</b>	Frog Pond West
<b>Impacted Code Section(s):</b>	4.127 (.08) E.
<b>Relationship to Frog Pond East and South Master Plan:</b>	None
<b>Rationale for Amendment Text:</b>	Direct language to differentiate between Frog Pond West and the subsequent new language regarding Frog Pond East and South.
<b>Recent Edits:</b>	Minor typographical edits

**1. Frog Pond West Neighborhood:**

- a. Lots adjacent to SW Boeckman Road and SW Stafford Road shall meet the following standards:
  - i. Rear or side yards adjacent to SW Boeckman Road and SW Stafford Road shall provide a wall and landscaping consistent with the standards in Figure 10 of the Frog Pond West Master Plan.
- b. Lots adjacent to the collector-designated portions of SW Willow Creek Drive and SW Frog Pond Lane shall not have driveways accessing lots from these streets, unless no practical alternative exists for access. Lots in Large Lot Sub-districts are exempt from this standard.

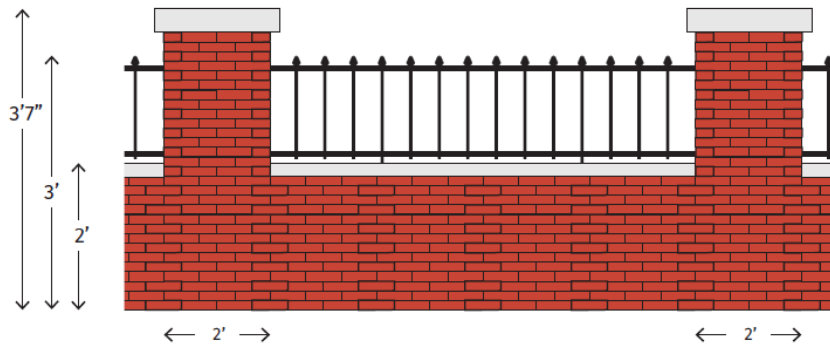
<b>Amendment Description:</b>	Fence treatments along Stafford and Advance Roads
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.08) E.
<b>Relationship to Frog Pond East and South Master Plan:</b>	The Master Plan calls for treatments consistent with the walls used in Frog Pond West but adapted for units primarily facing the streets. It also has specific requirements regarding building orientation towards the subject roads.
<b>Rationale for Amendment Text:</b>	For Stafford Road the wall is half the height and same materials as Frog Pond West, as directed in the Master Plan. For Advance Road a similar style is continued, but it is more open with metal to create semi-private front yards consistent with Advance Road being a collector rather than an arterial like Stafford Road and Boeckman Road. This also creates an enhanced interface with the community park across SW Advance Road.
<b>Recent Edits:</b>	Renumbered for additional clarity.

**2. Frog Pond East and South Neighborhoods:**

**a. Special Design Standards for east side of SW Stafford Road as well as the north side of SW Advance Road from SW Stafford Road to the wetland approximately 250 feet east of SW Stafford Road:**

**i. Courtyard Walls and Pedestrian Access Points:**

1. **Except for pedestrian access points, the frontage of each lot or tract (not counting any landscape tract running parallel with the road) shall have a wall/fence matching Figure A-8. below.**



**Figure A-8. 3 Foot Wall/Fence Along SW Stafford Road**

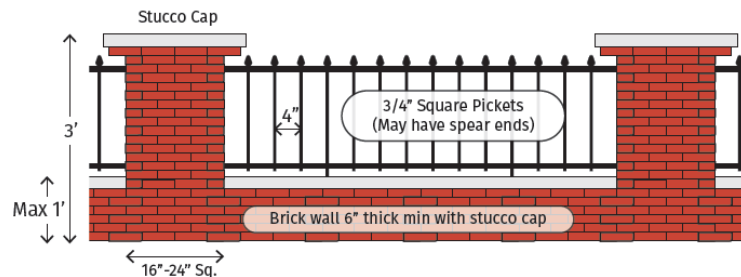
2. **Except for corner lots at the intersection of SW Stafford Road and SW Brisband Street, each lot shall have at least one paved walkway extending from the lot to the Stafford Road sidewalk providing a pedestrian access point. Any gates at**

pedestrian access points shall have a black “iron style” gate matching the style shown in Figure B-8. below.



**Figure B-8. Gate for Pedestrian Access Points along SW Stafford Road**

- ii. Structure and Entry Orientation: Except for corner lots at the intersection of SW Stafford Road and SW Brisband Street, the facades of structures facing SW Stafford Road shall meet all design standards for front facades. Generally this will be the front façade of the structure, but if it is the side or rear façade, the façade must still meet front façade standards including having at least one building entrance oriented towards SW Stafford Road.
- b. Special Design Standards for SW Advance Road, except for the portion on the north side included in the SW Stafford Road special design standards in a. above:
  - i. Only front yards shall be oriented towards SW Advance Road with front entrances facing the street, except for corner lots at intersecting streets where side yards and side facades may front SW Advance Road, as necessary.
  - ii. Lots shall have courtyard fencing matching Figure C-8. including any side yards for lots oriented on intersecting streets.



**Figure C-8.**

- iii. No motor vehicle access is allowed directly from SW Advance Road except for emergency access requested by the Fire District and approved by the City Engineer.

- iv. Lots shall be considered to front SW Advance Road even if a landscape tract exists between the lot and the SW Advance Road right-of-way.

<b>Amendment Description:</b>	Public Realm Elements
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.08) F. (new)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Chapter 7 Public Realm
<b>Rationale for Amendment Text:</b>	The Master Plan provides clear and detailed language regarding the public realm. The language intends to direct the reader back to these specifics in the Master Plan.
<b>Recent Edits:</b>	Added “Main Street Gateway” requirement at SW Brisband consistent with Master Plan.

**F. Public Realm Requirements for Frog Pond East and South Master Plan area**

1. Development in Frog Pond East and South shall conform with the public realm element in Chapter 7 of the Frog Pond East and South Master Plan in the following ways with the referenced figures, tables, and text from the Frog Pond East and South Master Plan incorporated into this Subsection by reference as if fully stated herein:
  - a. Active transportation connections shall be provided as shown in Figure 20.
  - b. Street trees shall be provided consistent with Figure 26 and the text on pages 91 through 94.
  - c. Public lighting shall be provided consistent with Figure 27 and the text on pages 95 through 99.
  - d. Gateway treatment and monument signs shall be provided consistent with and limited to what is shown and described in Figure 28, Table 6, and the text on page 102.
  - e. Sign toppers or “sign caps” shall be provided on street signs as described on page 102 and shown in Figure D-8 below consistent with the City’s Public Works Standards.



**Figure D-8. Frog Pond Street Sign Topper**

- e. A “Main Street Gateway” feature shall be provided on SW Brisband Street at SW Stafford Road. The feature shall:**
- i. be at least 20 feet in height so as to be visible from a distance;**
  - ii. be at least 3 feet in width and length;**
  - ii. incorporate both sides of SW Brisband Street or be centered within the round-a-bout;**
  - iii. include materials and other design elements representative of Frog Pond East and South as outlined and depicted in the Master Plan; and**
  - iv. be professionally designed by a professional(s) with experience designing such gateway features. An affidavit of such professional’s credentials shall be included in the development application material.**
  - v. The “Main Street Gateway” design is subject to Site Design Review. Additionally, prior to Site Design Review by the Development Review Board the design shall be reviewed by the Arts, Heritage, and Cultural Commission who will provide a recommendation to the Development Review Board.**



(.09) *Open Space:*  
 ...

<b>Amendment Description:</b>	Frog Pond East and South open space requirements, including green focal points.
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.09)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Implements the green focal points identified in the Master Plan including in Chapter 9, Public Realm, Parks and Open Space and Figure 18.
<b>Rationale for Amendment Text:</b>	Generally the standard open space requirements that apply to most residential development in Wilsonville. Beyond the general open space requirements specific green focal point requirements reflecting the Master Plan language are added.
<b>Recent Edits:</b>	Minor typographical edits.

**C. Within the Frog Pond East and South Master Plans open space shall be provided consistent with the requirements in Subsection 4.113 (.01) C. - F., and designed and located according to the following criteria:**

**1. Green Focal Points. For the East and South Neighborhoods, Green Focal Points are intended to serve as central neighborhood destinations or gathering places that contribute to neighborhood character and identity. Green Focal Points can take a variety of forms, including community garden plots, small playgrounds or splash pads, nature play areas, pocket parks or plazas, and central green courtyards within housing developments. As part of meeting the open space requirements in Subsection 4.113 (.01) C. – F. for a Stage I Master Plan Area, each Subdistrict in Frog Pond East and South shall have at least one Green Focal Point meeting the 2,000 square foot size requirement in Subsection 4.113 (.01) D. 1. Even if the usable open space requirement is otherwise met, each subdistrict shall still have the minimum 2,000 square foot Green Focal Point. In addition to the standards in Subsection 4.113 (.01) C.-F., the following requirements apply:**

**a. Location requirements by Subdistrict, if Subdistrict not listed, a Green Focal Point is still required, but there is no special locational requirement:**

- Subdistrict E1: Green Focal Point to be located north of the Frog Pond Grange building or in the tree grove near the existing home at 27480 SW Stafford Road.
- Subdistrict E3: A Green Focal Point to be located at trailhead adjacent to SROZ leading to the south.
- Subdistrict E4: A plaza space to be integrated with the Brisband Street Main Street mixed-use development.
- Subdistrict S2: A Green Focal Point to be located and aligned with terminus of future extension of SW Hazel Street.
- Subdistrict S3: A Green Focal Point to be located near northern end of Kruse Creek.

**b. Direct access to one or more Green Focal Points shall be provided from each residential lot in the neighborhood. Direct access, for the purpose of this requirement, means: a pedestrian would need to travel on no more than two different streets to reach a green focal point from the lot frontage of the home to an open space frontage.**

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

- A. *Purpose.* These standards are intended to regulate and guide development to create: a cohesive and connected pattern of streets, pedestrian connections and bicycle routes; safe, direct and convenient routes to schools and other community destinations; and, neighborhoods that support active transportation and Safe Routes to Schools.
- B. *Blocks, access and connectivity shall comply with adopted legislative master plans:*

...

<b>Amendment Description:</b>	Block and access standards for Frog Pond East and South
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.10) B.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Reflects no specific block and access standards in the Master Plan beyond identifying framework streets.
<b>Rationale for Amendment Text:</b>	Provides reference to general citywide block and access standards for applicability to Frog Pond East and South.
<b>Recent Edits:</b>	None

- 2. In the Frog Pond East and South Neighborhoods, or if a legislative master plan does not provide sufficient guidance for a specific development or situation, ~~the Development Review Board shall use the block and access standards in Section 4.124(-06.09) as the applicable standards~~ apply.

...

(.14) *Main Entrance Standards:*

...

<b>Amendment Description:</b>	Removal of little utilized entrance distance from grade requirement
<b>Applicability:</b>	Frog Pond West and Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.14) C.
<b>Relationship to Frog Pond East and South Master Plan:</b>	Generally to housing variety.
<b>Rationale for Amendment Text:</b>	Removal prevents a barrier to second floor entries which may be used for unit configurations like townhouses on top of an ADU.
<b>Recent Edits:</b>	None

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

(.15) *Garage Standards:*

...

B. *Street-Facing Garage Walls:*

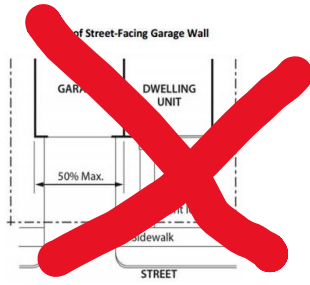
...

3. *Standards:*

<b>Amendment Description:</b>	Simplification of garage standards
<b>Applicability:</b>	Frog Pond West and Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.15) B.
<b>Relationship to Frog Pond East and South Master Plan:</b>	None
<b>Rationale for Amendment Text:</b>	The proposal simplifies the language used for garage frontages in Frog Pond West to apply throughout Frog Pond. It also addresses a frequent issue encountered in Frog Pond West development were the existing standards required non-standard width garage doors which unnecessarily increased expenses and created more lead-time for custom fabrication.
<b>Recent Edits:</b>	None

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

Item B.



(.16) *Residential Design Standards:*

...

<b>Amendment Description:</b>	Applicability of existing residential design standards for RN zone
<b>Applicability:</b>	Frog Pond West and Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.16)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Generally to housing variety as current RN residential design standards do not address all of the allowed residential unit types in Frog Pond East and South.
<b>Rationale for Amendment Text:</b>	When the RN zone residential design standards were adopted, there were no residential design standards in the City except for ones specific to Villebois. Since that time, as part of the Middle Housing in Wilsonville project, citywide design standards were established for various unit types. These standards can be found in Subsection 4.113 (.14). In addition, this current package of code amendments includes new design standards for multi-family development. The decision was made to allow the citywide design standards covering all unit types be applied in Frog Pond East and South rather than the Frog Pond West standards geared towards single-family detached homes.
<b>Recent Edits:</b>	Minor typographical edits.

- B. *Applicability.* ~~These~~ **In Frog Pond West standards C. through G.** apply to all façades facing streets, pedestrian connections, parks, open space tracts, the Boeckman Trail, or elsewhere as required by this Code or the Development Review Board. Exemptions from these standards include: (1) Additions or alterations adding less than 50 percent to the existing floor area of the structure; and, (2) Additions or alterations not facing a street, pedestrian connection, park, or open space tract. **In Frog Pond East and South the standards in C. through G. do not apply. Rather, design standards in 4.113 (.14) apply to all public-facing facades in Frog Pond East and South.**

...

(.17) Fences:

<b>Amendment Description:</b>	Applicability of existing fence requirements
<b>Applicability:</b>	Frog Pond West and Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.17)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Consistent with specific fencing standards for Stafford Road and Advance Road.
<b>Rationale for Amendment Text:</b>	This existing language regarding fencing for Frog Pond West makes sense to be applicable to Frog Pond East and South as well. The proposed strikeout allows these standards to apply to all Frog Pond neighborhoods.
<b>Recent Edits:</b>	None

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

...

<b>Amendment Description:</b>	Waivers for Frog Pond East and South
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.22) (new)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Directly implements Implementation Measure 4.1.7.D. 3. regarding an alternative discretionary path for approval.
<b>Rationale for Amendment Text:</b>	Maintains the City’s existing discretionary waiver path but adds specific waiver criteria related to consistency with designated Urban Form Types and housing variety.
<b>Recent Edits:</b>	Minor typographical edits

**(.22) Consideration of Waivers in the Frog Pond East and South Neighborhoods.**

**A. Applicants for development in the Frog Pond East and South neighborhoods may request waivers to applicable development and design standards in Section 4.127, provided the criteria in subsection B. are met.**

**B. In addition to the waiver criteria in Sections 4.118 and 4.140 and applicable Site Design Review standards, when reviewing a waiver for development within the Frog Pond East and South Neighborhoods the Development Review Board’s decision shall be based on the following criteria, which reflects guidance in the Frog Pond East and South Master Plan:**

- 1. The development enabled by the waiver is complementary and compatible with development that would typically be built within the subject Urban Form Type as described in Chapter 6 of the Frog Pond East and South Master Plan.**
- 2. The waiver continues to support a wide variety of housing throughout the Frog Pond East and South Neighborhoods including not reducing the Minimum Number of Units of any requirement in Table 6B by the greater of 5 units or 20%.**

<b>Amendment Description:</b>	Development Standards for the Commercial Main Street
<b>Applicability:</b>	Commercial Main Street Area of Frog Pond East
<b>Impacted Code Section(s):</b>	4.127 (.23) (new)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Directly implements the portion of Chapter 9, Implementation, relating to Coding for Main Street
<b>Rationale for Amendment Text:</b>	The standards are a simplified adaptation of Town Center Zone development standards to support the development of similar types of mixed-use buildings along SW Brisband Street.
<b>Recent Edits:</b>	<ul style="list-style-type: none"> <li>• Eliminated a couple standards based on limited applicability in the context of the small size of the commercial main street. Many of the standards were adapted from the Town Center Zoning, and have less applicability in the limited footprint at play here. Simplified parking requirements, again to better fit the context of the expected development. Other minor edits.</li> </ul>

**(.23) Residential Neighborhood Zone - Commercial Main Street Development**

- A. *Applicability.* These standards apply to the Commercial Main Street area described in Subsection (.07) A. 1. and shown in Figure A-7.**
- B. *Allowed Uses.* See Subsection (.02) above.**
- C. *Development Standards.* The following development standards apply to all development within the Commercial Main Street area of Frog Pond East.**

<b>Table 23A. Commercial Main Street Development Standards</b>	
<b>STANDARD</b>	
<b>Front setback</b>	
<u>Minimum</u>	<b>0 ft.</b>
<u>Maximum</u>	<b>20 ft.</b>
<b>Side facing street on corner</b>	
<u>Minimum</u>	<b>0 ft.</b>
<u>Maximum</u>	<b>10 ft.</b>
<b>Side yard</b>	
<u>Minimum</u>	<b>0 ft.</b>
<u>Maximum</u>	<b>10 ft.</b>
<b>Rear setback</b>	
<u>Minimum</u>	<b>0 ft.</b>
<b>Building height (stories) <sup>A</sup></b>	
<u>Minimum</u>	<b>two</b>
<u>Maximum</u>	<b>four</b>
<b>Ground floor height minimum</b>	<b>12 ft.</b>
<b>Building site coverage maximum</b>	<b>90%</b>
<b>Minimum landscaping</b>	<b>10%</b>
<b>Minimum building frontage <sup>B</sup></b>	
<u>On SW Brisband Street</u>	<b>70%</b>
<u>On SW Stafford Road</u>	<b>None</b>



<u>On other streets</u>	<u>None</u>
-------------------------	-------------

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

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

**D Design Standards:**

1. **Purpose and Intent.** The purpose of the design standards is to provide high quality design within the Commercial Main Street area that creates a place of distinct character. The design of buildings and other site features shall functionally relate to adjacent streets and open spaces; shall include architectural diversity and variety in their built form; shall contribute to the vitality of the street environment through incorporation of storefronts, windows, and entrances facing the sidewalk; and shall minimize the visual impact of off-street parking from streets.
2. **Building and Entry Placement.** Buildings shall meet the following standards:
  - a. Development shall meet the minimum building frontage standards in Table 23A.
  - b. At least one entrance door is required for each business, including live-work units, with a ground floor frontage.
  - c. All primary ground-floor common entrances shall be oriented to the street or a public space directly facing the street, or placed at an angle up to 45 degrees from an adjacent street. Primary ground-floor common entrances shall not be oriented to the interior or to a parking lot.
  - d. The primary entrance shall orient to SW Brisband Street or SW Stafford Road.
  - f. Each entrance shall be covered, recessed, or treated with a permanent architectural feature in such a way that weather protection is provided.
3. **Building Setbacks.** Development shall meet the minimum and maximum setback standards in subsection Table 23A. No off-street vehicle parking or loading is permitted within the setback. Bicycle parking is permitted within the setback.
4. **Front Yard Setback Design.** If front yard setbacks are provided, they shall be designed to encourage pedestrian activity and active ground floor uses. Landscaping, water quality treatment, seating areas, an arcade, or a hard-surfaced expansion of the pedestrian path must be provided between a structure and a public street or accessway. If a building abuts more than one street, the required improvements shall be provided on all streets. Hard-surfaced areas shall be constructed with scored concrete or modular paving materials. Benches and other street furnishings are encouraged.
5. **Walkway Connection to Building Entrances.** A walkway connection is required between a building's primary entrance and a public street or accessway. This walkway must be at least six feet wide and be paved with concrete or modular paving materials.
6. **Parking Location and Landscape Design:**
  - a. Parking must be located to the rear of buildings.
7. **Building Design Standards:**
  - a. **General Provisions:**
    - i. The first-floor façade of all buildings shall be designed to encourage and complement pedestrian-scale interest and activity through the use of elements such as windows, awnings, and other similar features.

- ii. Building entrances shall be clearly marked, provide weather covering, and incorporate architectural features of the building.
- iii. Architectural features and treatments shall not be limited to a single façade. All public-facing facades shall display a similar level of quality and architectural interest, with elements such as windows, awnings, murals, a variety of exterior materials, reveals, and other similar features.

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

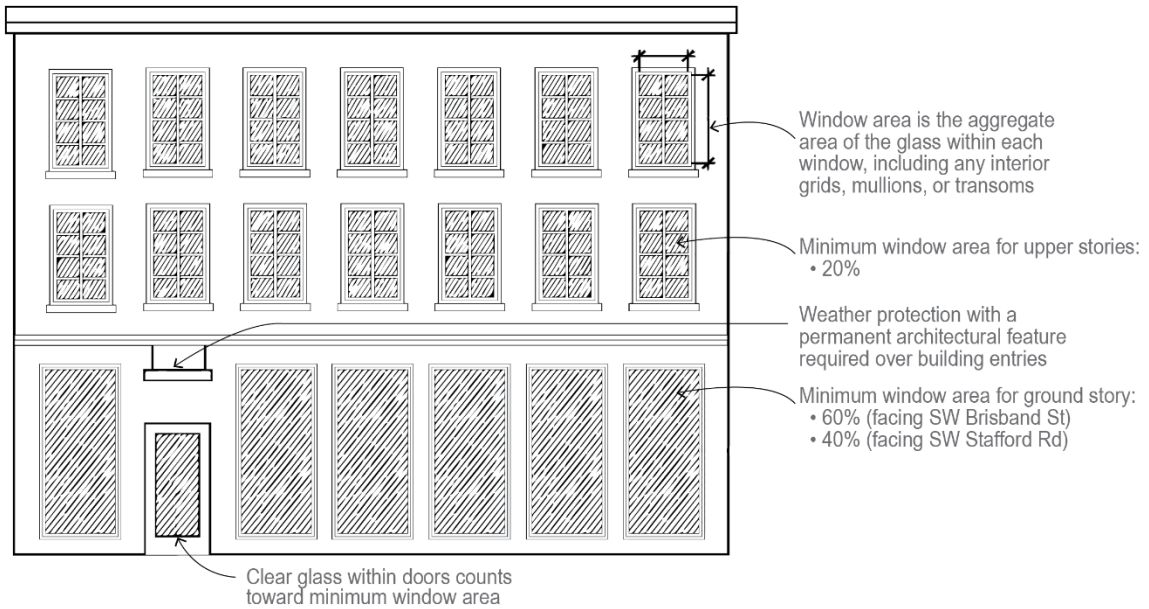
i. Windows:

- Building facade windows are required on all facades facing SW Brisband Street or SW Stafford Road (see Figure A-23), as follows:

<u>Ground Story facing SW Brisband Street</u>	<u>60% of ground floor wall area</u>
<u>Ground Story facing SW Stafford Road or SW 63<sup>rd</sup> Avenue</u>	<u>40% of ground floor wall area</u>
<u>Upper Stories facing SW Brisband Street, SW Stafford Road, or SW 63<sup>rd</sup> Avenue</u>	<u>20% of facade</u>
<u>Other facades</u>	<u>No minimum</u>

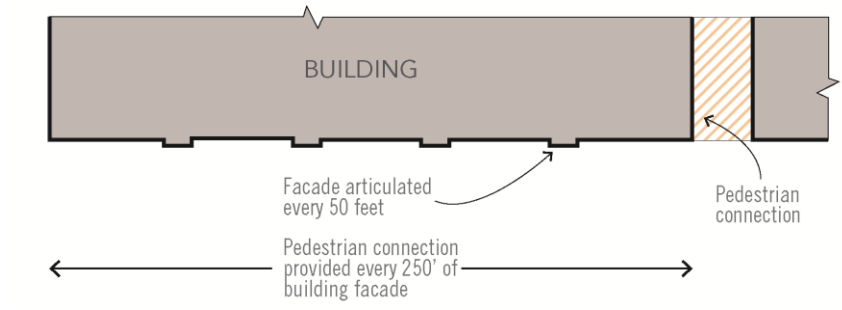
- Window area is the aggregate area of the glass within each window, including any interior grids, mullions, or transoms. Facade area is the aggregate area of each street-facing vertical wall plane.
- Required windows shall be clear glass and not mirrored or frosted, except for bathrooms. Clear glass within doors may be counted toward meeting the window coverage standard.
- Ground floor windows. For facades facing SW Brisband Street, SW Stafford Road, and SW 63<sup>rd</sup> Avenue elevations within the building setback shall include a minimum percentage of the ground floor wall area with windows, display areas or doorway openings. The ground floor wall area shall be measured from two feet above grade to ten feet above grade for the entire width of the street-facing elevation. The ground floor window requirement shall be met within the ground floor wall area; glass doorway openings to ground level may be counted toward meeting the requirement.

**Figure A-23. Window Placement and Percentage of Facade**



- ii. **Building Facades:** Public-facing facades shall extend no more than 50 feet without providing at least one of the following features: (a) a variation in building materials; (b) a building off-set of at least one foot; (c) a wall area that is entirely separated from other wall areas by a projection, such as an arcade; or (d) by other design features that reflect the building's structural system (See Figure B-23). No building façade shall extend for more than 300 feet without a pedestrian connection between or through the building.

**Figure B-23. Building Facade Articulation**



- iii. **Weather Protection:** Building facades facing SW Brisband Street shall provide weather protection as follows:

- **A projecting facade element (awning, canopy, arcade, or marquee) must be provided along at least 50 percent of the façade.**
  - **All weather protection must comply with the Oregon Structural Specialty Code in effect at the time of application for projections or encroachments into the public right-of-way.**
  - **Weather protection shall be maintained and in good condition.**
  - **Weather protection features shall project at least five feet from the building façade.**
  - **Marquees shall have a minimum ten-foot clearance from the bottom of the marquee to the sidewalk. Canopies and awnings shall have a minimum eight-foot clearance from the bottom of the awning or canopy to the sidewalk.**
  - **The projecting façade element shall not conflict with street lights. If the projecting façade element blocks light shed from adjacent street lights, exterior lighting shall be located on the building.**
  - **Awnings shall match the width of storefronts or window openings.**
  - **Internally lit awnings are not permitted.**
  - **Awnings shall be made of glass, metal, or a combination of these materials. Fabric awnings are not permitted.**
- iv. **Building Materials.** Plain concrete block, plain concrete, T-111 or similar sheet materials, corrugated metal, plywood, sheet press board or vinyl siding may not be used as exterior finish materials. Foundation material may be plain concrete or plain concrete block

where the foundation material is not revealed for more than two feet. Use of brick and natural materials (wood) is encouraged.

v. Roofs and roof lines. Except in the case of a building entrance feature, roofs shall be designed as an extension of the primary materials used for the building and should respect the building's structural system and architectural style. False fronts and false roofs are not permitted.

vi. Rooftop features/equipment screening:

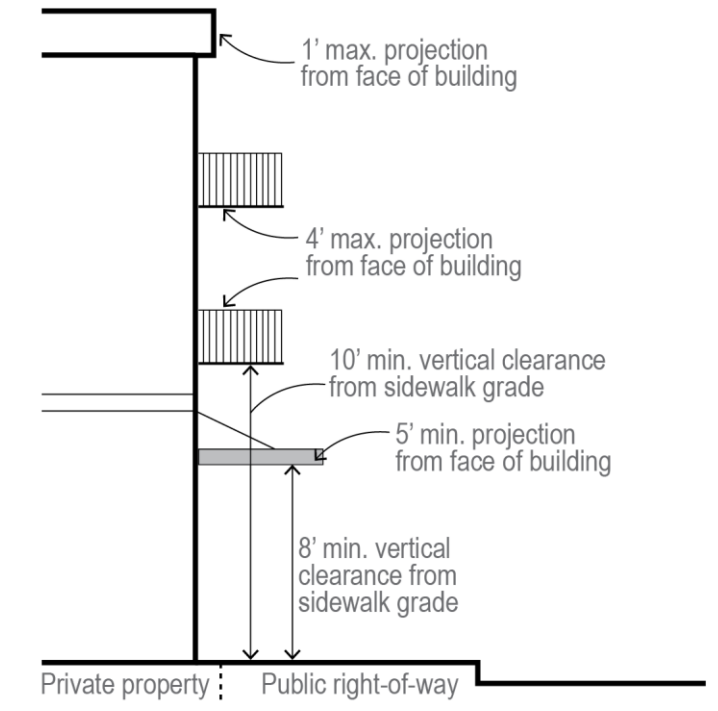
- The following rooftop equipment does not require screening:
  - Solar panels, wind generators, and green roof features;
  - Equipment under two feet in height.
- Elevator mechanical equipment may extend above the height limit a maximum of 16 feet provided that the mechanical shaft is incorporated into the architecture of the building.
- Satellite dishes and other communications equipment shall be limited to ten feet in height from the roof, shall be set back a minimum of five feet from the roof edge and screened from public view to the extent possible.
- All other roof-mounted mechanical equipment shall be limited to ten feet in height, shall be set back a minimum of five feet from the roof edge and screened from ground-level public view and from views from adjacent buildings.
- On all structures exceeding 35 feet in height, roofs shall have drainage systems that are architecturally integrated into the building design.
- Any external stairwells, corridors and circulation components of a building shall be architecturally compatible with the overall structure, through the use of similar materials, colors, and other building elements.
- Required screening shall not be included in the building's maximum height calculation.

vii. General Screening. Utility meters shall be located on the back or side of a building, screened from view from a public street to the greatest extent possible, and shall be painted a color to blend with the building façade.

viii. Building projections. Building projections are allowed as follows (see Figure C-23):

- Architectural elements such as eaves and cornices may project up to one foot from the face of the building.
- Bay windows and balconies may project up to four feet from the face of the building. Balconies that project into the right-of-way shall have a minimum vertical clearance of 10 feet from sidewalk grade or be mounted at the floor elevation, whichever is greater.

**Figure C-23. Building Projections**



<b>Amendment Description:</b>	Specific Land Use Considerations for Frog Pond East and South
<b>Applicability:</b>	Frog Pond East and South
<b>Impacted Code Section(s):</b>	4.127 (.24) (new)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Directly implements Implementation Measure 4.1.7.D. 5. And 10. regarding treatment of these specific areas.
<b>Rationale for Amendment Text:</b>	Directly reflects the direction given in the Master Plan with identifying location description and map.
<b>Recent Edits:</b>	None

**(.24) Special, Specific Land Use Considerations**

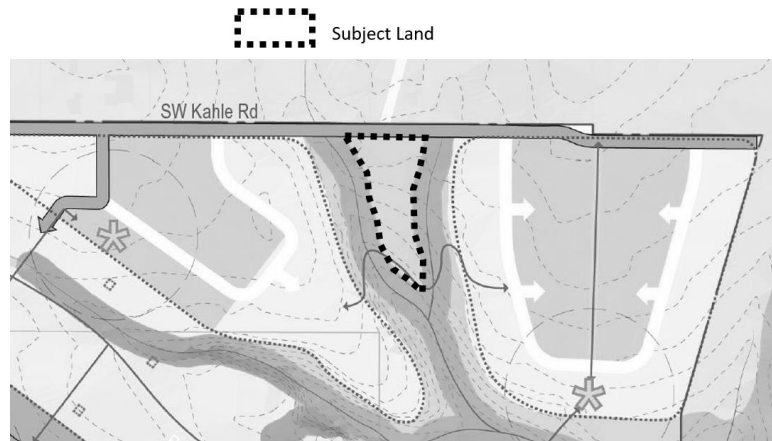
**A. Frog Pond Grange Property.** This special consideration pertains to an area described as: **the western half of the area of Subdistrict E1 north of the framework street that is an extension of SW Frog Pond Lane and west of the framework street extending across the BPA easement. See Figure A-24 for locational reference. The community supports preservation, reuse, and adjacent uses supportive of the current Frog Pond Grange building. The Frog Pond East and South Master Plan identifies the long-term use of the subject area as maintaining the existing civic/meeting/event space use or substantially similar use with surrounding open space. Any substantial change of use shall require an amendment to the Frog Pond East and South Master Plan. Preservation of the existing building, substantially similar in design to that existing as of the 2022 adoption of the Frog Pond East and South Master Plan, is required on the site unless approved by the Development Review Board with findings providing substantial evidence that preservation is not feasible due to structural issues with the building that are not feasible, either economically or technically, to repair.**

**Figure A-24**



**B. Treed area on south side of SW Kahle Road. This special consideration pertains to an area described as a treed area south of SW Kahle Road between Subdistricts E2 and E3 and bounded on both side by creeks. See Figure B-24 for locational reference. An applicant may request the subject area not be included in the SROZ based on findings made, as part of a SROZ Map Verification, that the area does not meet the standard to be included in the SROZ. If it is found the area is not to be in the SROZ the Urban Form Type 3 shall apply. There is no minimum unit count and the area would not be considered part of a subdistrict. There would be no housing variety requirement applied.**

**Figure B-24**





<b>Amendment Description:</b>	Remove buffering language for multi-family development
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.176 (.04)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Supports the mix of residential types called for in the Master Plan, including multi-family, throughout the Master Plan, by not requiring screening between different unit types.
<b>Rationale for Amendment Text:</b>	Frog Pond East and South focuses on a mix of residential types throughout, rather than segregation of residential types. This legacy language being deleted reflects a development era dominated by separated single-family and multi-family areas without middle housing. Removing this language better reflects the current approach of integration of housing types.
<b>Recent Edits:</b>	None

Subsection 4.176 (.04) Buffering and Screening

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

<b>Amendment Description:</b>	Deed restriction cannot restrict housing types allowed by zoning
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.210 and 4.220
<b>Relationship to Frog Pond East and South Master Plan:</b>	Supports the mix of residential types called for in the Master Plan, but not allowing any to be disallowed by private covenant or deed restriction.
<b>Rationale for Amendment Text:</b>	House Bill 2001 (2019) established that from January 1, 2020, private deed restrictions and covenants, including CC&Rs, could not be written to exclude middle housing. These edits reflects this law and further clarify that any housing type allowed under City zoning cannot be limited by private deed restrictions and covenants.
<b>Recent Edits:</b>	Minor edits.

Section 4.210 Application Procedure (Tentative Plat)

(.01) C. 4.

**Limitations on Deed Restrictions.** ~~Board~~ **The City** may limit content of deed restrictions in order to promote local, regional and state interests in affordable housing **and/or comply with applicable statute, rules, and policies**; the Board may limit the content that will be accepted within proposed deed restrictions or covenants. In adopting conditions of approval for a residential subdivision or condominium development ~~land division~~, the Board **or Planning Director may** prohibit such things as mandatory minimum construction costs, minimum unit sizes, prohibitions of manufactured housing, etc. **The City shall in all cases ensure no deed restrictions or covenants limit construction of any housing allowed by City zoning for the subject land.**

Section 4.220. Final Plat Review

(.02) C.

**Deed restrictions.** A copy of all protective deed restrictions proposed for the area shall accompany the final Plat and specifications of all easements and dedications as required by the Development Review Board. The Planning Director shall not sign the final plat if the proposed deed restrictions fail to provide for the on-going maintenance of common areas ~~or~~, violate established conditions of approval for the development, **or violate other statutes, rules, or standards the City has responsibility to enforce, including those related to not allowing deeds or covenants to limit housing types allowed by the City’s zoning for a given property(ies).**

<b>Amendment Description:</b>	Clarify applicability of DRB Site Design Review for housing
<b>Applicability:</b>	Citywide
<b>Impacted Code Section(s):</b>	4.420
<b>Relationship to Frog Pond East and South Master Plan:</b>	Reflects the allowance of a wide variety of housing types, including various types of multi-family, throughout the Master Plan area. Supports the allowance for alternative discretionary review called for in the Master Plan.
<b>Rationale for Amendment Text:</b>	The amendments to this section clarify that residential structures reviewed under clear and objective residential design standards are not subject to Site Design Review by the Development Review Board. Besides providing additional clarity for single-family and middle housing, this proposed change supports the change allowing administrative review of multi-family buildings (apartments). Site Design Review will continue to apply to commercial and industrial buildings, mixed-use residential buildings, and required open space landscaping. The language also allows the option for residential developers to seek Site Design Review as an alternative to following the clear and objective residential design standards.
<b>Recent Edits:</b>	Minor edits to increase consistency of language.

Section 4.420. ~~Jurisdiction and Powers of the Board~~ **Review Authority for Site Design Review**

- (.01) ~~Application of Section. Except for single family and middle housing dwellings in any residential zoning district, and apartments in the Village zone,~~
- A. **Unless exempt as noted in 1.-2. below, no building permit shall be issued for a new building or major exterior remodeling of an existing building unless the building architecture and siting is approved by the Development Review Board (Board) through Site Design Review.**
    - 1. **Residential structures in residential zones are exempt from Site Design Review as long as they meet established clear and objective design and siting standards or any allowed adjustments. This exemption does not apply to mixed-use residential structures. However, an applicant may elect to have residential structures approved by the Board through Site Design Review in association with waivers from specific standards.**
    - 2. **Minor building modifications to non-residential structures are reviewed under the authority of the Planning Director as established is Section 4.030.**
  
  - B. **Unless exempt as noted in 1.-2. below, no building permit within an area covered by a Stage II Planned Development, or PDP in the Village Zone, shall be granted unless landscaping plans are reviewed and approved by the Board through Site Design review, or FDP in the Village Zone.**
    - 1. **Landscaping on residential lots in residential zones is exempt from Site Design Review unless it is part of the open space required under Subsection 4.113 (.01).**

2. **Minor modifications to landscape plans subject to Site Design are reviewed under the authority of the Planning Director as established in Section 4.030..**
- C. No Sign Permit, except as permitted in Sections 4.156.02 and 4.156.05, shall be issued for the erection or construction of a sign relating to such new building or major remodeling, until the plans, drawings, sketches and other documents required for a Sign Permit application have been reviewed and approved by the Board.

Note: The following Development Code language is included for context and reflects what is included in the Development Code amendment package.

4.113 Residential Development in Any Zone

(.07) Fences:

...

**E. When fences create an enclosed side yard area five feet or less in width, gates or other openings shall be provided creating a through connection to either a rear yard or alley.**

<b>Amendment Description:</b>	Special nuisance regulations for narrow side yards
<b>Applicability:</b>	Citywide, including existing development
<b>Impacted Code Section(s):</b>	6.221 (new)
<b>Relationship to Frog Pond East and South Master Plan:</b>	Accommodates a variety of housing configurations as called for in the Master Plan and associated side yard configurations.
<b>Rationale for Amendment Text:</b>	This language, together with new language in Chapter 4, Subsection 4.113 (.07), above, provides a simple means to ensure narrow fenced areas are maintained and do not become nuisance areas. The concept is that ensuring access will increase use and with increased use there is a greater propensity for maintenance, and if maintenance does not happen there is a specific code provision to address the issue.
<b>Recent Edits:</b>	Added “overgrown” to vegetation to clarify vegetation that does not obstruct passage is allowed, “excessive” was added to clarify that a limited amount of rubbish or junk could be stored temporarily if it doesn’t otherwise violate the general nuisance code. “Prevent” is changed to “substantially obstructing” passage to better clarify intent.

**6.221. Maintenance of Side Yards in Residential Areas**

**(1) In addition to nuisances applicable generally to vegetation, junk, and rubbish in residential areas in Sections 6.208, 6.210, 6.216 and 6.220, side yards in residential areas shall be kept clear of overgrown vegetation, excessive rubbish or junk, and any other material that would substantially obstruct the pedestrian passage through the side yard to a rear yard or alley, where such passage is required or otherwise enabled by lack of fencing or provision of gates.**

**CITY COUNCIL ROLLING SCHEDULE**  
**Board and Commission Meetings**  
**Items known as of 06/04/24**

**June**

6/24	Monday	6:30 pm	DRB-B	Council Chambers
6/26	Wednesday	6:30 pm	Library Board	Library

**July**

7/1	Monday	7:00 pm	City Council – CANCELLED	Council Chambers
7/8	Monday	6:30 pm	DRB-A	Council Chambers
7/9	Tuesday	6:00 pm	Diversity, Equity and Inclusion / Arts, Culture & Heritage (Joint Meeting)	Council Chambers
7/10	Wednesday	6:00 pm	Planning Commission	Council Chambers
7/15	Monday	7:00 pm	City Council	Council Chambers
7/22	Monday	6:30 pm	DRB-B	Council Chambers
7/24	Wednesday	6:30 pm	Library Board	Library

**Community Events:****June**

Pride Month  
 Immigrant Heritage Month

- 6/18 Ukulele Jam, 9:00 am, Parks & Rec  
 Piecemakers Quilters, 9:00 am, Tauchman House  
 AARP Smart Driver, 9:00 am, Community Center  
 Intermediate English Class, 10:00 am, Library  
 ODHS Drop-In Assistance 10:00 am, Library  
 Baby & Toddler Time, 10:30 am, Library  
 Baby & Toddler Time, 11:15 am, Library  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Partners Bridge, 12:30 pm, Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Library  
 Virtual Reality Fitness, 1:00 pm, Community Center  
 Teen Event: Game Day, 2:00 pm, Library  
 Beginning Tai Chi, 2:00 pm, Community Center  
 Tai Chi Continuing, 3:00 pm, Community Center  
 KidoKinetics Camps – Sports Play, 4:00 pm, Memorial Park Soccer Spot  
 Barre Tone with Jessica Norman, 5:45 pm, Community Center  
 Soul Flow Yoga, 7:15 pm, Community Center

All dates and times are tentative; check the City's online calendar for schedule changes at [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us).

- 6/19 Juneteenth (all day)  
 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Digital Photography Club, 10:00 am, Community Center  
 Stories & Science, 10:30 am, Library  
 Conversational Spanish Group, 10:30 am, Community Center  
 Sit and Be Fit, 11:00 am, Community Center  
 Stories & Science, 12:00 pm, Library  
 Walk at Lunch – Club Pilates  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Pinochle/Cribbage, 1:00 pm, Community Center  
 Bingo, 1:00 pm, Community Center  
 Minor Bike Repair, 5:00 pm, SMART  
 Juneteenth Celebration, 5:00 pm
- 6/20 Gentle Yoga w/Kathryn Kindorf, 8:30 am, Community Center  
 I-5 Connection Chorus Group, 10:00 am, Community Center  
 Bridge for Beginners Lessons, 10:00 am, Community Center  
 Thursday Fun Show: Juggler Henrik Bothe, 11:00 am, Grove Shelter at Memorial Park  
 Walking Book Club, 1:00 pm, Library  
 Ladies Afternoon Out, 1:00 pm, Community Center  
 Beginning Tai Chi, 2:00 pm, Community Center  
 Tai Chi Continuing, 3:00 pm, Community Center  
 Nutritious Foods with Sam Romanowski – Summer Shrubs and Fruit Syrups, 6:00 pm, CC  
 Restorative Yoga, 7:15 pm, Community Center
- 6/21 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Stand, Sit and Be Fit, 11:00 am, Community Center  
 Bridge Group Play, 10:30 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Mexican Train Dominoes, 1:00 pm, Community Center
- 6/22 KidoKinetics Camps-Sports Play, 10:00 am, Memorial Park Soccer Spot  
 Soccer Shots Summer 2024, 2:00 pm, “Soccer Spot” (near tennis court)
- 6/24 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Life 101 Lecture Series: Brain Health, 10:30 am, Community Center  
 Beginning English Class, 11:00 am, Library  
 Sit, Stand and Be Fit, 11:00 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Weight Loss Support Group, 12:30 pm, Community Center  
 Mexican Train Dominoes, 1:00 pm, Community Center  
 Bridge Group Play, 1:00 pm, Community Center  
 Body Sculpt with Jules Moody, 6:00 pm, Community Center

All dates and times are tentative; check the City’s online calendar for schedule changes at [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us).

- 6/25 Ukulele Jam, 9:00 am, Parks & Rec  
 Piecemakers Quilters, 9:00 am, Tauchman House  
 ODHS Drop-In Assistance 10:00 am, Library  
 Intermediate English Class, 10:00 am, Library  
 Baby & Toddler Time, 10:30 am, Library  
 Baby & Toddler Time, 11:15 am, Library
- Lunch at the Community Center, 12:00 pm, Community Center  
 Partners Bridge, 12:30 pm, Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Library  
 Virtual Reality Fitness, 1:00 pm, Community Center  
 Teen Event: Green Teens, 2:00 pm, Library  
 KidoKinetics Camps-Sports Play, 4:00 pm, Memorial Park Soccer Spot  
 Barre Tone with Jessica Norman, 5:45 pm, Community Center  
 History Talk: Samuel Boardman and the History of Oregon State Parks, 6:00 pm, Library  
 Soul Flow Yoga, 7:15 pm, Community Center
- 6/26 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Digital Photography Club, 10:00 am, Community Center  
 Conversational Spanish Group, 10:30 am, Community Center  
 Stories & Science, 10:30, Library  
 Sit and Be Fit, 11:00 am, Community Center  
 Walk at Lunch – San Francisco Tienda Mexicana, 12:00 pm  
 Stories & Science, 12:00 pm, Library  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Pinochle/Cribbage, 1:00 pm, Community Center
- 6/27 Gentle Yoga w/Kathryn Kindorf, 8:30 am, Community Center  
 I-5 Connection Chorus Group, 10:00 am, Community Center  
 Bridge for Beginners Lessons, 10:00 am, Community Center  
 Thursday Fun Show: Border Collie International, 11:00 am, Grove Shelter, Memorial Park  
 Ladies Afternoon Out, 1:00 pm, Community Center  
 Beginning Tai Chi, 2:00 pm, Community Center  
 Tai Chi Continuing, 3:00 pm, Community Center  
 Restorative Yoga, 7:15 pm, Community Center
- 6/28 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Bridge for Intermediate Lessons, 10:30 am, Community Center  
 Stand, Sit and Be Fit, 11:00 am, Community Center  
 Bridge Group Play, 11:30 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Mexican Train Dominoes, 1:00 pm, Community Center

All dates and times are tentative; check the City's online calendar for schedule changes at [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us).



- 6/29 Korean War Remembrance Ceremony, 10:00 am, Town Center Park  
KidoKinetics Camps-Sports Play, 10:00 am, Memorial Park Soccer Spot  
Soccer Shots Summer 2024, 2:00 pm, "Soccer Spot" (near tennis court)

## July

Disability Pride Month

- 7/1 Americans with Disability Act (All day)  
Beginning English Class, 11:00 am, Library  
Sit, Stand and Be Fit, 11:00 am, Community Center  
Lunch at the Community Center, 12:00 pm, Community Center  
Weight Loss Support Group, 12:30 pm, Community Center  
Mexican Train Dominoes, 1:00 pm, Community Center  
Bridge Group Play, 1:00 pm, Community Center  
Body Sculpt with Jules Moody, 6:00 pm, Community
- 7/2 Ukulele Jam, 9:00 am, Parks & Rec  
Piecemakers Quilters, 9:00 am, Tauchman House  
Intermediate English Class, 10:00 am, Library  
ODHS Drop-In Assistance 10:00 am, Library  
Baby & Toddler Time, 10:30 am, Library  
Baby & Toddler Time, 11:15 am, Library  
Lunch at the Community Center, 12:00 pm, Community Center  
Partners Bridge, 12:30 pm, Community Center  
ODHS Drop-In Assistance, 1:00 pm, Library  
Poetry Club, 1:00 pm, Community Center  
Virtual Reality Fitness, 1:00 pm, Community Center  
Teen Event: Tarot, 2:00 pm, Library  
KidoKinetics Camps – Sports Play, 4:00 pm, Memorial Park Soccer Spot  
Oil Painting with Judy Stubb-Frolicking Whale, 5:30 pm, Parks & Rec Admin Bldg
- 7/3 Digital Photography Club, 10:00 am, Community Center  
Stories & Science, 10:30 am, Library  
Conversational Spanish Group, 10:30 am, Community Center  
PROFILES (online), 11:00 am, Community Center  
Sit and Be Fit, 11:00 am, Community Center  
Stories & Science, 12:00 pm, Library  
Lunch at the Community Center, 12:00 pm, Community Center  
Pinochle/Cribbage, 1:00 pm, Community Center  
Bingo, 1:00 pm, Community Center
- 7/4 Library Closed  
City Offices Closed  
I-5 Connection Chorus Group, 10:00 am, Community Center  
Bridge for Beginners Lessons, 10:00 am, Community Center  
4<sup>th</sup> of July Laser Light Show, 9:00 pm, Town Center Park

All dates and times are tentative; check the City's online calendar for schedule changes at [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us).

- 7/5 Sit, Stand and Be Fit, 11:00 am, Community Center  
 Bridge Group Play, 11:30 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Mexican Train Dominoes, 1:00 pm, Community Center  
 First Friday Films, 3:00 pm, Library
- 7/6 KidoKinetics Camps-Sports Play, 10:00 am, Memorial Park Soccer Spot  
 Soccer Shots Summer 2024, 2:00 pm, "Soccer Spot" (near tennis court)
- 7/7 Watercolor Workshops, 10:00 am, Tauchman House
- 7/8 Bike Adventure Camp, 9:00 am, Stein-Boozier Barn  
 Beginning English Class, 11:00 am, Library  
 Sit, Stand and Be Fit, 11:00 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Weight Loss Support Group, 12:30 pm, Community Center  
 Mexican Train Dominoes, 1:00 pm, Community Center  
 Bridge Group Play, 1:00 pm, Community Center  
 TAB Meeting, 4:15 pm, Library  
 Body Sculpt with Jules Moody, 6:00 pm, Community Center
- 7/9 Ukulele Jam, 9:00 am, Parks & Rec  
 Piecemakers Quilters, 9:00 am, Tauchman House  
 Bike Adventure Camp, 9:00 am, Stein-Boozier Barn  
 ODHS Drop-In Assistance 10:00 am, Library  
 Intermediate English Class, 10:00 am, Library  
 Medicare 101, 10:30 am, Community Center  
 Baby & Toddler Time, 10:30 am, Library  
 Baby & Toddler Time, 11:15 am, Library  
 Gentle Yoga w/Kathryn Kindorf, 11:15 am, Community Center  
 Partners Bridge, 12:30 pm, Community Center  
 Caregiver/Alzheimer's Support Group, 1:00 pm, Charbonneau Activity Center  
 ODHS Drop-In Assistance, 1:00 pm, Library  
 Virtual Reality Fitness, 1:00 pm, Community Center  
 Teen Event: Laser Tag/Nerf Day, 2:00 pm, Library  
 KidoKinetics Camps – Sports Play, 4:00 pm, Memorial Park Soccer Spot  
 Barre Tone with Jessica Norman, 5:45 pm, Community Center  
 Soul Flow Yoga, 7:15 pm, Community Center
- 7/10 Healthy Bones and Balance, 8:30 am, Community Center  
 Bike Adventure Camp, 9:00 am, Stein-Boozier Barn  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Digital Photography Club, 10:00 am, Community Center  
 Stories & Science, 10:30 am, Library  
 Conversational Spanish Group, 10:30 am, Community Center

All dates and times are tentative; check the City's online calendar for schedule changes at [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us).

- 7/10 Sit and Be Fit, 11:00 am, Community Center  
Walk at Lunch, 12:00 pm, MiNa's Closet Consignment  
Stories & Science, 12:00 pm, Library  
Lunch at the Community Center, 12:00 pm, Community Center  
Pinochle/Cribbage, 1:00 pm, Community Center
- 7/11 Gentle Yoga w/Kathryn Kindorf, 8:30 am, Community Center  
Bike Adventure Camp, 9:00 am, Stein-Boozier Barn  
I-5 Connection Chorus Group, 10:00 am, Community Center  
Bridge for Beginners Lessons, 10:00 am, Community Center  
Thursday Fun Show: Magician Seth Howard, 11:00 am, Grove Shelter at Memorial Park  
Gentle Yoga w/Kathryn Kindorf, 11:15 am, Community Center  
Art Club, 1:00 pm, Community Center  
Ladies Afternoon Out, 1:00 pm, Community Center  
Grief Support Group, 1:00 pm, Community Center  
Beginning Tai Chi, 2:00 pm, Community Center  
Tai Chi Continuing, 3:00 pm, Community Center  
Restorative Yoga, 7:15 pm, Community Center
- 7/12 Healthy Bones and Balance, 8:30 am, Community Center  
Bike Adventure Camp, 9:00 am, Stein-Boozier Barn  
Advanced Healthy Bones and Balance, 9:30 am, Community Center  
Sit, Stand and Be Fit, 11:00 am, Community Center  
Bridge Group Play, 11:30 am, Community Center  
Lunch at the Community Center, 12:00 pm, Community Center  
Mexican Train Dominoes, 1:00 pm, Community Center  
Summer 2024 Movies in the Park, 7:00 pm, Town Center Park
- 7/13 KidoKinetics Camps-Sports Play, 10:00 am, Memorial Park Soccer Spot  
Oil Painting w Judy Stubb-Evergreens at Sunset, Parks & Rec Admin Bldg  
Soccer Shots Summer 2024, 2:00 pm, "Soccer Spot" (near tennis court)
- 7/15 Healthy Bones and Balance, 8:30 am, Community Center  
Advanced Healthy Bones and Balance, 9:30 am, Community Center  
Life 101 Lecture Series: Long Term Care 101, 10:30 am, Community Center  
Beginning English Class, 11:00 am, Library  
Sit, Stand and Be Fit, 11:00 am, Community Center  
Lunch at the Community Center, 12:00 pm, Community Center  
Weight Loss Support Group, 12:30 pm, Community Center  
Mexican Train Dominoes, 1:00 pm, Community Center  
Bridge Group Play, 1:00 pm, Community Center  
Genealogy Club, 1:00 pm, Library  
Body Sculpt with Jules Moody, 6:00 pm, Community Center

All dates and times are tentative; check the City's online calendar for schedule changes at [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us).

- 7/16 Ukulele Jam, 9:00 am, Parks & Rec  
 Piecemakers Quilters, 9:00 am, Tauchman House  
 Intermediate English Class, 10:00 am, Library  
 ODHS Drop-In Assistance 10:00 am, Library  
 Baby & Toddler Time, 10:30 am, Library  
 Baby & Toddler Time, 11:15 am, Library  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Partners Bridge, 12:30 pm, Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Library  
 Virtual Reality Fitness, 1:00 pm, Community Center  
 Teen Event: Barbie Murder Mystery, 2:00 pm, Library  
 Beginning Tai Chi, 2:00 pm, Community Center  
 Tai Chi Continuing, 3:00 pm, Community Center  
 KidoKinetics Camps – Sports Play, 4:00 pm, Memorial Park Soccer Spot  
 Barre Tone with Jessica Norman, 5:45 pm, Community Center  
 Soul Flow Yoga, 7:15 pm, Community Center
- 7/17 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Digital Photography Club, 10:00 am, Community Center  
 Stories & Science, 10:30 am, Library  
 Conversational Spanish Group, 10:30 am, Community Center  
 Sit and Be Fit, 11:00 am, Community Center  
 Stories & Science, 12:00 pm, Library  
 Walk at Lunch – Lux Sucre Charbonneau  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Pinochle/Cribbage, 1:00 pm, Community Center  
 Bingo, 1:00 pm, Community Center
- 7/18 Gentle Yoga w/Kathryn Kindorf, 8:30 am, Community Center  
 I-5 Connection Chorus Group, 10:00 am, Community Center  
 Bridge for Beginners Lessons, 10:00 am, Community Center  
 Thursday Fun Show: Storyteller Rick Huddle, 11:00 am, Grove Shelter at Memorial Park  
 Gentle Yoga w/Kathryn Kindorf, 11:15 am, Community Center  
 Walking Book Club, 1:00 pm, Library  
 Ladies Afternoon Out, 1:00 pm, Community Center  
 Grief Support Group, 1:00 pm, Community Center  
 Beginning Tai Chi, 2:00 pm, Community Center  
 Tai Chi Continuing, 3:00 pm, Community Center  
 Wilsonville Rotary Summer Concerts, 5:30 pm, Town Center Park  
 Restorative Yoga, 7:15 pm, Community Center

All dates and times are tentative; check the City's online calendar for schedule changes at [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us).

- 7/19 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Stand, Sit and Be Fit, 11:00 am, Community Center  
 Bridge Group Play, 11:30 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Mexican Train Dominoes, 1:00 pm, Community Center
- 7/20 KidoKinetics Camps-Sports Play, 10:00 am, Memorial Park Soccer Spot  
 Soccer Shots Summer 2024, 2:00 pm, "Soccer Spot" (near tennis court)
- 7/22 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Life 101 Lecture Series: Know the 10 Warning Signs of Alzheimer's, 10:30 am, CC  
 Beginning English Class, 11:00 am, Library  
 Sit, Stand and Be Fit, 11:00 am, Community Center  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Weight Loss Support Group, 12:30 pm, Community Center  
 Mexican Train Dominoes, 1:00 pm, Community Center  
 Bridge Group Play, 1:00 pm, Community Center  
 Nutritious Foods with Sam Romanowski-Hearty Salads & Grain Bowls, 6:00 pm, CC  
 Body Sculpt with Jules Moody, 6:00 pm, Community Center
- 7/23 Ukulele Jam, 9:00 am, Parks & Rec  
 Piecemakers Quilters, 9:00 am, Tauchman House  
 Intermediate English Class, 10:00 am, Library  
 ODHS Drop-In Assistance 10:00 am, Library  
 Baby & Toddler Time, 10:30 am, Library  
 Baby & Toddler Time, 11:15 am, Library  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Partners Bridge, 12:30 pm, Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Library  
 Virtual Reality Fitness, 1:00 pm, Community Center  
 Beginning Tai Chi, 2:00 pm, Community Center  
 Tai Chi Continuing, 3:00 pm, Community Center  
 KidoKinetics Camps – Sports Play, 4:00 pm, Memorial Park Soccer Spot  
 Barre Tone with Jessica Norman, 5:45 pm, Community Center  
 Soul Flow Yoga, 7:15 pm, Community Center  
 Teen Event: Library After Dark, 10:00 pm, Library
- 7/24 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Digital Photography Club, 10:00 am, Community Center  
 Stories & Science, 10:30 am, Library  
 Conversational Spanish Group, 10:30 am, Community Center  
 Sit and Be Fit, 11:00 am, Community Center

All dates and times are tentative; check the City's online calendar for schedule changes at [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us).

- 7/24 Stories & Science, 12:00 pm, Library  
Walk at Lunch, 12:00 pm, Cross Fit  
Lunch at the Community Center, 12:00 pm, Community Center  
Pinochle/Cribbage, 1:00 pm, Community Center
- 7/25 Gentle Yoga w/Kathryn Kindorf, 8:30 am, Community Center  
I-5 Connection Chorus Group, 10:00 am, Community Center  
Bridge for Beginners Lessons, 10:00 am, Community Center  
Thursday Fun: Paradise of Samoa Dancers, 11:00 am, Grove Shelter at Memorial Park  
Gentle Yoga w/Kathryn Kindorf, 11:15 am, Community Center  
Ladies Afternoon Out, 1:00 pm, Community Center  
Grief Support Group, 1:00 pm, Community Center  
Beginning Tai Chi, 2:00 pm, Community Center  
Tai Chi Continuing, 3:00 pm, Community Center  
Wilsonville Rotary Summer Concerts, 5:30 pm, Town Center Park  
Flash Fiction Workshop, 6:00 pm, Library  
Parenting the Love & Logic Way, 6:00 pm, Community Center  
Restorative Yoga, 7:15 pm, Community Center
- 7/26 Healthy Bones and Balance, 8:30 am, Community Center  
Advanced Healthy Bones and Balance, 9:30 am, Community Center  
Stand, Sit and Be Fit, 11:00 am, Community Center  
Bridge Group Play, 11:30 am, Community Center  
Lunch at the Community Center, 12:00 pm, Community Center  
Mexican Train Dominoes, 1:00 pm, Community Center  
Summer 2024 Movies in the Park, 7:00 pm, Edelweiss Park
- 7/27 KidoKinetics Camps-Sports Play, 10:00 am, Memorial Park Soccer Spot  
Soccer Shots Summer 2024, 2:00 pm, "Soccer Spot" (near tennis court)
- 7/29 Healthy Bones and Balance, 8:30 am, Community Center  
Advanced Healthy Bones and Balance, 9:30 am, Community Center  
Life 101 Lecture Series: Estate Planning, 10:30 am, Community Center  
Beginning English Class, 11:00 am, Library  
Sit, Stand and Be Fit, 11:00 am, Community Center  
Lunch at the Community Center, 12:00 pm, Community Center  
Weight Loss Support Group, 12:30 pm, Community Center  
Mexican Train Dominoes, 1:00 pm, Community Center  
Bridge Group Play, 1:00 pm, Community Center  
Body Sculpt with Jules Moody, 6:00 pm, Community Center
- 7/30 Ukulele Jam, 9:00 am, Parks & Rec  
Piecemakers Quilters, 9:00 am, Tauchman House  
ODHS Drop-In Assistance 10:00 am, Library  
Intermediate English Class, 10:00 am, Library  
Lunch at the Community Center, 12:00 pm, Community Center

All dates and times are tentative; check the City's online calendar for schedule changes at [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us).

- 7/30 Partners Bridge, 12:30 pm, Community Center  
 ODHS Drop-In Assistance, 1:00 pm, Library  
 Virtual Reality Fitness, 1:00 pm, Community Center  
 Storywalk with the Artist: Kate Berube, 1:30 pm, Tivoli Park  
 Teen Event: Party in the Park, 2:00 pm, Murase Plaze at Memorial Park  
 Beginning Tai Chi, 2:00 pm, Community Center  
 Tai Chi Continuing, 3:00 pm, Community Center  
 KidoKinetics Camps-Sports Play, 4:00 pm, Memorial Park Soccer Spot  
 Barre Tone with Jessica Norman, 5:45 pm, Community Center  
 Soul Flow Yoga, 7:15 pm, Community Center
- 7/31 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Digital Photography Club, 10:00 am, Community Center  
 Stories & Science, 10:30 am, Library  
 Conversational Spanish Group, 10:30 am, Community Center  
 Sit and Be Fit, 11:00 am, Community Center  
 Stories & Science, 12:00 pm, Library  
 Walk at Lunch, 12:00 pm, Soak Box  
 Lunch at the Community Center, 12:00 pm, Community Center  
 Pinochle/Cribbage, 1:00 pm, Community Center

All dates and times are tentative; check the City's online calendar for schedule changes at [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us).



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> June 17, 2024		<b>Subject: Resolution No. 3149</b> Authorizing the City Manager to execute a construction contract with Tapani, Inc. for the West Side Level B Reservoir and Tooze Road Transmission Main Project (CIP No. 1149/1150/1151)  <b>Staff Member:</b> Mike Nacrelli, PE, Senior Civil Engineer  <b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> 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  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: Improve the City’s Emergency Preparedness	<input checked="" type="checkbox"/> Adopted Master Plan(s): Water System Master Plan 2012 (Project No. 125)	<input type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

A City of Wilsonville Resolution approving a construction contract with Tapani, Inc. in the amount of \$10,184,337.50 for the West Side Level B Reservoir and Tooze Road Transmission Main project, Capital Improvement Project (CIP) No. 1149/1150/1151.



**EXECUTIVE SUMMARY:**

The West Side Level B Reservoir and Tooze Road Transmission Main project (Project) will add storage capacity to Wilsonville’s water system as identified in the 2012 Water System Master Plan (MP) to keep up with planned growth. Storage capacity is essential to meeting peak demands from water users, supplying water during a power outage, and fighting fires. The Project will add a new 3 Million Gallon (MG) storage tank to the existing four tanks in the water system, increasing the total available storage tank volume from 7.6 MG to 10.6 MG, providing sufficient storage capacity to accommodate planned growth through the year 2030.

The new 3 MG reservoir will be located at 12771 SW Tooze Road (“Property”). The Property, purchased by the City in 2010 for the purpose of siting a new reservoir, is located near the intersection of SW Tooze Road and SW Kame Terrace, outside the City limits. The Project includes nearly 4,000 feet of 24” of ductile iron transmission main to connect the proposed reservoir to the City’s existing water distribution system.

Staff issued an invitation to bid on May 1, 2024. Three bids were received by the May 29, 2024, due date. Staff evaluated the submitted bids and determined that Tapani, Inc. was the lowest responsive bidder for the Project.

**EXPECTED RESULTS:**

The Project will provide the needed storage capacity to meet water demands of planned growth within Wilsonville, ensuring adequate storage volume to meet peak demands from water users and supply water during a power outage, as well as meet firefighting needs.

**TIMELINE:**

Construction will begin in July 2024 and be completed by October 2025.

**CURRENT YEAR BUDGET IMPACTS:**

The amended budget for Fiscal Year 2023-2024 (FY 23-24) includes Water Operating (Ops) and System Development Charge (SDC) funds for the West Side Level B Reservoir, Tooze Road Transmission Main, and supporting reservoir improvements as summarized below.

CIP No.	Project Name	Funding Source	Adopted FY 23/24 Budget	Contract Amount
1149	Reservoir & Transmission	Water Ops & SDC	\$7,987,719	\$10,044,837.50
1150	Automated Valve	Water SDC	\$89,000	\$45,000
1151	Elligsen Altitude Valve	Water SDC	\$48,000	\$94,500
		Total	\$ 8,124,719	\$10,184,337.50

An additional \$8,267,687 in Water Ops & SDC funds are included in the proposed budget for FY 24-25, which is sufficient funding for CIP #1149/1150/1151 to cover the contract amount.

**COMMUNITY INVOLVEMENT PROCESS:**

Staff has worked with the design consultant team to prepare and send mailings to property owners within the vicinity of the Project, provided ongoing Project updates on the City web site, and conducted a public meeting on March 3, 2024, to present information about the project and address concerns of nearby residents. Project status updates will continue to be posted to the City web site as construction progresses.

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

Storage capacity is critical to meeting water demand from commercial, industrial, and residential users within Wilsonville, providing sufficient flows for peak demands, emergency power outages, and firefighting needs. This Project will ensure adequate storage capacity now and into the future, serving anticipated growth through the year 2030.

**ALTERNATIVES:**

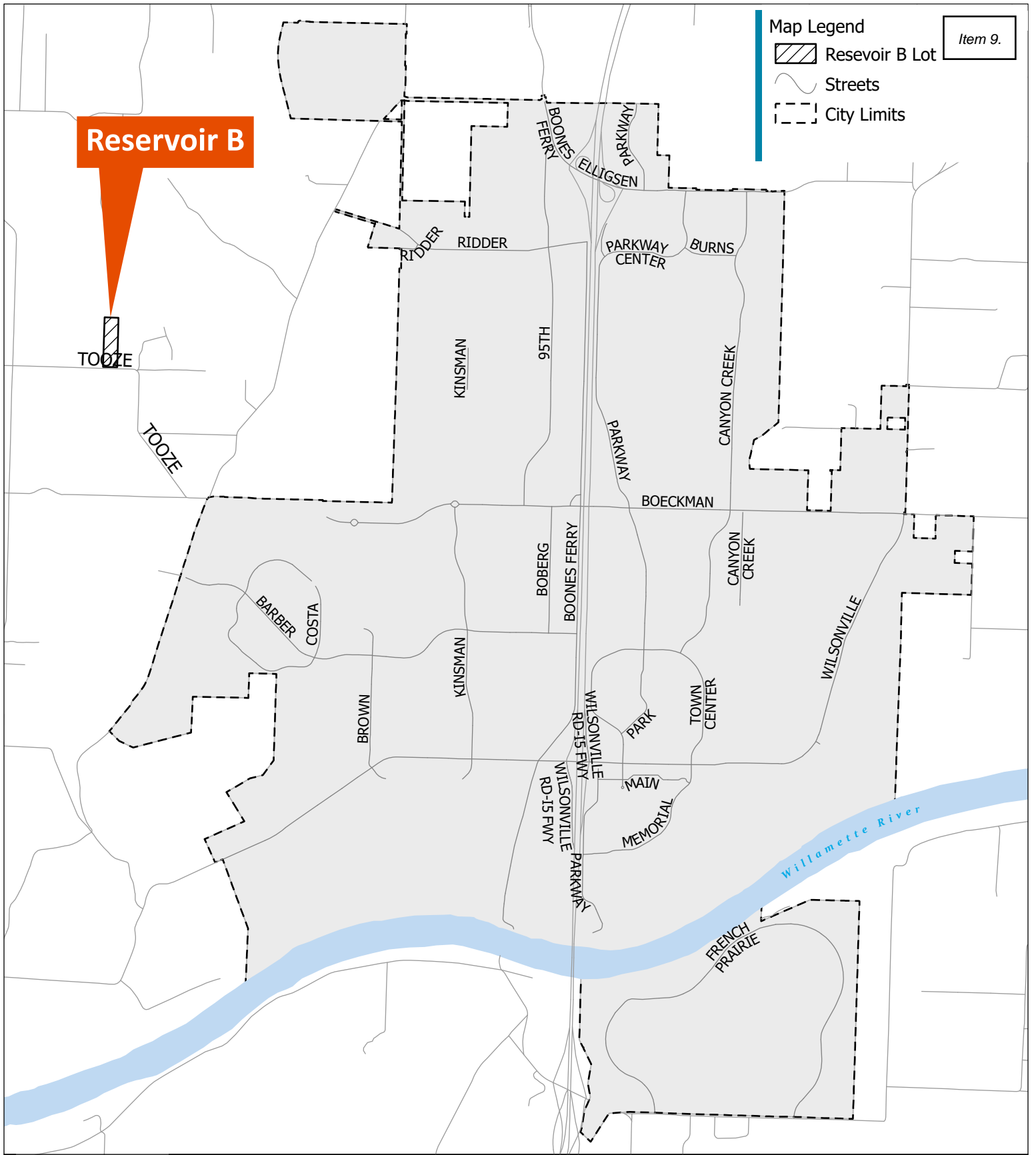
The Project analyzed alternative tank dimensions and materials for constructability and long-term reliability. Each alternative was assessed on the basis of cost, design life, seismic resiliency, ease of planned future expansion, reliability, and a number of other considerations, resulting in a well-planned, high-quality expansion of the City's water storage capacity infrastructure.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Location Map
2. Resolution No. 3149
  - A. West Side Level B Reservoir and Tooze Rd. Transmission Main Construction Contract



# Attachment 1

## West Side Level B Reservoir Project Location Map

**Disclaimer**

This project 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 primary data and information sources to ascertain the usability of the information.



**RESOLUTION NO. 3149**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH TAPANI, INC. FOR THE WEST SIDE LEVEL B RESERVOIR AND TOOZE RD. TRANSMISSION MAIN PROJECT (CAPITAL IMPROVEMENT PROJECT #1149/1150/1151).**

WHEREAS, the City has planned and budgeted for construction services for Capital Improvement Project #1149, known as the West Side Level B Reservoir and Tooze Rd. Transmission Main project (the Project); and

WHEREAS, the City solicited bids from qualified contractors for the Project that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, Tapani, Inc. submitted a bid on May 29, 2024 that was subsequently evaluated and determined to be the lowest responsive bid to complete the Project;

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Tapani, Inc. has provided the lowest responsive bid for construction services.

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a construction contract with Tapani, Inc. for a not-to-exceed amount of \$10,184,337.50, which is substantially similar to **Exhibit A** attached hereto.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17<sup>th</sup> day of June, 2024, 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 Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. West Side Level B Reservoir and Tooze Rd. Transmission Main Construction Contract

## CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the West Side Level B Reservoir and Tooze Rd. Transmission Main Project (“Project”) is made and entered into on this \_\_\_\_ day of June 2024 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and Tapani, Inc., a Washington corporation (hereinafter referred to as “Contractor”).

### RECITALS

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

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

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

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

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

### AGREEMENT

#### **Section 1. Contract Documents**

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Invitation to Bid: Specifications and Contract Documents for West Side Level B Reservoir and Tooze Rd. Transmission Main Project dated May 29, 2024, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; 2017 City of Wilsonville Public Works Standards; City of Wilsonville Special Provisions; Project Specific Special Provisions; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

## Section 2. Scope of Work

Contractor will perform the installation of a new 3-million-gallon concrete water storage reservoir, and other improvement services, as more particularly described herein and in the other Contract Documents for the Project (the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Contract Documents.

## Section 3. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than September 30, 2025, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. All Work must be at Substantial Completion by no later than August 30, 2025, and at Final Completion by September 30, 2025. See **Section 24.** for the definitions of Substantial Completion and Final Completion. See **Section 24.1** for the definition of Final Completion.

## Section 4. Contractor’s Work

4.1. 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.

4.2. 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.

4.3. 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 5. Contract Sum, Retainage, and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor the not-to-exceed amount of Ten Million One Hundred Eighty-Four Three Hundred Thirty-Seven DOLLARS and 50/100 (\$10,184,337.50), based on the unit pricing described in the Contract Documents, 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 more particularly described in the Contract Documents.

5.2. During the course of Contractor's performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the scope of 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 25**.

5.3. 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 24**.

5.4. 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.

5.5. 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 Oregon Corporate Activity Tax (CAT).

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

## **Section 6. 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 Oregon Bureau of Labor and Industries (BOLI), entitled "Prevailing Wage Rates for Public Works Contracts," effective January 5, 2024, 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. If applicable, 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). If applicable, 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 7. 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 8. 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 9. City's Rights and Responsibilities**

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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.

9.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2023-24. 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 22**.

### **Section 10. City's Project Manager**

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

### **Section 11. Contractor's Project Manager**

Contractor's Project Manager is Lance Tapani. 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 12. 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 13. 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 14. Subcontractors and Assignments**

14.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 15.3**, 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. The City hereby agrees that Contractor will contract with **DN Tanks, Inc.**, to provide its concrete pre-stressing services, which is a critical part of this Contract. 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.

14.2. 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 15. 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:

15.1. 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.

15.2. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 5** 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.

15.3. 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.

15.4. 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 15** and meet the same insurance requirements of Contractor under this Contract.

15.5. 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.

15.6. 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 to 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.

15.7. 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.

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

15.9. 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.

15.10. 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.

15.11. 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.

15.12. 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.

15.13. 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).

15.14. 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.

15.15. 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.

15.16. 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.

15.17. 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:

15.17.1. 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

15.17.2. 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

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

15.18. 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.

15.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 15.17.1, 15.17.2, and 15.17.3 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.

15.20. 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.

15.21. 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.

15.22. 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.

15.23. 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.

15.24. 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.

15.25. 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.

15.26. 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.

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

15.28. Contractor must maintain and provide proof of a statutory public works bond throughout the term of this Contract.

## Section 16. Subcontractor Requirements

16.1. 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:

16.1.1. 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

16.1.2. 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 16.1.1** 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).

16.2. 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 16.1.1 and 16.1.2** 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.

16.3. 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.



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

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

**Section 17. Environmental Laws**

17.1. 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, which 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.

17.2. 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.

17.3. 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.

17.4. 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.

## **Section 18. Indemnity**

18.1. 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 18.2**. 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.

18.2. 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 19. Insurance**

19.1. 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:

19.1.1. 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.

19.1.2. 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**.

19.1.3. 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.

19.1.4. 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.

19.1.5. 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.

19.1.6. 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.

19.1.7. 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.

19.2. 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 20. Bonding Requirements**

20.1. 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.

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

20.3. Landscaping Bond. Contractor shall also maintain a two (2) year Landscape Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, for maintenance and replacement of all landscaping material in accordance with **Public Works Standards Section 201.10.03**. The landscape maintenance bond shall be for 10% of the amount required to maintain and replace the landscaping installed with the Project. At the one-year time frame in the maintenance period, the City shall perform an inspection of the landscaping and provide Contractor with a landscape replacement list. Contractor shall have 30 days to replace landscaping, as directed, and warranty all new landscaping for an additional two (2) year maintenance period.

20.4. 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).

20.5. 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 21. Warranty

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

21.2. 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.

21.3. Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of substantial completion, as defined in ORS 12.135(4)(b), 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 22. Early Termination; Default**

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

22.1.1. By mutual written consent of the parties.

22.1.2. 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

22.1.3. 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.

22.2. 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, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

22.3. 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.

22.4. 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 28**, for which Contractor has received payment or the City has made payment.

## Section 23. 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 24. Substantial Completion, Final Completion, and Liquidated Damages

24.1. 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 water storage reservoir and transmission line are fully functional therefore, may be utilized and ready to use with only minor punch list items remaining that do not significantly impact public use. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within thirty (30) 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 August 30, 2025, 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 24.3. and 24.4.** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

24.2. 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.

24.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of Five Hundred Fifty Dollars (\$550.00) for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

24.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of September 30, 2025, or any written extension thereof granted by the City, Contractor shall pay the City One Thousand One Hundred Dollars (\$1,100.00) 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.

24.5. 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.

24.6. 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 25. 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 5** 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 26. 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 27. 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 28. As-Builts/Property of the City**

Contractor must provide redlined as-builts prior to Final Acceptance. As-builts should be provided in electronic format. All documents, reports, and research gathered or prepared by Contractor under this Contract, including but not limited to spreadsheets, charts, graphs, drawings, tracings, maps, surveying records, mylars, modeling, data generation, papers, diaries, inspection reports, photographs, and any originals or certified copies of the original work forms, if any, 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.

**Section 29. 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: Mike Nacrelli, Senior Civil Engineer  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Contractor: Tapani, Inc.  
Attn: Lance Tapani  
1705 SE 9th Ave.  
Battle Ground, WA 98604

**Section 30. Miscellaneous Provisions**

30.1. 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.

30.2. 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.

30.3. 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.

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

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

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

30.7. 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.

30.8. 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.

30.9. 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.

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

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

30.12. 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.

30.13. 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.

30.14. 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.

30.15. 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.”

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

30.17. 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.

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

30.19. 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.

30.20. 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.

30.21. 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:**

TAPANI, INC.

CITY OF WILSONVILLE

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

EIN/Tax I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephanie Davidson, Assistant City Attorney  
City of Wilsonville, Oregon

#242530  
k:\dir\water reservoir\west side level b\constr\doc\ck west side level b resevoir & tooze rd trans main-bid (awarded).docx



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> June 17, 2024		<b>Subject: Resolution No. 3153</b> Authorizing the City Manager to Execute a First Amendment to the Professional Services Agreement with Century West Engineering, for Construction Support and Inspection Services during construction of the 2024 Street Maintenance Project (Capital Improvement Project 4014, 4118, 4725)  <b>Staff Member:</b> Andrew Barrett, PE, Capital Projects Manager and Jason Rice, PE, Consulting Project Manager  <b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> 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  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

A City of Wilsonville Resolution approving a first amendment to the Professional Services Agreement (Amendment) with Century West Engineering in the amount of \$143,714.00 for construction support and inspection services during the construction of the 2024 Street Maintenance project (Capital Improvement Projects 4014, 4118, 4725).

**EXECUTIVE SUMMARY:**

The 2024 Street Maintenance project will rehabilitate three sections of roadway, including Bailey Street east of Boones Ferry Road, Boones Ferry Road between Wilsonville Road and Bailey Street, and Boberg Road between Boeckman Road and Barber Street. Contained within this work are upgrading of a mid-block pedestrian crossing, upgrading 15 pedestrian ramps and 10 pedestrian signal push buttons to meet accessibility standards, repair of roadway base material, repaving of roadway surfaces, and new striping. A map of the work zones is provided as **Attachment 1**.

To accomplish the work described above, Staff set out to obtain a qualified consultant to create the necessary plans and bid documents and on November 6, 2023, Council supported staff's recommendation to enter into a Professional Services Agreement with Century West Engineering (Resolution 3092). Since this time, the project design was completed, advertised for bids and a construction contract awarded by Council on June 3, 2024, to Knife River Corporation – Northwest (Resolution 3148).

While Knife River Corporation – Northwest is capable of performing the work, it is in the best interest of the City to inspect the work for compliance with the contract documents and City public works standards. This ensures that the work performed is of high quality, long lasting, and an efficient use of the community's investment in public infrastructure maintenance. To accomplish the task of inspections, staff worked with Century West to develop the attached Scope (**Exhibit A**) to amend their existing contract. Embedded within this new scope are the following main tasks that will be performed on a time and expenses basis, not to exceed the total amount.

- Augment staff inspections by providing full-time observation at night while roadways are being paved
- Augment staff inspections by providing as-needed observations during the day when requested
- Assist staff in engineering related issues that may arise as a result of the construction
- Provide the City As-builts (post construction) for records purposes

**EXPECTED RESULTS:**

Rehabilitate or reconstruct the driving surface on approximately 0.85 miles of city roadways and upgrade sidewalk curb ramps and signal push buttons improving pedestrian accessibility on Bailey Street, Boones Ferry Road, and Boberg Road.

**TIMELINE:**

Construction is expected to begin June 17, 2024, with a substantial completion date scheduled for August 30, 2024.

**CURRENT YEAR BUDGET IMPACTS:**

The budget for Fiscal Year 2023-2024 (FY 23-24) includes funding for street maintenance, signal improvements and crosswalk flasher replacement, as summarized below.

CIP No.	Project Name	Funding Source	Adopted FY 23/24 Budget	Contract Amendment Amount
4014	2024 Street Maintenance	Road Maintenance Fee	\$2,950,000	\$109,222.59
4118	Signal Improvements	Road Operating	\$234,000	\$24,431.38
4725	Crosswalk Replacement	Flasher Road Operating	\$204,300	\$10,059.98
Total			\$ 3,388,300	\$143,714.00

Approximately \$700,000 remains available within FY 23-24 budget for the 2024 Street Maintenance project. An additional \$2,869,945 is proposed for street maintenance design, construction, contract administration, and overhead in the FY 24-25 proposed budget. The proposed scope of work contained within this resolution, \$143,714, is within the total anticipated budget amount.

**COMMUNITY INVOLVEMENT PROCESS:**

This project is contained within the City’s 5-Year Capital Improvement Plan (CIP), the FY 23-24 Adopted Budget and the Proposed FY 24-25 Budget and as such, has been through both Budget Committee and Council Actions; processes that contain opportunity for public conversation.

Staff has been coordinating with the surrounding property owners during Project design work regarding anticipated impacts during construction. Mailers were sent on May 22, 2024, notifying residents and businesses near the work areas of the upcoming construction, including staff contact information for any questions, concerns, or coordination needs. These community members will again receive a mailer once the exact dates for construction are determined. In addition, a project website is being created to communicate project related impacts and updated.

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

This years’ Street Maintenance project will improve safety for pedestrians, cyclists and vehicular traffic along the areas depicted in **Attachment 1**. The project will also improve the City’s overall pavement condition index and extend the roadway serviceable life by replacing the surfaces of badly worn roadways. Buffered bike lanes will be added to Boberg Road as part of restriping the new roadway surfaces, enhancing the Wilsonville bike network.

Street maintenance work on Boones Ferry Road will occur during evening hours to minimize impacts to nearby businesses and the travelling public.

**ALTERNATIVES:**

The work proposed under this amendment could be added to existing staff’s workload; however, due to the amount of time required to inspect this project, specifically the work occurring at night, inspection staff would not be able to accomplish their current duties.

**CITY MANAGER COMMENT:**

N/A

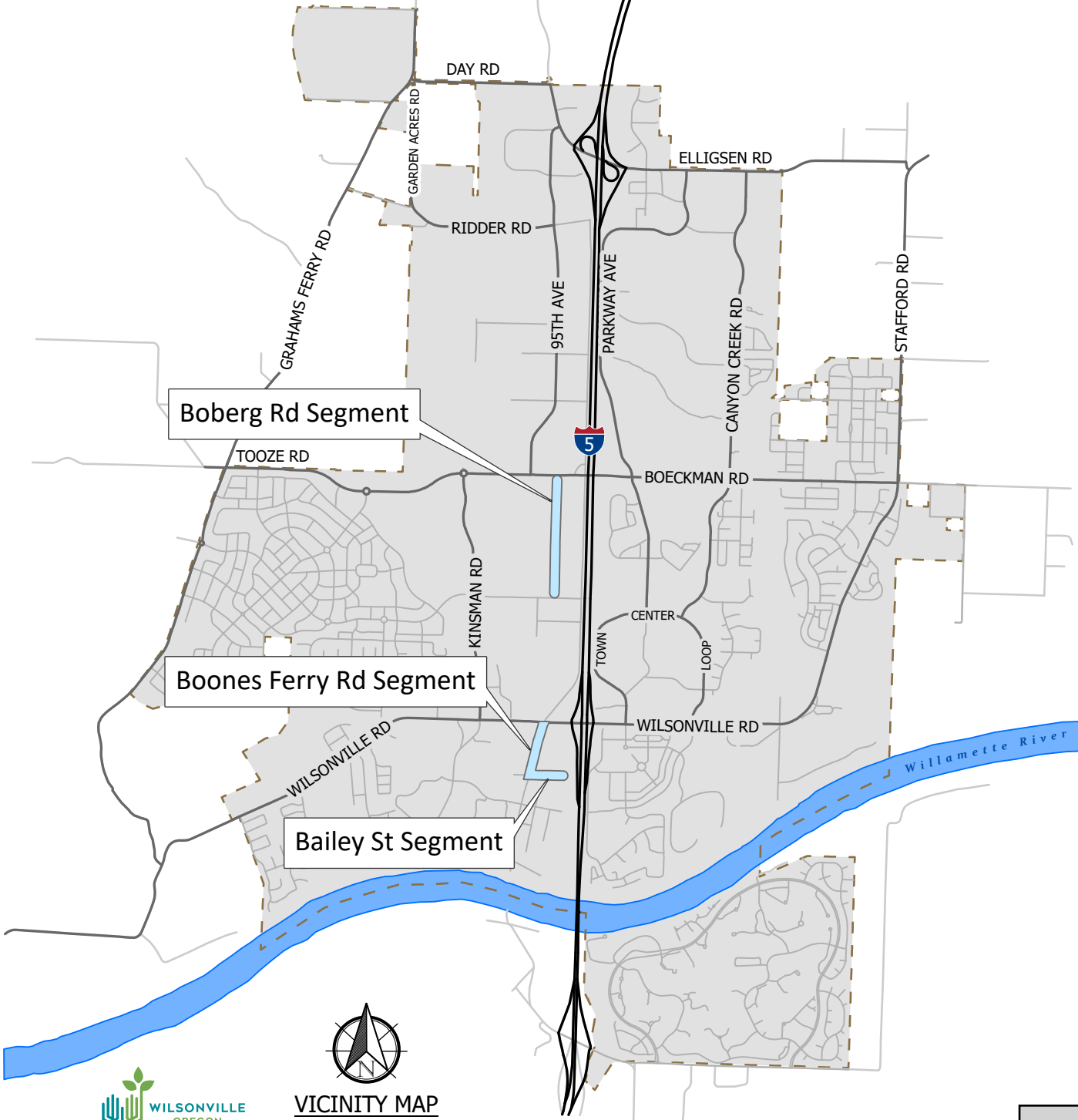
**ATTACHMENTS:**

1. Project Location Map
2. Resolution No. 3153
  - A. First Amendment to the 2024 Street Maintenance Project Professional Services Agreement



Attachment 1  
2024 Street Maintenance Project  
CIP# 4014

Item 10.



to Salem

**RESOLUTION NO. 3153**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT AMENDMENT WITH CENTURY WEST ENGINEERING FOR ENGINEERING SERVICES DURING CONSTRUCTION OF THE 2024 STREET MAINTENANCE PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 4014, 4118, 4725).**

WHEREAS, the City has planned, designed, and budgeted the construction for Capital Improvement Project No. 4014, 4118, 4725, known as the 2024 Street Maintenance Project (the Project); and,

WHEREAS, Century West Engineering was selected as the most qualified consultant to provide design services for the project (Resolution No. 3092), and has performed these services to the satisfaction of the City; and

WHEREAS, the City desires to amend the Professional Services Agreement with Century West Engineering to add Engineering and Inspection Services through the construction of the Project.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Century West Engineering has submitted a responsive and responsible proposal for Engineering and Inspection Services.

Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement Contract Amendment with Century West Engineering for a stated value of \$143,714, which is substantially similar to **Exhibit A** attached hereto.

Section 3. In order to allow future minor contract amendments, if needed, to occur without having to come back to City Council, the authorized Professional Services Agreement contract total is hereby adjusted up to \$396,368.90, allowing for continued Contracting Agency approval of contract amendments that exceed this adjusted amount by fifteen percent (15%) in accordance with City Code requirements.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17<sup>th</sup> day of June 2024 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 Linville
- Councilor Berry
- Councilor Dunwell

EXHIBIT:

- A. First Amendment to the 2024 Street Maintenance Project Professional Services Agreement

**CITY OF WILSONVILLE  
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

**2024 Street Maintenance**

This First Amendment to Professional Services Agreement (“First Amendment”) is effective the \_\_\_\_ day of June 2024 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Century West Engineering Corporation**, an Oregon corporation (“Consultant”), upon the terms and conditions set forth below.

**RECITALS**

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Consultant on November 13, 2023, relating to the 2024 Street Maintenance Project (“Project”); and

WHEREAS, the City requires additional services which Consultant is capable of providing, under terms and conditions hereinafter described (“Additional Services”); and

WHEREAS, the City and Consultant anticipate that additional time is needed to complete the Services stated in the Agreement and the Additional Services described in this First Amendment; and

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

WHEREAS, Consultant is prepared to provide such Additional Services as the City does hereinafter require;

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

**AGREEMENT**

The Agreement is amended as follows:

**Section 1. Additional Services to be Provided**

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

**Section 2. Time for Completion of Additional Services**

The Additional Services provided by Consultant pursuant to this First Amendment shall be completed by no later than December 31, 2024.

**Section 3. Compensation**

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS (\$143,714), for

performance of the Additional Services (“Additional Compensation Amount”) which, when totaled with the Compensation Amount, equals a total not-to-exceed amount of THREE HUNDRED NINETY-SIX THOUSAND THREE HUNDRED SIXTY-EIGHT DOLLARS AND NINETY CENTS (\$396,368.90) for the performance of the Services and Additional Services (“Total Compensation Amount”). Consultant’s estimate of time and materials is attached hereto as **Exhibit B**, and incorporated herein by reference.

**Section 4. All Other Terms**

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

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

**CONSULTANT:**

**CITY:**

CENTURY WEST ENGINEERING CORP.

CITY OF WILSONVILLE

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

EIN/Tax I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

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

## SCOPE OF WORK

**Task 6 – Construction Period Services**

Provide construction administration, resident observation, and post-construction services. The Consultant will provide a Construction Manager (CM) and Resident Observer (RO) full-time for the project's night work and part-time for the project's day work. Geotechnical support and inspection will be provided for the project's night and day work. It is assumed that the project construction period occurs during a three (3) month/twelve (12) week active construction period.

**6.1 Construction Support & Inspection**

- a. **Contract Administration:** Provide for and perform project administration and management activities. These activities include the following:
  - i. Manage the project scope, schedule, and budget.
  - ii. Coordinate during the project with City staff.
  - iii. Coordination of sub-consultant staff
  - iv. Billing with task breakdown and project summary reports highlighting work progress, upcoming project activities, unresolved issues, and current budget status will be submitted to the City monthly.
- b. **Pre-construction Conference:** The City of Wilsonville will arrange, organize, prepare for, and conduct a preconstruction conference. The City will prepare an agenda and arrange attendance by City staff, the construction contractor, affected utility staff, and other parties interested in the project's construction. CWE's CM will attend the meeting in person. The city will prepare and distribute meeting minutes.
  - i. Obtain and review the project construction schedules from the contractor before the pre-construction conference.
  - ii. The City will provide "As-Bid" documents to the construction contractor in electronic PDF.
- c. **Construction Progress Meetings:** Construction progress meetings with the construction contractor, CWE's CM, RO, and City staff will be important to facilitate communication during the project. Weekly construction meetings will be held throughout the active construction phase. CWE's CM and RO will attend all weekly meetings over the anticipated 12-week active construction period. The City is assumed to facilitate these meetings. Tasks to be accomplished include assisting with resolving project difficulties, reviewing the progress of the work, and confirming that the work is proceeding in accordance with the contract documents.
- d. **Agency and Utility Consultations:** To be provided by City staff.
- e. **Respond to RFIs:** CWE CM or RO will respond promptly to Requests for Information (RFIs). Up to four (4) RFIs are expected to be issued on the project.
- f. **Proposal Requests & Change Orders:** Manage and respond to proposal requests (PRs) promptly and prepare necessary Change Orders (COs), including a cost estimate, cost/price analysis, description of work, and schedule impacts. Up to two (2) PRs and two (2) COs are anticipated to be processed during the project.
- g. **Submittal Review:** CWE CM or RO will respond promptly to submittals. CWE will prepare a tracking spreadsheet of all required submittals and provide it to the construction contractor at the pre-construction meeting. It is anticipated that sixteen (16) submittals will be reviewed, including material/product submittals, Traffic Control Plans (TCPs), and Temporary Pedestrian Accessible Route Plans (TPARP).

- h. **Clarifications and Interpretations:** CWE CM will provide clarification and interpretation of the contract documents to the construction contractor, City staff, and RO.
- i. **Pay Request Review** - CM and RO shall review the contractor's applications for payment and make recommendations for payment to the City. It is assumed that up to three (3) pay requests will be received and reviewed, including the final payment request. Pay requests shall be prepared using the City's standard forms.
- j. **Construction Inspection** - CWE's RO will provide part-time, as-needed, on-site construction inspection for daytime work during the construction period (assumed to be 10 hours/week over 8 weeks). CWE's RO will provide full-time, on-site construction inspection for nighttime work during the construction period (assumed to be 40 hours/week over 4 weeks). The RO will perform the following:
  - i. Prepare daily construction inspection reports and submit them to the City with project closeout documents unless requested earlier. Supplement the inspection reports with electronic photos taken as frequently along the project route as needed to document key features, construction progress, techniques, equipment used, and information that supports markings on record drawings. These reports will document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided to the construction contractor, weather conditions, equipment use, labor requirements, safety problems, and required changes. CWE standard daily inspection reporting forms will be used.
  - ii. Attend weekly progress meetings
  - iii. Observe quality control activities
  - iv. Assist with quantity verification
  - v. Review daily acceptance testing
  - vi. Report non-compliance issues to the CM and City
  - vii. Observe and check surveying conducted by the construction contractor
  - viii. Monitor compliance with the TCP and TPARP
- k. **Geotechnical Services and Inspection:** The geotechnical subconsultant will provide construction observation during pavement activities. Construction observation services will be conducted by a member of the geotechnical staff and directly supervised by a professional engineer (PE) licensed in the State of Oregon. The specific scope of services will include the following:
  - i. Provide geotechnical engineering support for the project during the pre-construction phases, including reviewing design submittals for conformance to pavement design recommendations.
  - ii. Attend kick-off pre-construction meetings with the city of Wilsonville and the construction team.
  - iii. Complete full-time site visits to observe and evaluate subgrade and aggregate base preparation for pavement surfaces where necessary along repair sections of Bailey by probing and/or observing proof roll-over prepared subgrades and performing in-place density testing of compacted aggregate base.
  - iv. Complete full-time site visits to observe pavement cement amended subgrade for Boberg.
  - v. Perform in-place density tests to evaluate the relative compaction of asphalt concrete pavement for Boberg, Bailey, and Boones Ferry.
  - vi. Complete laboratory moisture-density relationship (proctor) tests on material proposed for use as an aggregate base as needed.
  - vii. Prepare field reports summarizing our observations after the completion of each site visit.

- viii. Provide project management during earthwork observation, including review of field reports, consultation, responding to requests for information (RFIs), periodic site visits, construction meeting attendance, and client communication.
- ix. Prepare a final summary letter for construction monitoring activities.
- l. **Final Review and Inspection:** Prepare for and conduct a preliminary review and inspection of the project. Prepare a "punch list" of work items remaining to achieve final completion of the project and prepare for City acceptance. The City, CWE CM, and the RO will conduct a final inspection walk-through to confirm completed items. Advise the City and the contractor of the dates for any warranty periods as established in the contract documents.
  - i. **ADA Curb Ramp & Push Button Inspection Forms:** CWE RO will perform the final ADA curb ramp and push button inspections on the City's or ODOT standard form.
- m. **Claims Support:** Notify the City of any potential or actual claims or protests by the construction contractor. Coordinate with City staff and legal counsel as necessary regarding these matters. Provide additional services as requested to evaluate an unreasonable claim or an excessive number of claims submitted by the contractor or others in connection with the project or to assist the City in any legal matters associated with the above.
- n. **Certifications:** Provide certifications that all work was performed in accordance with the approved plans and specifications as modified during construction. Obtain from the contractor all required final certifications and other documentation as required in the contract documents.

## 6.2 Record (As-built) Drawings

- a. Prepare and submit to the City record drawings upon completion of construction based on the contractor's and RO's construction records.





**RESOLUTION NO. 3154****A RESOLUTION ADOPTING THE CANVASS OF VOTES OF THE MAY 21, 2024 PRIMARY ELECTION.**

WHEREAS, at the Primary Election held on May 21, 2024, the electorate of the City of Wilsonville cast ballots for three measures, Ballot Measure 3-605 City of Wilsonville Advisory Vote on Forming a Town Center Urban Renewal District, Ballot Measure 3-608 City of Wilsonville Amends Charter Term Limits to Clarify Calculating Years of Service, and Ballot Measure 3-609 City of Wilsonville Amends Charter to Modify Council Term Limits in Certain Circumstances; and

WHEREAS, Ballot Measure 3-605 asked the following question “Shall an urban renewal district be formed to fund infrastructure and facilitate new development in Town Center?”; and

WHEREAS, Ballot Measure 3-608 asked the following question “Should the Charter be amended to exempt days of an appointment to Council from calculation when less than 365.25 days?”; and

WHEREAS, Ballot Measure 3-609 asked the following question “Should the Charter be amended to allow a two-term City Councilor the opportunity to serve two consecutive terms as Mayor?”; and

WHEREAS, the Primary Election of the registered voters of Clackamas and Washington Counties was conducted by mail; and

WHEREAS, the County Clerks of Clackamas and Washington Counties, respectively, are by statute, in charge of conducting all elections, and both counties have filed an abstract of the tally of votes cast at the election, which tally for Clackamas County and Washington County was duly received by the City Recorder on June 17, 2024, copies of which are attached hereto and incorporated by reference.

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

1. That the City Council of the City of Wilsonville does hereby adopt the votes of the May 21, 2024, Primary Election as follows:

**FOR BALLOT MEASURE 3-605 CITY OF WILSONVILLE ADVISORY VOTE ON FORMING A TOWN  
CENTER URBAN RENEWAL DISTRICT**

<b>Clackamas County:</b>	<b>Precinct</b>	<b>Precinct</b>	<b>Precinct</b>	<b>Precinct</b>	<b>Totals</b>
	<b>201</b>	<b>202</b>	<b>203</b>	<b>204</b>	
<b>Yes</b>	<b>981</b>	<b>920</b>	<b>694</b>	<b>445</b>	<b>3,040</b>
<b>No</b>	<b>763</b>	<b>1,006</b>	<b>683</b>	<b>662</b>	<b>3,114</b>
Cast Votes	1,744	1,926	1,377	1,107	6,154
Under Votes	86	92	116	50	344
Over Votes	0	0	0	0	0
<b>Totals</b>	<b>1,830</b>	<b>2,018</b>	<b>1,493</b>	<b>1,157</b>	<b>6,498</b>

<b>Washington County:</b>	<b>Precinct 432</b>	<b>Totals</b>
<b>Yes</b>	44	44
<b>No</b>	24	24
Cast Votes	74	74
Undervotes	6	6
Overvotes	0	0

**TOTAL VOTES CAST IN BOTH COUNTIES**

<b>Clackamas &amp; Washington Counties:</b>	<b>Totals</b>
<b>Yes</b>	3,084
<b>No</b>	3,138
Cast Votes	6,228
Undervotes	350
Overvotes	0

**FOR BALLOT MEASURE 3-608 CITY OF WILSONVILLE AMENDS CHARTER TERM LIMITS TO CLARIFY CALCULATING YEARS OF SERVICE**

<b>Clackamas County:</b>	<b>Precinct</b>	<b>Precinct</b>	<b>Precinct</b>	<b>Precinct</b>	<b>Totals</b>
	<b>201</b>	<b>202</b>	<b>203</b>	<b>204</b>	
<b>Yes</b>	<b>848</b>	<b>790</b>	<b>672</b>	<b>436</b>	<b>2,746</b>
<b>No</b>	<b>807</b>	<b>1,044</b>	<b>607</b>	<b>622</b>	<b>3,080</b>
Cast Votes	1,655	1,834	1,279	1,058	5,826
UNDER VOTES	175	184	213	99	671
OVER VOTES	0	0	1	0	1
Totals	1,830	2,018	1,493	1,157	6,498

<b>Washington County:</b>	<b>Precinct 432</b>	<b>Totals</b>
<b>Yes</b>	<b>25</b>	<b>25</b>
<b>No</b>	<b>38</b>	<b>38</b>
Cast Votes	74	74
Undervotes	11	11
Overvotes	0	0

**TOTAL VOTES CAST IN BOTH COUNTIES**

<b>Clackamas &amp; Washington Counties:</b>	<b>Totals</b>
<b>Yes</b>	<b>2,771</b>
<b>No</b>	<b>3,118</b>
Cast Votes	5,900
Undervotes	682
Overvotes	1

**FOR BALLOT MEASURE 3-609 CITY OF WILSONVILLE AMENDS CHARTER TO MODIFY COUNCIL TERM LIMITS IN CERTAIN CIRCUMSTANCES**

<b>Clackamas County:</b>	<b>Precinct</b>	<b>Precinct</b>	<b>Precinct</b>	<b>Precinct</b>	<b>Totals</b>
	<b>201</b>	<b>202</b>	<b>203</b>	<b>204</b>	
<b>Yes</b>	<b>795</b>	<b>708</b>	<b>677</b>	<b>393</b>	<b>2,573</b>
<b>No</b>	<b>901</b>	<b>1,175</b>	<b>663</b>	<b>682</b>	<b>3,421</b>
Cast Votes	1,696	1,883	1,340	1,075	5,994
Under Votes	134	134	153	82	503
Over Votes	0	1	0	0	1
<b>Totals</b>	<b>1,830</b>	<b>2,018</b>	<b>1,493</b>	<b>1,157</b>	<b>6,498</b>

<b>Washington County:</b>	<b>Precinct 432</b>	<b>Totals</b>
<b>Yes</b>	<b>22</b>	<b>22</b>
<b>No</b>	<b>41</b>	<b>41</b>
Cast Votes	74	74
Undervotes	11	11
Overvotes	0	0

**Total Votes Cast in Both Counties**

<b>Clackamas &amp; Washington Counties:</b>	<b>Totals</b>
<b>Yes</b>	<b>2,595</b>
<b>No</b>	<b>3,462</b>
Cast Votes	6,068
Undervotes	514
Overvotes	1

2. Based upon the adopted canvass of votes, the City Council affirms that:
  - a. That Ballot Measure 3-605 City of Wilsonville Advisory Vote on Forming a Town Center Urban Renewal District failed.
  - b. That Ballot Measure 3-608 City of Wilsonville Amends Charter Term Limits to Clarify Calculating Years of Service failed.
  - c. That Ballot Measure 3-609 City of Wilsonville Amends Charter to Modify Council Term Limits in Certain Circumstances failed.
3. The City Recorder shall file the Certificates of Election in accordance with the above.
4. This Resolution shall be effective upon its adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting this 17<sup>th</sup> day of June, 2024, 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 Linville

Councilor Berry

Councilor Dunwell

ATTACHMENTS:

1. Certificate of Election
  - A. Abstract of Vote – Clackamas and Washington Counties

**City of Wilsonville  
Certificate of the May 21, 2024  
Primary Election Results**

**State of Oregon**            )  
  )  
**Counties of Clackamas**    )  
**And Washington**            )  
  )  
**City of Wilsonville**        )

I, Kimberly Veliz, do hereby certify that I am the City Recorder and the Election Official for the City of Wilsonville, Clackamas and Washington Counties, Oregon, and I state:

1. A Primary Election was held May 21, 2024 for the electorate of the City of Wilsonville to cast ballots for three measures, Ballot Measure 3-605 City of Wilsonville Advisory Vote on Forming a Town Center Urban Renewal District, Ballot Measure 3-608 City of Wilsonville Amends Charter Term Limits to Clarify Calculating Years of Service, and Ballot Measure 3-609 City of Wilsonville Amends Charter to Modify Council Term Limits in Certain Circumstances.
2. The May 21, 2024 General Election was conducted by mail by the Clackamas and Washington County Elections Division.
3. The County Clerks of Clackamas and Washington Counties, who by statute, are in charge of conducting all elections, have tallied the votes cast for this election and delivered to the City a final copy of the Abstract of Votes, a copy of which is attached as Exhibit A, and incorporated herein.



Attachment 1

I hereby certify the results of the May 21, 2024 Primary Election voted upon by the qualified voters of the City of Wilsonville as follows:

- a. That Ballot Measure 3-605 City of Wilsonville Advisory Vote on Forming a Town Center Urban Renewal District failed.
- b. That Ballot Measure 3-608 City of Wilsonville Amends Charter Term Limits to Clarify Calculating Years of Service failed.
- c. That Ballot Measure 3-609 City of Wilsonville Amends Charter to Modify Council Term Limits in Certain Circumstances failed.

Dated this 17<sup>th</sup> day of June 2024.

---

Kimberly Veliz, City Recorder

3-605

Official Ballots

Run Time 12:38 PM  
Run Date 06/14/2024

Clackamas County

May 21, 2024 Primary Election

5/21/2024

Page 1

Official R

Item 11.

Registered Voters  
6498 of 312859 = 2.08%

Precincts Reporting  
118 of 118 = 100.00%

City of Wilsonville Measure 3-605 - Nonpartisan - Referred to the People by the City Council

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Miscellaneous Write-in	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
201	981	763	1,744	86	0	0	1,830	1,830	4,932	37.10%
202	920	1,006	1,926	92	0	0	2,018	2,018	6,072	33.23%
203	694	683	1,377	116	0	0	1,493	1,493	2,469	60.47%
204	445	662	1,107	50	0	0	1,157	1,157	3,194	36.22%
<b>Totals</b>	<b>3,040</b>	<b>3,114</b>	<b>6,154</b>	<b>344</b>	<b>0</b>	<b>0</b>	<b>6,498</b>	<b>6,498</b>	<b>16,667</b>	<b>38.99%</b>



CERTIFIED COPY OF THE ORIGINAL  
CATHERINE MCMULLEN, COUNTY CLERK

BY:

3-608

Clackamas County

Official R

Item 11.

Official Ballots

May 21, 2024 Primary Election

Registered Voters  
6498 of 312859 = 2.08%

Run Time 12:39 PM  
Run Date 06/14/2024

5/21/2024  
Page 1

Precincts Reporting  
118 of 118 = 100.00%

City of Wilsonville Measure 3-608 - Nonpartisan - Referred to the People by the City Council

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Miscellaneous Write-In	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
201	848	807	1,655	175	0	0	1,830	1,830	4,932	37.10%
202	790	1,044	1,834	184	0	0	2,018	2,018	6,072	33.23%
203	672	607	1,279	213	1	0	1,493	1,493	2,469	60.47%
204	436	622	1,058	99	0	0	1,157	1,157	3,194	36.22%
<b>Totals</b>	<b>2,746</b>	<b>3,080</b>	<b>5,826</b>	<b>671</b>	<b>1</b>	<b>0</b>	<b>6,498</b>	<b>6,498</b>	<b>16,667</b>	<b>38.99%</b>



**CERTIFIED COPY OF THE ORIGINAL**  
**GATHERINE MCMULLEN, COUNTY CLERK**

BY: *Gatherine McMullen*

3-609

Official Ballots

Run Time 12:39 PM

Run Date 06/14/2024

Clackamas County

May 21, 2024 Primary Election

5/21/2024

Page 1

Official Re

Item 11.

Registered Voters

6498 of 312859 = 2.08%

Precincts Reporting

118 of 118 = 100.00%

City of Wilsonville Measure 3-609 - Nonpartisan - Referred to the People by the City Council

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Miscellaneous Write-In	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
201	795	901	1,696	134	0	0	1,830	1,830	4,932	37.10%
202	708	1,175	1,883	134	1	0	2,018	2,018	6,072	33.23%
203	677	663	1,340	153	0	0	1,493	1,493	2,469	60.47%
204	393	682	1,075	82	0	0	1,157	1,157	3,194	36.22%
<b>Totals</b>	<b>2,573</b>	<b>3,421</b>	<b>5,994</b>	<b>503</b>	<b>1</b>	<b>0</b>	<b>6,498</b>	<b>6,498</b>	<b>16,667</b>	<b>38.99%</b>



**CERTIFIED COPY OF THE ORIGINAL**  
**CATHERINE MCMULLEN, COUNTY CLERK**

BY: 

Ballots Cast per Contest with Precincts  
Washington County, May 21, 2024 Primary Election  
All Precincts, All Districts, All Counter Groups, All ScanStations, All Contests, All Boxes  
Official Results

Total Ballots Cast: 123401, Registered Voters: 387590, Overall Turnout: 31.84%

**City of Wilsonville Measure 3-605 (Vote for 1)**

Precinct	Ballots Cast	Reg. Voters	Total Votes	Yes	No	Over Votes	Under Votes
Precinct 432	74	371	68	44 64.71%	24 35.29%	0	6
Total	74	371	68	44 64.71%	24 35.29%	0	6

Ballots Cast per Contest with Precincts  
Washington County, May 21, 2024 Primary Election  
All Precincts, All Districts, All Counter Groups, All ScanStations, All Contests, All Boxes  
Official Results

Total Ballots Cast: 123401, Registered Voters: 387590, Overall Turnout: 31.84%

**City of Wilsonville Measure 3-608 (Vote for 1)**

Precinct	Ballots Cast	Reg. Voters	Total Votes	Yes	No	Over Votes	Under Votes
Precinct 432	74	371	63	25 39.68%	38 60.32%	0	11
Total	74	371	63	25 39.68%	38 60.32%	0	11

Ballots Cast per Contest with Precincts  
Washington County, May 21, 2024 Primary Election  
All Precincts, All Districts, All Counter Groups, All ScanStations, All Contests, All Boxes  
Official Results

Total Ballots Cast: 123401, Registered Voters: 387590, Overall Turnout: 31.84%

**City of Wilsonville Measure 3-609 (Vote for 1)**

Precinct	Ballots Cast	Reg. Voters	Total Votes	Yes	No	Over Votes	Under Votes
Precinct 432	74	371	63	22 34.92%	41 65.08%	0	11
Total	74	371	63	22 34.92%	41 65.08%	0	11

Ballots Cast per Contest - Accumulative Summary  
 Washington County, May 21, 2024 Primary Election

All Precincts, All Districts, All Counter Groups, All ScanStations, All Contests, All Boxes

Official Results

Total Ballots Cast: 123401, Registered Voters: 387590, Overall Turnout: 31.84%

Choice	Votes	Vote %	AB	ED	EV
Total	663	100.00%	663	0	0
Overvotes	0				
Undervotes	564				

**City of North Plains Measure 34-327 (Vote for 1)**

**1464 ballots (0 over voted ballots, 0 overvotes, 7 undervotes), 2564 registered voters, turnout 57.10%**

Yes	421	28.89%	421	0	0
No	1036	71.11%	1036	0	0
Total	1457	100.00%	1457	0	0
Overvotes	0				
Undervotes	7				

**City of Portland Measure 26-245 (Vote for 1)**

**346 ballots (0 over voted ballots, 0 overvotes, 10 undervotes), 1044 registered voters, turnout 33.14%**

Yes	249	74.11%	249	0	0
No	87	25.89%	87	0	0
Total	336	100.00%	336	0	0
Overvotes	0				
Undervotes	10				

**City of Tigard Measure 34-333 (Vote for 1)**

**13040 ballots (4 over voted ballots, 4 overvotes, 264 undervotes), 38027 registered voters, turnout 34.29%**

Yes	9995	78.26%	9995	0	0
No	2777	21.74%	2777	0	0
Total	12772	100.00%	12772	0	0
Overvotes	4				
Undervotes	264				

**City of Tigard Measure 34-334 (Vote for 1)**

**13040 ballots (2 over voted ballots, 2 overvotes, 512 undervotes), 38027 registered voters, turnout 34.29%**

Yes	8990	71.77%	8990	0	0
No	3536	28.23%	3536	0	0
Total	12526	100.00%	12526	0	0
Overvotes	2				
Undervotes	512				

**City of Wilsonville Measure 3-605 (Vote for 1)**

**74 ballots (0 over voted ballots, 0 overvotes, 6 undervotes), 371 registered voters, turnout 19.95%**

Yes	44	64.71%	44	0	0
No	24	35.29%	24	0	0
Total	68	100.00%	68	0	0
Overvotes	0				
Undervotes	6				

**City of Wilsonville Measure 3-608 (Vote for 1)**

**74 ballots (0 over voted ballots, 0 overvotes, 11 undervotes), 371 registered voters, turnout 19.95%**

Yes	25	39.68%	25	0	0
No	38	60.32%	38	0	0
Total	63	100.00%	63	0	0
Overvotes	0				
Undervotes	11				

**City of Wilsonville Measure 3-609 (Vote for 1)**

**74 ballots (0 over voted ballots, 0 overvotes, 11 undervotes), 371 registered voters, turnout 19.95%**

Yes	22	34.92%	22	0	0
No	41	65.08%	41	0	0
Total	63	100.00%	63	0	0
Overvotes	0				
Undervotes	11				





**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> June 17, 2024		<b>Subject: Resolution No. 3157</b> A Resolution Of The City Of Wilsonville Authorizing A Three Year Capital Interfund Loan From The Road Operating Fund To The Street Capital Projects Fund  <b>Staff Member:</b> Keith Katko, Finance Director  <b>Department:</b> Finance	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> 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  <b>Comments:</b> Action provides resources to fund Capital Improvement Plan (CIP) #4212 Boeckman Dip Bridge as budgeted for FY 24-25; with payback from collection of Clackamas County vehicle registration fees remitted to the City.	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

Council action is needed to approve an Interfund Loan Agreement between the Road Operating Fund to provide a \$1,250,000 loan to the Roads CIP Fund as part of the funding strategy for the Boeckman Road Corridor Project (BRCP).

**EXECUTIVE SUMMARY:**

This is one of two interfund loans needed for the fiscal year (FY) 2024-2025 funding of the Boeckman Road Corridor Project (BRCB). ORS 294.468 allows one fund to loan money to another fund over multiple years for capital purposes.

This loan will have a three-and-a-half-year term, at a 5% interest rate (tied to US Treasury yield). The proceeds to pay off the loan will come from Clackamas County vehicle registrations fees (VRF) remitted to the City. The City collects approximately \$39,000 a month (\$470,000 a year) in VRFs, which are directly deposited in the City's Roads Capital Improvement Fund. The loan is anticipated to be paid off in FY 2027-2028 but may be paid off early upon sufficient collection of VRFs.

**EXPECTED RESULTS:**

Authorize the interfund loan by the respective resolution, authorizing the Road Operating Fund to provide cash resources of \$1,250,000 to pay for the costs associated with the BRCB. The total amount plus interest will be paid for by county vehicle registration fees collected in the City's Roads Capital Improvement Fund.

**TIMELINE:**

Borrowing will occur in July 2024 and be paid off in full in July 2026.

**CURRENT YEAR BUDGET IMPACTS:**

This loan was included in the adopted FY 2024-2025 City Budget.

**COMMUNITY INVOLVEMENT PROCESS:**

There has been no specific community outreach or involvement pertaining to this borrowing.

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

The borrowing will not directly impact local businesses or neighborhoods; however, the completion of the Boeckman Road Corridor Project (BRCP) will have a significant positive impact on both.

**ALTERNATIVES:**

The City could engage in borrowing from a financial institution. Using this process would take more time and cost the City significantly more money.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3157
  - A. Loan Amortization Schedule

**RESOLUTION NO. 3157****A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING A THREE YEAR CAPITAL INTERFUND LOAN FROM THE ROAD OPERATING FUND TO THE STREET CAPITAL PROJECTS FUND.**

WHEREAS, ORS 294.468 allows one fund to loan money to another fund over multiple years for capital purposes; and

WHEREAS, on December 4, 2023, Resolution No. 3022 authorized the City to execute a Guaranteed Maximum Price Amendment to the progressive design build agreement for the Boeckman Road Corridor Project (BRCB) which included a funding strategy for an interfund loan to be repaid through a City collected proceeds of Clackamas Vehicle Registration Fees; and

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

1. To loan a principal amount of \$1,250,000 from the City of Wilsonville's Road Operating Fund to the Streets Capital Improvement Fund for the purpose of funding for the Boeckman Road Corridor Project (BRCP).
2. The term of the loan shall be for three and a half years, commencing July 1, 2024; with an interest rate of 5.00%, and termination date of December 31, 2027. Payoff will be from the proceeds of the Clackamas County Vehicle Registration Fees, remitted monthly to the City.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17<sup>th</sup> day of June 2024, 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 Linville

Councilor Berry

Councilor Dunwell

EXHIBITS

A. Loan Amortization Schedule

### EXHIBIT A - Loan Amortization Schedule

ROAD Operations Fund #240 Interfund Loan to Roads CIP FUND #345  
 Payback Schedule - from proceeds of County Vehicle License Fees

Loan Amount	\$ 1,250,000	Scheduled payment	\$469,939.53
Annual Interest Rate	5.00%	Number of payments	3
Loan Period in Years	3.5	Total Interest	159,819
Start Date of Loan	07/01/24	End Date of Loan	12/31/27

FYE	Date	Beginning Balance	Total Payment	Principal	Interest	Ending Balance
FYE 25	07/01/24	1,250,000.00	-	-	-	1,250,000.00
FYE 26	12/31/25	1,250,000.00	469,939.53	376,189.53	93,750.00	873,810.47
FYE 27	12/31/26	873,810.47	469,939.53	426,249.01	43,690.52	447,561.46
FYE 28	12/31/27	447,561.46	469,939.53	447,561.46	22,378.07	-



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> June 17, 2024		<b>Subject: Resolution No. 3158</b> Authorizing City Manager to execute the Amended and Restated Intergovernmental Agreement of Regional Water Provider Consortium (2023)	
		<b>Staff Member:</b> Delora Kerber, Public Works Director	
		<b>Department:</b> Public Works	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> 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	
		<b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

City of Wilsonville Resolution No. 3158 approving the Amended and Restated Intergovernmental Agreement of Regional Water Provider Consortium (2023)

**EXECUTIVE SUMMARY:**

The Regional Water Providers Consortium (Consortium or RWPC) provides leadership in the planning, management, stewardship, and resiliency of drinking water in the metropolitan region. The Consortium is comprised of 25 agency members and serves the Clackamas, Multnomah, and Washington Counties. Together, these entities provide most of the metropolitan area's drinking water. The RWPC assist members in addressing and complying with existing and emerging issues with an emphasis on emergency preparedness and resiliency, water conservation, and regional coordination.

The Consortium Intergovernmental Agreement (IGA) was first developed and adopted by individual members in 1996 to endorse the Regional Water Supply Plan and form the Consortium. The IGA was last updated and adopted in 2005. Since then, the organization has grown and evolved requiring a need to update the IGA. The Consortium and its members have conducted a thorough review and update to the Consortium IGA language. At its meeting on October 4, 2023, the Consortium Board unanimously approved the IGA with a recommendation that Consortium members' individual board, council, or commission approve the amended and restated Intergovernmental Agreement of the Regional Water Provider Consortium (2023). Currently, each voting member of the Consortium is a signatory to the IGA. The updated IGA will require all voting and non-voting member (Participant) approval.

Summary of Changes to the Amended and Restated Consortium Intergovernmental Agreement (2023) include:

- New and updated definitions added including types of members: "Associate Member" and "Full Member" and defines "Region"
- Removal of outdated Metro references from when the Consortium was formed
- Update of purposes of Consortium to align with mission statement and Strategic Plan
- Update of Participant language regarding "Associate Members"
- Updated of withdrawal language to encourage timely notification
- Update to dues language (primarily for Associate Members)
- Added obligation to update Regional Water Supply Plan
- Added language regarding the roles and responsibilities of the Executive Committee
- Update to language to reflect current best practices for agreements

**EXPECTED RESULTS:**

Membership in the Regional Water Provider Consortium provides the City with assistance for water system emergency planning, advanced training opportunities for water distribution staff, and meeting the requirements of the City's Water Conservation Plan.

**TIMELINE:**

The Intergovernmental Agreement remains in effect until a Participant withdrawals, the Agreement ends or the Consortium dissolves.

**CURRENT YEAR BUDGET IMPACTS:**

Membership dues of \$18,350 are included in the fiscal year 2023 -2024 budget.

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

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

The City's partnership with other water providers through the RWPC provides effective and efficient support related to water emergency planning, water conservation, and water supply coordination.

**ALTERNATIVES:**

Reject the Intergovernmental Agreement with the Regional Water Provider Consortium.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3158
  - A. Amended and Restated Intergovernmental Agreement of Regional Water Provider Consortium (2023)



**RESOLUTION NO. 3158****A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT OF REGIONAL WATER PROVIDER CONSORTIUM (2023).**

WHEREAS, the City strives to improve the level of preparedness of its staff and resiliency of its facilities; and

WHEREAS, the City of Wilsonville, seeks to ensure the safety and adequacy of its water supply; and

WHEREAS, a requirement of the City's Water Conservation Plan the City must participate in water conservation education and activities; and

WHEREAS, the Regional Water Provider Consortium, and its membership of other water providers, assist each other in the fields of water conservation, emergency preparedness and profession development and training; and

WHEREAS, the Consortium Intergovernmental Agreement (IGA) was last updated and adopted in 2005; and

WHEREAS, the Consortium has grown and evolved requiring an update to the IGA; and

WHEREAS, the Consortium Board and its members have conducted a thorough review and update the Consortium IGA language; and

WHEREAS, the updated IGA requires all voting and non-voting members approval; and

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

Section 1. The City Manager is hereby authorized to execute the Amended and Restated Intergovernmental Agreement of Regional Water Provider Consortium (2023) attached hereto as Exhibit A.

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

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17<sup>th</sup> day of June, 2024, 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 Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

- A. Amended and Restated Intergovernmental Agreement of Regional Water Provider Consortium (2023)

# EXHIBIT A



---

**AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT OF  
REGIONAL WATER PROVIDERS CONSORTIUM  
(2023)**

**TABLE OF CONTENTS**

Recitals	<u>1</u>
Section 1. Definitions	<u>2</u>
Section 2. Purposes	<u>3</u>
Section 3. Strategic Plan	<u>3</u>
Section 4. Cooperation and Participants' Retained Powers	<u>3</u>
Section 5. Consortium Authority	<u>4</u>
Section 6. Participants	<u>5</u>
Section 7. Dues	<u>6</u>
Section 8. Work Plan and Budgeting	<u>7</u>
Section 9. Consortium Board	<u>8</u>
Section 10. Executive Committee	<u>8</u>
Section 11. Consortium Technical Committee	<u>9</u>
Section 12. Dispute Resolution	<u>9</u>
Section 13. Duration and Dissolution	<u>10</u>
Section 14. Legal Liability	<u>10</u>
Section 15. Oregon Law and Forum	<u>10</u>
Section 16. Public Notification	<u>10</u>
Section 17. Agreement Amendment	<u>10</u>
Section 18. Indemnification	<u>11</u>
Section 19. Severability	<u>11</u>
Section 20. No Third-party Beneficiaries	<u>11</u>
Section 21. Merger Clause	<u>11</u>
Section 22. Counterparts	<u>11</u>

## REGIONAL WATER PROVIDERS CONSORTIUM

This Amended and Restated Intergovernmental Agreement of the Regional Water Providers Consortium (2023) is entered into by and among the undersigned municipalities and districts, hereinafter called "Participants," to participate in the Regional Water Providers Consortium for the Portland Metropolitan Region ("the Consortium").

### RECITALS

**WHEREAS**, in 1989 water providers of the Portland metropolitan area began meeting in an informal group called the "Regional Providers Advisory Group" to coordinate water supply planning efforts; and

**WHEREAS**, in 1996 a Regional Water Supply Plan was completed; and

**WHEREAS**, the Regional Water Supply Plan, which contains specific recommendations for cooperation and coordination between the water providers in this region through the formation of the Regional Water Providers Consortium, was adopted by signatory water providers in their *Inter-Governmental Agreement of Regional Water Providers Consortium*; and

**WHEREAS**, as the regional land use agency under state law and regional charter, the Metropolitan Service District ("Metro") adopted the Regional Water Supply Plan as part of the Metro Regional Framework Plan; and

**WHEREAS**, in 1997 the Consortium was formed when 15 Participants entered into an intergovernmental agreement to endorse the Regional Water Supply Plan and coordinate and cooperate in its implementation, and amended that intergovernmental agreement in 2004-05 (*2004-05 IGA*); and

**WHEREAS**, the Participants desire to amend and restate the 2004-05 IGA to make certain updates to the Participants and their obligations, and to streamline certain procedures, while continuing to endorse the Regional Water Supply Plan; and

**WHEREAS**, ORS Chapter 190 authorizes units of local government to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has authority to provide; and

**WHEREAS**, all the Participants of this Agreement are thus authorized to enter into an intergovernmental agreement;

**NOW, THEREFORE**, the Participants agree as follows:

## **Section 1. Definitions**

For purposes of this Agreement, the following terms shall be defined as follows:

"Agreement" – Shall mean this document and any authorized amendments thereto.

"Associate Member" – Shall mean a Participant that does not have an appointed representative to the Board and that pays reduced dues as determined by the Board.

"Board" – Shall mean the Board of Directors established by Section 9 of this Agreement, consisting of one member from the governing body of each Full Member Participant.

"Bylaws" – Shall mean the regulations of the Consortium adopted by the Board pursuant to Section 9.B. of this Agreement.

"Consortium" – Shall collectively mean all Participants to this Agreement acting pursuant to and under the terms of the Agreement.

"Consortium Funds" – Shall mean Consortium funds consisting of all dues, voluntary contributions, grant monies, and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

"Executive Committee" – Shall mean the committee established by Section 10 of this Agreement.

"Full Member" – Shall mean a Participant that has an appointed representative to the Board and Technical Committee and that pays full dues as outlined in Section 7.

"Participant" – Shall mean any signatory to the Agreement.

"Plan" – Shall mean the 1996 "Regional Water Supply Plan" for the Portland Metropolitan Area, and all subsequent amendments thereto.

"Region" – Shall mean the area within which Participants provide services to Retail Customer Accounts.

"Retail Customer Accounts" – Shall mean all retail accounts that are billed by a Participant (including residential single family, residential multifamily, commercial, industrial, and wholesale accounts).

"Technical Committee" – Shall mean the committee established by Section 11 of this Agreement.

"Total average daily water use" – Shall mean all billed water usage for Retail Customer Accounts.

## **Section 2. Purposes**

The general purposes of the Consortium are as follows:

- A. To provide leadership in the planning, management, stewardship, and resiliency of drinking water in the Region;
- B. To foster coordination in the Region by sharing knowledge, technical expertise, and resources between Participants;
- C. To serve as the central custodian for Consortium documents, data, and studies;
- D. To review and recommend revisions to the Plan, as appropriate;
- E. To provide a forum for the study and discussion of water supply issues of mutual interest to Participants;
- F. To promote fiscal responsibility by pooling resources to achieve economies of scale;
- G. To allow for public participation in Consortium activities;
- H. To promote stewardship, emergency preparedness, and water conservation in the Region through outreach and education;
- I. To strengthen emergency preparedness and resiliency among water providers in the Region;
- J. To ensure safe and reliable drinking water is accessible to all.

## **Section 3. Strategic Plan**

- A. The Consortium will maintain a strategic plan to guide its work, establish priorities, and set goals for the strategic planning timeline.
- B. The strategic plan will be updated at an interval set by the Board.

## **Section 4. Cooperation and Participants' Retained Powers**

The Participants intend that the Consortium shall act through the processes laid out herein in the spirit of cooperation. Unless specifically provided for herein, by entering into this Agreement, no Participant has assigned or granted to any other or to the Consortium its water rights or the power to plan, construct, and operate its water system or perform any other obligation or duty assigned to it under law.

**Section 5. Consortium Authority**

In accomplishing its purposes, and utilizing the organizational structure and decision-making processes contained herein, the Consortium is authorized to:

- A. Adopt or revise Bylaws and other operating procedures consistent with the terms of this Agreement to govern Consortium operation and administration, including such things as meeting arrangements, voting procedures, election of officers of Consortium boards and committees, notice procedures, procedures for execution of binding legal documents, budgeting, and financial operations.
- B. Adopt or revise, and implement an annual work plan and budget and issue annual reports and such supplementary reports as the Consortium may determine appropriate;
- C. Update and adopt its strategic plan as set forth in Section 3.
- D. Collect regular dues from Participants to support the routine business of the Consortium in amounts established as established in Section 7;
- E. Accept voluntary contributions from Participants in amounts higher than the regular dues for the purpose of conducting studies or engaging in other activities consistent with Consortium purposes;
- F. Apply for and receive grants and accept other funds from any person or entity to carry on Consortium activities;
- G. Expend Consortium funds, however obtained, and establish accounts and accounting processes to manage Consortium funds, which may include utilizing the accounts and processes of Participants for such purposes under appropriate agreements;
- H. Execute public procurement contracts and enter into arrangements whereby Participants may enter into a public procurement contract on behalf of the Consortium;
- I. Execute intergovernmental agreements;
- J. Establish procedures or recommendations for the hiring, dismissal, and review of Managing Director, and to delegate such activities to a Participant;
- K. Accept assignment of staff from individual Participants to conduct Consortium work and to reimburse the Participants for the salary and other costs associated with the assigned staff;
- L. Establish procedures and criteria whereby other governmental entities may become a Participant in this Agreement;



- M. Establish a process to coordinate Participant response to water policy issues of mutual interest or concern;
- N. Establish procedures to solicit the views of the public on water supply and water resource issues within the purview of the Consortium;
- O. Establish a process whereby water policy and water supply disputes or disagreements among Participants may be resolved;
- P. Protect Consortium rights and enforce obligations owed to the Consortium by third parties to the extent permitted by law;
- Q. Take other action within the powers specifically granted to the Consortium herein by the Participants to exercise the authority granted in this Section 5 and to carry out the purposes stated in Section 2.

## **Section 6. Participants**

- A. Participant Memberships: A Participant may join as a Full Members or Associate Member in accordance with the definitions set forth in Section 1 and as further provided in the Bylaws.
- B. Any Participant which, having once joined, withdraws or is expelled from the Consortium for non-payment of dues, may only re-join as provided in Section 7.F.
- C. Additional Participants: The Board may accept additional governmental entities as Participants into the Consortium under terms and financial arrangements that the Board determines just and appropriate. The Board may establish standards for membership in the Bylaws or may allow Participants to join on a case-by-case basis. Provided, however, that in all cases, no new Participant may join the Consortium without the affirmative vote of a majority of the Board.
- D. Withdrawal: Any Participant may withdraw from the Consortium at any time by giving written notice to the Chair of the Consortium Board. Consortium dues already paid shall not be refunded to the withdrawing Participant. Unless otherwise approved by the Board, a withdrawing Participant shall have no ownership or interest in a Consortium asset after the date of withdrawal. Any Participant intending to withdraw from the Consortium shall make its best efforts to advise the Board Chair of that fact prior to February 1 and the approval of the Consortium budget for next fiscal year. Participants acknowledge that failure to notify the Consortium in accordance with these procedures may cause financial harm to the Consortium.

## **Section 7. Dues**

- A. Each Participant shall pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board, provided, however, that the Board may establish a different payment amount and/or schedule for a Participant upon request from that Participant or upon the Board's own motion.
- B. The dues of each Participant shall be determined annually as follows:
1. Total annual dues for all Participants shall be set to equal the annual budget for the Consortium, not counting budget items to be funded by fewer than all the Participants as provided in Section 8.C.
  2. Any grants or non-dues monies obtained by the Consortium may be applied towards the annual budget, thereby reducing the annual dues assessments commensurately.
  3. The Board shall establish the dues obligation of Associate Members at the time it approves an entity's membership and which amount is subject to any changes set forth in the Bylaws.
  4. The total annual dues of an Associate Member shall be subtracted from the total annual dues-based budget, described in subsection 7.B.1. leaving a budget number to be funded by Full Member dues. Dues shall be set so that the dues of each Full Member reflect its proportional share of that sum based on the following formula:
    - (a) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of the total number of all Participants' Retail Customer Accounts for the prior year;
    - (b) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of total average daily retail water use (in million gallons per day) in the prior year of all Participants.
- C. Minimum dues may be set by the Board to cover costs of adding a new Participant as outlined in the Bylaws.
- D. In-kind contributions may be made in lieu of dues if approved by the Board. In-kind contributions must be tracked and quantified.
- E. A Participant that fails to pay its assigned dues by September 1, or a time otherwise established by the Board pursuant to Section 7.A., may be removed by the Board as a Participant after two reminders are sent.

- F. Upon a majority vote of the Board, a removed Participant (or a Participant that has previously withdrawn from membership) may be reinstated in the Consortium upon its agreement to pay its full dues for the year during which it wishes to rejoin (calculated as if the entity had been a Participant at the time the budget was approved). Upon receipt of such dues by a rejoining Participant, the Board shall add the dues payment to the existing budget for expenditure or carry over to the following year's budget.
- G. If a new Participant joins the Consortium during an annual dues cycle, its dues and those of the existing Participants shall be calculated as follows:
1. If a new Participant is a Full Member, its dues requirement will be calculated pursuant to Section 7.B.4.
  2. If a new Participant is an Associate Member, its dues will be determined as provided in Section 7.B.3.
  3. The initial year dues for a new Participant joining partway through a fiscal year will be pro-rated to reflect partial year membership if more than halfway through the fiscal year.
  4. New Participants joining at any time after September 1 shall pay their initial year's dues within 90 days of signing this Agreement.

### **Section 8. Work Plan and Budgeting**

- A. Each year, at the first Board meeting of the calendar year, the Board shall adopt an annual work plan of Consortium activities for the upcoming fiscal year beginning on July 1.
- B. At the same time, the Board shall adopt a budget sufficient to conduct the Consortium's annual work plan. The budget shall also include a calculation of the dues owed by each Participant to fund the budget as provided in Section 7 and a table apportioning the dues to each Participant.
- C. The budget may include special projects that will be funded by fewer than all of the Participants on a voluntary basis as outlined in Section 5.E.
- D. The Board may amend the budget and the work plan at any time as it deems appropriate except that dues may only be increased annually as provided for in Section 7. Additional expenditures may be permitted so long as there are identified sources of revenue, other than increased dues, for such expenditures.
- E. Participants shall provide to Consortium staff the data necessary to calculate the annual dues for budgeting and planning in a timely manner.

## **Section 9. Consortium Board**

- A. The Board shall be made up of one member from the governing body of each Full Member. Each Participant shall also name an alternate Board representative from its governing body to serve in case the primary representative cannot. Provided, however, that if the Board Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. Annually, the Board shall elect a Board Chair and a Vice Chair and appoint the Executive Committee members in accordance with the provisions in the Consortium Bylaws.
- C. The Board is authorized to: (1) approve the Consortium's annual work plan and budget; (2) approve the Consortium's strategic plan; (3) set Consortium policy; (4) approve new Participants; (5) initiate updates to the Plan as needed; (6) approve minor amendments to the Plan; (7) recommend to Participants' governing bodies major amendments to the Plan; (8) recommend to Participants' governing bodies amendments to this Agreement; (9) adopt and update the Bylaws; (10) exercise any other powers and authority granted to the Consortium by this Agreement necessary to accomplish the Consortium's purposes.
- D. The Board shall have the authority to designate which amendments to the Plan are major and which are minor for purposes of determining the process for amendment consideration. Generally, major amendment to the Plan should include revisions to the Plan's policy objectives, resource strategies, or implementation actions which significantly alter Plan direction or would significantly change the implementation strategies. Minor amendments are all other changes to the Plan.
- E. The Board may assign such duties or delegate such Board authority as the Board deems advisable to any Participant, Board committee, the Executive Committee, or to the Technical Committee, except that the Board may not delegate the authority (1) to execute intergovernmental agreements, (2) to designate Plan amendments as minor or major, (3) to recommend major Plan Amendments or amendments to this Agreement, (4) to approve the annual work plan and the budget, (5) to approve minor Plan amendments, (6) to approve the admission of Participants to the Consortium, or (7) to dissolve the Consortium.
- F. To be effective, Board actions must be approved by a vote of a majority of the Board at a meeting at which a simple majority of the Board is present.

## **Section 10. Executive Committee**

- A. The Consortium shall have an Executive Committee, which shall be appointed by the Board and consist of seven Board members, one of which shall be the Board Chair. The Board shall endeavor to appoint Executive Committee members in a manner that achieves geographic representation and representation from municipalities, special districts, and other types of entities that form the Consortium.

- B. The Board Chair shall be the Chair of the Executive Committee.
- C. The Executive Committee shall serve to assist the Board in more timely and meaningful policy action as outlined in the Bylaws.
- D. The Executive Committee shall at no time act on behalf of the Board unless specifically authorized by the Board to do so as provided in Section 9.E.
- E. Except for the Board Chair, the term for each Executive Committee member shall be two years, and individuals may serve consecutive terms if re-appointed.
- F. To be effective, Executive Committee actions must be approved by a vote of a majority of the Executive Committee at a meeting at which a simple majority of the Executive Committee is present.

#### **Section 11. Technical Committee**

- A. The Consortium shall have a Technical Committee, which shall be made up of one staff representative appointed by each Full Member. Each Full Member shall also appoint an alternate Technical Committee representative to serve when the primary representative cannot. Provided, however, that if the Technical Committee Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. On an annual basis, the Technical Committee shall elect a Chair and Vice Chair.
- C. The Technical Committee shall advise and provide assistance to the Board on any matters falling within the Consortium's purview under this Agreement, and may act upon Board delegation of authority as provided in Section 9.E.
- D. The Technical Committee under the provisions of any agreement or contract to provide staff shall advise Consortium staff and assume the responsibility to draft proposed work plans, budgets, annual and other reports, plan amendments, and implementation proposals for submission to the Board or Executive Committee as appropriate.
- E. To be effective, Technical Committee actions must be approved by a vote of a majority of the Technical Committee at a meeting at which a simple majority of the Technical Committee is present.

#### **Section 12. Dispute Resolution**

It is the intention of the Participants to limit the issues available for dispute resolution. The issues raised must be related to interpretation of the express terms of this Agreement. No issues related to water supply development or program development by individual Participants may be raised.

Any such dispute shall, if possible, be resolved through the use of a mandatory, but non-binding dispute resolution mechanism established by the Board through the Bylaws.

**Section 13. Duration and Dissolution**

This Agreement shall remain in effect, subject to the following: (1) any Participant may withdraw at any time as provided in Section 6.D. of this Agreement; (2) should all but one Participant withdraw, the Agreement shall end and the Consortium shall be dissolved; (3) the Agreement may be ended and the Consortium dissolved by a vote of the Board; (4) remaining funds shall be distributed in accordance with the Bylaws.

**Section 14. Legal Liability**

Participants agree to share any costs or damages, including reasonable attorney's fees, from third party actions against the Consortium. The obligation shall apply to any entity that was a Participant in the Consortium at the time the liability arose or the cause of action accrued. Payment obligations shall be proportional to the dues of each entity. Participants agree to assist and cooperate in the defense of such an action. Settlement of any action that would impose an obligation to pay upon the Participants under this provision must be approved by a majority of the Board. The obligations of a Participant under this Section 13 shall survive that Participant's withdrawal from the Consortium, termination of this Agreement, or dissolution of the Consortium.

**Section 15. Oregon Law and Forum**

- A. This Agreement shall be construed according to the law of the State of Oregon.
- B. Any litigation between the Participants under this Agreement or arising out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

**Section 16. Public Notification**

The Board, the Executive Committee, and the Technical Committee shall be deemed public bodies for purposes of Oregon's public meeting laws as provided by ORS Chapter 192. Other committees or sub-committees are subject to ORS Chapter 192 only as applicable.

**Section 17. Agreement Amendment**

Amendments to this Agreement shall be recommended by the Board and shall be effective when authorized by the governing body of every Participant.

**Section 18. Indemnification**

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, each Participant shall indemnify, defend, and hold harmless the Consortium and other Participants from and against all liability, loss, and costs arising out of or resulting from the negligent or intentionally wrongful acts of the indemnifying Participant, their governing bodies, officers, employees, and agents in the performance of this Agreement.

**Section 19. Severability**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**Section 20. No Third-party Beneficiaries**

The Participants are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**Section 21. Merger Clause**

This Agreement constitutes the entire agreement between the Participants. No waiver, consent, modification or change of terms of this Agreement shall bind a Participant unless in writing and signed by the affected Participants. Such waiver, consent modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**Section 22. Counterparts**

This Agreement may be signed in counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The Participants agree that any Participant may execute this Agreement, including any Agreement amendments, by electronic means, including the use of electronic signatures.

**AMENDED AND RESTATED REGIONAL WATER PROVIDERS CONSORTIUM  
INTERGOVERNMENTAL AGREEMENT**

IN WITNESS WHEREOF, the signatory hereby causes this agreement to be executed.

SIGNATORY PARTY

City of Wilsonville

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

Title: City Manager

Print Name: Bryan Cosgrove

Dated: \_\_\_\_\_

Address: 29799 SW Town Center Loop East,

Wilsonville, OR 97070

Send signed agreement to Patty Burk [patty.burk@portlandoregon.gov](mailto:patty.burk@portlandoregon.gov) or mail to:

Portland Water Bureau  
Attn: Patty Burk  
1120 SW 5<sup>th</sup> Ave. Suite 405  
Portland, OR 97204





**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> June 17, 2024		<b>Subject: Resolution No. 3159</b> Wilsonville Police Department Interim Renovations Contract Amendment	
		<b>Staff Member:</b> Martin Montalvo, Operation Manager	
		<b>Department:</b> Public Works	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> 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 <b>Comments:</b>	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

To approve or reject the construction contract amendment with Woodburn Construction CM/GC, LLC., Inc. for the Wilsonville Police Department Interim Renovations Project

**EXECUTIVE SUMMARY:**

The Wilsonville Public Works (PW) and Police Departments (PD) have been collocated at 30000 SW Town Center Loop East. The PW occupied the upper floor of the facility, the lower floor was occupied by the PD and the secure parking was shared. The Public Works Department recently vacated the facility leaving the PD as the sole occupant of the facility. The PD are seeking to take full occupancy of the facility in order to increase overall efficiency, security and customer service. Additionally, the City is currently in the process of master planning for a new Police Station, so extensive renovations are not programmed at this time. These interim renovations will allow the PD to assume full occupancy of the facility by achieving the following:

The City advertised the Request for Bids on February 7, 2024 and received and reviewed seven bids for the Wilsonville Police Department Interim Renovations Project. The City received seven bids for the project with the lowest Responsive Bid being Woodburn Construction CM/GC, LLC for \$210,258.00.

Additional improvements were identified after the contract was initiated. The additional improvements will increase the overall functionality and appearance of the Facility for the PD. The improvements were captured over the course of five change orders which consisted of the following:

**Change Order #1:** Conduct an additional 5,000 square feet of patch and paint of the existing upper floor space. The additional work will now encompass the entire upper floor.  
Cost: \$23,537.28

**Change Order #2:** Demolition and install new carpet on all locations with existing carpet on the upper level of the building.  
Cost: \$22,149.92

**Change Order #3:** Improvements within the front reception area to allow for new furnishings. Additional patch and paint of associated area with new data port locations. Additional work within the existing breakroom area to allow for new appliances. Additional cabinetry within the new evidence room.  
Cost: \$15,111.46

**Change Order #4:** Install owner provided sconce lighting at the new stairs. This proposal includes providing and installing new boxes, wiring and two (2) occupancy sensors (one at the top and one at the bottom). This proposal is also in response to the owner's request to run two (2) extra data cables from the server room to two main level offices, health room and Chief's office. Finally, this proposal is in response to the ductwork in the ceiling at the new stairwell. On April 30, 2024, Woodburn Construction opened up the ceiling for the new stairwell and discovered that there is a 12" main duct supply that had to be cut off 15' to make way for the new stairs.  
Cost: \$6,671.29

**Change Order #5:** This change order request is to delete new frames at openings D200 & D202 and reuse existing door frames.

Cost: - \$717.60 (CREDIT)

Total Cost: \$66,752.35

**EXPECTED RESULTS:**

By executing this personal services agreement with Woodburn Construction CM/GC, LLC, and the Police Department will be able to maximize the operational efficiency of their existing facility and improve customer service.

**TIMELINE:**

The substantial completion deadline for this project is July 3, 2024 with final completion being August 3, 2024.

**CURRENT YEAR BUDGET IMPACTS:**

City Council previously approved capital improvement project (CIP) 8160 PW/Police Facilities Modifications for \$300,000 within the fiscal year 2023-2024 Budget. A budget amendment was approved on June 5, 2024 to increase the overall project budget to \$400,000.

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

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

By completing this project, the Police Department will be able to maximize the operational efficiency of their existing facility and improve customer service.

**ALTERNATIVES**

Reject the construction contract as proposed and allow the Police to occupy the lower floor of the existing facility

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3159
  - A. Wilsonville Police Department Interim Renovations - Construction Contract Amendment

**RESOLUTION NO. 3159**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO AMEND A CONSTRUCTION CONTRACT WITH WOODBURN CONSTRUCTION CM/GC, LLC., INC. TO CONSTRUCT THE WILSONVILLE POLICE DEPARTMENT INTERIM RENOVATIONS.**

WHEREAS, the City of Wilsonville Public Works Department (PW) recently vacated they previously shared with the Police Department; and

WHEREAS, the City of Wilsonville Police Department (PD) is now the sole occupant of the 30000 SW Town Center Loop East; and

WHEREAS, the City, entered into a Construction Contact with Woodburn Construction to construct improvements to the PD Facility; and

WHEREAS, the City deemed that additional services were warranted beyond the original Scope of Work and that it would be appropriate, prudent and cost effective to make these improvements during the course of this project; and

WHEREAS, the City wishes to assure the long term condition, usability and safety of its assets; and

WHEREAS, the City issued a formal bid for this project in accordance with the city's and state's procurement rules.

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

Section 1. The procurement process for the Project duly followed Oregon Contracting Rules, and Woodburn Construction CM/GC, LLC. was determined to be the lowest responsive bidder

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to execute an amendment to the existing Construction Services contract, on behalf of the City of Wilsonville, which amendment is substantially similar to Exhibit A attached hereto. The amendment increases the Woodburn Construction CM/GC, LLC

construction contract value by \$66,752.35, for a not-to-exceed amount of \$277,010.35.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 17<sup>th</sup> Day of June 2024, 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 Berry
- Councilor Dunwell
- Councilor Linville

EXHIBIT:

- A. Wilsonville Police Department Interim Renovations - Construction Contract Amendment

**CITY OF WILSONVILLE  
FIRST AMENDMENT TO CONSTRUCTION CONTRACT**

**Police Department Interim Renovation Project**

This First Amendment to Construction Contract (“First Amendment”) is effective the \_\_\_\_ day of June 2024 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Woodburn Construction CM/GC, LLC**, an Oregon limited liability company (“Contractor”), upon the terms and conditions set forth below.

**RECITALS**

WHEREAS, the City entered into a Construction Contract (“Contract”) with Contractor on April 3, 2024 relating to the Police Department Interim Renovation Project (“Project”); and

WHEREAS, the City requires additional services which Contractor is capable of providing, under terms and conditions hereinafter described (“Additional Services”); and

WHEREAS, the City and Contractor anticipate that additional time is needed to complete the Work set forth in the Contract and the Additional Services described in this First Amendment; and

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

WHEREAS, Contractor is prepared to provide such Additional Services as the City does hereinafter require;

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

**AGREEMENT**

The Contract is amended as follows:

**Section 1. Additional Services to be Provided**

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

**Section 2. Time for Completion of Additional Services**

The Additional Services provided by Contractor pursuant to this First Amendment shall be completed by no later than July 31, 2024.

**Section 3. Contract Sum**

The City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed SIXTY-SIX THOUSAND SEVEN HUNDRED FIFTY-TWO DOLLARS AND THIRTY-FIVE CENTS (\$66,752.35) for performance of the Additional Services (“Additional Contract Sum”) which, when totaled

with the Contract Sum, equals a total not-to-exceed amount of TWO HUNDRED SEVENTY-SEVEN THOUSAND TEN DOLLARS AND THIRTY-FIVE CENTS (\$277,010.35) for the performance of the Work and Additional Services (“Total Contract Sum”).

**Section 4. All Other Terms**

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

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

**CONTRACTOR:**

**CITY:**

WOODBURN CONSTRUCTION CM/GC, LLC

CITY OF WILSONVILLE

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

EIN/Tax I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

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

## Wilsonville Police Department Interim Renovations

### Change Order Scopes

**Change Order #1:** Conduct an additional 5000 square feet of patch and paint of the existing upper floor space. The additional work will now encompass the entire upper floor.

Cost: \$23,537.28

**Change Order #2:** Demolition and install new carpet on all locations with existing carpet on the upper level of the building.

Cost: \$22,149.92

**Change Order #3:** Demo countertop at the receptionist area on the main level (Steel brackets run behind the finished wall, roughly 16sq. ft of drywall demo will occur). Caslin to patch, tape, and texture drywall. Paint already covered in CO. 2. Demo of 2 additional data ports, Demo 1 data 'Whip' and 1 electrical 'Whip' and demo/salvage cubical that no longer will be used on the main level in front of new stairs. Additional drywall patching and texturing will be required. 3. Demo 5' of lower cabinet in the break room, relocate upper cabinet, add water supply for 2 new refrigerators (approximately 12'), add 1 quad receptacle (GFCI) Patch and paint already included. Flooring does not continue under lower cabinet, Spectra flooring to patch roughly 9 sq. ft. of flooring, and 5' of rubber base. 4. Demo 2 wooden cabinets in the Lobby. 5. "Home Depot" Upper and lower cabinets at the new evidence locker room (wall to wall 7'6") Electrical work will be required to add light strip under upper cabinets. 6. Add Sconce lights where the 2 existing electrical outlets at new stairs. 7. Add 2x2 access panel for plumbing shut off underneath the stairs. 8. Remove and infill window at women's locker room. Insulate, Dry wall, tape, texture, prime, and paint. 9. Relocate IT storage racks.

Cost: \$15,111.46

**Change Order #4:** Install owner provided sconce lighting at the new stairs. This proposal includes providing and installing new boxes, wiring and (2) occupancy sensors (one at the top and one at the bottom). This proposal is also in response to the owner's request to run (2) extra data cables from the server room to two main level offices, Health room & Chief's room. Finally, this proposal is in response to the ductwork in the ceiling at the new stairwell. On 4/30/24, Woodburn Construction opened up the ceiling for the new stairwell and discovered that there is a 12" main duct supply that had to be cut off 15' to make way for the new stairs.

Cost: \$6,671.29

**Change Order #5:** This CRP is to delete new frames at openings D200 & D202 and reuse existing door frames.

Cost: - \$717.60 (CREDIT)

**Total Cost: \$66,752.35**





**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> June 17, 2024		<b>Subject: Resolution No. 3160</b> A Resolution Of The City Of Wilsonville Authorizing A Two Year Capital Interfund Loan From The Water Operating Fund To The Street Capital Projects Fund  <b>Staff Member:</b> Keith Katko, Finance Director  <b>Department:</b> Finance	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> 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  <b>Comments:</b> Action provides resources to fund capital improvement project (CIP) #4212 Boeckman Dip Bridge as budgeted for fiscal year 2024-2025.	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

Council action is needed to approve an Interfund Loan Agreement between the Water Operating Fund to provide a \$8,750,000 loan to the Roads CIP Fund as part of the funding strategy for the Boeckman Road Corridor Project (BRCP). Loan will have a two-year term, with payoff from proceeds of the Willamette Water Supply Program (WWSP) right of way lease, lump sum payoff proceeds due to the City on July 1, 2026.

**EXECUTIVE SUMMARY:**

This is the second of two interfund loans needed for the fiscal year (FY) 2024-2025 funding of the Boeckman Road Corridor Project (BRCB). ORS 294.468 allows one fund to loan money to another fund over multiple years for capital purposes.

This loan will have a two-year term, at a 5% annual interest rate (tied to current US Treasury yields) and will be repaid in full on July 1, 2026; with a portion of the Tualatin Valley Water District (TVWD) right-of-way ground lease balloon payoff payment due to the City on July 1, 2026.

The \$8,750,000 loan; plus interest accrued and compounded annually at 5% (ties to US Treasury yields), equates to a total anticipated payoff of \$9,581,250. Contingencies inherent in the BRCP project may mitigate the need for the full funding of the loan and/or allow for early refunding reducing the anticipated total payoff amount.

**EXPECTED RESULTS:**

Authorize the interfund loan by the respective resolution, authorizing a Water Operating Fund to provide cash resources of \$8,750,000 to pay for the costs associated with the BRCB. The total amount plus interest will be paid for the WWSP right of way lease lump sum payoff on 7/01/26.

**TIMELINE:**

Borrowing will occur in FY 2024-25 as budgeted and be paid off in full in July 2026.

**CURRENT YEAR BUDGET IMPACTS:**

This loan was included in the in the adopted FY 2024-2025 City Budget.

**COMMUNITY INVOLVEMENT PROCESS:**

There has been on specific community outreach or involvement pertaining to this borrowing.

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

The borrowing will not directly impact local businesses or neighborhoods, however the completion of the Boeckman Road Corridor Project (BRCP) will have a significant positive impact on both.

**ALTERNATIVES:**

The City could engage in borrowing from a financial institution. Using this process would take more time and cost the City significantly more money.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3160
  - A. Loan Amortization Schedule

**RESOLUTION NO. 3160****A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING A TWO YEAR CAPITAL INTERFUND LOAN FROM THE WATER OPERATING FUND TO THE STREET CAPITAL PROJECTS FUND.**

WHEREAS, ORS 294.468 allows one fund to loan money to another fund over multiple years for capital purposes; and

WHEREAS, on December 4, 2023, Resolution No. 3022 authorized the City to execute a Guaranteed Maximum Price Amendment to the progressive design build agreement for the Boeckman Road Corridor Project (BRCB) which included a funding strategy for an interfund loan to be repaid through a portion of the Tualatin Valley Water District right-of-way lease payment; and

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

1. To loan a principal amount of \$8,750,000 from the City of Wilsonville's Water Operating Fund to the Streets Capital Improvement Fund for the purpose of funding for the Boeckman Road Corridor Project (BRCP).
2. The term of the loan shall be for two years, commencing July 1, 2024; and carry a per annum interest rate of 5.00%, with one payoff payment on 07/01/26. Payoff will be from the proceeds of the Tualatin Valley Water District (TVWD) right of way lease, lump sum payoff proceeds due to the City on 07/01/26.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17<sup>th</sup> day of June, 2024, 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 Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Loan Amortization Schedule

### EXHIBIT A - Loan Amortization Schedule

Water Operations Fund #510 Interfund Loan to Roads CIP FUND #345  
 Payback Schedule

Funding - 07/01/24	1,250,000	Number of payments	1
Funding - 08/01/24	2,250,000	Scheduled payment	9,581,250
Funding - 09/01/24	2,250,000	Total Interest	831,250
Funding - 10/01/24	2,500,000	Interest Rate	5%
Total Loan Amount	\$ 8,250,000	End Date of Loan	7/1/2026

FYE	Date	Beginning Balance	Funding	Total Payment	Principal	Interest	Ending Balance
FYE 25	07/01/24	-	1,250,000	-	-	-	1,250,000
FYE 25	08/01/24	1,250,000	2,500,000	-	-	-	3,750,000
FYE 25	09/01/24	3,750,000	2,500,000	-	-	-	6,250,000
FYE 25	10/01/24	6,250,000	2,500,000	-	-	-	8,750,000
FYE 26	07/01/25	8,750,000	-	-	-	375,000	9,125,000
FYE 27	07/01/26	9,125,000	-	9,581,250	8,250,000	456,250	-



## SPECIAL CITY COUNCIL MINUTES

May 17, 2024 at 12:00 PM

Wilsonville City Hall & Remote Video Conferencing

---

### CALL TO ORDER

The Mayor began the meeting by reading aloud the City Council's 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.*

The Mayor then told the audience on the agenda was a summary of the legislative and other matters to come before the Wilsonville City Council at this special session on May 17, 2024, at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on May 8, 2024. 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.

The audience was then reminded this was a special-set Council meeting to consider an appeal from a decision by the Development Review Board (DRB), which was not a public hearing. No other City business would be conducted at this meeting.

The City Attorney added that based on the order of appeal the Council adopted at its May 6, 2024, meeting, where it designated the procedure for the meeting. The procedure was that it was an appeal on the record before the Development Review Board. Therefore, no new testimony or evidence was being provided and it was between the appellant and City staff.

The Mayor then requested that the City Recorder call roll.

1. Roll Call
2. Pledge of Allegiance

A special meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 12:00 p.m. on Friday, May 17, 2024. The Mayor called the meeting to order at 12:00 p.m., followed by roll call and the Pledge of Allegiance.

PRESENT

Mayor Fitzgerald  
Council President Akervall  
Councilor Linville  
Councilor Berry  
Councilor Dunwell

STAFF PRESENT

Amanda Guile-Hinman, City Attorney  
Bryan Cosgrove, City Manager  
Cindy Luxhoj, Associate Planner  
Dan Pauly, Planning Manager  
Jeanna Troha, Assistant City Manager  
Kimberly Rybold, Senior Planner  
Kimberly Veliz, City Recorder  
Miranda Bateschell, Planning Director  
Stephanie Davidson, Assistant City Attorney  
Zoe Mombert, Assistant to the City Manager

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

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

Motion made by Councilor Akervall, Seconded by Councilor Dunwell.

**Voting Yea:**

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

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

**MAYOR'S BUSINESS**

There was none.

**COMMUNICATIONS**

There was none.

**CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS**

There was none.

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

There was none.

**CONSENT AGENDA**

There was none.

**NEW BUSINESS**

4. Appeal of DRB Resolution No. 432, A Resolution Denying the Proposed Occupant's (The Home Depot) Proposed Use at 29400 SW Town Center Loop West is a Continuation of the Existing Non-Conforming Use in Case File No. DB24-0003 (Planning Director Referral of AR23-0031).

At 12:04 p.m. the Mayor called to order the Wilsonville City Council meeting on the appeal by Lars Andersen & Associates, Inc. concerning the Development Review Board Resolution No. 432, case file DB24-003.

The Mayor read the quasi-judicial appeal procedure script.

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

The Mayor stated she had no ex parte communication to report. The Mayor added that Councilors had heard there was discussion about this agenda item out in the community and some residents had brought up the issue with Council. However, the Mayor had not engaged in those discussions. Furthermore, she referred those individuals to the City Council packet.

All Councilors familiarized them self with the record.

It was noted that no new evidence was to be taken or considered.

Cindy Luxhoj, Associate Planner presented a factual report related to the Appeal of Development Review Board Resolution No. 432, Case File No. DB24-0003, as required under Wilsonville Code 4.022 (.06) A. 1.

Stephanie Davidson, Assistant City Attorney next presented the Legal Standard Applicable to Appeal of DB24-0003.

The PowerPoint displayed by staff was added to the Council record.

The Council asked clarifying questions of staff throughout the presentation.

The appellants were then invited to present to the Council.



The following individuals presented on behalf of the applicant/appellant Home Depot:

- Attorney Keenan Ordon-Bakalian of Schwabe, Williamson & Wyatt
- Daniel J. Zoldak of Lars Andersen & Associates, Inc.
- Barry L. Simons of The Home Depot, Inc.

During the presentation appellants addressed challenges to the decision. In addition, the appellants addressed disagreements between the applicant and staff.

The PowerPoint displayed by appellants was added to the Council record.

The appellants addressed the Council's clarifying questions.

Next, the following City staff members presented arguments in response to appellants' presentation:

- Miranda Bateschell, Planning Director
- Stephanie Davidson, Assistant City Attorney

The slides shown by City staff were added to the Council record.

**Recess Motion:** Moved for a five-minute recess of Council.

Motion made by Councilor Dunwell, Seconded by Councilor Linville.

**Voting Yea:**

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

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

The City Attorney reminded Council there was to be no discussion of the item during the recess. Additionally, the audience was informed not to approach Council during the recess.

The Mayor recessed the meeting at 2:30 p.m.

The Mayor reconvened the meeting at 2:36 p.m.

City staff answered further questions from the Council.

The City Attorney informed that for both Development Review Board and City Council follow Wilsonville City Code Section 4.022, Appeal and Call-up Procedures, Subsection (.08) Review Body Decision, which reads:

- A. Upon review, the referee, Commission, or Board may by Resolution or the Council shall by order, affirm, reverse or modify in whole or part a determination or requirement of the decision that is under review.

Subsections of requirements follow.

The City Attorney's review of Wilsonville Code provision was clear that the only thing Council was reviewing at this time was DRB Resolution No. 432, not the Class 1.

Further discussion between Council and City staff ensued.

The Appellants then presented their rebuttal and answered additional questions for Councilors.

The Council had no further questions. Therefore, the Mayor asked for a motion.

**Motion:** Moved to Order On Appeal: Development Review Board Resolution No. 432

WHEREAS, on December 15, 2023, the City received an application for Class II Review with respect to the real property located at 29400 SW Town Center Loop West (respectively, the "Location") from applicant/appellant Dan Zoldak, of Lars Andersen & Associates, Inc. ("Appellant") (this application is referred to as "AR23-0031" in City records); and

WHEREAS, in its application, Appellant requested a "Class II Staff Interpretation to confirm that The Home Depot and Fry's Electronics are both warehouse retail uses" at the Location, and alternatively, a "staff interpretation of the Wilsonville Development Code to confirm that The Home Depot store proposed for [the Location] constitutes a warehouse retail use and may operate in the existing structure"; and

WHEREAS, the City processed the Appellant's application as a request to confirm that the Home Depot's (the "Proposed Occupant") proposed use of the Location will constitute a continuation of the non-conforming use, as provided in Wilsonville Code (WC) Section 4.189(.01), which existing nonconforming use was confirmed in the related but separate Class I decision relating to the Location (which was established by the Development Review Board ("DRB") in Resolution No. 429, and later confirmed by Order on Appeal by City Council dated April 15, 2024); and

WHEREAS, the Planning Director referred the application to the DRB for a public hearing per WC 4.030(.01)B., and did not issue a Planning Director's decision; and

WHEREAS, the DRB held a public hearing on April 8, 2024 (this proceeding is referred to as "DB24-0003" in City records); and

WHEREAS, the DRB closed the public hearing on April 8, 2024, but kept the written record open to allow the submission of evidence and legal argument, and reconvened to consider the application and issued a decision on April 24, 2024; and

WHEREAS, on April 24, 2024 the DRB unanimously adopted Resolution No. 432; and

WHEREAS, during its regularly scheduled meeting on May 6, 2024, anticipating that Appellant would appeal Resolution No. 432, City Council adopted an order establishing the scope of this appeal proceeding and the procedure that City Council would follow during the appeal proceeding, and set May 17, 2024 at 12:00 p.m. as the date and time of the appeal proceeding (the “Procedural Order”); and,

WHEREAS, on May 7, 2024, Appellant submitted the document titled “Appellant’s Notice of Appeal” to the City (the “Notice of Appeal”) within the prescribed appeal period; and

WHEREAS, City Council held an appeal proceeding to address this matter on May 17, 2024 in accordance with the Procedural Order; and,

WHEREAS, all references to the “staff report” in this order are to the staff report prepared by staff for the May 17, 2024 titled “Order on Appeal: DRB Resolution No. 432” (the “Staff Report”) and all citations in the following findings are to the attachments to this Staff Report.

**FINDINGS:**

1. The foregoing recitals are hereby incorporated as findings of the Council, as if fully set forth herein.
2. As of the date of this order, the recognized non-conforming use at the Location is “a 159,400 square-foot electronics-related retail store,” which was determined by the DRB Decision in Case File DB24-0002 (Resolution No. 429), and affirmed by Council in its Order on Appeal dated April 15, 2024 (the “Recognized Non-Conforming Use”). Council finds re-argument of the settled issue of the Recognized Non-Conforming Use in the Class I land use proceedings irrelevant to this decision.
3. Appellant describes itself as a “home improvement warehouse store” (Attachment 3b, page 89), which is not the same as an “electronics-related retail store.”
4. Appellant has the burden of proof in this appeal to establish that the Proposed Occupant’s proposed use of the Location would be a continuation of the Recognized Non-Conforming Use at the Location. Council finds that Appellant has not satisfied its burden of proof for the following reasons:
  - a. Council finds that Appellant relies on evidence irrelevant to this Class II Review, including: (1) the exhibits attached to Appellant’s April 15, 2024 “Open Record Submittal” to the DRB, (2) discussion of the Town Center Plan and related zoning, and (3) the document referred to as the “1991 Decision” throughout these proceedings (Attachment 3b, pages 94-254). Council finds the reasoning on pages 14-17 of the Staff Report persuasive.

- b. Proposed Occupant proposes to engage in the following activities at the Location, and there is no evidence in the record that establishes that the Current Occupant engaged in these activities at the Location as of June 5, 2019. Regardless of any ancillary commonalities that may be shared by Proposed Occupant and Current Occupant, these activities amount to a “fundamental change in the nature of the use” and go beyond the scope of the Recognized Non-Conforming Use. *See Hendgen v. Clackamas Cnty.*, 115 Or App 117, 121 (1992). The ancillary commonalities are insufficient to compel the Council to grant the relief that has been requested by Appellant.
- i. Based on the document titled “Applicant’s Narrative and Exhibits Demonstrating Compliance with the Relevant Approval Criteria,” which was submitted by Appellant to the DRB, Proposed Occupant plans to sell tools and construction products (Attachment 3b, page 89). This description is supported by photos showed during Appellant’s presentation at the DRB public hearing on April 8, 2024 (Attachment 3b, pages 468-484), which showed images of merchandise, often stocked floor-to-ceiling, that included large electric power tools, floor polishers, tools, hardware, chainsaws, flooring, paint, cleaning products, windows and doors, large household appliances (e.g. washing and drying machines, refrigerators), light fixtures and lighting systems, saw blades, and patio furniture. There is no evidence in the record of Current Occupant selling these products, or even these types of products. Further, the as-built floor plan submitted by the Current Occupant to the City’s Building Division in 2014 (Attachment 3b, page 15) supports this assessment; the only similar type of product shown on this floor plan is small appliances, which are not the same as large household appliances such as washing and drying machines. The as-built floor plan predates the date of non-conformance by five years, which lessens the weight Council assigns to this evidence. However, Council finds it more credible than other evidence submitted by Appellant that is: (1) not from the Location (i.e., other Fry’s Electronics stores), (2) earlier in time, and/or (3) fails to demonstrate that the Current Occupant and the Proposed Occupant engaged in the same retail sales.
  - ii. Proposed Occupant plans to have a garden center (i.e., a nursery that sells live plants). The site plan included in Appellant’s application materials shows a garden center at the front of the building (Attachment 3b, page 256). During the DRB public hearing on April 8, 2024, Barry Simmons, a real estate manager for the Proposed Occupant, acknowledged that there would be a garden center with “live goods” inside the existing building (Attachment 5, page 10). A garden center that contains live plants would require some kind of irrigation or watering. There is no evidence in the record of Current Occupant selling these types of products, or anything live that required irrigation or watering.

- iii. Proposed Occupant would have at least some operations outside of the existing building at the Location. The site plan included in Appellant’s application materials shows a “lumber pad” at the back of the building (Attachment 3b, page 256). The extent of the activities that would occur in this area is not clear. During the DRB public hearing on April 8, 2024, Barry Simmons stated that the lumber pad area would be used to unload heavier products off of a flatbed truck, and that it would not be used for exterior storage (Attachment 5, page 10). There is no evidence in the record of Current Occupant having any operations outside of the building that currently exists at the Location, whether for receiving, unloading, temporary storage, or for some other purpose. Although the extent of these activities is unclear, Council must rely to some extent on what has been represented in Appellant’s initial application materials.
    - iv. Contractors and other home improvement professionals would account for close to half of the Proposed Occupant’s annual sales (Attachment 3b, page 90). There is no evidence in the record of Current Occupant selling to contractors or other home improvement professionals.
  - c. During the DRB public hearing on April 8, 2024, Barry Simmons suggested that Proposed Occupant would probably invest about \$20 million into redeveloping the Location, including upgrading roads, the water system, sewer system, and called the project a “redevelopment” (Attachment 5, page 14). This statement strongly suggests that Proposed Occupant’s plans involve significant changes to the Location, which go far beyond a mere continuation of non-conforming use.
- 5. Appellant failed to preserve any argument regarding the utilization of both Class I and Class II review processes in this matter. Assuming, without acknowledging, that the argument was preserved, WC 4.030(.01)A.7. states that confirmation of an existing non-conforming use is subject to a Class I Review, not the determination whether a proposed use is a continuation of an existing non-conforming use. A Class II Review is required for determining continuation of existing non-conforming use, as explained in the Staff Report. Further, Council finds that City staff proposed that Appellant withdraw its Class I application, while preserving its arguments concerning existing non-conforming use, in order for the Class I and Class II applications to be processed together, and Appellant refused (Attachment 3b, pages 63-65).
- 6. DRB followed correct procedures, and in particular, the DRB did not err when it adopted the staff report dated April 1, 2024 for the reasons stated on pages 2-3 of the Staff Report. DRB properly applied the relevant Wilsonville Code provisions, including, but not limited to, WC 4.030 and 4.189, as evidenced by findings A5 through A11 of DRB Resolution No. 432.
- 7. For the reasons provided in the Staff Report, Council finds Appellant’s arguments unpersuasive regarding: (a) parking spaces and traffic impacts, (b) certificates of occupancy, (c) the 1991 Decision, (d) the 1992 CCRs, (e) current Town Center zoning regulations; (f) the “codification” rule and, relatedly, Ordinance No. 55; and (g) the “common nucleus” test.

IT IS THEREFORE ORDERED, by the City of Wilsonville City Council, at its special meeting on this 17th day of May 2024, that the Development Review Board decision in Resolution No. 432 is affirmed, and further, that this was the correct and appropriate decision made based on applicable laws, policies, and standards. The Appeal is therefore respectfully denied.

Motion made by Councilor Akervall, Seconded by Councilor Berry.

The Council provided comments in support of the motion.

**Voting Yea:**

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

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

In closing the Mayor announced if you desire to appeal this decision to the Oregon Land Use Board of Appeals, you must make application, stating the grounds of the appeal, in the form and within the time prescribed by State law.

**CONTINUING BUSINESS**

There was none.

**PUBLIC HEARING**

There was none.

**CITY MANAGER'S BUSINESS**

No report.

**LEGAL BUSINESS**

No report.

**ADJOURN**

The Mayor adjourned the meeting at 3:56 p.m.

Respectfully submitted,

---

Kimberly Veliz, City Recorder

ATTEST:

---

Julie Fitzgerald, Mayor

DRAFT



**CITY COUNCIL MEETING  
STAFF REPORT**

<p><b>Meeting Date:</b> June 17, 2024</p>	<p><b>Subject: Resolution No. 3150</b> A resolution of the City of Wilsonville adopting administrative rules relating to public contracting activities; and</p> <p><b>Resolution No. 3151</b> A resolution of the City of Wilsonville adopting administrative rules amending the Public Art Policy and Guidelines</p> <p><b>Staff Member:</b> Stephanie Davidson, Assistant City Attorney</p> <p><b>Department:</b> Legal</p>	
<p><b>Action Required</b></p> <p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1<sup>st</sup> Reading Date:</p> <p><input type="checkbox"/> Ordinance 2<sup>nd</sup> Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input type="checkbox"/> Consent Agenda</p>	<p><b>Advisory Board/Commission Recommendation</b></p> <p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><b>Comments:</b> N/A</p>	
<p><b>Staff Recommendation:</b> Staff recommends Council adopt Resolution Nos. 3150 and 3151.</p>		
<p><b>Recommended Language for Motion:</b> Two separate motions: I move to adopt Resolution No. 3150. I move to adopt Resolution No. 3151.</p>		
<p><b>Project / Issue Relates To:</b> Rules that govern public contracting activities.</p>		
<p><input type="checkbox"/> Council Goals/Priorities:</p>	<p><input type="checkbox"/> Adopted Master Plan(s):</p>	<p><input checked="" type="checkbox"/> Not Applicable</p>

**ISSUE BEFORE COUNCIL:**

Consider adopting Resolution No. 3150 and Resolution No. 3151 for the reasons set forth in this staff report.



**EXECUTIVE SUMMARY:**

Public contracting (also referred to as “public procurement”) refers to the City’s efforts to procure goods or services. On May 20, 2024, City Council adopted Ordinance No. 891, which will be effective as of July 1, 2024. Ordinance No. 891 will repeal and replace what is currently City Code sections 2.310-2.319. These parts of the City’s Code contain rules that apply to the City’s public contracting activities. City staff recommend that City Council adopt Resolution No. 3150 and Resolution No. 3151 for the following reasons.

**I. Resolution No. 3150 – Administrative Rules Relating to Public Contracting Activities**

A draft of the administrative rules attached as **Exhibit A** to Resolution No. 3150 (which is **Attachment 1**) (the “Proposed Administrative Rules”) was presented to City Council during the work session held on March 18, 2024. In addition, portions of these Proposed Administrative Rules were discussed at the work session held on February 22, 2024, and during Legal Business at the meeting held on April 1, 2024.

After July 1, 2024, the parts of the current City Code that relate to City Council, in its capacity as the “Local Contract Review Board” (a term that is meaningful under the Oregon Public Contracting Code); application of state law; and, the delegation of limited authority to the City Manager and Community Development Director will remain in City Code. The plan that City staff has presented to City Council calls for all other parts of the current City Code relating to public contracting activities to be moved into administrative rules; by adopting resolution No. 3150, City Council will do this.

Here is a high-level summary of the more significant proposed changes to current City Code that are reflected in the Proposed Administrative Rules:

- The new term “Professional Service” is added, which is the term used colloquially by City staff. This term is equivalent to the term “Personal Services” used under the Oregon Public Contracting Code. Further, direct appointment of Professional Services for contracts of up to \$100,000 will be allowed (current City Code allows for direct appointment of these services only for contracts with a value of up to \$25,000). In other words, the Proposed Administrative Rules increase the threshold at which City staff can avoid competitive procurements processes for Professional Services by \$75,000.
- There is a new reporting requirement, in Section 3, which has been added to ensure that City Council remains apprised of certain contracts approved that will be approved by the City Manager without City Council’s prior approval (e.g., contracts that have a value of between \$100,000 and \$250,000, and contract amendments that result in an increase in the aggregate value of the contract of between 15% and 25%). This reporting requirement has been added in connection with changes implemented by Ordinance No. 891, which increase the City Manager’s contract approval authority.

- There are new exemptions from competitive procurement requirements for:
  - o Partnerships with non-profit organizations to promote environmental stewardship,
  - o the National Citizen Survey, and
  - o Public art.
- The existing exemption related to computer equipment and software has been expanded.

Most other language within the Proposed Administrative Rules comes from current City Code. In limited instances this language has been reformatted, reorganized, or reworded for greater clarity.

## II. Resolution no. 3151 – Technical Fix to Public Art Policy and Guidelines

Any City procurement activity related to “Public Art” must comply with the City’s Public Art Policy and Guidelines (“Public Art Policy”). Section VII(A)(9) of the Public Art Policy currently states:

“In accordance with Wilsonville City Code Section 2.313(1)(a), if the cost of a proposed Public Art project is expected to exceed \$100,000, the City Council must approve the contract for the procurement of the artwork.”

Ordinance No. 891 repeals and replaces this part of City Code, and increases this approval threshold. Therefore, Resolution No. 3151 amends and restates this part of the Public Art Policy to align it with the changes to City Code that will take effect on July 1, 2024.

### **EXPECTED RESULTS:**

Adoption of Resolution No. 3150 and Resolution No. 3151

### **TIMELINE:**

July 1, 2024: Effective date of Resolution No. 3150 and Resolution No. 3151

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

N/A

### **COMMUNITY INVOLVEMENT PROCESS:**

The update to the City’s local public contracting regulations in Ordinance No. 891 went through a public noticing and public hearing process.

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

Adopting Resolution No. 3150 and Resolution No. 3151 will provide for better alignment between the City’s new Public Procurement Code and its Public Art Policy, and will complete the work envisioned during City Council’s consideration of Ordinance No. 891. These resolutions are an integral part of the City’s work over the past six months to update and add clarity to its public procurement rules.

**ALTERNATIVES:**

If Resolution No. 3150 is not adopted, certain rules regarding public contracting, which are currently part of City Code, will be removed from City Code as of July 1, 2024. This is not intended. This language was intentionally omitted from Ordinance No. 891 because staff recommended, and Council directed, for this language to be moved into administrative rules adopted via resolution. Failing to adopt Resolution No. 3150 will result in incomplete execution of this plan, and the inadvertent deletion of certain rules regarding public procurement activities from City Code (e.g., rules regarding disposition of surplus property). City staff do not recommend this.

If Resolution No. 3151 is not adopted, the City's Public Procurement Code and its Public Art Policy will be incongruent. City staff do not recommend this.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3150
  - A. Exhibit A: Administrative Rules
2. Resolution No. 3151

**RESOLUTION NO. 3150**

**A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING ADMINISTRATIVE RULES RELATING TO PUBLIC CONTRACTING ACTIVITIES.**

WHEREAS, the City Council of the City of Wilsonville (“City Council”) is the local contract review board for the City of Wilsonville, as authorized by ORS 279A.060 and Wilsonville Code Section 2.310; and

WHEREAS, ORS 279A.065(6) authorizes local contract review boards to adopt rules of procedure for public contracts; and

WHEREAS, the City Council adopted Ordinance no. 891, effective July 1, 2024, which will repeal and replace Wilsonville Code Sections 2.310 through 2.319 that provide rules regarding public contracting activity; and

WHEREAS, City Council has determined that certain portions of Wilsonville Code Sections 2.310 through 2.319 should be removed from the City’s code, and inserted into a new set of administrative rules relating to public contracting activities, with the same effective date as Ordinance no. 891.

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

Section 1. The document attached hereto as **Exhibit A** is hereby adopted as the Administrative Rules Relating to Public Contracting Activities.

Section 2. Effective Date. This Resolution is effective as of July 1, 2024.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17<sup>th</sup> day of June, 2024, 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 Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

- A. Administrative Rules regarding public contracting activities

## Exhibit A to Resolution No. 3150

### Administrative Rules Relating to Public Contracting Activities

#### 1. Definitions

"Land Use Decision" has the meaning provided by ORS 197.015.

"City Manager" means the City of Wilsonville City Manager or designee.

"City Public Contracting Code" means WC 2.308 through 2.312, as codified by Ordinance no. 891 (2024), as may be amended from time to time.

"Model Rules" means the rules of procedure prepared and maintained by the Oregon Attorney General pursuant to ORS 279A.065, which are currently numbered Divisions 47 through 49 of Chapter 137 of the Oregon Administrative Rules, as may be amended or renumbered from time to time.

A "Professional Service" is a service that requires specialized technical, creative, professional, or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of accountants, appraisers, auditors, and other licensed professionals, designers, computer programmers, performers, consultants, and property managers; *except that*, as used in these Administrative Rules, "Professional Services" do not include architectural, engineering, photogrammetric mapping, transportation planning or land surveying services, or related services, as those terms are defined in ORS 279C.100. "Professional Services" are equivalent to the term "Personal Services" used in the Oregon Public Contracting Code.

"Oregon Public Contracting Code" means Oregon Revised Statutes chapters 279A, 279B, and 279C. Unless specifically defined in the City Public Contracting Code, terms shall have the meaning set forth in the Oregon Public Contracting Code.

"Public Art Policy" means the City's Public Art Policy and Guidelines, initially adopted via Resolution No. 3081, as it may be amended from time to time.

#### 2. General

2.1. The purpose of these administrative rules is to: (i) refine, supplement, and provide specificity to the regulations in the City Public Contracting Code ; and (ii) provide City personnel direction on implementing the City Public Contracting Code.

- 2.2. The City may give notice of Public Improvement Contracts by electronic publication where City Council finds that such publication is likely to be cost effective, as provided in ORS 279C.360.
- 2.3. When engaging in Procurement or Public Contracting activities, the City shall:
- 2.3.1. Abide by City purchasing procedures and administrative policies adopted by City Council or the City Manager;
  - 2.3.2. Operate within its budget, or seek supplemental budgetary authority from City Council;
  - 2.3.3. Plan purchase requirements sufficiently in advance so that orders can be placed in economical quantities; and,
  - 2.3.4. Negotiate purchases on the most favorable terms reasonably possible.
3. **Reporting to City Council.** The City Manager shall, no less than once per calendar quarter, provide a report to City Council that lists and provides a brief description of each contract that: (i) is approved by the City Manager pursuant to WC 2.312(1)(a) that has a value of between \$100,000 and \$250,000, (ii) is approved by the City Manager pursuant to WC 2.312(1)(b), and (iii) is approved by the City Manager pursuant to WC 2.312(1)(c) that results in an increase in the aggregate value of the contract of between 15% and 25%.
4. **Exemptions from Competitive Procurement Requirements.**
- 4.1. The City may use any exemption available under the Oregon Public Contracting Code or Model Rules.
  - 4.2. When a contract is exempt from a competitive procurement requirement, the City shall use reasonable efforts to ensure it is obtaining goods or services on the best terms (e.g., price and quality).
  - 4.3. The following classes of public contracts are hereby exempted from competitive procurement requirements. The City may engage in these procurements in any manner deemed practical or convenient, including by direct selection or award:
    - 4.3.1. An agreement entered into between the City of Wilsonville and a person responsible for carrying out conditions of approval of a land use decision of the City of Wilsonville;
    - 4.3.2. Purchase of items for which prices or selection of suppliers are regulated by a governmental authority;
    - 4.3.3. Purchase of library lending materials and periodicals;

- 4.3.4. Purchase of used items;
- 4.3.5. Advertising contracts;
- 4.3.6. Contracts for equipment maintenance, repair, and overhaul;
- 4.3.7. Purchases under established price agreements;
- 4.3.8. Purchases of gasoline, diesel fuel, heating oil, lubricants and asphalt;
- 4.3.9. Contracts for oil or hazardous material removal services;
- 4.3.10. Investment contracts;
- 4.3.11. Partnerships with non-profit organizations to promote environmental stewardship; and,
- 4.3.12. The National Citizen Survey.

4.4. Professional Services.

- 4.4.1. The City may procure Professional Services with an estimated aggregate contract price that does not exceed \$100,000 in any manner deemed practical or convenient, including by direct selection or award. Any Professional Services with an estimated aggregate contract price in excess of \$100,000 will be procured in accordance with the Model Rules, particularly OAR Chapter 137, Division 48. Services that are specifically excluded from the definition of Professional Services must be procured in accordance with the Oregon Public Contracting Code and the Model Rules.
- 4.4.2. The following criteria may be considered in the evaluation and selection of a personal service contractor:
  - 4.4.2.1. Specialized experience in the type of work to be performed;
  - 4.4.2.2. Capacity and capability to perform the work, including any specialized services within the time limitations for the work;
  - 4.4.2.3. Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, the exercise of discretion, ability to meet schedules, and contract administration, where applicable;



4.4.2.4. Availability to perform the assignment and familiarity with the area in which the specific work is located, including knowledge of design or techniques peculiar to it, where applicable; and,

4.4.2.5. Any other factors relevant to the particular contract.

4.5. Public Art. The City may award a contract for “public art,” as that term is defined in the Public Art Policy, in accordance with the procurement requirements specified in the Public Art Policy.

4.6. Computer Equipment and Software.

4.6.1. The City may award a contract or renew existing contracts for the following information technology systems or system components in any manner deemed practical or convenient:

4.6.1.1. Contracts for the purchase or lease of computer software or hardware, including, but not limited to, software-as-a-service software or subscriptions for cloud-based services, audio-visual systems or components, telecommunication systems or components, GIS/GPS systems or components, and office photocopiers;

4.6.1.2. Contracts for the purchase or lease of infrastructure, systems, or components of a system, that requires closed source software to operate or that the City deems to be vulnerable to corruption or harmful unauthorized access;

4.6.1.3. Contracts to upgrade any systems described in this Section 4.6; or

4.6.1.4. Contracts for maintenance or training related to any systems described in this Section 4.6.

4.6.2. If the City enters into a contract for a system or system component described in this Section 4.6 by direct selection or award, the City shall document the basis for the City’s decision to use a specific vendor (e.g., it is beneficial for the City to work with the City’s current vendor in order to utilize the pre-existing knowledge of the vendor regarding the specifics of the City’s computer system, or to keep the specifics of the City’s computer systems confidential).

## 5. Surplus Personal Property Disposition

Disposition of surplus personal property may be made, at the discretion of the City Manager, under provisions of the Oregon Public Contracting Code, or the Model Rules, or under the provisions of this section.

- 5.1. Notice Requirement. From time to time and after personal property owned by the City of Wilsonville is determined by the City Manager to be surplus to the needs of the City, the City may sell the property at public auction. The City shall give notice of the public auction by posting notice of the means by which the property will be disposed of on the City of Wilsonville's website, or by advertisement in a newspaper of general circulation.
- 5.2. Auction Procedures. Auction sales may be conducted entirely on the internet. The surplus property shall be sold for cash to the highest bidder. All proceeds of the sale shall be paid to the City's general fund, subject to the terms and conditions of the contract (if any) between the City of Wilsonville and the company selected to conduct the auction.
- 5.3. Property Sold As-Is. All personal property sold pursuant to this section shall be sold as-is without any warranty, either express or implied, of any kind, including but not limited to warranties of title or fitness for any purpose. Upon receiving payment for the personal property from the successful bidder, the person or company conducting the auction shall execute an appropriate bill of sale, which shall recite that the sale is without warranty, as provided in this sub-section.
- 5.4. Sale without an Auction. The City may sell surplus personal property by a negotiated sale to a specific buyer if the value of the property is estimated to be less than the cost of the auction sale and expected proceeds. Surplus property which has a value of less than \$500.00, or for which the costs of a negotiated sale are likely to exceed the expected sale proceeds, may be disposed of by any means determined to be cost effective, including by disposal as waste. Alternatively the City may transfer personal property without remuneration or only nominal remuneration to another public agency or any recognized non-profit organization.

## 6. Bid Rejection; Appeal of Disqualification

- 6.1. Bid Rejection. The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids if it is in the public interest to do so, including for, but not limited to, the following reasons:
  - 6.1.1. The person does not have sufficient financial ability to perform the contract; Evidence that the person can acquire a surety bond in the amount and type required shall be sufficient to establish financial ability;

- 6.1.2. The person does not have equipment available to perform the contract;
  - 6.1.3. The person does not have personnel or sufficient experience to perform the contract; or
  - 6.1.4. The person has breached contractual obligations.
- 6.2. Appeal of Disqualification. A person who has been disqualified as a bidder may appeal such disqualification to City Council as follows:
- 6.2.1. The person shall, within three business days after receipt of notice of disqualification, in writing, notify the City Recorder that the person wishes to appeal the disqualification;
  - 6.2.2. Upon receipt of such written notice of appeal, the City Recorder shall inform City Council;
  - 6.2.3. As soon as is practicable upon receipt of notice of appeal, City Council shall notify the person appealing the time and place of the public hearing; or
  - 6.2.4. City Council shall consider *de novo* the notice of disqualification, the record of the investigation made by the City Manager, Community Development Director, or City Engineer, and any evidence provided by the parties. City Council must document its decision and reasons therefore in writing.

**RESOLUTION NO. 3151**

**A RESOLUTION OF THE CITY OF WILSONVILLE AMENDING THE PUBLIC ART POLICY AND GUIDELINES.**

WHEREAS, the City Council of the City of Wilsonville (“City Council”) is the local contract review board for the City of Wilsonville, as authorized by ORS 279A.060 and Wilsonville Code Section 2.310; and

WHEREAS, ORS 279A.065(6) authorizes local contract review boards to adopt rules of procedure for public contracts; and

WHEREAS, the City Council adopted Ordinance No. 891, effective July 1, 2024, which will repeal and replace Wilsonville Code Sections 2.310 through 2.319 that provide rules regarding public contracting activity; and

WHEREAS, Section VII(A)(9) of the City’s Public Art Policy and Guidelines must be updated to conform this document with these imminent changes to the Wilsonville Code.

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

Section 1. Section VII(A)(9) of the City’s Public Art Policy and Guidelines is hereby amended and restated as follows: “Public Art projects are subject to approval in accordance with Wilsonville City Code Section 2.313, as may be amended from time to time, and the City’s related administrative rules relating to public contracts.”

Section 2. Effective Date. This Resolution is effective as of July 1, 2024.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17<sup>th</sup> day of June, 2024, 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 Linville

Councilor Berry

Councilor Dunwell

**Proclamation**  
***Pollinator Week***  
**June 17-23, 2024**

**WHEREAS**, pollinators, such as thousands of species of bees, are essential partners in producing much of our food supply; and

**WHEREAS**, pollinators provide significant environmental benefits that are necessary for maintaining healthy, diverse ecosystems in towns and cities; and

**WHEREAS**, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and

**WHEREAS**, the City manages parks, public landscaping, and other public lands that may include greenways and wildlife habitats; and

**WHEREAS**, the City provides recommendations to residents and property owners regarding landscaping to promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats; and

**WHEREAS**, in August 2017, the City Council adopted a resolution designating Wilsonville a Bee City USA affiliate; and

**WHEREAS**, Bee City USA is a nationwide effort to foster ongoing dialogue in urban areas to raise awareness of pollinators and the role they play in our communities and what each of us can do to provide them with healthy habitat; and

**WHEREAS**, Bee City USA corresponds with many of the existing “Bee Stewards” program initiatives, such as creating pollinator habitat, developing an integrated pest management plan for City properties and facilities, and raising community awareness and participation in pollinator conservation.

**NOW, THEREFORE, the Wilsonville City Council proclaims June 17-23, 2024, as:**

**“POLLINATOR WEEK”**

**IN WITNESS WHEREOF**, We set our hands and cause the seal of the City of Wilsonville to be affixed this 17<sup>th</sup> day of June, 2024.

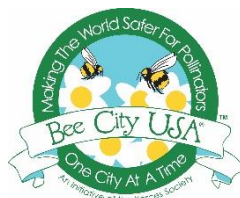
\_\_\_\_\_  
**Mayor Julie Fitzgerald**

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

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

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

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





## **Proclamation Designating July 2024 as Park and Recreation Month**

WHEREAS, parks and recreation programs are an integral part of communities throughout the country, including the City of Wilsonville; and

WHEREAS, parks and recreation are vitally important to establishing and maintaining the quality of life in our communities; and

WHEREAS, parks and recreation programs build and maintain healthy, active communities; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, the attraction and retention of businesses, and increased tourism; and

WHEREAS, community recreation programs at parks and recreation facilities provide children a safe refuge and place to play; and

WHEREAS, parks and natural recreation areas are fundamental to the environmental well-being and ecological beauty of our community; and

WHEREAS, our parks and natural recreation areas provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, parks and recreation facilities reduce fuel costs and commute times by providing places close to home to relax, exercise, and reduce stress; and

WHEREAS, the City of Wilsonville recognizes the benefits derived from parks and recreation resources:

NOW THEREFORE, I, Julie Fitzgerald, Mayor of Wilsonville do hereby declare July as Park and Recreation Month in the City of Wilsonville and encourage all citizens to visit our local parks and participate in our community's park and recreation programs.

---

Julie Fitzgerald, Mayor  
Dated: June 17, 2024

### From The Director's Office

Greetings,

Earth Day is an annual event observed on April 22nd to demonstrate awareness of the importance of a healthy blue planet and support for environmental protection. First held on April 22, 1970, the day now includes a wide range of events coordinated globally that include 1 billion people in more than 193 countries. The City of Wilsonville has a long history of celebrating Earth Day through Council proclamations, presentations, events, and activities for community members.

This year for Earth Day, Kerry Rappold, Natural Resources Manager and Jim Cartan, Environmental Specialist teamed up with the West Linn-Wilsonville School District's Center for Research in Environmental Sciences and Technologies (CREST) to host over 200 community members in celebrating all that is a healthy planet earth. With exhibitors from Friends of Trees, Clackamas County Sustainability, Republic Services, Bosky Dell Native Plants, Ash Creek Forestry, Backyard Habitat Certification Program, the West Linn Sustainability Club, and the High School Bird Club, the event was well attended with many engaged participants learning different ways they can contribute to a healthy planet.

This year's Earth Day celebration included family friendly activities, bird house building, prizes, and refreshments resulting in a full-day of celebrating environmentalism and the land that connects us all. I am very proud of Jim and Kerry's extra efforts during Earth Day and appreciate them sharing their expertise and passion with the community.

Respectfully submitted,

Chris Neamtzu, AICP

Community Development Director





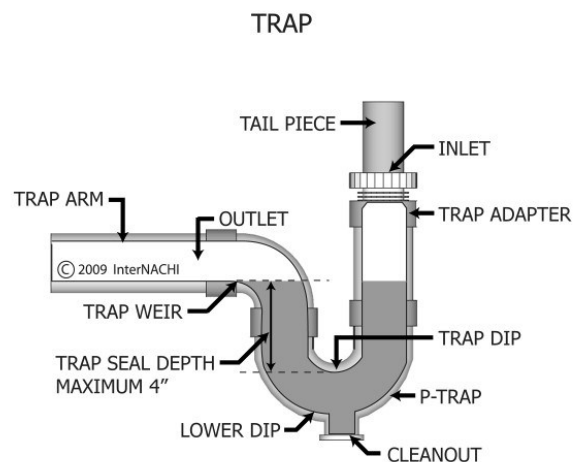
## Building Division

### Plumbing Safety- The “P-Trap”

Bag Trap, Bottle Trap, Bell Trap, Running Trap, and S-Trap. These are but a few of the names for the device in the plumbing system that protects the occupied space from noxious and harmful gases that exist in the waste piping of homes and buildings. It is probably the most easily recognized fitting and is called a “p-trap” because of its shape. The p-trap has been around for over 300 years and together with its protective vent piping keeps us separated from the nastiness in the sewer. It does this by trapping water in its distinctive curve. The water forms a seal which contains the gases in the waste line where they belong, and not in our buildings.

A p-trap must meet rigid design requirements. The water in the trap must not be too deep or too shallow. The plumbing code requires a minimum of 2 inches and a maximum of 4 inches. The trap must not have any obstructions or restrictions that would cause a blockage in the drain. The trap must be self-scouring. It must siphon water, yet quickly allow the vacuum to break at just the right time in order for enough water to remain in the trap to keep the seal. If you ever dropped a ring in the sink and it was caught in the p-trap, you were just lucky. The trap is not designed to catch debris, if it was it would catch hair, paper, and anything else that goes down the drain.

Some traps are internal to the plumbing fixture, and some are external. For an example of an internal trap, look at the side of your toilet and you can see the outline of the bowl and the trap cast into the body of the fixture. Look under any sink and you will see the external type. Even showers, bathtubs, and floor drains have p-traps but you can't see them easily because they are usually hidden beneath the floor. Next time you walk into a bathroom and notice how nice and clean it smells, you can thank the hardest working member of the plumbing family, the p-trap.



## Economic Development Division

### Affordable Housing Developer Meeting

In support of the Council's goal to continue the implementation of the Equitable Housing Strategic Plan, Economic Development and Planning staff met with representatives of [Greenlight Development](#), a regional developer of affordable and market rate housing. They are interested in building a project in Wilsonville, when and where conditions allow. We were able to learn about their approach and their portfolio of work, and we were able to share more information about Wilsonville and the Equitable Housing plan.

### Business Retention & Expansion

Staff met with local food manufacturer, Better Bean. They have aspirations to grow and are seeking capital in order to facilitate that growth. Staff is working with partners, Oregon Manufacturing Extension Partnership (OMEP), and potentially Business Oregon in order to look at technical assistance and forthcoming grants for Oregon food manufacturers.



### Celebrate Trade

On behalf of Mayor Fitzgerald and the City Council, staff attended the annual Celebrate Trade event at the Portland Art Museum. Each year the Oregon Consular Corps, the Port of Portland, Nike, the City of Portland, and the State of Oregon, along with esteemed associates in international trade and business, host Celebrate Trade as part of Oregon's emphasis on recognizing and growing international trade. Staff were seated with Greg Caldwell and the delegation from Korea.



### Child Care Consortium

The Child Care Provider Consortium met twice in May. We intend to brief the Council in the coming months about what has been discussed in previous meetings, as well as what the group would like to do as we move forward. They are looking at creative, sustainable, and feasible ways we may be able to stabilize existing Wilsonville Child Care providers, as well as attract more providers to the area, while also making child care more affordable for families.



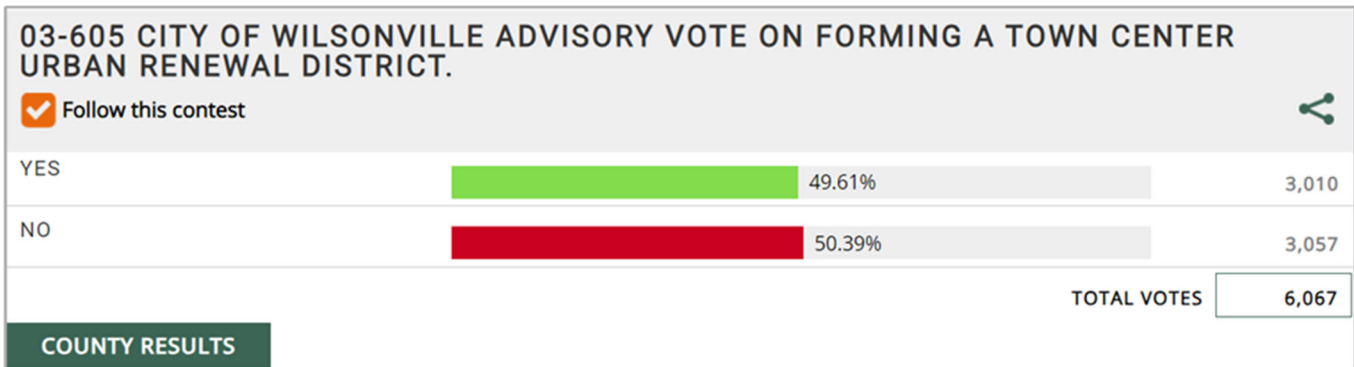
### Local Business Newsletter

The May 2024 edition of the Local Business Newsletter <https://mailchi.mp/ci.wilsonville.or.us/local-biz-news-0524> went out on May 16 to a distribution list of 610 recipients. 245 recipients opened the email—41.1%. Content in the newsletter included:

- Information about a Manufacturing and Welding Job Fair at Clackamas Community College on May 30<sup>th</sup>
- A DW Fritz annual event: Women in Tech. The event will be held on June 26 at DW Fritz's facilities in Wilsonville
- A highlight for one of our partners: MESO – Micro Enterprise Services of Oregon
- Info on Measure 3-605
- Economic Indicator data from Washington and Clackamas counties
- Information about the Boeckman Road Corridor Project and the Willamette Water Supply Project

## Economic Development Division

### Measure 3-605: Town Center Urban Renewal



As we wrap up the month of May, it is time for reflection. All indicators point to a loss for Measure 3-605, although there are still a handful of votes to be counted and/or contested.

Where do we go from here? Is the election outcome an accurate representation of attitudes in the community regarding urban renewal? The Town Center Plan? Both? Neither? Commentary on social platforms and opinion articles was rife with misinformation and misunderstanding. Does half the voting population oppose urban renewal and the Town Center Plan, or was there a segment of 'no' voters that were simply misinformed? Why did over 300 people cast a ballot without voting on this particular measure?

The City Council and staff must grapple with these questions and others.

### Westside Economic Alliance – Mayor’s Forum

Staff accompanied Mayor Julie Fitzgerald and the annual Mayor’s Forum hosted by the Westside Economic Alliance (WEA). WEA summarized the meeting thusly:

“Cities in Oregon face unique challenges when it comes to funding services, but chief among these are the 1990's era voter approved measures known as Measures 5 and 50.

“According to the League of Oregon Cities:

*“Measures 5 and 50 have had an enormous negative impact on the ability of cities and other local governments to meet the basic service needs of their citizens. These constitutional changes significantly reduced city revenues by detaching property taxes from market value, imposing permanent district tax rates, capping property tax growth, and setting arbitrary limits on local taxation. With their local autonomy compromised, cities sink deeper into a financial hole as costs continue to rise, populations grow and community demands for services increase.”*

“Here is what we learned at this last week's forum: when given the option to use a "magic wand" to fund any project or program, not one of the Mayors brought forth a pie-in-the-sky funding request. Instead, they turned to the most basic needs of their cities: funding for infrastructure, investments in sidewalks, and projects to help create complete communities.

“The Mayors and their staff are on the frontlines of providing basic services to our residents. It's time we give them the tools they need. Not the least of which should include adequate funding for current services, a moratorium on unfunded mandates from the state, and a hard look by advocates at what it would take to reform our current taxing structure”.



## Engineering Division, Capital Projects

### **2023 Street Maintenance (4014/4118/4717)**

The following improvements were performed by S-2 Contractors:

- Boeckman Road (near I-5 Overpass): Road base reconstruction, paving and re-striping.
- Wilsonville Road (between I-5 and Kinsman Road): Spot fixed failed road base, surface asphalt grinding and replacement, and re-striping.
- Wilsonville Road (near Rose Lane): Road base reconstruction, all paving and striping.

Staff has performed a final inspection; however, the bike and crosswalk striping on Wilsonville Road did not fully meet the obligations of the contract and will need to be fixed. Because the work is on Wilsonville Road, the City is requiring this work to be performed at night and is waiting for temperatures to come up so that the final product can be applied. This work is expected to happen in May or June of 2024.

### **2024 Street Maintenance (4014/4717)**

Currently scheduled for bid opening on May 21 and Council award on June 3, this project aims to:

#### **Boones Ferry Road (Wilsonville Road to Bailey Street)**

- Reconstruction of pavement section
- Updating of all non-compliant ADA pedestrian ramps
- Pedestrian signal improvements at Boones Ferry Road at the entrance to Fred Meyer
- Updating of the mid-block pedestrian crossing near Killer Burger

#### **Bailey Street (Boones Ferry Road to cul-de-sac near Subaru Dealership)**

- Reconstruction of pavement section
- Updating of all non-compliant ADA pedestrian ramps

#### **Boberg Road (Boeckman Road to Barber Road)**

- Reconstruction of entire road section

The construction of this project is expected to occur between June-August of 2024.

### **Boberg (Sewer) Manhole Replacement (2100)**

This project just completed replacement of a sewer manhole and installation of an internal diversion structure adjacent to the new Public Works campus. This diversion structure will send flows from one sewage basin that sees high stormwater flows through inflow and infiltration (I&I) during rain events, to be diverted to a lower flow sewage basin. This diversion will reduce the potential of any sewage backups in the higher flow basin.

### **Boeckman Creek Flow Mitigation (7068)**

This project will look at storm water flows coming off the Siemens site towards Boeckman Creek. Historically, these flows were directed towards the Coffee Creek wetlands, but with development of the Siemens site, flows were altered to head towards Boeckman Creek in the 1980s. These flows are needed to return to their natural waterways with the installation of the new Boeckman bridge. Vegetation clearing is complete between SW Parkway and SW Ash Meadows, and surveying and geotechnical borings are underway. These field investigations should be completed near the end of summer.

## Engineering Division, Capital Projects

### **Boeckman Creek Interceptor (2107)**

This project will upsize the existing Boeckman Creek Interceptor sewer collection pipeline in order to support the development of the Frog Pond area. A regional trail will be installed as a part of the maintenance path from Boeckman Road to Memorial Park. Field investigations of the original area are finished, however, it was determined additional field investigations are needed to complete the routing study. Capital improvement project (CIP) 7054, Gesellschaft Water Well Channel Restoration, will also be brought into this project to minimize City design and construction costs. Consultant proposal for additional work was accepted, and data is being gathered near the west side of the Wilsonville Bridge at Boeckman Creek. Once additional information is collected, analyzed, and reviewed, a public open house will be held to seek input on the design to refine the layout. Currently, project constraints are being analyzed to help determine required design elements. Dates for outreach events will be set at appropriate times with advertising in advance of the events.

### **Boeckman Road Corridor Project (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. The Tapani-Sundt Joint Venture is now complete with design. Property acquisitions are advancing, and very nearly complete. This project has been divided into several guaranteed maximum price (GMP) packages. .

- **GMP 1: Temporary Traffic Signal at Stafford Road and 65th Ave**
  - ◇ Complete!
- **GMP 2: Meridian Creek Culverts, House Demo**
  - ◇ Complete!
- **GMP 3: Bridge, Roundabout, and Road Widening**
  - ◇ Sewer line installation is under way, with flagging in each direction. The signal at Wilsonville Road and Boeckman will be shutdown from 9:15-3:15 as the work nears the intersection and completion.
  - ◇ Joint utility trenching underway through various sections on the project.
  - ◇ Work in the roundabout at Canyon Creek and Boeckman is underway. Work is starting on the Siemens site, as well as utility work through the intersection.
  - ◇ Pile driving activities (pictured) started mid-May. This activity is expected to generate significant noise. Outreach activities have been targeting informing the public well in advance of this work.



The entire project is expected to be complete in Fall 2025.

## Engineering Division, Capital Projects

### Charbonneau Lift Station (2106)

This project involves replacing the Charbonneau wastewater lift station with a submersible lift station and replacing the force main from the station to the I-5 bridge. The design contract was awarded to Murraysmith in December 2021, and final design was completed in October 2023. A construction contract with Tapani, Inc. was awarded by City Council in December 2023, with construction anticipated for completion in September 2024.

### West Side Level B Reservoir and Transmission Main (1149)

This project will design and construct a new three million gallon water reservoir just west of City limits, along with a 24-inch transmission main connecting to the City water system. City Council awarded the design contract to Consor in February 2023. Design will be completed in spring of 2024, followed by construction in 2024-2025.

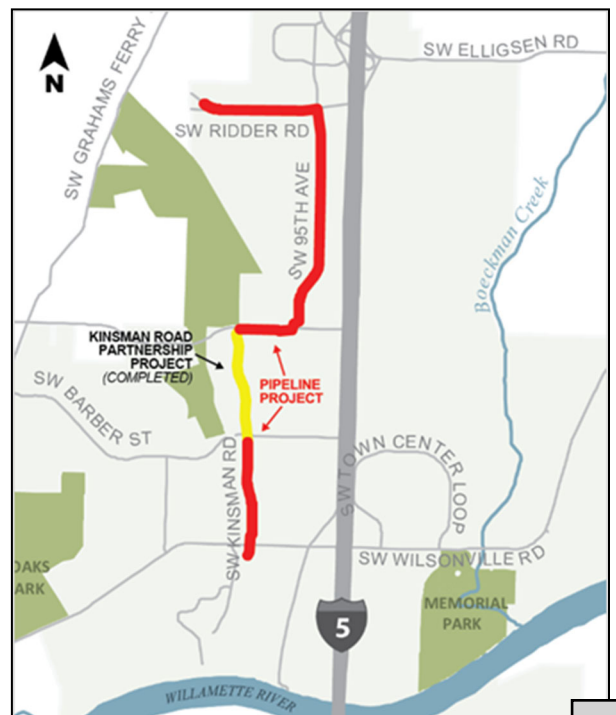
### WTP Expansion to 20 MGD (1144)

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. Final design was completed in coordination with the CMGC in March 2022. Construction began in June 2022, with completion expected in June 2024.

### WWSP Coordination (1127)

Ongoing coordination efforts continue with the Willamette Water Supply Program (WWSP). Here are the updates on major elements within Wilsonville:

- **Phase 1, Wilsonville Road (PLM\_1.1)** Arrowhead Creek Lane to Wilsonville Road—**COMPLETE**
- **Phase 2, Garden Acres Road to 124th (PLM\_1.2)** Ridder Road to Day Road—**COMPLETE**
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM\_1.3)** The WWSP’s last section of transmission pipeline to be constructed in the City of Wilsonville began in fall 2022, with completion planned for 2024. It will connect the remaining portion of the pipeline through Wilsonville and has an alignment along Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road (see image). The Engineering Division is currently in the process of reviewing final plans and coordinating construction. The trenchless crossing under Wilsonville Road and under Boeckman Road have been completed. Pipe install on the northern half of 95th Avenue to Ridder Road has been completed and restoration of the sidewalk, curb, and gutter on the east side of the road is ongoing. The east side of 95th Avenue from Hillman Court to Ridder Road has been temporarily paved and is opened to two way traffic, with permanent concrete road panel restoration to follow in Summer 2024. Pipe installation and water main relocation began on 95th Avenue from Hillman Court to Boeckman Road at the end of February 2024. Pipe installation has been completed on Kinsman Road between Wilsonville Road and Barber Street, and the contractor has begun restoring the concrete road panels on the west side of Kinsman Road.



## Engineering Division, Private Development

### Residential Construction Activities

#### *Canyon Creek South Phase 3*

The contractor paved at the beginning of December. The contractor continues to work on punchlist items for closeout. The City awaits submittal of construction drawings for the open space improvements.

#### *Frog Pond West*

Frog Pond West continues to see significant construction activities. Housing construction in the Frog Pond Ridge, Frog Pond Crossing, Frog Pond Oaks and Frog Pond Vista subdivisions is on-going.

- Frog Pond Crossing subdivision, a 29-lot subdivision located north of Frog Pond Lane, was paved at the end of July. The contractor is working on punchlist items for project closeout. Home construction is underway.

- Frog Pond Estates, 22-lot subdivision located south of Frog Pond Lane and west of Frog Pond Ridge, is working on final completion items.

- Frog Pond Oaks, a 41-lot subdivision located to the west of Frog Pond Crossing, is working to complete the new neighborhood park.

- Frog Pond Overlook, a 24-lot subdivision located north of Frog Pond Lane and west of Frog Pond Vista, started construction in May 2024.

- Frog Pond Primary, the new West Linn-Wilsonville School District primary school on Boeckman Road is working primarily onsite. Brisband Street is anticipated to be paved by mid-June.

- Frog Pond Terrace, a 19-lot subdivision located north of Morgan Farms, started construction in May 2024.

- Frog Pond Vista subdivision, a 44-lot subdivision to the west of Frog Pond Oaks, is continuing to work on punchlist items for project closeout. Home construction is underway.



Frog Pond Estates



Frog Pond Oaks Neighborhood Park

# Natural Resources Division

## 2023 IPM Activity Report

In May, City staff completed the 2023 Activity Report for the Integrated Pest Management (IPM) Plan. The IPM Plan was adopted in 2018, and this marks the fifth installment of the activity report. IPM offers a broad-based approach that relies on a combination of common sense practices. The IPM Plan identified management areas and key pests of concern and outlined approaches mindful of pest biology and the resources of the City while minimizing the risk associated with pest management.

Highlights from this year’s activity report include:

- The City’s continued reliance on cultural or mechanical controls over chemical practices
- The City’s new flail mower attachment, which improves the treatment of weedy plant species
- Goats browsed one acre of invasive plant species in Memorial Park
- Information about Mediterranean Oak Borer

The IPM Plan and activity reports from 2019 - 2023 are available at:

<https://www.ci.wilsonville.or.us/natural/page/integrated-pest-management>





## Planning Division, Current

### Administrative Land Use Decisions Issued

- 6 Type A Tree Permits
- 3 Type B Tree Permits
- 2 Class 1 Administrative Reviews
- 3 Class 2 Administrative Reviews
- 1 Class 1 Sign Permit

### Construction Permit Review, Development Inspections, and Project Management

In May, Planning staff worked with developers and contractors to ensure construction of the following projects are consistent with Development Review Board and City Council approvals:

- Industrial development on Day Road and Garden Acres Road
- Residential subdivisions in Frog Pond West

### Development Review Board (DRB)

DRB Panel A did not meet in May.

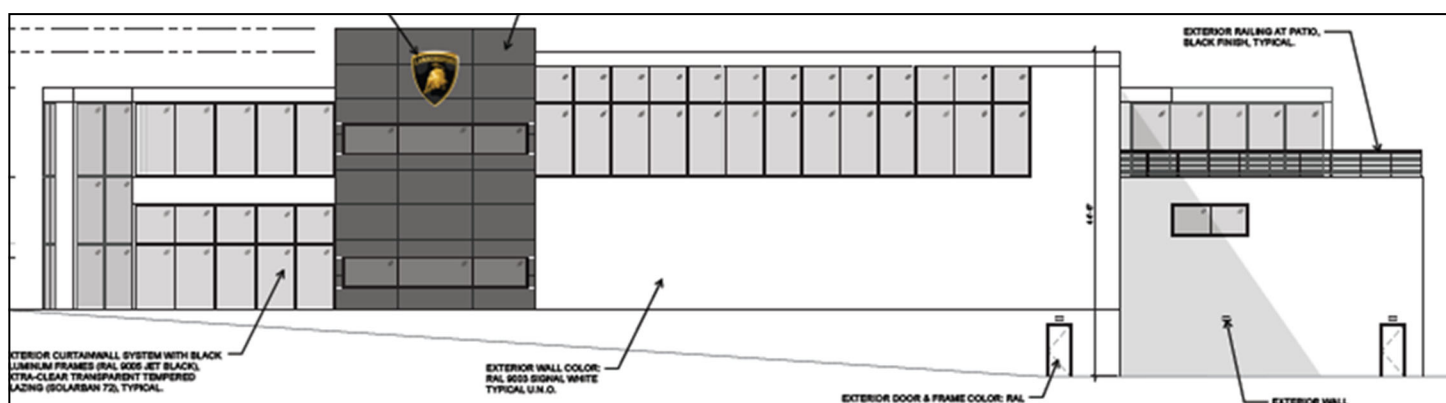
DRB Panel B did not meet in May.

### DRB Projects Under Review

During May, Planning staff actively worked on the following major projects in preparation for potential public hearings before the Development Review Board:

- New Lamborghini Dealership on SW Parkway Avenue in North Wilsonville along I-5
- New park in Frog Pond West

In addition, Staff spent substantial time in May on the appeal of the Class II application for Home Depot to City Council.



Proposed Elevation of Lamborghini Dealership Facing I-5

## Planning Division, Long Range

### Frog Pond East and South Master Plan

With the Frog Pond East and South Master Plan adopted in December 2022, the City is now focusing on implementation. Two outstanding implementation steps are in process: (1) Development Code amendments, and (2) an infrastructure funding plan. During May, the project team continued work on testing and refining draft code concepts, including holding work sessions with both the Planning Commission and City Council.



## FROG POND EAST & SOUTH MASTER PLAN

### Housing Our Future

This multi-year project will analyze Wilsonville's housing capacity and need followed by developing strategies to produce housing to meet the identified housing needs. This will build upon previous work, including the 2014 Housing Needs Analysis and 2020 Equitable Housing Strategic Plan. In May, the project held a work session with City Council to discuss additional public outreach options to inform the project's Housing Production Strategy (HPS). The City Manager appointed a project task force, which is composed of people involved in real estate development (nonprofit and for profit), organizations with existing industry knowledge and experience around housing and housing development, and other non-profit partners working in the Wilsonville community. The task force will hold its first meeting in June to review technical data from the project.

### Industrial Readiness Project

During May, the project team worked on finalizing contracts with consultants to support the first phase of the project, which will include specific work on the Basalt Creek industrial area between current City limits and Tualatin. The City has secured \$390,000 in grant funds from Business Oregon (\$100,000) and Metro (\$290,000) to support this project. During May staff also updated the City Council on the project and the City finalized an Intergovernmental Agreement with Metro to expend the Metro grant funds.

### Oregon White Oak Response Coordination and Leadership

In May, Associate Planner Georgia McAlister continued as a key member of the Mediterranean Oak Borer (MOB) task force, continuing to coordinate efforts between various City Divisions and Departments, as well as contract arborists, property owners, and others to diagnose and make a plan to address the declining health of a number of the City's Oregon White Oak trees.

Coordinating efforts from Parks, Community Development, and Administration helped facilitate the deployment of Oregon State University Research Student, Allison Monroe's, "Log Catch Experiment". The "Log Catch Experiment" is now underway in Edelweiss Park, Murase Plaza, Park at Merryfield, and the WES mitigation site with the intention to learn more about the pest's behavior. Coordination between staff and residents created the opportunity for entomologists with Oregon Department of Agriculture and Oregon Department of Forestry to investigate a removed tree in the Oak Patch neighborhood for patterns in the MOB's behavior. Traps continue to be set throughout the City on public and private property. Outreach to residents and educational information sharing will continue throughout the year as more is learned.

City-owned Oregon white oak trees, including those treated in the fall of 2023 for MOB infestation or prevention, are set to be inventoried in June which will inform the City on effectivity of treatment and spread of infestation.

## Planning Division, Long Range

### Planning Commission

The Planning Commission met on May 8. The Commission held a work session regarding the Frog Pond East and South development code amendment package. The work session focused on answering Commissioner questions from prior work sessions and reviewing the complete package of proposed City Code amendments.

### Transit-Oriented Development at the Wilsonville Transit Center

The Equitable Housing Strategic Plan identified exploration of Transit-Oriented Development (TOD) at the Wilsonville Transit Center as a near-term implementation action. Throughout 2023, the City worked with the project's selected developer, Palindrome, to refine development plans for the site. The proposed project includes 121 units of housing affordable to households making between 30% and 80% of Area Median Income, along with ground-floor tenants including a welcome center for SMART, a new home for Wilsonville Community Sharing, and a coffee house/taproom space. In May, City Council approved a Development and Disposition Agreement, which outlines the key terms of the agreement between the City and Palindrome for the development and construction of the project. The City continued its review of construction permit documents consistent with the Development Review Board's approval of the project, with development anticipated to begin in late summer.

General project information is available on the project website:

<https://ci.wilsonville.or.us/planning/page/wilsonville-transit-center-tod>

### Wilsonville Town Center Plan Implementation

During May, City staff continued implementation of a communications plan for the advisory vote on the establishment of an Urban Renewal District in Town Center. The project team also continued planning for implementation activities in 2024, including additional development opportunity studies and parking management strategies. These activities are anticipated to begin later this year.



**WILSONVILLE TOWN CENTER**

- **Budget FY24-25:** The budget book is ready to be submitted to the national Government Finance Officers Association for consideration of a Distinguished Budget Presentation Award. That process, application, and recognition is a best practice and a performance measurement expectation for the department. Special thanks to everyone for their thoughtful review and feedback, throughout the budget process.
- **Employee Development:** In May, both our Accounts Payable Specialist and Senior Accountant attended Tyler Technology’s annual conference—this year held in Indianapolis, Indiana. This is consistently an invaluable opportunity to network with other organizations, stay up-to-date with recommended best practices, and learn more about exciting new enhancements/things to come. Most notably, one of the spotlights this year, was on ways of further leveraging Artificial Intelligence (AI), and benefits of doing so. For example, (coming soon), ability to leverage AI to auto populate vendor invoice information, enabling us (in some scenarios) to pivot away from data entry, and instead, utilize these resources to REVIEW what populates.
- **Microsoft 365:** The City will be transitioning to Microsoft 365, later this year. This transition will significantly change the way we store files, and allow access. Benefits include, most notably, an increased ability also for collaboration (video calls, shared files, and calendars). In preparation, each department has selected two representatives, to help support their departments through testing, training, and homework items. As a component to this, each department is diligently reviewing their electronic records, per ORS records retention schedules, for those that can be purged.
- **Energy Management:** The City has partnered with the Energy Trust of Oregon to help identify ways the City can reduce its energy consumption footprint. By participating in this program, the City has an opportunity to complete different milestones to receive grant funds. As a component to this, the City’s “Energy Education Squad” (comprised of representatives throughout the various departments), has toured various facilities to assess each location, identifying opportunities for energy savings. Some of these identified opportunities will require a strategic plan, while others (e.g. reminders to staff surrounding turning off lights, and closing the blinds) are considered quick wins. The group has already achieved two key milestones, and is working on a third, which entails the creation of an energy management policy.
- **Attached Financials:** Finance continues to monitor all departments for on-going budget compliance.

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>110 - General Fund</b>				
Taxes	\$ 15,090,000	\$ 14,598,321	\$ 491,679	97%
Intergovernmental	4,102,373	3,874,336	228,037	94%
Licenses and permits	242,800	133,708	109,092	55%
Charges for services	413,164	447,829	(34,665)	108%
Fines and forfeitures	250,000	155,197	94,803	62%
Investment revenue	304,600	1,065,108	(760,508)	350%
Other revenues	681,450	827,636	(146,186)	121%
Transfers in	5,604,388	4,911,843	692,545	88%
<b>TOTAL REVENUES</b>	<b>\$ 26,688,775</b>	<b>\$ 26,013,978</b>	<b>\$ 674,797</b>	<b>97%</b>
Personnel services	\$ 12,185,032	\$ 10,160,777	\$ 2,024,255	83%
Materials and services	12,910,094	8,707,444	4,202,650	67%
Capital outlay	311,177	217,626	93,551	70%
Debt service	1,134,284	1,129,631	4,653	100%
Transfers out	10,388,870	4,171,577	6,217,293	40%
<b>TOTAL EXPENDITURES</b>	<b>\$ 36,929,457</b>	<b>\$ 24,387,056</b>	<b>\$ 12,542,401</b>	<b>66%</b>
<b>610 - Fleet Fund</b>				
Charges for services	\$ 1,722,180	\$ 1,578,665	\$ 143,515	92%
Investment revenue	8,200	49,156	(40,956)	599%
Other revenues	-	4,972	(4,972)	-
<b>TOTAL REVENUES</b>	<b>\$ 1,730,380</b>	<b>\$ 1,632,793</b>	<b>\$ 97,587</b>	<b>94%</b>
Personnel services	\$ 985,470	\$ 805,517	\$ 179,953	82%
Materials and services	801,417	579,975	221,442	72%
Capital outlay	303,800	181,292	122,508	60%
Transfers out	2,400	2,200	200	92%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,093,087</b>	<b>\$ 1,568,984</b>	<b>\$ 524,103</b>	<b>75%</b>
<b>230 - Building Inspection Fund</b>				
Licenses and permits	\$ 1,204,000	\$ 1,636,417	\$ (432,417)	136%
Investment revenue	71,700	146,890	(75,190)	205%
<b>TOTAL REVENUES</b>	<b>\$ 1,275,700</b>	<b>\$ 1,783,307</b>	<b>\$ (507,607)</b>	<b>140%</b>
Personnel services	\$ 1,076,940	\$ 802,907	\$ 274,033	75%
Materials and services	198,774	136,282	62,492	69%
Transfers out	346,058	317,229	28,829	92%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,621,772</b>	<b>\$ 1,256,418</b>	<b>\$ 365,354</b>	<b>77%</b>
<b>231 - Community Development Fund</b>				
Licenses and permits	\$ 852,302	\$ 1,046,017	\$ (193,715)	123%
Charges for services	743,714	406,797	336,917	55%
Intergovernmental	21,713	-	21,713	0%
Investment revenue	44,400	82,694	(38,294)	186%
Other revenues	-	25	(25)	-
Transfers in	3,443,935	2,461,714	982,221	71%
<b>TOTAL REVENUES</b>	<b>\$ 5,106,064</b>	<b>\$ 3,997,247</b>	<b>\$ 1,108,817</b>	<b>78%</b>
Personnel services	\$ 3,685,060	\$ 2,998,766	\$ 686,294	81%
Materials and services	803,584	418,822	384,762	52%
Transfers out	729,639	557,271	172,368	76%
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,218,283</b>	<b>\$ 3,974,858</b>	<b>\$ 1,243,425</b>	<b>76%</b>
<b>240 - Road Operating Fund</b>				
Intergovernmental	\$ 2,240,600	\$ 1,610,678	\$ 629,922	72%
Investment revenue	52,200	120,817	(68,617)	231%
Other revenues	-	14,904	(14,904)	-
<b>TOTAL REVENUES</b>	<b>\$ 2,292,800</b>	<b>\$ 1,746,400</b>	<b>\$ 546,400</b>	<b>76%</b>
Personnel services	\$ 524,370	\$ 366,061	\$ 158,309	70%
Materials and services	616,212	540,873	75,339	88%
Capital outlay	300,000	8,950	291,050	3%
Debt service	358,000	356,530	1,470	100%
Transfers out	2,795,962	2,132,197	663,765	76%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,594,544</b>	<b>\$ 3,404,611</b>	<b>\$ 1,189,933</b>	<b>74%</b>



	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>241 - Road Maintenance Fund</b>				
Charges for services	\$ 2,249,000	\$ 2,250,604	\$ (1,604)	100%
Investment revenue	87,100	133,798	(46,698)	154%
<b>TOTAL REVENUES</b>	<b>\$ 2,336,100</b>	<b>\$ 2,384,401</b>	<b>\$ (48,301)</b>	<b>102%</b>
Transfers out	\$ 4,235,000	\$ 2,618,044	\$ 1,616,956	62%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,235,000</b>	<b>\$ 2,618,044</b>	<b>\$ 1,616,956</b>	<b>62%</b>
<b>260 - Transit Fund</b>				
Taxes	\$ 6,000,000	\$ 6,151,239	\$ (151,239)	103%
Intergovernmental	4,174,500	4,342,563	(168,063)	104%
Charges for services	40,000	15,876	24,124	40%
Fines and forfeitures	5,000	7,189	(2,189)	144%
Investment revenue	425,100	645,151	(220,051)	152%
Other revenues	16,000	948	15,053	6%
<b>TOTAL REVENUES</b>	<b>\$ 10,660,600</b>	<b>\$ 11,162,965</b>	<b>\$ (502,365)</b>	<b>105%</b>
Personnel services	\$ 5,058,100	\$ 3,336,473	\$ 1,721,627	66%
Materials and services	3,239,530	2,318,560	920,970	72%
Capital outlay	2,060,000	608,201	1,451,799	30%
Transfers out	1,043,990	807,598	236,393	77%
<b>TOTAL EXPENDITURES</b>	<b>\$ 11,401,620</b>	<b>\$ 7,070,831</b>	<b>\$ 4,330,789</b>	<b>62%</b>
<b>510 - Water Operating Fund</b>				
Charges for services	\$ 10,104,780	\$ 8,443,644	\$ 1,661,136	84%
Fines and forfeitures	-	15,195	(15,195)	-
Investment revenue	324,500	939,573	(615,073)	290%
Other revenues	1,168,080	1,174,450	(6,370)	101%
<b>TOTAL REVENUES</b>	<b>\$ 11,597,360</b>	<b>\$ 10,572,863</b>	<b>\$ 1,024,497</b>	<b>91%</b>
Personnel services	\$ 687,800	\$ 440,145	\$ 247,655	64%
Materials and services	5,050,863	3,685,584	1,365,279	73%
Capital outlay	695,000	314,981	380,019	45%
Debt service	371,000	370,539	461	100%
Transfers out	13,039,912	4,384,477	8,655,435	34%
<b>TOTAL EXPENDITURES</b>	<b>\$ 19,844,575</b>	<b>\$ 9,195,726</b>	<b>\$ 10,648,849</b>	<b>46%</b>
<b>520 - Sewer Operating Fund</b>				
Charges for services	\$ 8,477,900	\$ 6,682,716	\$ 1,795,184	79%
Investment revenue	114,900	574,593	(459,693)	500%
Other revenues	31,500	36,978	(5,478)	117%
Transfers in	600,000	600,000	-	100%
<b>TOTAL REVENUES</b>	<b>\$ 9,224,300</b>	<b>\$ 7,894,288</b>	<b>\$ 1,330,012</b>	<b>86%</b>
Personnel services	\$ 449,960	\$ 364,938	\$ 85,022	81%
Materials and services	4,121,454	2,981,103	1,140,351	72%
Capital outlay	125,509	125,509	-	100%
Debt service	2,880,000	2,877,779	2,221	100%
Transfers out	12,208,940	2,637,276	9,571,664	22%
<b>TOTAL EXPENDITURES</b>	<b>\$ 19,785,863</b>	<b>\$ 8,986,605</b>	<b>\$ 10,799,258</b>	<b>45%</b>
<b>550 - Street Lighting Fund</b>				
Charges for services	\$ 540,540	\$ 472,998	\$ 67,542	88%
Investment revenue	17,000	48,476	(31,476)	285%
<b>TOTAL REVENUES</b>	<b>\$ 557,540</b>	<b>\$ 587,891</b>	<b>\$ (30,351)</b>	<b>105%</b>
Materials and services	\$ 366,450	\$ 240,476	\$ 125,974	66%
Transfers out	661,954	46,587	615,367	7%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,028,404</b>	<b>\$ 287,063</b>	<b>\$ 741,341</b>	<b>28%</b>
<b>570 - Stormwater Operating Fund</b>				
Charges for services	\$ 3,678,840	\$ 2,972,807	\$ 706,033	81%
Investment revenue	55,100	241,776	(186,676)	439%
<b>TOTAL REVENUES</b>	<b>\$ 3,733,940</b>	<b>\$ 3,214,582</b>	<b>\$ 519,358</b>	<b>86%</b>
Personnel services	\$ 324,810	\$ 322,990	\$ 1,820	99%
Materials and services	830,350	517,266	313,084	62%
Debt service	838,000	836,496	1,504	100%
Transfers out	7,246,822	1,918,846	5,327,976	26%
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,239,982</b>	<b>\$ 3,595,598</b>	<b>\$ 5,644,384</b>	<b>39%</b>

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>336 - Frog Pond Development</b>				
Licenses and permits	\$ 2,000,000	\$ 2,717,357	\$ (717,357)	136%
Investment revenue	28,300	180,734	(152,434)	639%
<b>TOTAL REVENUES</b>	<b>\$ 2,028,300</b>	<b>\$ 2,898,091</b>	<b>\$ (869,791)</b>	<b>143%</b>
Materials and services	\$ 36,180	\$ 6,258	\$ 29,922	17%
Transfers out	4,557,454	1,546,435	3,011,019	34%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,593,634</b>	<b>\$ 1,552,693</b>	<b>\$ 3,040,941</b>	<b>34%</b>
<b>348 - Washington County TDT</b>				
Washington County TDT	\$ 250,000	\$ 335,821	\$ (85,821)	134%
Investment revenue	44,700	61,998	(17,298)	139%
<b>TOTAL REVENUES</b>	<b>\$ 294,700</b>	<b>\$ 397,819</b>	<b>\$ (103,119)</b>	<b>135%</b>
<b>346 - Roads SDC</b>				
System Development Charges	\$ 1,800,000	\$ 2,765,833	\$ (965,833)	154%
Investment revenue	40,000	459,774	(419,774)	1149%
<b>TOTAL REVENUES</b>	<b>\$ 1,840,000</b>	<b>\$ 3,225,607</b>	<b>\$ (1,385,607)</b>	<b>175%</b>
Materials and services	\$ 43,130	\$ 8,224	\$ 34,906	19%
Transfers out	11,449,559	2,063,683	9,385,876	18%
<b>TOTAL EXPENDITURES</b>	<b>\$ 11,492,689</b>	<b>\$ 2,071,907</b>	<b>\$ 9,420,782</b>	<b>18%</b>
<b>396 - Parks SDC</b>				
System Development Charges	\$ 550,000	\$ 720,946	\$ (170,946)	131%
Investment revenue	12,000	81,414	(69,414)	678%
<b>TOTAL REVENUES</b>	<b>\$ 562,000</b>	<b>\$ 802,360</b>	<b>\$ (240,360)</b>	<b>143%</b>
Materials and services	\$ 17,570	\$ 1,126	\$ 16,444	6%
Transfers out	1,506,903	78,164	1,428,739	5%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,524,473</b>	<b>\$ 79,290</b>	<b>\$ 1,445,183</b>	<b>5%</b>
<b>516 - Water SDC</b>				
System Development Charges	\$ 1,515,000	\$ 1,815,392	\$ (300,392)	120%
Investment revenue	50,000	397,800	(347,800)	796%
<b>TOTAL REVENUES</b>	<b>\$ 1,565,000</b>	<b>\$ 2,213,192</b>	<b>\$ (648,192)</b>	<b>141%</b>
Materials and services	\$ 26,980	\$ 4,328	\$ 22,652	16%
Debt service	452,000	450,702	1,298	100%
Transfers out	9,515,220	2,746,350	6,768,870	29%
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,994,200</b>	<b>\$ 3,201,380</b>	<b>\$ 6,792,820</b>	<b>32%</b>
<b>526 - Sewer SDC</b>				
System Development Charges	\$ 725,000	\$ 799,714	\$ (74,714)	110%
Investment revenue	9,900	45,785	(35,885)	462%
<b>TOTAL REVENUES</b>	<b>\$ 734,900</b>	<b>\$ 845,499</b>	<b>\$ (110,599)</b>	<b>115%</b>
Materials and services	\$ 22,930	\$ 1,884	\$ 21,046	8%
Transfers out	1,905,265	834,019	1,071,246	44%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,928,195</b>	<b>\$ 835,903</b>	<b>\$ 1,092,292</b>	<b>43%</b>
<b>576 - Stormwater SDC</b>				
System Development Charges	\$ 690,000	\$ 501,424	\$ 188,576	73%
Investment revenue	109,700	138,579	(28,879)	126%
<b>TOTAL REVENUES</b>	<b>\$ 799,700</b>	<b>\$ 640,003</b>	<b>\$ 159,697</b>	<b>80%</b>
Materials and services	\$ 5,980	\$ 1,126	\$ 4,854	19%
Transfers out	1,154,332	735,704	418,628	64%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,160,312</b>	<b>\$ 736,830</b>	<b>\$ 423,482</b>	<b>64%</b>

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>800 - Year 2000 Program Income</b>				
Investment revenue	\$ 800	\$ 1,289	\$ (489)	161%
Other revenues	-	7,000	(7,000)	-
<b>TOTAL REVENUES</b>	<b>\$ 800</b>	<b>\$ 8,289</b>	<b>\$ (7,489)</b>	<b>1036%</b>
Materials and services	\$ 5,000	\$ 1,183	\$ 3,817	24%
Transfers out	25,000	25,000	-	100%
<b>TOTAL EXPENDITURES</b>	<b>\$ 30,000</b>	<b>\$ 26,183</b>	<b>\$ 3,817</b>	<b>87%</b>
<b>805 - Year 2000 Capital Projects</b>				
Investment revenue	\$ 476,000	\$ 489,685	\$ (13,685)	103%
<b>TOTAL REVENUES</b>	<b>\$ 476,000</b>	<b>\$ 489,685</b>	<b>\$ (13,685)</b>	<b>103%</b>
Materials and services	\$ 295,572	\$ 171,929	\$ 123,643	58%
Capital outlay	14,410,972	6,354,936	8,056,036	44%
<b>TOTAL EXPENDITURES</b>	<b>\$ 14,706,544</b>	<b>\$ 6,526,865</b>	<b>\$ 8,179,679</b>	<b>44%</b>
<b>810 - Westside Program Income</b>				
Investment revenue	\$ 3,715	\$ 5,193	\$ (1,478)	140%
<b>TOTAL REVENUES</b>	<b>\$ 3,715</b>	<b>\$ 5,193</b>	<b>\$ (1,478)</b>	<b>140%</b>
<b>815 - Westside Capital Projects</b>				
Investment revenue	\$ 165,000	\$ 235,284	\$ (70,284)	143%
<b>TOTAL REVENUES</b>	<b>\$ 165,000</b>	<b>\$ 235,284</b>	<b>\$ (70,284)</b>	<b>143%</b>
Materials and services	\$ 277,178	\$ 115,301	\$ 161,877	42%
Capital outlay	710,000	162	709,838	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 987,178</b>	<b>\$ 115,463</b>	<b>\$ 871,715</b>	<b>12%</b>
<b>817 - Westside Debt Service</b>				
Taxes	\$ 1,672,200	\$ 1,499,124	\$ 173,076	90%
Investment revenue	20,630	95,319	(74,689)	462%
<b>TOTAL REVENUES</b>	<b>\$ 1,692,830</b>	<b>\$ 1,594,443</b>	<b>\$ 98,387</b>	<b>94%</b>
Debt service	\$ 4,702,025	\$ 4,187,519	\$ 514,506	89%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,702,025</b>	<b>\$ 4,187,519</b>	<b>\$ 514,506</b>	<b>89%</b>
<b>825 - Coffee Creek Capital Projects</b>				
Investment revenue	\$ 3,095	\$ 7,256	\$ (4,161)	234%
Transfers in	500,000	500,000	-	100%
<b>TOTAL REVENUES</b>	<b>\$ 503,095</b>	<b>\$ 507,256</b>	<b>\$ (4,161)</b>	<b>101%</b>
Materials and services	\$ 136,500	\$ 123,000	\$ 13,500	90%
<b>TOTAL EXPENDITURES</b>	<b>\$ 136,500</b>	<b>\$ 123,000</b>	<b>\$ 13,500</b>	<b>90%</b>
<b>827 - Coffee Creek Debt Service</b>				
Taxes	\$ 566,800	\$ 662,833	\$ (96,033)	117%
Investment revenue	8,510	19,073	(10,563)	224%
<b>TOTAL REVENUES</b>	<b>\$ 575,310</b>	<b>\$ 681,906</b>	<b>\$ (106,596)</b>	<b>119%</b>
Debt service	\$ 782,000	\$ 639,313	\$ 142,687	82%
<b>TOTAL EXPENDITURES</b>	<b>\$ 782,000</b>	<b>\$ 639,313</b>	<b>\$ 142,687</b>	<b>82%</b>
<b>830 - Wilsonville Investment Now Program</b>				
Taxes	\$ 1,005,000	\$ 912,795	\$ 92,205	91%
Investment revenue	10,300	643	9,657	6%
<b>TOTAL REVENUES</b>	<b>\$ 1,015,300</b>	<b>\$ 913,439</b>	<b>\$ 101,861</b>	<b>90%</b>
Materials and services	\$ 1,005,000	\$ -	\$ 1,005,000	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,005,000</b>	<b>\$ -</b>	<b>\$ 1,005,000</b>	<b>0%</b>





*A young padawan meets a Jedi Goat at the “May the Fourth Be With You and Your Goats” event on May 4.*

## From the Director

May brought the wrap-up of our spring programs as we prepare for the start of the Summer Reading Program in June. The theme this year is “Read, Renew, Repeat” and we have some exciting programs planned. Youth services staff began primary school visits to perform their summer reading skit and drum up excitement about the summer reading program.

Also in May, Katie Howe resigned from her position as President of the Friends of the Wilsonville Library because she is relocating to another area. Katie did a lot for the Friends and the library, and went above and beyond in her role as president. We will miss Katie and wish her well in her new home. Alan Steiger will serve as interim-president.

*-Shasta Sasser, Library Director*

## Children's Services

### May the Fourth Be With You and Your Goats

Wilsonville Library celebrated Star Wars Day (Saturday, May 4) with crafts, activities, and Jedi goats! Over 100 Star Wars fans of all ages attended the "Jedi Academy," where they received their Jedi name, made Princess Leia and Yoda headbands, tried to fly their paper fighter into the Death Star, and met Jedi goats.

### Youth staff primary school visits

In an effort to promote the upcoming Summer Reading Program, Youth Services staff visited Wilsonville's primary schools and performed a skit featuring this summer's theme "Read, Renew, Repeat". The skit revisited Storytime favorite characters and explained how the Summer reading Program works. The performance was a hit with the primary students.

### UPCOMING:

- Summer Reading Program begins June 1, with a special Kick-off Event on Saturday, June 15, from 10am-2pm, with a special performance by Cellobop at 1pm.



*STEAM Stuff on May 8 featured a special program about bats.*



*One teen experiencing Virtual Reality at the Early Release Day Teen Event on May 8.*

## Teen Services

### Teen After School Activities special event: Teen VR

On the Early Release Day (May 8), teens got to experience Virtual Reality with our Oculus headset.

### UPCOMING:

- Teen Summer Reading Program begins June 1.
- "Teen Tuesdays at Two" events start June 18 with a Game Day, then feature "Green Teens" on June 25.

## Adult Services

### History Talk

On May 28, Willamette Falls & Landings Heritage Area Coalition (WFLHA) and the Wilsonville Historical Society presented a local perspective about Chinese immigrants and laborers around Wilsonville in the late 1880s-early 1900s. Then presenter Doug Sam shared Chinese and Chinese American history in the Willamette Falls & Landing National Heritage Area.

### Bike Repair 101

In partnership with SMART, WashCo taught about basic bike maintenance, tools, and equipment. Participants brought their own bicycles and received hands-on instruction at this free workshop on May 18.



*WashCo teaches basic bicycle maintenance at the Bike Repair 101 workshop on May 18.*

### UPCOMING:

- Space Talk about “Rockets, Rockets, and More Rockets” on Saturday, June 1, at 11 am.
- Book Notes Concert on Saturday, June 8, at 2pm features Sean Gaskell playing the West African kora.
- Genealogy Club meets at 1pm on Monday, June 17.

## Around the Library

### “Stay at Home and Read” fundraiser

The Wilsonville Public Library Foundation held this fundraiser May 16-19, inviting people to read and donate the money they would have spent on a night out to the library. Donations were matched dollar for dollar by an anonymous donor.

### New signage in the library

You may have noticed new colorful signage throughout the library. The new signs assist with wayfinding in the library, and have been in the works for awhile now. We’re excited to see the results!



*The new signage incorporates local tree leaves in the design.*

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

# MAY

			<p>1</p> <p><b>Family Storytime</b> 10:30am</p> <p><b>Profiles</b> Monet's Garden Zoom 11am</p> <p><b>Teen After School Drop-in</b> 3-6pm</p>	<p>2</p> <p><b>Family Storytime</b> 10:30am</p>	<p>3</p> <p><b>Play Group</b> 10:30am-12pm</p> <p><b>First Friday Films</b> The Color Purple PG-13 3pm</p>	<p>4</p> <p><b>Space Talks</b> Voyager 1's Pale Blue Dot 11am</p> <p><b>May the 4th be with you!</b> Special Guests! 3-5pm</p>
5	<p>6</p> <p><b>Beginnning English Class</b> 11am</p> <p><b>Beginning Spanish</b> 6pm</p>	<p>7</p> <p><b>Intermediate English Class</b> 10am</p> <p><b>ODHS Drop-in</b> 10am-12pm 1-3pm</p> <p><b>Toddler &amp; Baby Time</b> 10:30am and 11:15am</p>	<p>8</p> <p><b>Family Storytime</b> 10:30am</p> <p><b>Steam Stuff</b> 1-2:30pm</p> <p><b>Teen After School Drop-in</b> 3-6pm</p>	<p>9</p> <p><b>Family Storytime</b> 10:30am</p>	<p>10</p> <p><b>Play Group</b> 10:30am-12pm</p>	<p>11</p> <p><b>Booknotes Concerts</b> 2pm</p> <p><b>Welcome Baby Community Celebration</b> <i>Registration Required</i> 10am-12pm <b>Program is Offsite</b></p>
12	<p>13</p> <p><b>Beginnning English Class</b> 11am</p>	<p>14</p> <p><b>Intermediate English Class</b> 10am</p> <p><b>ODHS Drop-in</b> 10am-12pm 1-3pm</p> <p><b>Toddler &amp; Baby Time</b> 10:30am and 11:15am</p>	<p>15</p> <p><b>Family Storytime</b> 10:30am</p> <p><b>Teen After School Drop-in</b> 3-6pm</p>	<p>16</p> <p><b>Family Storytime</b> 10:30am</p> <p><b>Walking Bookclub</b> Nothing to See Here by Kevin Wilson 1pm</p>	<p>17</p> <p><b>Play Group</b> 10:30am-12pm</p>	<p>18</p> <p><b>Bike Repair 101</b> Registration Required 10:30am</p>
19	<p>20</p> <p><b>Beginnning English Class</b> 11am</p> <p><b>Genealogy Club</b> 1pm</p>	<p>21</p> <p><b>ODHS Drop-in</b> 10am-12pm 1-3pm</p> <p><b>Intermediate English Class</b> 10am</p>	<p>22</p>	<p>23</p>	<p>24</p>	<p>25</p> <p><b>Spanish Storytime with Adventures in Spanish</b> 11am</p>
26	<p>27</p> <p><b>Library Closed Memorial Day</b></p>	<p>28</p> <p><b>ODHS Drop-in</b> 10am-12pm 1-3pm</p> <p><b>Intermediate English Class</b> 10am</p> <p><b>History Talk</b> Chinese History along the Willamette River 6pm</p>	<p>29</p>	<p>30</p>	<p>31</p> <p><b>Red Cross Blood Drive</b> 11am-4pm</p>	

**Address**

8200 SW Wilsonville Rd  
Wilsonville, OR 97070

**Hours**

Monday - Thursday 10-8  
Friday - Saturday 10-6  
Sunday 1-6

**More Information**

(503) 682-2744  
wilsonvillelibrary.org  
reference@wilsonvillelibrary.org



**WILSONVILLE  
PUBLIC LIBRARY**



## Parks and Recreation Report | May 2024

### Director's Report

Highlights this month...

- Annual WERK day event
- David's Chair Program
- Arts, Culture, and Heritage Commission—Skate Park Mural artist selection
- Arts, Culture, and Heritage Commission/Diversity Equity Inclusion Collaboration—Pride Mural work began
- Kitakata Sister City Advisory Board—finalized fiscal years 2024-2025 goals
- Parks and Recreation Advisory Board—Community Opportunity Grant review meeting
- Korean War Memorial Foundation of Oregon—Installation of interpretive center at the PR admin bldg. began and is near completion
- Parks team—various landscape improvements, graffiti removal, preparation and opening of water features

Bring on Summer!

## Community Center, Recreation and Arts Updates

### WERK Day & Goats Recap

The annual WERK (Wilsonville Environmental Resource Keepers) Day event, which was hosted on May 18, drew roughly one hundred people. The Wilsonville Rotary Club generously cooked up a delicious breakfast of omelets and pancakes to fuel participants for their park improvement projects. This year's projects included weeding at the community garden, bark dusting and ivy pulling in Memorial Park. All attendees were given a \$10 arcade card compliments of Bullwinkle's. In addition to WERK Day projects, goats from Go Goat took part in a petting event on the same day. The goats were part of a contract to help munch away invasive species in Memorial Park.



### Community Garden Support Wilsonville Community Sharing

The Wilsonville Community Garden now hosts a produce donation bin for Wilsonville Community Sharing. Gardeners now have the option to donate any extra produce they may have from their garden plots to community sharing by placing it in the bin on Monday evenings. Produce from the bin will then be brought to community sharing on Tuesday mornings.

### Estate Planning Education

Attorney Michael Rose of Rose Elder Law presented a free workshop centered around estate planning basics such as wills, trusts, probate, powers of attorney, advance directives, and Medicaid Planning. 15 community members joined Mr. Rose for this educational lecture at the Community Center.



## Community Center, Recreation and Arts Updates Continued...

# MAY IS NATIONAL MOBILITY AWARENESS MONTH

To celebrate, Wilsonville Parks and Recreation is teaming up with the Diversity, Equity, and Inclusion (DEI) Committee and non-profit David's Chair to provide **Track Chair Appointment Week Monday 5/27 - Sunday 6/2!**

Come test out an action track chair at the Memorial Park maintenance barn.

Appointments available daily. To make an appointment email Recreation

Coordinator Erica Behler at [behler@ci.wilsonville.or.us](mailto:behler@ci.wilsonville.or.us)

Learn more at:

[WilsonvilleParksandRec.com/MobilityMonth](http://WilsonvilleParksandRec.com/MobilityMonth)



### David's Chair Program Brings Inclusive and Accessible Recreation to Wilsonville

The David's Chair program was hosted for the second year in May at Memorial Park. David's Chair is a non-profit group that rents out action track chairs for free to the general public. Action Track Chairs are a type of wheel chair designed to get the user into more rugged terrain than a typical standard or motorized wheel chair. Several general tabling events were hosted, as well as several one-hour appointments that the general public could sign up for. The team hopes to bring more events like this to our local parks in the future.

### Memorial Day Ceremony

In partnership with the Korean War Veterans Association—Oregon Trail Chapter the Parks and Recreation Department hosted a Memorial Day Remembrance Ceremony. Over 200 community members were in attendance including first responders from Tualatin Valley Fire and Rescue and officers from the Wilsonville Police Department. Mayor Fitzgerald gave welcome remarks and Council President Akervall assisted the Mayor laying a memorial wreath on behalf of the City. Clackamas County Commissioner Ben West was also in attendance to pay his respects.



## Community Center, Recreation and Arts Updates Continued...

### STARS Camp CPR Training

In partnership with the American Red Cross, Wilsonville Parks and Recreation hosted an adult & pediatric CPR/First Aid training for STARS Camp counselors this month. In total, 10 counselors attended and all passed with flying colors. These counselors will be staffing the upcoming STARS Camp beginning July 8. The camp already has 30 kids enrolled, with 10 more spots open for the public to register.



### City Board Highlights

#### Arts, Culture, and Heritage Commission (ACHC)

At the May ACHC meeting a decision was made on which artist to award the Memorial Park Skatepark Mural project. The ACHC was joined by members of the Skate Community to come to a decision. The project was awarded to Washington Artist and Skater, Abigail Penfold. Her concept narrates the story of building a skateboard, as each section features different animals or insects carrying the various components that make up the board.



#### Kitakata Sister City Advisory Board

The Kitakata Sister City Advisory Board met in May to finalize the fiscal year 2024-2025 goals. The board plans to present these to city council during a future meeting. The board also voted to approve a donation of \$3,800 to go toward the Wilsonville High School student delegation to Kitakata, Japan in July. Specifically, this donation will cover bus fees for students while they are visiting.

#### Parks and Recreation Advisory Board

The Parks and Recreation Advisory Board met in May to issue grant funds for the Community Opportunity Grant. The following was awarded:

The Charbonneau Country Club received \$ 2,257 to help fund the purchase of new radios to upgrade their community emergency radio network.

Wilsonville Little League received \$10,000 to fund dugout enhancements at Wood Middle School. The project is a partnership between Wilsonville Little League and a local Eagle Scout.

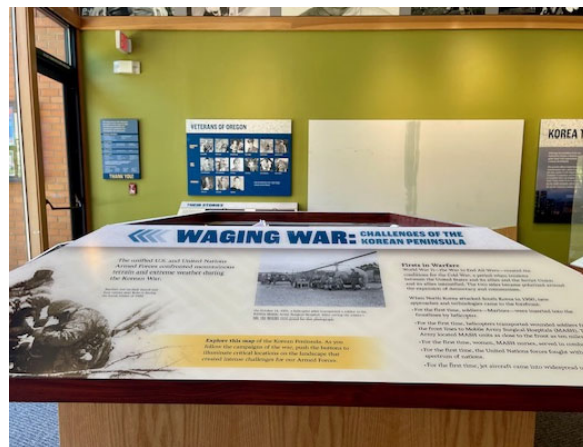
Wilsonville Skatepark Association received \$3,000 to help fund Skate Jam 2024 which is scheduled for August 24 from 1-3pm at the Memorial Park Skatepark.



## Unofficial City Boards

### Korean War Memorial Foundation of Oregon

Installation began and is nearly complete for the Korean War Memorial Interpretive Center located inside the Parks and Rec Administration Building. A grand opening is scheduled for June 29 at 10am.



### Wilsonville Community Seniors Inc.

The Wilsonville Community Seniors Inc have made the decision to discontinue their “Bakery Day.” The donations from Fred Meyer had become less over time and the time and effort that went into picking up and setting out the treats turned out to be more effort than the donations were worth.

### Upcoming Events:

**Pride Month Mural Reception:** Saturday, June 1, 2pm-4pm, Town Center Park

**Juneteenth Event: (Hosted by DEI Committee)** Wednesday, June 19th, 5pm-7pm, Town Center Park

**July 4 Concert and Laser Light Show:** July 4, 8pm, Town Center Park

#### Movies in the Park Series

Friday, July 12, dusk, Town Center Park—Barbie

Friday, July 26, dusk, Edelweiss Park—Elemental

Friday, August 9, dusk, Town Center Park—Migration

Friday, August 23, dusk, Memorial Park River Shelter—Wish

A promotional poster for a 4th of July event. The background is dark blue with light blue starburst patterns and a glowing American flag in the top left corner. A circular inset on the left shows a man with long hair and glasses singing into a microphone. The text is centered and reads: '4TH OF JULY CONCERT &amp; LIGHT SHOW' in large white and red letters. Below this, a red banner says 'JACOB WESTFALL &amp; BAND'. Further down, it lists 'LASER LIGHT SHOW | LIVE MUSIC | FACE PAINT | KONA ICE'. At the bottom, a red banner indicates 'MUSIC AT 8PM | LASER LIGHT SHOW ~9:45PM' and a blue banner says 'TOWN CENTER PARK, WILSONVILLE'.

## Parks Team Updates

### May Kept the Team Busy...

The parks team has been hard at work this past month. The team helped facilitate WERK Day projects in May 18 with a total of around 100 volunteers. Water features opened successfully for the season on May 29, and are open on a daily basis from 10am-8pm. Boones Ferry Park inclusive playground construction has begun, and summer maintenance is in full swing. Park Shelter rentals have been very busy.



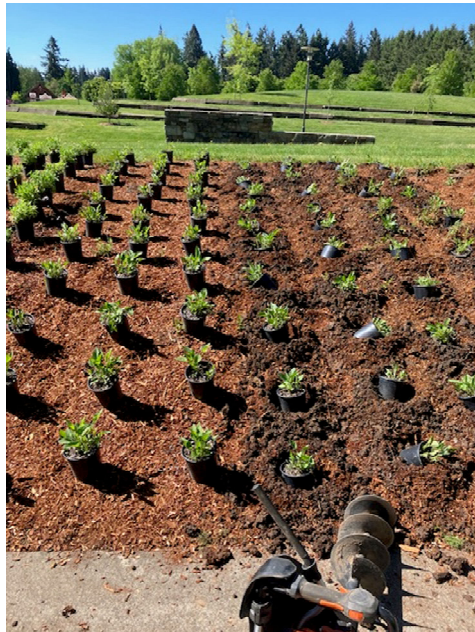
Graffiti removal



Forming Concrete Pad



Pouring Bench Pad



New and old landscape beds get a refresh for Summer

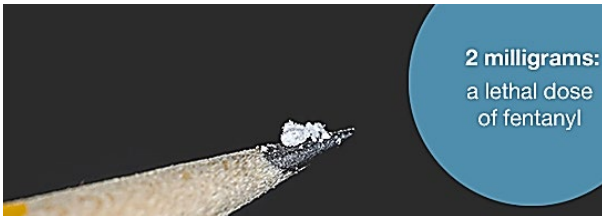


# City of Wilsonville Police

MAY 2024

During May, **Brenda Evans** completed everything needed to move from her now former credentials as a Master of Clinical Social Work (MCSW) to Licensed Clinical Social Worker (LCSW).

Evans put in a lot of hard work and time to earn this well-deserved licensure. We're very proud to have her on staff! Her role in behavioral health, working with law enforcement, has made a difference. Since beginning with us in 2023, Evans has actively engaged the Wilsonville community, been a resource for persons navigating mental issues in their family or personally, and advocated for persons when it comes to getting needs met and their care.



The West Linn-Wilsonville School District hosted a community forum on fentanyl, on May 14. Wilsonville's School Resource Officer (SRO), Deputy Zach Keirse, participated as one of the expert panelists. The forum armed attendees with information about what fentanyl is, how it's used, and where it can be found. Those who attended were encouraged to have open conversations about the drug with kids, and help equip them with refusal skills. The forum included a screening of the recently released, "The New Drug Talk Film," a documentary through Song For Charlie, a nonprofit, followed by a Q&A. For more information about this film, visit [thenewdrugtalk.org](http://thenewdrugtalk.org).

City of Wilsonville Police arrested **Bethlehem Yosef Degfe**, 27 of Donald OR, on May 20. Multiple reports were received just before 1:00 p.m. that day, about a dangerous driver in the Wilsonville Town Center shopping area, located at 8269 SW Wilsonville Rd.

Degfe had crashed into several light fixtures, driven through the front door of Chipotle, and collided with another vehicle in the parking lot at the Evergreen Child Development Center, where she attempted to flee on foot, but was contacted by concerned bystanders. Deputies arrived moments later and took her into custody.

Degfe was transported to the Clackamas County Jail, charged with Criminal Mischief I, Criminal Mischief II, Failure to Perform Duties of Driver, Reckless Driving, Reckless Endangering, and Driving Under the Influence of Intoxicants. This case is now at the District Attorney's Office.





# City of Wilsonville

## Call Activity

# 5,786

Total Calls

### YEAR 2024

High Priority • 505

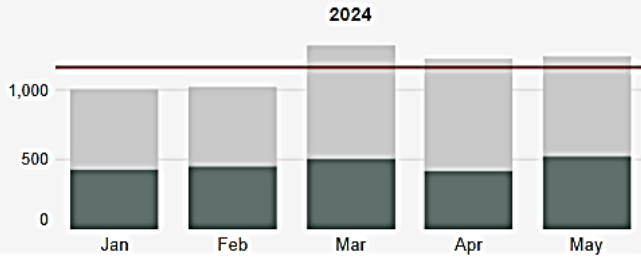
Medium Priority • 3,726

Low Priority • 1,555

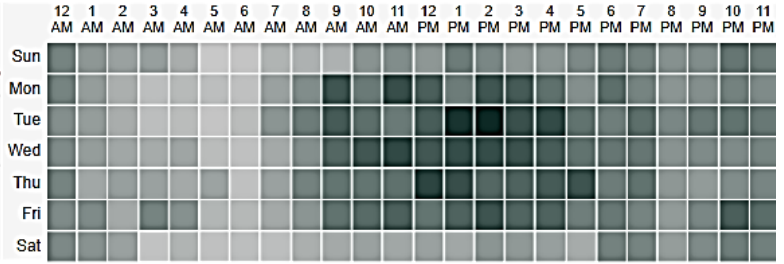
Public-Initiated • 2,324

Deputy-Initiated • 3,462

#### Call Activity by Month and Year



#### Call Activity by Day of Week and Hour of Day



*This dashboard is maintained by CCSO's Strategic Analysis Unit  
Data source: Clackamas County Communication's Computer Aided Dispatch (CAD) software  
Updated: 6/3/2024 2:23:49 PM (UTC)*

### MAY 2024

42	87	55	161	389	127	78	292
Alarm	Assist	Civil	Crime	Disorder	Follow-up	Other	Traffic

<b>Alarm</b>	Alarm	42
<b>Assist</b>	Assist Public	58
	Assist Fire/Medical	9
	Assist Other Agency	9
	Missing Person	5
	Warrant	4
	Assist Law Enforcement	2
	<b>Civil</b>	Civil
Behavioral Health		8
<b>Crime</b>	Harassment/Menacing	32
	Trespass	26
	Domestic Violence	24
	Theft	15
	Fraud	11
	Assault/Abuse	10
	Criminal Mischief	10
	Hit & Run	9
	Sex Offense	7
	Vice	7
	Burglary	5
	Stolen Vehicle	3
	Littering	1
	Violation of Restraining Order	1

<b>Disorder</b>	Suspicious Activity	123
	Welfare Check	67
	Parking Disorder	53
	Premise Check	41
	Extra Patrol	28
	Subject Contact	21
	Distrurbance	14
	Juvenile Disorder	12
	Noise Disorder	12
	Animal Disorder	8
	Unwanted Person	5
	Recovered Stolen Vehicle	2
	Shots Fired	2
	Ordinance Disorder	1
<b>Follow-Up</b>	Follow-Up	127
<b>Other</b>	Other	78
<b>Traffic</b>	Traffic Stop	243
	Traffic Crash	20
	Traffic Disorder	17
	Hazard	7
	DUII	5

### From The Director's Office:

Public Works had two reasons to celebrate in May. First was the Public Works Complex Grand Opening on May 18 and the other was National Public Works Week, May 19 through 25.

Attendees at the Public Works Complex Open House and Ribbon Cutting ceremony were provided a brochure that summarized attributes of the complex and included a map to be used for a self-guided tour of the facilities. Staff were station at various locations around the complex to answer questions about the buildings and Public Works functions. Guest had an opportunity to take selfie photos with equipment, safety gear and a PW Paws (Public Works Mascot) cutout along with his dog Chipper. Participants could spin the wheel of disaster and win a prize related to emergency preparedness, see equipment displays and eat yummy cookies . It was wonderful commemoration for a momentous event that was ten years in the making.



Best Regards,

Delora Kerber, Public Works Director

## From The Director's Office: Public Works Complex Grand Opening



## From The Director's Office:

### National Public Works Week May 19—25, 2024



The 2024 National Public Works Week theme "**Advancing Quality of Life for All**" shines a spotlight on the way public works professionals advance our City's quality of life, whether as a first responder to an accident, ensuring clean, safe water, replacing traffic signs, or a myriad of other ways public works staff silently serve their communities.

Public works professionals advance the quality of life by providing an infrastructure of services in transportation, water, wastewater, and stormwater treatment, public buildings and grounds, emergency management, road right-of-way management. They are what make our communities dynamic places to live and work. This week is a way to celebrate the quiet work these professionals do that makes life better for all of us.

Public works contributes to advancing and enhancing our quality of life, no matter where we live in the world. Public works professionals provide essential services that lead to healthier, happier, more vibrant communities.



## Utilities

### An Ounce of Prevention

The Water crew's primary focus during the month of May was flushing the distribution system. Water main flushing is one of the most important preventative maintenance activities that the crew performs. Over time water settles, ages, and is affected by mineral deposits and loose sediment that slowly build up inside water mains, which could ultimately result in discolored water and reduced capacity in the pipe. Flushing can remove water from areas of the system that have low water use; older water may no longer have the desired chlorine residual. Flushing also allows the technicians to verify the proper operation of the hydrants. If a hydrant is found to be malfunctioning, it is promptly repaired in order to restore its fire protection capabilities. The Sewer crew spent most of the month assisting in this all hands on deck effort to ensure these high priority tasks were completed quickly.

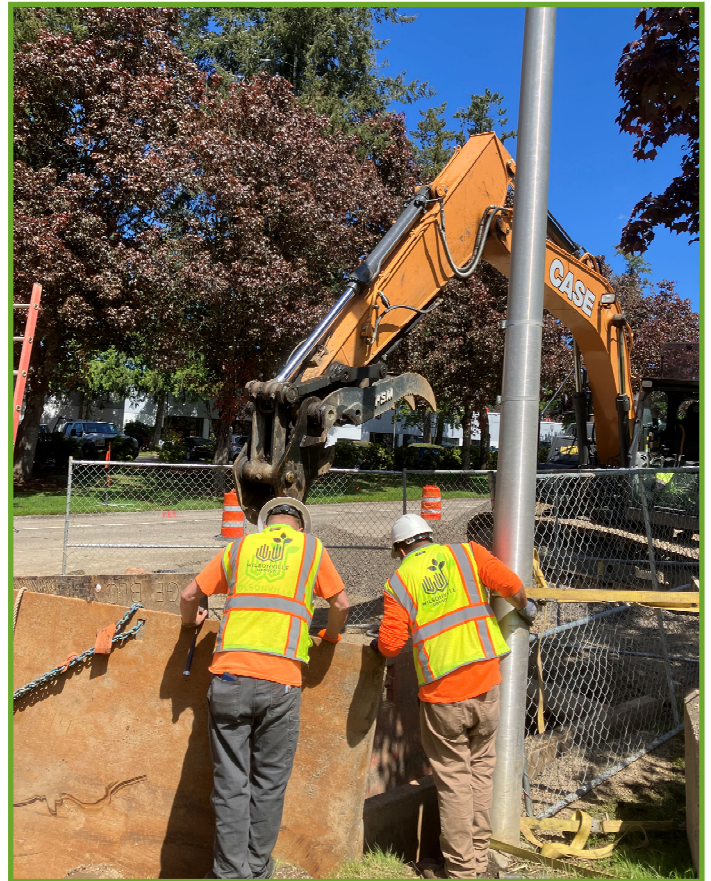
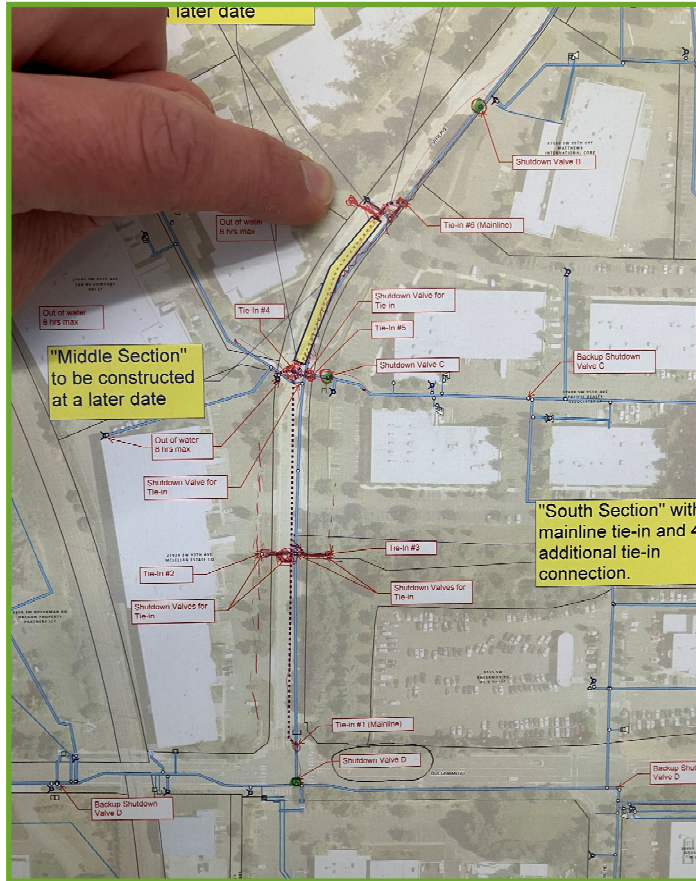




## Utilities

### Shutdown to Tie-in

Construction on the Willamette Water Supply Project at Boeckman Road and 95th Avenue required several waterline shutdowns. Prior to waterline work, the crew coordinates with the engineering department to develop a shutdown plan, inspecting all of the necessary valves to make sure the valve cans are clear of debris and that the valves are exercised. All meters that would be affected by the shutdown are examined as well. The crew develops a plan of how the waterline will be flushed and put back into service after the tie in is complete, as well as where the post construction samples will be collected.



## Utilities

### Always Learning

Utilities supervisor Ian Eglitis attended an American Water Works Association subsection meeting hosted by the City of Tigard. The informative meeting included a tour of Tigard's 4 million gallon reservoir that is currently being constructed on Bull Mountain.

A highlight of the tour was being able to ride a scissor lift to the top of the reservoir and then go inside the reservoir through the top hatch, in order to be able to view the interior of the structure, shown here. The reservoir is similar in structure and construction to our own clearwell reservoir.



## Roads

### Walk This Way

The Roads crew performed a variety of activities in May including: crosswalks along Boeckman received fresh pavement markings; repairs to the pathway adjacent to French Prairie Road in Charbonneau received its first round of repair work; and signs and barriers continue to be improved and updated keeping residents of Wilsonville safe and informed.



## Roads

### Ready, Set, Summer

The Roads team kept busy preparing for summer by testing irrigation systems around the City, and mowing and trimming the median and right of way vegetation that grows so quickly with the Spring rain and sun. Torrential rains kept the team busy with pothole repair, the constant companion of the Roads crew!



## Stormwater

### Takin' It to The Streets

The Stormwater team was flooded with work in May, cleaning over 5,000 catch basins and inlets. A gutter curb repair in Villebois remedied a section that had collapsed. Storm mainlines were cleaned to help with flood prevention. Always at the ready to help, the team also attended to a now-annual duckling rescue in Charbonneau.



## Roads & Stormwater

### Christmas in May?

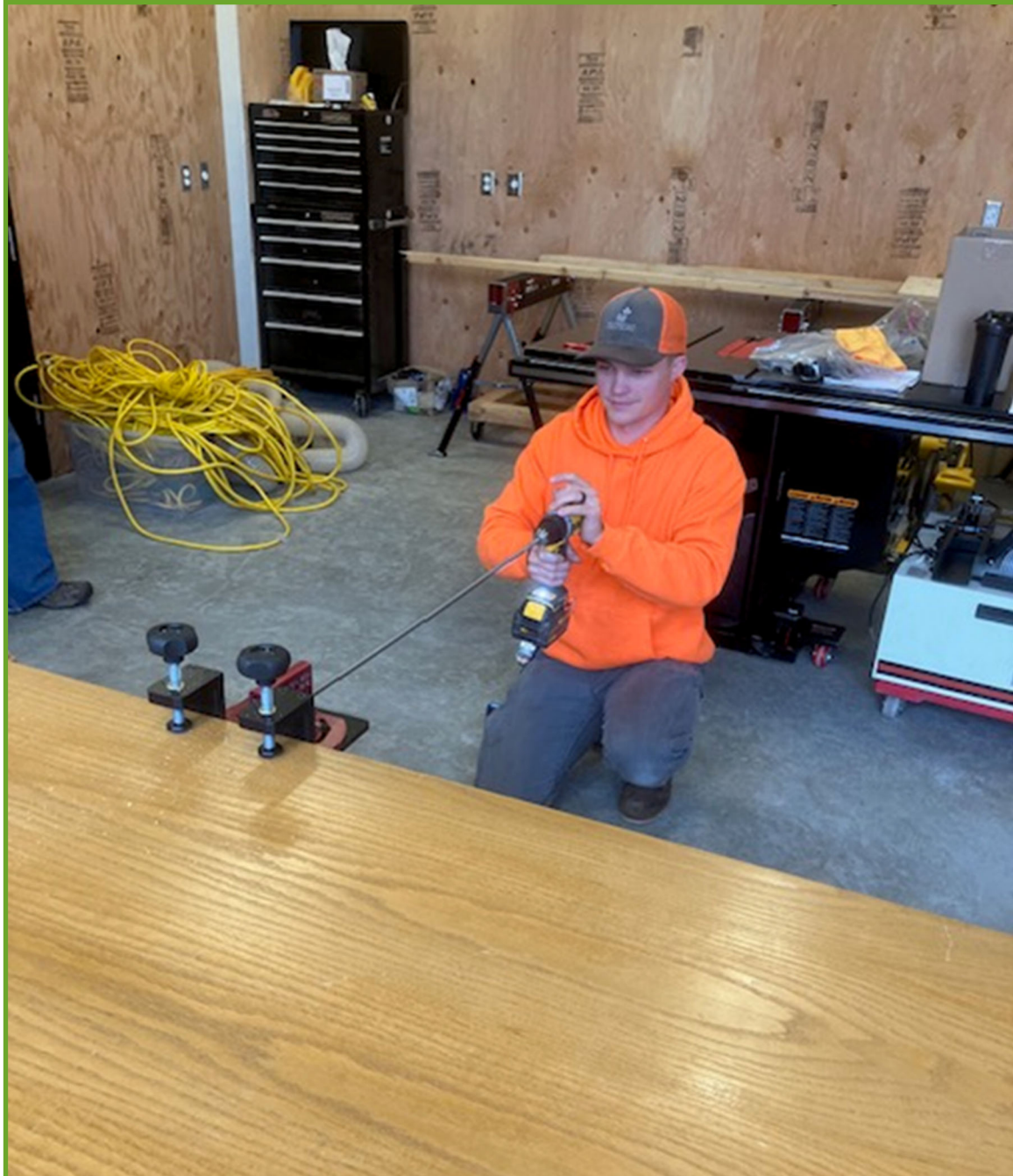
Leaving nothing behind when relocating to the new Public Works Complex, the Roads & Stormwater crew brought Santa along to the new building. After a few strategic coats of paint and a wardrobe update, the new Public Works mascot was ready for his public debut at the Open House May 18th. Bill Wilson (aka Wilson, Bill) was a great addition to the fun factor and welcomed guests to the warehouse, tended to the bottled water for guests, and posed for many a photograph with fans like Sebastian “Bash” Painter, shown here with Roads and Stormwater supervisor Brad Painter.



## Facilities

### Steady as She Goes

The Facilities team had a varied and busy month. In addition to significant preparations for the PW Complex open house May 18, there are always projects that need tending to in order to keep the City's facilities in tip top shape. Matt, Konnen and Trevor worked together to core out a wooden door for electrified locking hardware. The job required a four-foot drill bit, a drilling jig, steady hands and extra eyes to make sure the bit didn't drift off course.



## Facilities

### A Drop in the Bucket

Water feature season is fast approaching and the Facilities crew is ready! Shown here are both Facilities and Parks and Rec team members cleaning out the runnel and prepping Murase Park water feature for summer fun.





## Facilities

### Spic and Span

In May the Facilities team welcomed their newest member, Bernardo Lara Gomez, Lead Janitor shown below using the floor scrubber at the Public Works Complex. Bernardo joins the team after several years working in Fleet.



To ensure no vehicles were impacted, facilities staff performed clean-up of the bioswales at City Hall over a weekend.





## 2024 May Report Transit/Fleet

President William Howard Taft once wrote – “Don’t write so that you can be understood, write so that you can’t be misunderstood.” Well, here is my attempt at not being misunderstood.

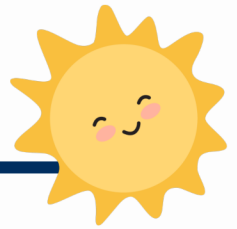
The love I have is for everyone. The trust I have is for few. I believe the truth is never gray and a white lie is a lie nonetheless. I wear a suit, a hat, and polish my shoes so that no one will mistake me for someone who doesn’t care about their appearance. I wash my car often and for the same reason. I fight hard for right, especially in the face of wrong. I believe there is good in everyone but I believe some choose to bury it deep beneath the bad they do. I endeavor to live a life free of apology and regret. I don’t seek to offend anyone but it does happen. I believe I am loved by some and not by others. I believe this happens organically when one chooses truth over expediency.

Finally, and most importantly, I am my own person, and the drumbeat that I march to is a rhythmic pattern heard by only me.

Dwight Brashear  
Transit Director

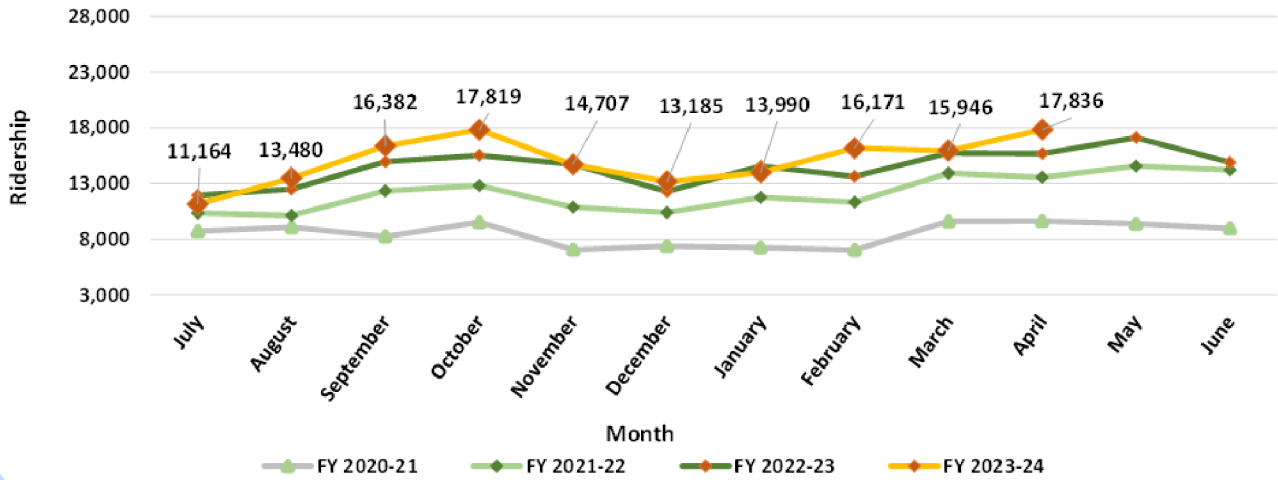


# RIDERSHIP TRENDS

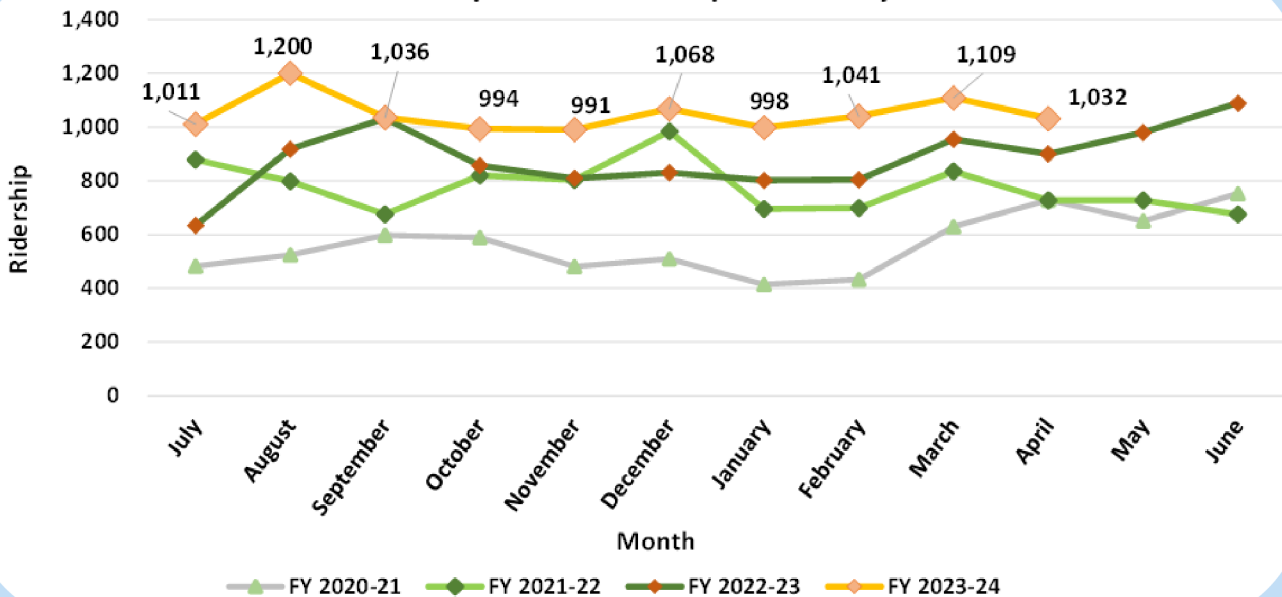


Anne MacCracken

Fixed Route Ridership Trends by Month



Demand Response Ridership Trends by Month



# FLEET SERVICES

*Scott Simonton*

Work is underway for the installation of two new Electric Vehicle chargers at City Hall. The two chargers will be accessible to both Fleet vehicles and the general public.

Existing underground electrical, remaining from the original chargers (installed in 2010) will be reused, making this a relatively simple installation. We anticipate the chargers to be available for use in the month of June.

# OPERATIONS

*Brad Dillingham*

You may have noticed something new riding along the side of our buses---"Ride Clackamas" decals.

RideClackamas.org is a one-stop website designed to help travelers easily navigate and plan rides all across Clackamas County. Clackamas County is home to six small transit agencies that serve the area: Canby Area Transit, Clackamas County, Mt. Hood Express, Sandy Area Metro, South Clackamas Transportation District, and SMART. The services provided by these agencies span from Mt. Hood all the way down to Salem.

The website has several features, such as an interactive map, an alert feature, and a trip planner, and it is simple to use on both desktop and mobile devices.

The trip planner allows passengers to input their starting point, destination, and preferred time of arrival and departure. Based on this data, the planner determines which bus best fits the passenger's schedule. It makes shifting across jurisdictions easy and accounts for the numerous agencies that offer services. Passengers can view all of the routes, their schedules, the name of the agency offering the service, and the real-time location of the bus on the interactive map.

Give it a try at [RideClackamas.org](https://RideClackamas.org).



# COMMUTE OPTIONS

Michelle Marston

Multiple worksites are participating in commute challenges this month including City of Wilsonville employees.

The goal of these challenges is to encourage those who drive alone to explore alternate commute methods.

As folks sign up to participate this creates a database of contacts who may be interested in forming a carpool or vanpool to work. Users can then connect via the [getthereOregon.org](http://getthereOregon.org) website.

**SUMMER COMMUTE CHALLENGE**  
 • HOW TO GET STARTED •  
[GETTHEREOREGON.ORG/COW](http://GETTHEREOREGON.ORG/COW)

- 1 REGISTER TO JOIN & create account or LOGIN TO JOIN if you have an existing account with [Get There Oregon](http://Get There Oregon).
- 2 Log transit, bike, walk, carpool or vanpool trips by filling in the details. 5/20-6/28
- 3 When you reach 30 points redeem for electronic gift card.

WILSONVILLE SMART SOUTH METRO AREA REGIONAL TRANSIT [get there](http://getthere.org)

# GRANTS & PROGRAMS

Kelsey Lewis

May is Bike Month, and is often the time people start thinking about bike commuting. Since last year we have been working on a project to give our passengers a more convenient option for securing bicycles at the Wilsonville Transit Center. This project retired half of our old lockers and we are partnering with Bikelink to offer on-demand bike lockers.

Now cyclists can rent a locker whenever they need one with a Bikelink card, or using the Bikelink smartphone app. These modern bike lockers provide a way to take spur of the moment bike trips, for commute or otherwise, and avoid driving. From a tourism perspective, these lockers literally put Wilsonville “on the map,” joining the [Bikelink](http://Bikelink) network of bike locker locations all along the West Coast.

**BIKE PARKING**

SIGN UP WITH BIKELINK  
 Get app access now. Order card if you don't have a smartphone.

App: Card: [bikelink.org](http://bikelink.org) 888.540.0546

General: 5 e / hour  
 (10:00 a.m. - 8:00 p.m.)  
 8 e / hour  
 \*15k / hr after 8:00 p.m. expires

24/7 Support  
 (888) 540-0546  
[support@bikelink.org](mailto:support@bikelink.org)

OK to Park

HOW TO PARK  
 Park near shelter first. Ok to leave your helmet and riding gear.

App  
 Park: select locker and tap "Start Rental & Open Door"  
 Retrieve: return to locker and tap "End Rental & Open Door"

Card  
 Park or retrieve:  
 1. Hold card to reader 2. Enter PIN at locker

Only functioning, human and electric-powered vehicles and related equipment (e.g. trailers and e-bike gear) may be parked. Only permitted vehicles, non-motorized vehicles, beach and general storage are prohibited. Lockers are under surveillance and are monitored 24/7. Agreement violations, including use of lockers for purposes not intended, will be reported and may be prosecuted without further notice. Details at [bikelink.org/termsandconditions](http://bikelink.org/termsandconditions).

[bikelink.org](http://bikelink.org) SMART

BIKE PARKING

269

# SAFE ROUTES TO SCHOOL

*Patty Tiburcio*

In May, in addition to the Walking School Buses at Wilsonville's public primary schools, SMART staff supported Boones Ferry Primary and Meridian Creek Middle School with their May Walk+Roll to School events.

May 4 was National Bike+Roll to School Day. Wilsonville students were encouraged to Bike+Roll because SMART's bike fairies were visiting all Wilsonville schools on this day. SMART's bike fairies visited six schools and left 106 fairy bags on bikes and scooters.

SMART staff assisted Northwest Housing (NHA) staff with their Bike Repair/Bike Safety event at Autumn Park Apartments.

SMART staff held a weeklong after-school Learn-to-Ride Bike Clinic at Wilsonville Transit Center.

SMART and WashCo hosted their first Bike Repair class at Wilsonville Public Library.

SMART staff supported Lowrie Primary's Wheel-a-Thon by providing a Bike Repair mechanic and free helmets to those in need.

Fairy bag contents



Learn-to-Ride Bike Clinic



Bike Repair class



Boones Ferry Primary Walking School Bus

