



## **City Council Meeting October 5, 2020**

**Executive Session 6:00pm**

**Work Session 6:20pm**

**Council Meeting 7:00pm**

**(All held in Council Chambers)**

This meeting is taking place with social distancing precautions in place:

- Councilors are participating virtually, via Zoom videoconferencing.

### **To Provide Public Comment:**

- Written comments may be submitted to the City Recorder (Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, OR 97070).
- Digital comments (email) may be submitted to [cityrecorder@ci.wilsonville.or.us](mailto:cityrecorder@ci.wilsonville.or.us).
- Individuals may participate online through the Zoom videoconferencing platform.
- Contact City Recorder at (503) 570-1506 [cityrecorder@ci.wilsonville.or.us](mailto:cityrecorder@ci.wilsonville.or.us) to register.

### **You can watch the City Council Meeting here:**

You Tube: [youtube.com/c/CityofWilsonvilleOR](https://www.youtube.com/c/CityofWilsonvilleOR)

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

# City of Wilsonville

City Council Meeting

October 5, 2020



**AMENDED  
AGENDA**

**WILSONVILLE CITY COUNCIL MEETING  
OCTOBER 5, 2020  
7:00 P.M.**

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

Mayor Tim Knapp

Council President Kristin Akervall  
Councilor Charlotte Lehan

Councilor Joann Linville  
Councilor Ben West

**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.

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**Executive Session, Work Session and City Council meetings  
will be held in the Council Chambers, City Hall, 1<sup>st</sup> Floor**

- 6:00 P.M. EXECUTIVE SESSION** [20 min.]  
A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions  
ORS 192.660(2)(h) Legal Counsel / Litigation
- 6:20 P.M. REVIEW OF AGENDA AND ITEMS ON CONSENT** [5 min.]
- 6:25 P.M. COUNCILORS' CONCERNS** [5 min.]
- 6:30 P.M. PRE-COUNCIL WORK SESSION**
- A. Grant Funded Trolley Purchase (Simonton) [10 min.]  
B. Frog Pond West Development Agreement (Neamtzu) [10 min.]
- 6:50 P.M. ADJOURN**
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**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, Monday, October 5, 2020 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on September 22, 2020. 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.

**7:00 P.M. CALL TO ORDER**

- A. Roll Call
- B. Pledge of Allegiance
- C. Motion to approve the following order of the agenda and to remove items from the consent agenda.

**7:10 P.M. MAYOR'S BUSINESS**

- A. Upcoming Meetings
- B. Tourism Promotion Committee Appointment

**7:20 P.M. COMMUNICATIONS**

- A. **None.**

**7:20 P.M. CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS**

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

**7:25 P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS**

- A. Council President Akervall
- B. Councilor Lehan
- C. Councilor West
- D. Councilor Linville

**7:35 P.M. CONSENT AGENDA**

- A. **Resolution No. 2852**  
A Resolution Of The City Of Wilsonville Authorizing South Metro Area Regional Transit (SMART) To Purchase One CNG Fueled Trolley From Creative Bus Sales. (Simonton)
- B. Minutes of the September 16, 2019; October 21, 2019; December 16, 2019 and September 10, 2020 City Council Meetings.(Veliz)

**7:40 P.M. NEW BUSINESS**

- A. **Resolution No. 2842**  
A Resolution Of The City Of Wilsonville Revising The Template For A Development And Annexation Agreement For Frog Pond West Development And Amending Resolution No. 2649. (Neamtzu)
- B. **Resolution No. 2853**  
A Resolution Of The City Of Wilsonville To Select The Preferred Bridge Alternative For The I-5 Pedestrian Bridge Project (CIP #4202). (Weigel)

**8:10 P.M. CONTINUING BUSINESS**

**A. Ordinance No. 842 - 2<sup>nd</sup> Reading**

An Ordinance Of The City Of Wilsonville Annexing Approximately 17.57 Acres Of Property Located On The West Side Of SW Stafford Road South Of SW Frog Pond Lane Into The City Limits Of The City Of Wilsonville, Oregon; The Land Is More Particularly Described As Tax Lots 1500 And 1700, A Portion Of SW Frog Pond Lane Right-Of-Way, And A Portion Of SW Stafford Road Right-Of-Way, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Walter Remmers, William Ray Morgan, And Janice Ellen Morgan, Petitioners. (Luxhoj)

**B. Ordinance No. 843 - 2<sup>nd</sup> Reading**

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone To The Residential Neighborhood (Rn) Zone On Approximately 15.93 Acres On The West Side Of SW Stafford Road South Of SW Frog Pond Lane; The Land Is More Particularly Described As Tax Lots 1500 And 1700, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. West Hills Land Development LLC, Applicant. (Luxhoj)

**8:20 P.M. PUBLIC HEARING**

A. None.

**8:20 P.M. CITY MANAGER'S BUSINESS**

**8:25 P.M. LEGAL BUSINESS**

**8:30 P.M. ADJOURN**

Time frames for agenda items are not time certain (i.e. Agenda items may be considered earlier than indicated.) Assistive Listening Devices (ALD) are available for persons with impaired hearing and can be scheduled for this meeting if required at least 48 hours prior to the meeting. The city will also endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting: Qualified sign language interpreters for persons with speech or hearing impairments. Qualified bilingual interpreters. To obtain services, please contact the City Recorder, (503) 570-1506 or [cityrecorder@ci.wilsonville.or.us](mailto:cityrecorder@ci.wilsonville.or.us).

## CITY COUNCIL ROLLING SCHEDULE Board and Commission Meetings 2020

Items known as of 10/01/20

### October

DATE	DAY	TIME	EVENT	LOCATION
10/8	Thursday	6:00 p.m.	Parks and Recreation Advisory Board Meeting	Council Chambers
10/12	Monday	6:30 p.m.	DRB Panel A	Council Chambers
10/14	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
10/19	Monday	7:00 p.m.	City Council Meeting	Council Chambers
10/26	Monday	6:30 p.m.	DRB Panel B	Council Chambers
10/28	Wednesday	6:30 p.m.	Library Board	Library

### November

DATE	DAY	TIME	EVENT	LOCATION
11/2	Monday	7:00 p.m.	City Council Meeting	Council Chambers
11/9	Monday	6:30 p.m.	DRB Panel A	Council Chambers
11/12	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
11/16	Monday	7:00 p.m.	City Council Meeting	Council Chambers
11/23	Monday	6:30 p.m.	DRB Panel B	Council Chambers
11/25	Wednesday	6:30 p.m.	Library Board	Library

### Community Events:

- 10/7** Last day to donate books to the Friends of the Library Book Drive at the Library from 2:00 p.m. to 6:00 p.m.
- 10/7** Guided Meditation Meetup; 5:30 p.m. to 6:00 p.m. online at: <https://www.facebook.com/WilsonvilleParksandRec/>
- 10/10** Bulky Waste Day; 9:00 a.m. to 1:00 p.m. at Republic Services (10295 SW Ridder Rd. Wilsonville, OR 97070).
- 10/15** Community Enhancement Information Session; 12:00 p.m. to 1:00 p.m. and 6:00 p.m. to 7:00 p.m. online at: <https://us02web.zoom.us/j/88014890847>
- 10/29** Blood Drive at the Library, 11:00 a.m. to 4:00 p.m.
- 11/11** City Offices Closed in Observance of Veteran's Day.
- 11/18** Community Enhancement Information Session; 12:00 p.m. to 1:00 p.m. and 6:00 p.m. to 7:00 p.m. online at: <https://us02web.zoom.us/j/88014890847>
- 11/26 – 11/27** City Offices Closed in Observance of Thanksgiving Holiday.
- 12/24** Library Closes at 2 p.m. Offices in for of Christmas Eve.
- 12/25** City Offices Closed in Observance of Christmas Day.

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).

**Appointment List for  
October 5, 2020 Council Meeting**

**Tourism Promotion Committee – Appointment**

Appointment of Brian Everest to the Tourism Promotion Committee, Position 6 for a term beginning 10/5/2020 to 6/30/2021.

**Motion:** I moved to ratify the appointment of Brian Everest to the Tourism Promotion Committee, Position 6 for a term beginning 10/5/2020 to 6/30/2021.



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> October 5, 2020		<b>Subject: Resolution No. 2852</b> SMART Replacement Trolley	
		<b>Staff Member:</b> Scott Simonton, Fleet Services Manager	
		<b>Department:</b> Fleet Services	
<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 approve the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2017 Transit Master Plan	<input type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

Grant funded purchase of replacement trolley for SMART.



**EXECUTIVE SUMMARY:**

SMART's existing trolley has proven to be extremely popular in the community. Due to the age of the existing vehicle, as well as major repair needs, SMART staff applied for, and received, an Oregon Department of Transportation (ODOT) grant for a replacement trolley. The funding is due to expire in July 2021, meaning a purchase must be executed immediately, or we risk forfeiting the grant.

The selected replacement vehicle offers many improvements over the existing trolley. The new trolley will be enclosed, which will allow SMART to operate the vehicle year round, rather than being limited to the summer months. Perhaps most importantly, the replacement trolley will be compressed natural gas (CNG) fueled, whereas our current trolley is diesel.

Because this is an ODOT funded vehicle, the bid process was handled with ODOT oversight. Creative Bus Sales, of Canby, OR, was the only bidder able to offer a vehicle meeting our needs. The accepted bid amount was \$221,652.00. The grant funded portion will be \$177,321.60, leaving the City responsible for \$44,330.40 of the total cost. Because this is a CNG fueled vehicle, SMART is able to use STIF funds to cover the match amount.

**EXPECTED RESULTS:**

N/A

**TIMELINE:**

Anticipated delivery time is 6-9 months from notice to proceed. We would expect to take delivery in the spring of 2021.

**CURRENT YEAR BUDGET IMPACTS:**

Required match amount of \$44,330.40 is available in SMART's Statewide Transportation Infrastructure Fund (STIF) reserves.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 9/29/2020

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 9/30/2020

**COMMUNITY INVOLVEMENT PROCESS:**

The current Transit Master Plan process included vast public outreach efforts, including media advertisements, open houses, and focus groups. The Master Plan addresses SMART's plan to move toward a fleet comprised of alternative fuel vehicles.

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

Benefits to the community include increased reliability, availability for use in any weather, and reduced tailpipe emissions as compared to the existing trolley.

**ALTERNATIVES:**

N/A

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2852
  - A. Creative Bus Sales Contract

**RESOLUTION NO. 2852**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SOUTH METRO AREA REGIONAL TRANSIT (SMART) TO PURCHASE ONE CNG FUELED TROLLEY FROM CREATIVE BUS SALES.**

WHEREAS, A goal of SMART (South Metro Regional Transit) is to replace older buses with modern, more efficient buses meeting industry standards to ensure safe, reliable transportation for our passengers; and

WHEREAS, SMART has an immediate need to replace its 2001 diesel trolley due to age and major repair needs; and

WHEREAS, SMART received grant funding in the amount of \$177,321.60, with a local match of \$44,330.40 through ODOT Public Transportation Division; and

WHEREAS, City staff has completed a competitive RFQ process that met State, Federal, and City procurement requirements that guarantee open and fair competition; and

WHEREAS, Staff received only one proposal, due to the limited number of vendors offering federally approved trolleys; and

WHEREAS, Creative Bus Sales, at a price of \$221,652.00, offers a vehicle meeting SMART's requirements as well as the federal and state requirements spelled out in the grant agreement; and

WHEREAS the City Council has duly appointed itself as the Local Contract Review Board, and acting as such, is authorized to award the purchase contract in conformance with the state procurement program as recommended by staff.

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

Section 1. Based on the above recitals, which are incorporated herein, the City Council, acting as the Local Contract Review Board, does hereby approve and authorize SMART to award a purchase order contract for one CNG fueled trolley, to Creative Bus Sales.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 5<sup>th</sup> day of October 2020, and filed with the Wilsonville City Recorder this date.

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TIM KNAPP, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

- Mayor Knapp
- Council President Akervall
- Councilor Lehan
- Councilor West
- Councilor Linville

EXHIBIT:

- A. Creative Bus Sales Contract

**CITY OF WILSONVILLE  
GOODS AND SERVICES CONTRACT**

This Goods and Services Contract (“Contract”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Creative Bus Sales, Inc.**, a California corporation (hereinafter referred to as “Supplier”).

**RECITALS**

WHEREAS, the City wishes to purchase equipment that Supplier is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Supplier represents that Supplier is qualified to supply the equipment described herein on the basis of specialized experience and technical expertise.

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

**AGREEMENT**

**Section 1. Goods Purchased, Equipment Price, and Delivery Date**

Supplier will supply the City with a Trolley, as more particularly described in the Quote/Scope of Equipment attached hereto as **Exhibit A** and incorporated by reference herein (“Equipment”). The price of the Equipment is TWO HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS (\$221,652) and includes delivery to 28879 SW Boberg Road, Wilsonville, Oregon. Sale shall occur upon inspection of the Equipment by the City and acceptance of delivery at the City location shown above. The City will pay Supplier in full within 30 days of acceptance of delivery of the Equipment. Supplier will schedule a date and time for delivery. Delivery must occur on or before June 30, 2021.

**Section 2. Subcontractors and Assignments**

Supplier shall neither subcontract with others for any of the services prescribed herein nor assign any of Supplier’s rights acquired hereunder.

**Section 3. Insurance**

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

3.2. **Workers Compensation Insurance.** Supplier 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. Suppliers 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.

3.3. **Certificates of Insurance.** As evidence of the insurance coverage required by this Contract, Supplier 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. Supplier 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 Supplier 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.

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

#### **Section 4. Warranties.**

Equipment warranties are attached hereto as **Exhibit B**. Supplier hereby represents that Supplier will promptly and thoroughly perform all warranty work at its location in Portland, Oregon, or at another location mutually agreed upon, in writing, by the parties.

#### **Section 5. 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 Supplier.

#### **Section 6. 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 SMART  
Attn: Scott Simonton, Fleet Manager  
29799 SW Town Center Loop East  
Wilsonville, OR 97070-9454

To Supplier: Creative Bus Sales, Inc.  
Attn: Ken Jarmer  
7197 S Tull Road  
Canby, OR 97013

## Section 7. Required Federal Provisions

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

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

7.2. **Bus Testing.** Supplier agrees to comply with the Bus Testing requirements under 49 USC § 5318(e) and the FTA's implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Supplier shall obtain a copy of the bus testing report(s) from the operator of the testing facility and is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the City prior to final acceptance of the first vehicle by the City. The complete bus testing reporting requirements are provided in 49 CFR § 665.11.

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

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

that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. See **Exhibit C**.

**7.5. Clean Air and Clean Water.** Supplier agrees to comply with the inspection and other requirements of the Clean Air Act, as amended (42 USC § 7401 *et seq.*), and the Federal Water Pollution Control Act, as amended (33 USC § 1251 *et seq.*). Supplier agrees it will not use any violating facilities, it will report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (EPA) “List of Violating Facilities,” and it will report any violation of use of prohibited facilities to the City. Supplier understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the Federal Transit Administration and the appropriate EPA Regional Office.

**7.6. Pre-Award and Post-Delivery Audit Requirements.** Supplier agrees to comply with 49 USC § 5323(m) and the FTA’s implementing regulation at 49 CFR Part 663. Supplier shall comply with the Buy America certification submitted with its Proposal. Supplier agrees to participate and cooperate in any pre-award or post-delivery audits performed pursuant to 49 CFR Part 663 and related FTA guidance.

**7.7. Access to Records.** The following federal access to records requirements apply to this Contract:

7.7.1. Supplier agrees to retain complete and readily accessible records related in whole or in part to this Contract, including but not limited to documents, reports, data, statistics, subcontracts, sub-agreements, leases, arrangements, other third party agreements of any type, and supporting materials related to those records.

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

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



7.8. **Lobbying Restrictions.** Supplier certifies, to the best of its knowledge and belief, that:

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

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

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

7.9. **Contract Work Hours and Safety Standards.** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Supplier will comply with the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor regulations at 29 CFR Part 5. Under 40 USC § 3702 of the Act, Supplier will compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

7.9.1. Liquidated Damages. In the event of any violation of the requirements of this Section, Supplier will be liable for the unpaid wages. In addition, Supplier and subcontractor will be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the requirements of this Section in the sum of ten dollars (\$10) for each calendar day on which such individual was required to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this Section.

7.9.2. Withholding. The FTA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this Section.

7.10. **Civil Rights Requirements.** The following civil rights and equal employment opportunity requirements apply to this Contract, and Supplier shall at all times comply with these requirements:

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

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

7.10.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act" (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); U.S. Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal

Financial Assistance” (45 CFR Part 90); and federal transit law at 49 USC § 5332, Supplier agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

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

7.11. **Disadvantaged Business Enterprises.** If the City must adopt a Disadvantaged Business Enterprise (DBE) program, the parties will execute a written amendment so that this Contract becomes subject to the City’s DBE program. Supplier shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Supplier shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Supplier to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

7.12. **Program Fraud and False or Fraudulent Statements and Related Acts.**

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

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

7.13. **Suspension and Debarment.** Supplier will comply with and facilitate compliance with U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment” (2 CFR Part 1200), which adopts and supplements the U.S. Office of

Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)” (2 CFR Part 180). Supplier is required to verify that its principals, affiliates, and any subcontracts are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

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

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

**7.14. Trafficking in Persons.**

7.14.1. Supplier agrees that it and its employees that participate in the vanpool program covered under this Contract may not:

7.14.1.1. Withholding monthly progress payments;

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

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

7.14.1.4. Use forced labor in the performance of the Contract or any subcontracts thereunder.

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

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

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

7.14.3. Supplier agrees to, and assures that each subrecipient will:

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

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

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

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

**7.17. Violation and Breach of Contract; Termination.** The clauses concerning violation and breach of this Contract and termination of this Contract can be found in **Section 8**, below.

**7.18. No Obligation by the Federal Government.** The City and Supplier acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Supplier, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.

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

## **Section 8. Early Termination; Default**

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

8.1.1. By mutual written consent of the parties;

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

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

8.2. If the City terminates this Contract, in whole or in part, due to default or failure of Supplier to perform Services 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, Supplier shall be liable for all costs and damages incurred by the City as a result of the default by Supplier, 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 Supplier. In the event of a default, the City will provide Supplier with written notice of the default and a period of ten (10) days to cure the default. If Supplier notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

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

8.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Supplier or the City that accrued prior to such termination.

## **Section 9. Liquidated Damages**

9.1. The City and Supplier recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the bus is not delivered on time in accordance with this Contract. 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 bus is not delivered on time. Accordingly, instead of requiring any such proof, the City and Supplier agree that as Liquidated Damages for delay (but not as a penalty), Supplier shall pay the City the amount of One Hundred Dollars (\$100) per day for each and every day that expires after the agreed upon delivery date ("Liquidated Damages").

9.2. 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, Supplier shall reimburse the City for all costs incurred by the City for inspection and project management services required beyond the time specified for final delivery of the bus. If Supplier fails to reimburse the City directly, the City will deduct the cost from Supplier's final pay request.

9.3. Supplier will not be responsible for Liquidated Damages or be deemed to be in default by reason of delays in performance due to reasons beyond Supplier's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Supplier's direction and control that preclude Supplier from performing under the Contract ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of Supplier's performance under the Contract 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 10. Miscellaneous Provisions**

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

10.2. 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.

10.3. Equal Opportunity. No person shall be discriminated against by Supplier 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.

10.4. No Assignment. Supplier may not delegate the performance of any obligation to a third party.

10.5. Adherence to Law. Supplier shall adhere to all applicable federal and state laws, 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 Supplier is required by law to obtain or maintain in order to perform the work described in this Contract shall be obtained and maintained throughout the term of this Contract.

10.6. 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, and 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.

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

10.8. 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.

10.9. 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.

10.10. 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.

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

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

10.13. 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.

10.14. 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.

10.15. 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.

10.16. Interpretation. As a further condition of this Contract, the City and Supplier 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.

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

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

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

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

**SUPPLIER:**

**CITY:**

CREATIVE BUS SALES, INC.

CITY OF WILSONVILLE

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

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

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

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

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

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

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Barbara Jacobson, City Attorney  
City of Wilsonville, Oregon

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# REQUEST FOR TRANSIT VEHICLE PRICE QUOTE (RFQ)

This is (check appropriate):

- Initial Request for Quote (from Requesting Agency to Vendors)  
Due Date: 8/21/2020
- Response to RFQ (from Responding Vendor back to Requesting Agency)
- Grant Funded Purchase Grant Agreement Number 32844

VENDOR (Business Name): Creative Bus Sales, Inc.

Vendor Contact Person: Ken Jarmer Phone: 503.936.4320

Email Address: kenj@creativebussales.com Alt Phone: 425.609.1500 x314

Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)

## REQUESTING AGENCY INFORMATION

Agency: City of Wilsonville Date: 8/5/2020

Contact Person: Scott Simonton Phone: 503-570-1541

Email Address: Simonton@ci.wilsonville.or.us Fax: \_\_\_\_\_

Agency Address: 28879 SW Boberg Road, Wilsonville, OR 97070

The above Agency, through its Public Transit program or public transit affiliate, is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of the following vehicle(s):

From: Oregon State Price Agreement No. of Vehicles Required: 1

PTD Vehicle Category (Check): (Please see PTD Vehicle Descriptions and Useful Life Standards)

Cat A  Cat B  Cat C  Cat D  Cat E (select from 1 or 3)

Length (can be range): 22-24 Regular Seats: 16-24 ADA Stations/Tiedowns: 2

Fuel Type:  Gasoline  Diesel  Bio-fuel  Hybrid  CNG  Propane

High Floor  Low Floor Other Comment: Trolley

The general specification for vehicle is as follows:

<b>A. VENDOR'S VEHICLE BASE PRICE INFORMATION</b>	<b>VEHICLE BASE PRICE</b>
<i>This Section to be completed by Vendor</i>	<i>Enter base price from State Price Agreement below</i>
Vehicle Make/Model: Hometown Trolley Carriage	<b>\$172,304</b>
Length: 22'	
Fuel Type: CNG	
Floor: <input type="checkbox"/> High Floor <input checked="" type="checkbox"/> Low Floor Other:	
No. of Regular Passenger Seats: 20	
No. of ADA Stations w/Tiedowns Desired: 2	
<b>Special Note:</b> <ul style="list-style-type: none"> <li>➤ Pricing below does not include Oregon Vehicle Privilege Tax. Tax is .5% of selling price. Tax will be shown as a line item on the final invoice. Estimated tax on proposed vehicle is \$1,102</li> <li>➤ Due to added weight of CNG conversion, passenger capacity is limited to 20. GVWR &lt; 15,000#.</li> </ul>	
<b>B. VEHICLE REQUIRED SPECIFICATIONS</b>	
<i>Requesting Agency completes Description column</i> <i>Vendor completes "Vendor Response" columns</i>	<b>VENDOR RESPONSE</b>
<b>Requesting Agency's Required Specifications Description</b>	<b>Vendor Suggestions (related to vehicle specs)</b>
Altoona Test Executive Summary	Provided
Ford 450 chassis or approved equal	GM 4500
Enclosed cabin. No vinyl curtains. Egress windows as per FMVSS	Provided
OEM/QVM dedicated CNG fuel system, 40 GGE minimum fuel capacity	Provided
Cow catcher style front bumper	Provided
Hanover displays (or approved equal) LED destination signage, header and curb side only	Provided
Brass steel hand railings	Provided
Altro flooring or approved equal. Color TBD	Provided. RCA Rubber #747, OR, Altro Transit Bison.
Vintage seating with oak slats and wrought iron backing	Provided
Air ride driver's seat with vinyl upholstery (color TBD)	Provided. Bostrum Air Suspension Seat w/ Black Fabric.
Minimum 55,000 BTU AC system	Provided. 95,000 BTU.

Minimum 55,000 BTU passenger heater with booster pump	Provided. 65,000 BTU.		
<b>Requesting Agency's Required Specifications Description (Continued)</b>	<b>VENDOR RESPONSE</b>		
	<i>Vendor Suggestions (related to vehicle specs)</i>		
Lantern style roof	Provided		
Minimum 34" electric entrance door	Provided		
ADA ramp, electrically controlled from driver's seat, with manual override.	Provided. Braun RA 300.		
Functional gong bell w/ pull cord	Provided		
LED yield sign	Provided. Transpec.		
REI HD800 camera system w/8 cameras or approved equal	Provided. REI		
Interior PA system w/ gooseneck mic and six speakers	Provided. REI		
Solid oak interior/exterior trim package	Provided. Oak interior w/ trim. Exterior oak above window line – spar varnished.		
Exterior paint color TBD based on vendor's offerings	Provided. 2-tone PPG paint and HT stripe package. Color TBD.		
<b>Subtotal Cost of Required Options:</b>		<b>\$49,348</b>	
<b>Total Vehicle Cost With All Required Options:</b>		<b>\$221,652</b>	
<b>C. VEHICLE PREFERRED OPTIONS</b>			
<b>Requesting Agency's Preferred Options Description</b>	<b>Included in Base Price?  YES / NO</b>	<b>\$Additional Cost for Option\$  (or Note Not Available)</b>	<b>Vendor Suggestions  (related to vehicle specs)</b>
<b>Subtotal Cost of Preferred Options:</b>		<b>\$0</b>	

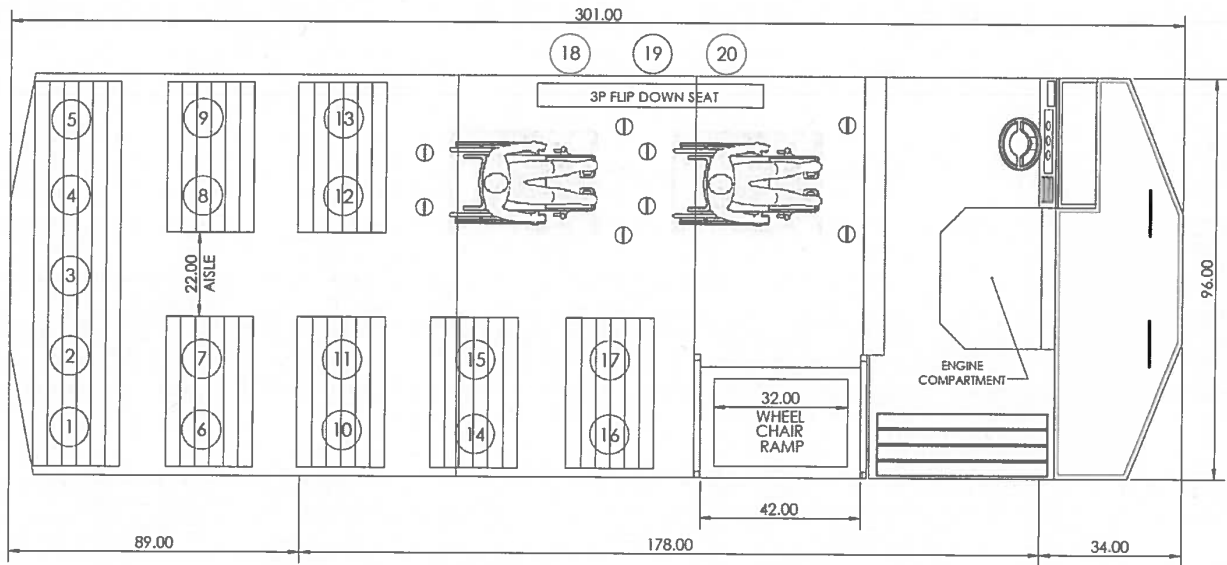
**Ken Jarmer** Digitally signed  
by Ken Jarmer  
Date: 2020.08.25  
13:42:53 -07'00'

Vendor's Signature: \_\_\_\_\_ Date Sent: \_\_\_\_\_

**Vendor's Response Back to RFQ – Please sign and date your response here.**

**Sample Floor plan (Attach or cut-and-paste new plan here, or attach on back)**

**\*Submittal shall include manufacturer's proposed floorplan options maintaining two ADA stations.**



Vendors are strongly encouraged to submit price quotes using the format provided. Vendors should specifically note if and how they meet the above specifications and note any differences in what has been called out above, in their price quotes. This may be done on the form, or on an attached sheet. The vehicle(s) will be purchased with funding from the Oregon Department of Transportation, Public Transit Division and the Requesting Agency, and will follow applicable Federal and State procurement guidelines.

**Price Quote shall be submitted to the Requesting Agency contact person named on the first page on this form.**

**Price Quotes may be sent by U.S. Mail, emailed, or faxed to the addresses for Requesting Agency noted on page 1 of this form.**

**Vendors are required to submit the following certification attachments with each Quote response:**

**Attachment 1 – Certificate of Compliance with Bus Testing Requirement \***

**Attachment 2 – Pre-Award FMVSS and Buy America Certification\***

**Attachment 3 – Transit Vehicle Manufacturer (TVM) Certification (DBE)\***

**\*Required documents included as attachments w/ submittal.**

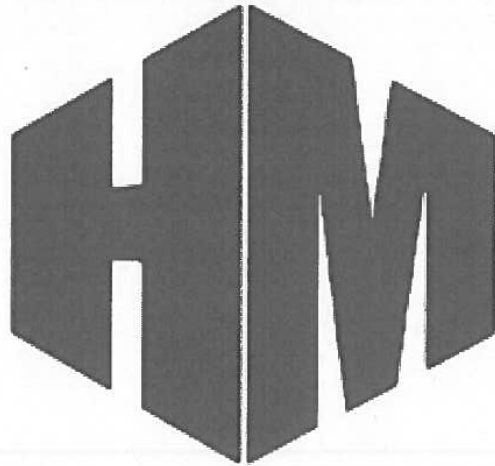
### **VEHICLE SELECTION INFORMATION**

Selection of the vehicle and successful price quote will be based on:

- Lowest Cost with Required Specifications (*Lifecycle costs may be considered in price determination and may affect lowest bid determination*)**
- Best Value Determination (ODOT PTD pre-approval required.)**

**The Best Value Determination criteria are as follows:**

# Hometown Manufacturing Warranty Booklet



This booklet will help you to understand the terms and limitations to your warranty. We have designed our products with the goal to combine high-quality craftsmanship with the latest innovative technology. Most important, we hope you have years of enjoyment of your new Trolley/Coach/Bus.



## Limited Warranty

### BUS/COACH BODY AND BODY STRUCTURE

**Limited Warranty:** Subject to the conditions and limitations set forth herein, Double K Inc. dba Hometown Trolley/Hometown Coach) warrants to the original owner that the Body and Body Structure of your Hometown Trolley/Coach will be free from substantial defects in material and workmanship for the term described below.

**Disclaimer:** Double K, Inc. manufactures custom built vehicles. Unless exact specifications are listed in the original order, Double K, Inc. does not and cannot warrant the structural dimensions of its vehicles or units. Double K, Inc. reserves the right to modify or improve its products at any time during manufacture or servicing without prior notification to the purchaser.

**Term:** The provisions of this Limited Warranty commence on the day of delivery of the Hometown Trolley/Coach to its Original Owner ("Original Owner" is defined as the first purchaser or lessor of the Hometown Trolley/Coach) and continues:

- A. Complete trolley/coach against defects in materials and workmanship for a period of 1 YEAR or 12,000 miles, whichever is to occur first.
- B. Body and chassis structural integrity warranty coverage is 3 YEARS or 50,000 miles, whichever is to occur first. This warranty extends to the mainframe (consisting of side rails, floor cross members, upright supports, roof bows, and side and roof extensions) and parts manufactured by Double K, Inc. that attach to the mainframe. This warranty excludes any and all parts manufactured by anyone other than Double K, Inc.
- C. As to the body structure, for a period of 3 YEARS or 50,000 miles, whichever is to occur first. Body structure is specifically defined as the steel body frame, steel floor frame, exterior side walls, and roof. Excluded from the definition of body structure is the chassis received from the manufacturer, doors, roof vents, paint, bumpers, windows, "spider" gel coat cracks, interior panels and wall coverings, floor coverings, rub rails, relays, switches, and lights.
- D. Body and Chassis fatigue warranty coverage is 3 YEARS or 50,000 miles, whichever is to occur first.
- E. Major subcomponent systems carry their own warranty. Refer to the component manufacturer for specific coverage.

**Exclusions:** This Limited Warranty is limited exclusively to the Body and Body Structure and Double K Inc. makes no warranty as to the following:

- A. This warranty shall not apply to damage or cost caused by: (1) abuse, misuse, neglect, accident, collision, operation at other than specified design speed or rated capacity, or loading in excess of the gross vehicle load ratings stated on the VIN label; or (2) alteration, modification, or repair outside of the factory specifications made without prior consent of Double K, Inc.
- B. Any alteration or modification of the vehicle or unit, any repair made to any portion of the vehicle or unit manufactured by Double K, Inc. without the prior written authorization of Double K, Inc. or any loading in excess of the gross vehicle load ratings stated on the VIN Label voids this warranty.

- C. Double K, Inc. warrants only the original, factory paint job on vehicles that have been clear coated or painted with polyurethane paint at the factory for a period of 1 YEAR from the date of manufacture as listed on the VIN sticker. Upon determination of warranty coverage by a Double K, Inc. factory representative, Double K, Inc. will repair or repaint the defective portion of the paint job in whatever manner it determines, in its sole discretion, will best resolve the defect.
- D. This paint warranty shall not apply to damage or cost caused by: (1) abuse, misuse, neglect, accident, collision, deterioration, environmental pollution factors, road elements, salt, sand, weather conditions, improper wash solvents, lack of or negligent maintenance, or act of God; or (2) alteration, modification, repair or repaint made without the prior written consent of Double K, Inc.
- E. Any alteration or modification of the paint job on the vehicle or unit, or any repair or repaint of any portion of the vehicle or unit's paint job made without the prior written authorization of Double K, Inc. including but not limited to stripping, removal of lettering, or paint repairs not authorized in writing by Double K, Inc. void this paint warranty.

**Remedies:** At Double K, Inc.'s option, we will repair, replace or refund the purchase price paid for any Body or Body Structure verified by Double K, Inc. to be defective during the applicable warranty period, provided that:

- A. Double K, Inc. receives written notice of any claimed defect during or within sixty (60) days after expiration of the warranty period, which written notice will include the vehicle serial number, date of purchase, and current odometer reading. Send notice to Jesse@hometown-mfg.com "Double K, Inc. Attn: Warranty Department, PO Box 185, 750 Industrial Parkway, Crandon, WI 54520". An Authorization Form must be completed and approved to begin any work on the unit. Once the Authorization Form is approved, repair work may begin. Replacement parts will be shipped at this time if necessary. Once repair work is performed and completed, any invoices must be completed and sent to Jesse@hometown-mfg.com or "Double K, Inc. Attn: Warranty Department, PO Box 185, 750 Industrial Parkway, Crandon, WI 54520" before sixty (60) days of completion of repair. The Reimbursement Form will be reviewed and appropriate reimbursement will be paid per factory repair standards. Defective parts may need to be shipped back to Double K, Inc.
- B. The original owner makes the defective product available to Double K, Inc. free and clear of all liens and encumbrances.
- C. All repairs are performed by Double K, Inc. or an authorized Double K, Inc. dealer, or an alternate service center approved by Double K, Inc. writing in advance.
- D. If diagnostic time and/or repair will exceed two hundred dollars (\$200) in the aggregate, the original owner must ensure that the repair shop contacts Double K, Inc. (715-301-0149) in advance of any diagnostics or work being performed in order to receive authorization that verifies the defect and authorizes the performance of the remedy elected by Double K, Inc. Your legal remedies as to Double K, Inc. are limited exclusively to the right to repair, replacement or purchase price repayment.

**Limitations:**

- A. The warranties and remedies set forth above are exclusive and in lieu of all other warranties, remedies, and condition, whether verbal or written, express or implied. Double K, Inc. specifically disclaims any and all implied warranties, including, without limitation, warranties or merchant ability fitness for a particular purpose. If Double K, Inc. cannot lawfully disclaim implied warranties of merchantability and fitness for a particular purpose is limited in duration

to the duration of this warranty. No Double K, Inc. agent, salesperson, dealer, or employee is authorized to make any modification, extension or addition to this warranty.

- B. This limited warranty excludes all incidental and consequential damages, including but not limited to, transportation to and from the dealer, repair shop, or Double K, Inc. for warranty service, loss of time, loss of use, loss of revenues, salaries, or commissions, interest and finance charges, lodging, towing charges, bus fares, car rentals, fuel expense, telephone charges, inconvenience and costs of repairing or replacing other property that is damaged due to a defect in the product. Any freight, delivery, or transportation charge to or from the factory or service location is the sole responsibility of the purchaser and is not included in this warranty.
- C. This limited warranty extends to the original owner only and is not transferrable.

Each Vehicle we build is assembled using parts from a variety of quality manufacturers who provide their own warranties.

Manufacturers may have policies and procedures on making claims. Be sure to read over your warranties provided in the owner's manual and owner's packet and obtain preauthorization before work is performed so you know what is covered.

Below is a sample list of components that may be part of your vehicle:

MAJOR COMPONENT DESCRIPTION	PROVIDER
Engine	Cummins/General Motors/Ford
Transmission	Allison/General Motors/Ford
Axle (Front and Rear)	Meritor
A/C	Thermo King/MCC/Pro-Air
Brake System	Meritor
Destination Signs	Luminator/Transign
Door Systems	Vapor/A&M
Air Compressor	Cummins
Wheelchair Ramp	Ricon/Lift-U/Braun
Emission Control System	Cummins
Air Dryer	Haldex
Alternator	Niehoff
Charge Air Cooler	EMP/Freightliner
Fire Suppression System	Kidde
Engine Cooling System	EMP/Freightliner

All the above listed warranties have stipulations as to how to request warranty repairs and authorizations. Towing is typically excluded. The procedure for warranty repairs is outlined in the next pages. It would be best to always contact Hometown Trolley so that we may help in getting your vehicle repaired in the most prudent way possible.

1. Contact Jesse at Hometown Trolley at [Jesse@hometown-mfg.com](mailto:Jesse@hometown-mfg.com) for technical support, troubleshooting, and/or to request a Warranty Authorization Form to determine whether your repairs will be covered under warranty before any work begins.
  - a. Complete the Warranty Pre-Authorization Form with a detailed explanation of the problem. Be sure to provide the VIN number, in-service date, mileage, part needed, estimate of repair needed (if a recommended course of action is known), name of the repair facility, and contact information.
2. Send photos if necessary (ex. paint defects)
3. If the Warranty Pre-Authorization Form is approved, you may begin repairs at earliest convenience.

4. Order replacement or repair parts directly from Hometown Trolley if necessary.
  - a. All warranted replacement parts are shipped via UPS Standard Ground Shipping.
  - b. If expedited shipping is required, the difference in shipping costs will be the customer's responsibility.
5. Return Merchandise Authorization (RMA) maybe issued for defective parts. Upon receipt of defective part, analysis will be done to validate failure if applicable.
6. Once the repair is complete, send the repair invoices and completed Hometown Trolley Claim Reimbursement Form to Hometown Trolley's Warranty Department ([Jesse@hometown-mfg.com](mailto:Jesse@hometown-mfg.com)).
7. Claim Reimbursement Form will be reviewed, and payment will be sent accordingly.

**Limitations:**

- A. Warranty Claims will not be honored without preauthorization.
- B. Warranty Claims will be reimbursed according to Warrantied Allotted Times.

Listed below are some helpful phone numbers for assistance with warranty repairs.

## Chassis

Freightliner Roadside Assistance / 1-800-385-4357

Ford Roadside Assistance / 1-800-241-3673

GM Roadside Assistance / 1-800-862-4389

Bluebird / 1-866-384-2790

## HVAC

Thermo King A/C Customer Service / 1-888-887-2202

MCC Customer Service / 1-800-450-2211

Carrier Transport A/C Customer Service / 1-800-255-7382

Trans Air Customer Service / 1-800-673-2446

Pro Air-Act A/C Customer Service / 1-800-338-8544

## ADA

Braun Lift Customer Service / 1-800-843-5438

Ricon Corp. Customer Service / 1-800-322-2884

Lift U Customer Service / 1-209-838-2400 ext 285

**WARRANTY SUMMARY**

<b>Manufacturer</b>	<b>Component</b>	<b>Warranty coverage</b>
Hometown Trolley Streetcar	Body structure	3 years/50,000 miles
Hometown Trolley Streetcar	Chassis structure	3 years/50,000 miles
Hometown Trolley Villager	Body structure	3 years/50,000 miles
Hometown Trolley Carriage	Body structure	3 years/36,000 miles
Hometown Trolley Mainstreet	Body structure	3 years/50,000 miles
Hometown coach	Body structure	3 years/50,000 miles
Hometown	Electric system	2 years
Ford chassis	Chassis components	3 years/36,000 miles
Ford chassis	Powertrain	5 years/60,000 miles
Freightliner chassis	Chassis components	3 year/50,000miles
Freightliner chassis	Powertrain	3 years/50,000 miles
A&M	Entrance doors	1 year
Vapor	Entrance doors	1 year - parts only
Braun	ADA lift	3 years/10,000 cycles
Ricon	ADA lift	1 year
Lift u	ADA ramp	2 years
Lift u	ADA step lift	1 year
MCC	Ducted HVAC	2 years
Pro air	Defroster/heating/cooling	2 years
Luminator	LED destination signs	1 year
Transign	LED destination signs	1 year

**Extended Warranty available at additional cost**

Ford	Chassis	
Ford	Powertrain	
Freightliner	Chassis	
Freightliner	Powertrain	
Hometown Trolley/Coach	Structure visible corrosion	5 years
Hometown Trolley/Coach	Structure	5 years

## BUY AMERICA CERTIFICATION

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

Trolley Purchase from Creative Bus Sales

#### *CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS:*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 USC 5323(j)(1), and the applicable regulations in 49 CFR Part 661.

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

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

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

Title: \_\_\_\_\_

#### *CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS:*

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

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

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

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

Title: \_\_\_\_\_

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, September 16, 2019. Mayor Knapp called the meeting to order at 7:05 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

- Mayor Knapp
- Council President Akervall
- Councilor Lehan
- Councilor West
- Councilor Linville

Staff present included:

- Bryan Cosgrove, City Manager
- Jeanna Troha, Assistant City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Chris Neamtzu, Community Development Director
- Bill Evans, Communications & Marketing Manager
- Mark Ottenad, Public/Government Affairs Director
- Patty Nelson, City Engineer
- Zoe Monahan, Assistant to the City Manager
- Pam Munsterman, Accounting Specialist
- Fred Weinhouse, Municipal Court Judge
- Dan Pauly, Planning Manager

Motion to approve the order of the agenda.

**Motion:** Councilor Lehan moved to approve the order of the agenda. Councilor Akervall seconded the motion.

**Vote:** Motion carried 4-0.

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes

**SWEAR IN NEWLY APPOINTED COUNCILOR**

Judge Weinhouse administered the oath of office to Councilor Appointee Joann Linville. A break for refreshments and pictures took place from 7:11 p.m. to 7:27 p.m.

Councilor Linville said she was honored to be on the Council. She thanked the Councilors for their support and confidence in her ability to fill the position. She also thanked Bob Harland for



**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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asking her to consider applying for the position. Lastly, she thanked her friends, neighbors, and family for their support.

**COMMUNICATIONS**

A. Multi-City Equity Summit

Assistant City Manager Jeanna Troha, David Salerno Director of Equity, Lake Oswego School District, and Willie Poinsette Co-founder and President, Respond to Racism, gave a detailed presentation on the history and development of the inaugural Multi-City Equity Summit. The Council was invited to attend the summit, which is a tool to learn and identify ways to support diversity, equity and inclusion in our communities. The Multi-City Equity Summit would take place October 19, 2019 from 8:00 a.m. to 4:00 p.m. at Lake Oswego High School (2501 Country Club Road Lake Oswego, OR 97034). A save the date and registration information was made available.

Councilor Lehan presumed the event would include a historical basis of things cross culturally. She was always asking who wrote the history and whose story might not have been told.

Mr. Salerno confirmed the event would include a couple of sessions on the historical context.

Councilor Akervall asked if participants needed to register in advance for the breakout sessions.

Mr. Salerno said yes, registration was required because a limited number of seats would be available.

Councilor Linville believed this was a wonderful way to include the community and governments.

Councilor West confirmed the event would be appropriate for children and families.

**CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS**

Pat Wolfram, President of Wilsonville Rotary Club, invited the Council to attend the International Rotary Exchange on October 9, 2019 at 5:00 p.m. at the World of Speed.

Jeff Skreen, Wilsonville, said his neighborhood had become overflow parking for two major apartment complexes and Wilsonville High School. This has affected safety and livability in the neighborhood. He presented photographs showing line of sight issues and gave a detailed description of the safety issues shown in each photograph. He asked that no parking be allowed 50 feet from the edge of the intersections.

John Swiskey, Wilsonville, stated he was concerned about the parking issues in Meadows Loop. Safety clearance was needed in designated areas because drivers and currently at risk. He wanted a modification to the parking allowance in the cul-de-sac.

**CITY OF WILSONVILLE**  
**CITY COUNCIL MEETING MINUTES**

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City Manager Cosgrove responded that Staff had heard this concern from many of the neighbors. One concern was about people parking in front of the fire hydrant, so Staff cleared bushes and installed signage. Since then, Staff has not seen cars parked in front of that hydrant. Another concern was about fire truck access, so Staff requested that Tualatin Valley Fire and Rescue (TVF&R) do inspections during peak traffic times at Meadow Loop and Meadow Court. They found that the road was sufficient for emergency apparatus without any issues or concerns. Police and Code Enforcement are looking for parking violations in the area. Due to the unique parking demands in the area, there is an ORS regulation prohibiting parking within 20 feet of an intersection. Staff is looking into installing signage. Staff also heard concerns about speeding, so the City conducted two studies, which found that the cars parking on both sides is calming the traffic, as the street was designed to do. Staff would continue to work with the neighbors on the issues in the cul-de-sac. He provided copies of Staff's report to the audience.

Councilor Lehan confirmed with Staff that recreational vehicles (RV) could not be parked overnight on residential streets.

Councilor West added that vehicles could not hang beyond the corner or park within 20 feet of an intersection.

City Manager Cosgrove responded that would be a violation of the ORS and he wanted to install signage to prevent that because the City does not have its own local ordinance.

Kevin Ferrasci O'Malley, CEO of the Wilsonville Chamber of Commerce, read aloud a letter that he also submitted to Council in support of the Aurora Airport.

Joseph Schafer, Chair of the Aurora Planning Commission, thanked the Council for inviting the City of Aurora to their meeting. The City's policy is that geographic expansion of the airport should be preceded by annexation into Aurora and the City is currently opposing the pending application to convert the former church camp on Airport Road to office and aviation uses. Aurora City Council decided to oppose the Airport Master Plan as drafted. Although, that opposition could be transformed into support if the plan was revised. The City will submit extensive written comments and materials for consideration by the Board of Aviation when it adopts findings on how the master plan complies with land use regulations. Aurora knew that City of Wilsonville shares their concern about compliance with Statewide Planning Goal 1 on public involvement and Goal 2 on coordinated land use planning. Aurora was invited to participate in the Land Use Board of Appeals (LUBA) appeal filed by the Friends of French Prairie, but the City Council had not yet decided whether, and if so, how to participate in the appeal. However, Wilsonville would be informed of Aurora's decision. In the interim, he would be happy to coordinate with Wilsonville's team on these issues.

Wayne Richards, Chair of the Charbonneau Civic Affairs Committee, said he spoke at the November 28, 2019 meeting and since then, he had spoken to about 30 people and had not been able to find anyone in Charbonneau who supported the airport extension. Rule 1 of the Oregon Land Use Act was violated by not having public hearings and seeking input by those most affected in Wilsonville. Extending the runway would require use of the best crop growing land in the world. The noise will increase once jets are flying over Wilsonville and Charbonneau. A high

**CITY OF WILSONVILLE**  
**CITY COUNCIL MEETING MINUTES**

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quality, proper length runway already exists 22 nautical miles south in Salem. The Aurora airport not necessary. Leaded fuel rains 450 pounds of lead on Wilsonville and Aurora every year. Lead accumulates and does not disappear. More jets means more jet fuel. Sulfur, a byproduct of burning jet fuel, creates toxic exhaust. Air pollution deaths account for 10 percent of people who pass away from airplane exhaust. There is no municipal oversight for controlling sewage, water, and ground water. A creek runs right by the airport and the airport waste is becoming part of the aquifer. The airport has self-reported numbers to justify their master plan, knowing their tower has Federal Aviation Administration (FAA) personnel that logs every takeoff and landing. The real numbers likely exclude the airport from and FAA consideration of constrained takeoffs and landings. The airport worked out a permanent waiver for the Bombardier Global Express, which fully loaded is too heavy for that airport. The runway is 1,100 feet too short to take off in a fully loaded Bombardier and it would be irresponsible for that plan to land on that runway. If the airport is extended, traffic and parking will become a problem in the area. He requested a withdrawal of the current Oregon Department of Aviation (ODA) application and development of an inclusive intergovernmental agreement (IGA) that includes the communities affected by the airport extension.

Tony Helbling read aloud a letter from Bruce Bennett, President of the Airport Improvement Association, encouraging the City to submit comments to ODA in support of the master plan and refrain from participating in the Lan Use Board of Appeals (LUBA) appeal filed by the Friends of French Prairie.

Eric Holm, Wilsonville, said he supported the City investigating carefully and making its best judgement known on the Aurora Airport issues. He was concerned about the integrity of Oregon's land use planning process and believed the airport expansion was being rushed.

Ted Millar, Charbonneau, said he knew over 100 pilots who live in Charbonneau and support the airport. He had been a strong supporter of Wilsonville since 1958. He moved his business from Wilsonville to the airport and was involved for many years in the airport master planning process. When the master plan was approved, many of the opponents did not like the outcome, so they said the process was not transparent. However, all of the meetings he attended for over three years were very open and Wilsonville had a chance to participate. He strongly opposed the City joining the appeal of the ODA director's August 21, 2019 letter to LUBA. The airport is home to many businesses that are integral to the fabric of the community. Safe operations of the airport is vital to Wilsonville and the surrounding area's job base, economic development, and public safety. He made a letter available to the Council.

Bill Wallace, Charbonneau, said he recently moved to Oregon and was surprised to learn about the process the airport expansion had gone through. This project should improve the quality of life for the people affected by the project, but this project only creates more noise, construction impacts, and reductions to mobility and access without improving public safety. He urged the Council to revisit the master plan and do something right for this airport activity.

Ben Williams said he and Friends of French Prairie were Airport not opposed to the airport, aviation, or anything related like the Wilsonville employees who work there or any of the economic dynamics. The airport is an economic engine. However, they were opposed to

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inappropriate expansion and or growth that is not consistent with or violates Oregon land use laws. The 2012 Aurora Master Plan has not addressed the detail of the Land Use System and the data in the Master Plan. The data in the plan is presented to the FAA to get the FAA to fund the expansion. The air traffic control tower went live in 2015 and they did not oppose it because it enhanced the safety of the airport. However, because of having an air traffic control tower, all of the flights are counted. For 2018, the projected operations in the master plan was over 98,000, but the actual was 63,000. This data has been available for three years, but there has been no effort by the Department of Aviation to update the projections in the master plan to seek approval for FAA funding of the runway expansion. The biggest point of contention around constrained operations was a survey done by the Department of Aviation, which was fraught with problems. The Department of Aviation was under a State agency coordinating agreement at the time, but they met almost none of the requirements in the agreement. They were also under related administrative rules, but complied with almost none of those rules. This has been a nine-year long process now and has been inconsistent with land use laws.

### **MAYOR'S BUSINESS**

#### **A. Aurora Airport Master Plan Hearing**

Mayor Knapp stated there were advantages and disadvantages to the airport and there were differences of opinion about whether one outweighed the other. There were concerns that Oregon land use laws were not followed appropriately and that the information presented was tainted or not analytical. These uncertainties have led to a lot of contention but could be resolved by a legitimate process that would clarify what was accurate. Wilsonville was rebuffed in its attempt to be involved in the IGA and the City's request for more inclusion in the process has been denied. He personally believed the City needed to preserve the ability to advocate for what the Council believed was best for citizens. He asked how long the City had known about this issue and what had been done since the City became aware of it.

City Manager Cosgrove said his office did not receive any notices, but he found out about it when Mark Ottenad brought it to his attention. He had three days to respond to the Council and the issue was added to the agenda even though Staff did not have any materials to present to the Council. He gave Mr. Ferrasci O'Malley all of the information he had on Friday. Staff's position on the airport has not changed. The IGA excluded Wilsonville and Clackamas County, which was a conscious choice by those who were making the decisions, which was not fair to the City or County because there are transportation impacts. There are legitimate concerns with the master plan and he believed Goal 1 had been violated. He asked if the Council wanted Staff to respond in writing to the appeal.

City Attorney Jacobson added that Wilsonville was not given much time to act. The City received a copy of the appeal the day after it was filed, on September 10, 2019, and was asked to intervene on the same day. Filing a motion to intervene must be done quickly and the Council can later decide to opt out, so the City would not be committed to any argument.

City Manager Cosgrove stated he had read the letter that the Friends of French Prairie sent to the director of ODA, which stated there were process errors. Then, two or three days later, the

**CITY OF WILSONVILLE**  
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director said the ODA master plan was valid and the public hearing was announced. The public comment session is Tuesday, September 21, 2019 from 3:00 p.m. to 5:00 p.m. at the Salem Airport. The City's written testimony must be submitted by Friday, October 4, 2019. The hearing will be in Sun River on October 31, 2019. If the City does not submit testimony, Wilsonville will not have standing. Additionally, submitting testimony would be separate from filing a motion to intervene. He asked if the Council wanted to submit testimony.

**Motion:** Councilor Lehan moved to submit testimony, signed by the City Manager, by October 4, 2019, as outlined during the work session and consistent with the letter the City has already sent, requesting the inclusion of the City of Wilsonville and Clackamas County in the IGA, and stating the City's general land use concerns. Councilor Akervall seconded the motion.

Councilor Lehan thanked the City of Aurora for coming forward. These are volunteers that have taken their time and do not have robust Staff support. She understood the concerns about annexation and land use issues because this is a major industrial expansion. Those concerns need to be taken into consideration as this issue proceeds.

Councilor West appreciated hearing from a wide swath of the community. He believed the Aurora Airport was a gift to the community. The robust city he wants his children and grandchildren to grow up in includes the airport. The airport is older than Charbonneau and the runway was originally 4,100 feet long. In 1976, it was extended to 5,000 feet with plans to extend it again to 6,000 feet by 1995. This project has not been rushed. The public process is not always clean and can be gritty because democracy allows different ideas and opposing views to be battled out. He was proud of how the neighbors have respectfully debated this very contentious issue. He believed the Wilsonville community was heard during the meetings and open houses in 2012. Additionally, Charbonneau has attended every hearing. Many people and businesses in the community support the airport. The neighborhood that does not support the airport does not speak for the entire community. Wilsonville should not jump in so quickly because it is not clear what the community wants the City to say and the Council has not been given an overwhelming mandate one way or the other. Intervening creates the potential for the City to gum up the process or to be seen as obstructionist or subversive and Wilsonville does not even have jurisdiction on this issue right now. The letter from the Director of the ODA clarified that on August 21, 2019; the master plan was submitted to the FAA. The meeting minutes show the board voted on the master plan in 2012. This will affect the entire state and region. The airport has 10 percent of Oregon taxpayer funds and 90 percent FAA funds to pay for the expansion. He was excited to support that economic benefit to future generations. He believed the City should survey the businesses and take more input. He would not be pushed into making a decision quickly or before he hears from everyone on whether the City should join the lawsuit. He encouraged everyone to testify and engage in the public process. Meetings are being held all over the state and everyone has the right to make their voice heard. He did not believe the City was in a position to take sides right now.

Councilor Linville thanked the citizens who provided testimony. She had spent quite a bit of time delving into information about the airport, including the master plan and documents from 2011. She struggled with the opposition to updating a seven-year-old plan. She did not understand the

**CITY OF WILSONVILLE  
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resistance. She had not heard anything from the Council tonight that would lead her to refrain from supporting the Council’s past position on this issue. She valued the airport and a transparent public process should reinforce the information that would lead the community to support the airport further. Should the public process happen and lead to a different outcome, she would support the decision.

Councilor Akervall stated the City’s request to be notified of meetings had not been fulfilled. Everybody wants to be heard and wants to be part of the process. Wilsonville’s testimony is one way to continue to be heard and participate in the process.

Councilor Lehan said she had lived with the airport her whole life and she had never opposed it as a rural airport for small aircraft. The City has always supported the airport in that capacity. If the airport is going to change into a big airport, the impacts to traffic, sewer, water, and storm runoff must be ameliorated. All other industries in Wilsonville must consider those system impacts.

Councilor West noted that the Boone Bridge is a priority and the City would have a lot more leverage for the bridge to be completed if the airport is expanded because Wilsonville would be seen as more of a viable economic hub. He encouraged Councilors to tour the airport, which is informative and educational.

Mayor Knapp stated he did not believe following the rules should be optional. If there really is that much benefit, that will come out during the process and the analytics will speak for themselves. He believed the community should preserve its ability to participate.

**Vote:** Motion carried 4-1.

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	No
Councilor Linville	Yes

Mayor Knapp asked if the Council wanted to file a motion to intervene in the appeal.

City Attorney Jacobson explained that the LUBA appeal is a very limited land use issue. In October, the director of ODA stated in a letter that the draft master plan had not been submitted to the State Board of Aviation for adoption. Then in August, the director of the ODA sent a clarifying letter stating the draft master plan actually was submitted to the board. The litigation is to find out what process did or did not occur.

**Motion:** Councilor Akervall moved to file a motion to intervene in the LUBA appeal filed by Friends of French Prairie. Councilor Lehan seconded the motion.

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Councilor Linville wanted to know if the City deciding to act would be considered a lawsuit. She also wanted to know if the appeal was considered a lawsuit.

City Attorney Jacobson explained that it would not be a lawsuit in a court. The issue is before LUBA because it is a limited land use issue. The Court of Appeals will decide whether the process was correct or flawed.

Councilor West stated he was not comfortable with the City coming in at the ninth hour after all the work that had been done over many years. Wilsonville has danced around this issue for a long time.

Councilor Lehan disagreed with Councilor West. She did not believe Wilsonville had danced around the issue, but had been consistently saying they wanted to be included in the process and follow land use laws. The City could not have acted any faster after only hearing about this through the grapevine.

Mayor Knapp said Wilsonville had been discussing this for a decade and the issue has not changed. The City is not taking a position on whether the airport expansion merits outweigh the adverse impacts. The City is simply preserving its right to be part of the discussion if it becomes a more formal discussion through LUBA.

**Vote:** Motion carried 4-1.

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	No
Councilor Linville	Yes

**B. Upcoming Meetings**

Upcoming meetings were announced by the Mayor as well as the regional meetings he attended on behalf of the City.

**COUNCILOR COMMENTS**

**A. Councilor Akervall**

Welcomed Joann Linville to Council and expressed thanks that she was serving on the Council.

**B. Councilor Lehan**

Welcomed new Councilor Linville and announced she would be speaking at McMenamins History Pub next week about myths and milestones of Wilsonville’s history.

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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C. Councilor West

Welcomed Ms. Linville to the Council.

D. Councilor Linville

Said she was humbled and honored to be on the Council. She had met City Staff and department heads and found that every department was committed to quality and to the citizens. Staff seemed to enjoy working for the City. That speaks to the City Manager and the Council's management of the City. Her role is to make public policies in concert with the community and to serve the citizens.

**PUBLIC HEARING**

A. **Ordinance No. 838** – 1<sup>st</sup> Reading

An Ordinance Of The City Of Wilsonville Declaring And Authorizing The Vacation Of An Approximately 2,075 Square Foot Stub Of SW Cherbourg Lane Public Street Right-Of-Way North Of SW Berlin Avenue In Villebois Legally Described In Attachment 3.

City Attorney Jacobson read the title of Ordinance No. 838 into the record on first reading.

Mayor Knapp provided the public hearing format and opened the public hearing at 9:19 p.m.

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

Planning Manager Pauly provided the Staff report via PowerPoint.

No legal comments were made.

Mayor Knapp invited public testimony. Seeing none, he closed the public hearing at 9:28 p.m.

**Motion:** Councilor West moved to adopt Ordinance No. 838 on first reading. Councilor Akervall seconded the motion.

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

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor West	Yes

**CITY MANAGER'S BUSINESS**



**CITY OF WILSONVILLE  
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City Manager Cosgrove welcomed Ms. Linville and reminded the Council of the League of Oregon Cities (LOC) conference, where the City would host a hospitality suite.

**LEGAL BUSINESS**

A. Solid Waste Franchise Rate Review Contract Extension – Bell & Associates, Inc.

City Attorney Jacobson recalled that at the last work session, Republic Services submitted testimony disagreeing with some of Staff’s findings pertaining to service rates. The Council had asked that more meetings be held, so Staff was requesting an extension to the contract with the City’s consultant.

**Motion:** Councilor Lehan moved to authorize up to an additional \$5,000 for Bell & Associates, Inc. to complete its review of Republic Services’ service rates. West seconded the motion.

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

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor West	Yes

**ADJOURN**

Mayor Knapp adjourned the meeting at 9:33 p.m.

Respectfully submitted,

\_\_\_\_\_  
Kimberly Veliz, City Recorder

ATTEST:

\_\_\_\_\_  
Tim Knapp, Mayor

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:30 p.m. on Monday, October 21, 2019. Mayor Knapp called the meeting to order at 7:38 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

- Mayor Knapp
- Council President Akervall
- Councilor Lehan
- Councilor West
- Councilor Linville

Staff present included:

- Jeanna Troha, Assistant City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Delora Kerber, Public Works Director
- Patty Nelson, City Engineer
- Bill Evans, Communications & Marketing Manager
- Mark Ottenad, Public/Government Affairs Director

Motion to approve the order of the agenda.

Councilor Linville requested that Resolution No. 2770 be pulled from the Consent Agenda and be moved to the New Business portion of the agenda.

**Motion:** Councilor Lehan moved to accept the move of Resolution No. 2270 and approved the order of the agenda. Councilor Akervall seconded the motion.

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

**SUMMARY OF VOTES**

- Mayor Knapp Yes
- Council President Akervall Yes
- Councilor Lehan Yes
- Councilor West Yes
- Councilor Linville Yes

**COMMUNICATIONS**

A. Republic Services Presentation of 2019 Annual Report

Jason Jordan and KJ Lewis of Republic Services presented the company’s annual report for 2019, detailing service goals and a summary of current operations. The report also included market updates on recycling, as requested by Councilors during the work session. During the presentation, they answered clarifying questions from Councilors about franchise taxes, free services to the City, and the customer service center. A copy of the report was included in the agenda packet.

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Councilor Linville said she appreciated the continuing education materials.

Councilor West stated he was impressed with the customer service and the way Republic Services reported their profits.

**CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS**

Christine Fruin, Wilsonville, said she attended to hear Republic Services annual report. She believed their service was great and the rates were reasonable. She had some issues getting in touch with them in the beginning, but over the years, it had become easier to talk to the company if there is an issue. She also appreciated efforts to publish the holiday schedule. Her only concern was that their call center was located in Arizona and she could not talk to anyone local.

Rich Truitt, Wilsonville, said he was speaking on behalf of North Willamette Habitat for Humanity. He offered assistance to the City as it develops a strategy for equitable and affordable housing. His organization provides housing to people with limited income. They just broke ground on their 48<sup>th</sup> unit and would begin construction on a tri-plex later in the year. Housing is a large issue and the City will need a lot of partners. His organization has a large donor base and incredible volunteers. They also operate two retail stores that help fund the building of their homes. Half of their homes have been repaid and the payments are used to fund more homes as well. Habitat for Humanity would be happy to work with Staff, the taskforce, the Planning Commission and the Council to develop a strategy.

**MAYOR'S BUSINESS**

A. Upcoming meetings

Upcoming meetings were announced by the Mayor as well as the regional meetings he attended on behalf of the City.

**COUNCILOR COMMENTS**

A. Council President Akervall

Councilor Akervall reported that last Wednesday, she attended the Chamber of Commerce morning Spark that was hosted by the City of Wilsonville. Additionally, on Saturday she attended the Multi-Equity Summit held in Lake Oswego. She reported that the Kitakata delegation would be arriving this coming Saturday and her family would be hosting students.

B. Councilor Lehan

Councilor Lehan noted that this Saturday, the Fall Frolic 5-K and Harvest Festival would be at the Boozier Stein Barn. She also announced that she had nominated the walnut orchard in Murase as a State Heritage Grove.

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C. Councilor West

Councilor West reported that he had a productive meeting with Rep. Neron and Universal Health Systems. He reminded everyone to be safe and wear bright colors during Trick or Treat.

D. Councilor Linville

Councilor Linville reported that she attended the Shirlanka Rotarians event. She also attended the French Prairie Forum to see a presentation on the economic impacts of 2020 Census. She believed the Council should help citizens understand and participate in the Census. She reported that Community Opportunity Grants had been awarded to the I-5 Connection for concerts and to the Charbonneau's Arts Festival for displays. She provided details about the festival events and noted that it raised funds for high school art programs. She reminded that the SMART offered free transportation.

Councilor Lehan noted that the information in the Census is made public after 72 years.

Mayor Knapp added that cities could appoint a Complete Count Committee to encourage participation in the Census. He also reminded that Leaf Drop Off Day would be in November.

**CONSENT AGENDA**

The below Consent Agenda item was moved to the New Business portion of the agenda per Council's request.

A. **Resolution No. 2770**

A Resolution of the City of Wilsonville Authorizing the City Manager to Enter into an Intergovernmental Agreement with Willamette Water Supply Program Commission and Tualatin Valley Water District for the Raw Water Facilities Project (RWF\_1.0).

**NEW BUSINESS**

A. **Resolution No. 2770**

A Resolution of the City of Wilsonville Authorizing the City Manager to Enter into an Intergovernmental Agreement with Willamette Water Supply Program Commission and Tualatin Valley Water District for the Raw Water Facilities Project (RWF\_1.0).

Ms. Jacobson read the title of Resolution No. 2770 into the record.

Delora Kerber, Public Works Director, and Patty Nelson, City Engineer, provided a brief overview of Resolution No. 2770 and gave details of the raw water facilities project.

Councilor Linville asked how the City would benefit from this project.

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Director Kerber stated the City would get \$2.5 million in compensation. In previous agreements, the City has also negotiated over \$17 million in lease payments, seismic upgrades, and an additional 5 million gallons of capacity in the raw water facility.

Mayor Knapp said when the treatment plant was originally built, the City’s agreement with the water district stipulated that whoever drew the most water would have a controlling interest and would operate the plant. As part of this project, the City negotiated a modification to that clause which would allow Wilsonville to continue operating the treatment plant regardless of the amount of water others draw from it. This prevents the City from having to depend on outside entities to provide critical services.

Councilor West asked if Staff felt the City was being compensated fairly.

Director Kerber said she believed the City was getting a great value out of the deal.

Mayor Knapp confirmed with Staff that the project would be complete by 2024.

**Motion:** Councilor Lehan moved to approve Resolution No. 2770. Councilor Akervall seconded the motion.

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

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

**CITY MANAGER’S BUSINESS**

A. A Toast to Imagination

Staff invited Councilors to the Wilsonville Public Library Foundation’s annual fundraiser, "A Toast to Imagination" on Saturday, November 9, 2019 from 7-9:30 p.m. at the Wilsonville Public Library.

B. Meadows Loop Parking Concerns

Assistant City Manager Troha reported on the concerns brought forth by the Meadows neighborhood and the various ways Staff followed up on those concerns and resolved the issues.

Councilor West said he met with some of residents that week. He confirmed with Staff that parking needed to be 20 feet from both sides of the corner at an intersection and said the residents wanted the restricted area to be larger. Residents also want additional parking restrictions to apply from 8:00 a.m. to 3:00 p.m.

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Assistant City Manager Troha noted that the street is a public street and parking is allowed on both sides. Students from the high school as well as multi-family complex residents must park on those streets. Parking restrictions may alleviate one concern but may cause other concerns.

Mayor Knapp said the signage that was just installed had not yet made an impact. He asked if Staff would be monitoring the impact of the signage to see if something more needed to be done.

Assistant City Manager Troha stated the Code Compliance Coordinator was in the neighborhood daily to monitor parking and the effectiveness of the signs. Additionally, the speed sign would collect numerous types of data and produce reports.

Mayor Knapp and Councilor Lehan shared details of speed signage they had seen at a League of Oregon Cities conference.

Councilor Akervall recommended the City educate the public by publishing something in the Boones Ferry Messenger.

**LEGAL BUSINESS**

No Report.

**ADJOURN**

Mayor Knapp adjourned the meeting at 9:11 p.m.

Respectfully submitted,

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Kimberly Veliz, City Recorder

ATTEST:

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Tim Knapp, Mayor

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A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:30 p.m. on Monday, December 16, 2019. Mayor Knapp called the meeting to order at 7:31 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

- Mayor Knapp
- Council President Akervall
- Councilor Lehan
- Councilor West - Excused
- Councilor Linville

Staff present included:

- Bryan Cosgrove, City Manager
- Barbara Jacobson, City Attorney
- Amanda Guile-Hinman, Assistant City Attorney
- Kimberly Veliz, City Recorder
- Chris Neamtzu, Community Development Director
- Mark Ottenad, Public/Government Affairs Director
- Zoe Monahan, Assistant to the City Manager
- Dan Carlson, Building Official
- Rob Wurpes, Chief of Police
- Kerry Rappold, Natural Resource Manager
- Andrea Villagrana, Human Resource Manager
- Martin Montalvo, Public Works Ops. Manager

Motion to approve the order of the agenda.

**Motion:** Councilor Lehan moved to approve the order of the agenda. Councilor Linville seconded the motion.

**Vote:** Motion carried 4-0.

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Excused
Councilor Linville	Yes

**COMMUNICATIONS**

A. Family Justice Center

Chief Rob Wurpes introduced Mr. Copenhaver of the Clackamas County Sheriff's Office. Mr. Copenhaver spoke about the Family Justice Center, a unit that provides a safe space and services to victims of domestic abuse, sexual assault, human trafficking and other forms of abuse. He

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provided a history of the center, described the organization and its partnerships, and details of the services they offer. He also answered clarifying questions from Councilors about their processes and services.

B. Wildlife Monitoring

Natural Resource Manager Kerry Rappold introduced Leslie Bliss-Ketchum, who provided a presentation on wildlife monitoring at Boeckman and Kinsman Roads, called *Wilsonville Wildlife Crossing Structures*. The presentation also provided statistics on collisions with wildlife, examples of crossing structures that allow animals to cross roadways while preventing collisions, and projects that stemmed from the monitoring. They answered questions from Councilors about the data collected, future monitoring, and the impact of infrastructure on wildlife corridors.

**CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS**

No citizen input or announcements.

**MAYOR'S BUSINESS**

A. City Attorney Contract Renewal

Mayor Knapp noted that human resources has provided Councilors with the collated responses to the Council's online survey and the results of the appraisal poll was stellar. The Council was also provided with a synopsis of all of the work that the legal department had done under the City Attorney's leadership over the last year.

**Motion:** Councilor Akervall moved to approve the extension of the City Attorney Contract from June 20, 2019 to June 19, 2021 as outlined in the employment agreement with an increase to base compensation of 4.5 percent beginning December 1, 2019 through November 30, 2020 and an increase to base compensation of 4 percent beginning December 1, 2020 through November 30, 2021. Councilor Lehan seconded the motion.

Councilor Akervall said she appreciated Ms. Jacobson for her service, experience, and professionalism.

Councilor Linville added that the City was fortunate to have Ms. Jacobson's expertise. Most cities legal services are contracted out and Wilsonville benefits from handling legal issues in house.

Councilor Lehan said she believed the City Attorney was hard to intimidate and she handles legal affairs throughout the region and state. Wilsonville is fortunate to have her on its side.

Mayor Knapp noted that the City is involved in many venues and entities, which sometimes lead to legal needs. The City has an admirable record of accomplishment of handling legal business.



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As Wilsonville grows, the issues will continue. It is important for the City to stay on top of the issues and make responsible judgements. He heartily endorsed the contract extension.

**Vote:** Motion carried 4-0.

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Excused
Councilor Linville	Yes

**B. Upcoming Meetings**

Upcoming meetings were announced by the Mayor as well as the regional meetings he attended on behalf of the City.

**COUNCILOR COMMENTS**

**A. Council President Akervall**

Councilor Akervall reported that she attended the Chamber’s annual meeting to recognize volunteers. She also attended the Wilsonville staff holiday party to express her thanks for everything they do throughout the year. She announced the details of an emergency preparedness event and learn to bike workshops offered by the Parks Department.

**B. Councilor Lehan**

Councilor Lehan reminded that the City offices and library would be closed on Christmas Day and New Year’s Day. The library would close at 2:00 p.m. on Christmas Eve.

**C. Councilor Linville**

Councilor Linville thanked Mayor for attending the Charbonneau Country Club Board meeting. The City has done the heavy lifting on the airport and land use issues and it was important for the board to demonstrate its support for the City’s efforts. She reminded that the Community Enhancement program was taking applications for community group projects. An informational session would be on Thursday at 5:30 p.m. at the library. She also reminded that reusable grocery bags would be required January 1, 2020.

**CONSENT AGENDA**

Ms. Jacobson read the titles of the Consent Agenda items into the record.

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A. **Resolution No. 2778**

A Resolution Of The City Of Wilsonville Authorizing The Sole Source Selection Of The National Research Center For The 2020 And 2022 National Citizen Survey.

B. **Resolution No. 2781**

A Resolution Of The City Of Wilsonville Acting In Its Capacity As The Local Contract Review Board Approving The Bid Process; Accepting The Proposal Which Will Best Serve The Interest Of The City; And Awarding A Contract To Green Sweep Asphalt Services, LLC., For The Project Known As Street Sweeping Services.

**Motion:** Councilor Lehan moved to approve the Consent Agenda. Councilor Linville seconded the motion.

**Vote:** Motion carried 4-0.

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Excused
Councilor Linville	Yes

**NEW BUSINESS**

A. **Resolution No. 2775**

A Resolution Of The City Of Wilsonville Adopting The Findings Of The Solid Waste Collection Rate Report Amended December 2019, Creating New Community Recycling Services And City Street-Sweeping Collection/Disposal Service And Reducing The Temporary Recycling Surcharge Rate.

Ms. Jacobson read the title of Resolution No. 2775 into the record.

Mark Ottenad, Public/Government Affairs Director and Amanda Guile-Hinman, Assistant City Attorney presented the staff report on Resolution No. 2775.

Councilor Lehan said the solid waste program seemed progressive. She asked if Wilsonville was ahead of most cities or if Republic Services was implementing this program everywhere.

Staff stated that Lake Oswego adopted the program about two years ago. Republic Services also serves Tualatin, but the program is unique to Wilsonville. Additionally, the City just renegotiated the contract, which other cities have not done recently.

Councilor Akervall asked what education would be offered with the new programs.

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Staff responded that residential outreach would be done through the Boones Ferry Messenger, bill inserts, and media releases. By law, Metro is responsible for the business outreach, which has been delegated to Clackamas County Sustainability.

Councilor Linville asked if Republic Services told Staff they were willing to do more education of the residential food waste program.

Staff stated they would work with Republic on educating the public and coordinating with the County.

**Motion:** Councilor Akervall moved to approve Resolution No. 2775. Councilor Linville seconded the motion.

Councilor Akervall said she appreciated that Staff and Republic were able to work together and create a plan that involved a couple of different tactics. She hoped that the rate reduction and additional services would balance out things going forward. She appreciated the research and everyone’s contribution to the process.

Councilor Linville stated she believed it was incumbent on the City to make sure the contractors live up to their obligations. She appreciated that Staff reviewed the contract and made recommendations for lowering their profit margins down to within the City’s expectations. Citizens tell her they are concerned about where Styrofoam is going and how to get rid of it. Many deliveries are made during the holidays that include Styrofoam, so she appreciated the service.

Mayor Knapp noted that the City has had a very high-quality relationship with Republic over the years. He hoped that would continue. During this first audit of the contract, Staff and Republic had to work through some differences, but he hoped Republic would find the outcome appropriate and would work to continue being a productive partner to the City.

**Vote:** Motion carried 4-0.

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Excused
Councilor Linville	Yes

- B. **Resolution No. 2776**  
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With JayRay Ads & PR, Inc. For ‘Explore Wilsonville’ Tourism Promotion And Development And Destination Marketing Services.

Ms. Jacobson read the title of Resolution No. 2776 into the record.

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Mark Ottenad, Public/Government Affairs Director presented the staff report on Resolution No. 2776.

**Motion:** Councilor Linville moved to approve Resolution No. 2776. Councilor Akervall seconded the motion.

Councilor Lehan stated she was the Council’s liaison on the committee and heard almost all of the presentations, some of which were excellent. The committee was enthusiastic about this group and their selection was unanimous.

**Vote:** Motion carried 4-0.

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Excused
Councilor Linville	Yes

*Resolution Nos. 2779 and 2780 were addressed at the same time.*

- C. **Resolution No. 2779**  
A Resolution Of The City Of Wilsonville Adopting Structural Specialty Code, Zero Energy Ready Commercial Code, Mechanical Specialty Code, Residential Specialty Code, Electrical Specialty Code, Plumbing Specialty Code, And Fire Code.
- D. **Resolution No. 2780**  
A Resolution Of The City Of Wilsonville Approving Building Permit Fee Schedules, Mechanical Permit Fee Schedules, And Plumbing Permit Fee Schedule.

Ms. Jacobson read the title of Resolution Nos. 2779 and 2780 into the record.

Dan Carlson, Building Official and Amanda Guile-Hinman, Assistant City Attorney provided the staff report on Resolution Nos. 2779 and 2780.

Councilor Lehan said she was confused about the wording in the motion and asked for an explanation.

Assistant City Attorney Guile-Hinman stated that Staff could change the language to something Councilor Lehan was comfortable with. She explained that the City would be approving what the State has already adopted.

Mayor Knapp said Staff had done a great job of keeping the Council informed on this complex topic. He believed the City was on the right path.

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Councilor Linville understood that this work had to be done because the State decided it would no longer be the source of standardized codes.

Staff clarified that the State is responsible for promulgating a statewide building code. Recently, the State reviewed the statutory language in O.R.S. 455.020 and came up with an interpretation that was different from what the City had always understood it to be. That interpretation affected the scope of the statewide building code and therefore, the code was amended accordingly.

Councilor Linville added that the City only had a short time to include the changes in local codes. She commended Staff for their work to get this done on time, particularly while dealing with the fire in Villebois.

Staff said this process allowed them to look at other nuances in the Codes to make sure structures are protected appropriately.

Mayor Knapp asked if the Code required fencing around construction sites.

Staff said yes, fencing is required around construction sites that meet the definition in the Code. The State has removed requirements to have fire extinguishers, standpipes, and private fire service mains, but the City added those requirements back in, along with a technical standard that the City has used all along anyway. The additions to the City’s Code are minimal and improve the safety of tall wood buildings under construction.

**Motion:** Councilor Lehan moved to approve Resolution No. 2779. Councilor Akervall seconded the motion.

**Vote:** Motion carried 4-0.

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Excused
Councilor Linville	Yes

**Motion:** Councilor Lehan moved to approve Resolution No. 2780. Councilor Akervall seconded the motion.

Staff clarified that there were no changes made to the fees. However, the fee analysis, which Staff was directed to do during the last budget cycle, was not yet complete.

**Vote:** Motion carried 4-0.

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**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Excused
Councilor Linville	Yes

**E. Resolution No. 2783**

A Resolution Of The City Of Wilsonville Authorizing Settlement And Dismissal Of Land Use Board Of Appeals Case No. 2019-058.

Ms. Jacobson read the title of Resolution No. 2783 into the record and then provided the staff report.

**Motion:** Councilor Lehan moved to approve Resolution No. 2783. Councilor Linville seconded the motion.

**Vote:** Motion carried 4-0.

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Excused
Councilor Linville	Yes

**CONTINUING BUSINESS**

**A. Ordinance No. 839 – 2<sup>nd</sup> Reading**

An Ordinance Of The City Of Wilsonville Repealing And Replacing Wilsonville Code Chapter 9 – Structures; And Declaring An Emergency.

Ms. Jacobson read the title of Ordinance No. 839 into the record for second reading. She reviewed the revisions made to the Code during the first reading, which were included in the staff report, and noted the public hearing was still open. No public comments were submitted.

**Motion:** Councilor Linville moved to close the public hearing of Ordinance No. 839. Councilor Lehan seconded the motion.

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Excused
Councilor Linville	Yes

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Mayor Knapp closed the public hearing.

**Motion:** Councilor Lehan moved to adopt Ordinance No. 839 on second reading. Councilor Linville seconded the motion.

**Vote:** Motion carried 4-0.

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Excused
Councilor Linville	Yes

**CITY MANAGER’S BUSINESS**

City Manager Cosgrove wished Council happy holiday and reminded them of the upcoming Citizens Academy in January.

**LEGAL BUSINESS**

City Attorney Jacobson thanked the Council for renewing her contract and provided an update on the impacts of a recent ruling on a Supreme Court case regarding homeless people sleeping on public property, streets, and sidewalks. She recommended the City amend its Code to be in line with the new ruling.

**ADJOURN**

Mayor Knapp adjourned the meeting at 9:25 p.m.

Respectfully submitted,

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Kimberly Veliz, City Recorder

ATTEST:

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Tim Knapp, Mayor

**CITY OF WILSONVILLE  
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A special meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Thursday, September 10, 2020. Mayor Knapp called the meeting to order at 7:05 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

- Mayor Knapp
- Council President Akervall
- Councilor Lehan
- Councilor West
- Councilor Linville

Staff present included:

- Bryan Cosgrove, City Manager
- Jeanna Troha, Assistant City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Chris Neamtzu, Community Develop. Director
- Mark Ottenad, Public/Government Affairs Director
- Miranda Bateschell, Planning Director
- Dan Pauly, Planning Manager
- Kimberly Rybold, Senior Planner
- Martin Montalvo, Public Works Ops. Manager
- Beth Wolf, Systems Analyst
- Andy Stone, IT Director

Motion to approve the order of the agenda.

**Motion:** Councilor West moved to approve the order of the agenda including the three issues (Wildfires Update, Resolution Nos. 2842 & 2851) discussed in Work Session for tonight’s meeting. Councilor Linville seconded the motion.

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

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

**MAYOR’S BUSINESS**

A. ODOT I-205 Toll Project

*This item was discussed following the Mayor’s announcement of upcoming meetings.*



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City Manager Cosgrove shared that staff is requesting that Council approve the draft letter included in the packet regarding the I-5 Tolling Project.

Mayor Knapp then summarized the information included in the packet.

Councilor Linville agreed with most of the concerns and comments in the draft letter. In particular, she was concerned about the lack of discussion initially from the OTC about the local impacts of the tolling for Wilsonville. Furthermore, she is concerned with any of the proposals on spot tolling that may affect the City of Wilsonville and its residents in an unequitable way. In closing, Ms. Linville stated she does not see anything in the letter that she would not support in terms of communicating the concerns of Wilsonville.

Council West stated he opposes tolling on the I-5/I-205. He believes there are other creative ways to find funding mechanisms to deal with the transportation issues. Moreover, ODOT admitted to diversion issues with country roads, as they are not designed to handle the diversion from I-205. Furthermore, the diversion roads are maxed out as shown by the tragic fatality. It would be much more burdensome to have those roads maxed out further. Mr. West thinks Wilsonville's economy and residents would be negatively impacted. He reminded that Wilsonville already has to deal with I-5 gridlock, and the tolling would add to this gridlock.

Mr. West suggested that the letter be amended to add something about property values. Mr. West shared he has heard of studies that report property values are impacted by tolling. He stated a decrease in property values affects property taxes, which are used to fund essential services of government.

Mr. West pointed out that pricing could change depending on peak hours. He thinks during these peak-tolling times working families are likely to be traveling through these areas to get to and from work. Mr. West believes single parents and working families will be hit the hardest by tolling. Mr. West further explained he does not think tolling is equitable.

Mr. West reiterated his opposition to the tolling. He mentioned he does like the tone of the letter however, he would add something regarding how the tolling affects people's property values.

Councilor Akervall commented the draft letter references some of the concerns that were brought up by the letter from C4. Ms. Akervall agrees with the points made in the City's draft letter and C4's letter. She acknowledged there is a need for transportation funding. However, it seems that many things are still unanswered. She recounted this draft letter is asking that Council be able to investigate and get more information on some of those lingering questions. Ms. Akervall stated she definitely support Council trying to push for those answers because she thinks this could have a big impact on Wilsonville and surrounding communities. Ms. Akervall restated she is supportive of the letter and that it sounds accurate.

Councilor Lehan echoed the comments made by Councilor Akervall. Furthermore, she agrees with the points in the letter. Ms. Lehan shared she has concerns about tolling for which have been raised previously. She stated the City is a significant partner with ODOT and the Transportation

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Commission because of their role on I-5. Therefore, she wants to pursue these projects if they or we have ideas to look at all ideas in order to solve the bigger problem.

Mayor Knapp reported he has been in discussion on that topic of tolling in probably a dozen different meetings over the last year or two. In those meetings, the topic of decrease in property values has never been brought forward. Mayor Knapp thinks the bar to demonstrating a decrease in property values is significant at this point. In addition, if Council were going to put that forward Council would not want to do so without documentation that Council could point to. Mayor Knapp agreed there is certainly things that Council does not know however; he does not have that data to be able to support that now.

City Manager Cosgrove shared Mr. Ottenad is listening to the meeting. Furthermore, Mr. Ottenad indicated he may be able to put in some language that says Wilsonville would hope the Oregon Department of Transportation (ODOT) and others would study and include some money to study perceived or real impacts on quality of life. Certainly, it would be hard to quantify reduction in property values based on increased traffic an argument could be made if you own commercial property your property values would go up. Therefore, that might be more problematic. However, staff can certainly add some language about potential impacts on quality of life for neighborhoods.

Councilor Linville shared much that she has read about the impacts of tolls are tolling adjacent to communities. If it references anything about property values, it is done within the context of economic development. The impacts on economic development which might be multiple kinds of impacts on a city that has a toll either adjacent to it or within it. Ms. Linville shared she wonders if it is more an issue of economic impacts rather than quality of life. Ms. Linville recommended if staff amends the letter that it be within the context of speaking about the economic impacts on the city rather than the quality of life.

Mayor Knapp summarized from discussion heard that Council was in general agreement to add a little more wording. Furthermore, Council seemed to be in favor of amending the letter to include the additional language suggested by Mr. Ottenad. In addition, granting Mr. Ottenad the authority to figure out where to put the extra wording he outlined. Even if it does not quite exactly fit one or the other category.

**Motion:** Councilor West moved to send the letter as drafted with potential updates about quality of life and economic impact on the community. Councilor Akervall seconded the motion.

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

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

**CITY OF WILSONVILLE  
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B. Upcoming Meetings

Upcoming meetings were announced by the Mayor as well as the regional meetings he attended on behalf of the City.

*The I-5 Toll Project was discussed following the Mayor’s announcement of upcoming meetings.*

C. Resolution No. 2851

A Resolution And order Declaring A Local State Of Emergency And Authorizing Emergency Measures, As Authorized By Resolution No. 2803.

Ms. Jacobson supplied background information on Resolution No. 2851. Ms. Jacobson stated for the record this resolution came out of a meeting earlier today between various City and County staff members. During the joint meeting, discussion took place about the emergencies surrounding the wildfires in the area, the potential need to work together, share resources, and the ability to submit for federal and state reimbursement.

Ms. Jacobson informed Resolution No. 2851 is not the same declaration of emergency as the resolution for COVID-19. Resolution No. 2851 is separate as it deals uniquely with the fires and gives the City authority to take emergency steps to quickly contract to share resources and to submit for reimbursement with respect to issues having to deal with the fire. In addition, it gives the City additional police power to ensure public safety and health. Furthermore, it allows police to move people when they need to be moved. Moreover, it allows curfew regulations to be enacted, if there was a compelling reason to do so. Since, it is unknown how long the fire situation will occur the emergency declaration is set to expire on October 15, 2020. With the hope, the fires will be resolved well before that date. Ms. Jacobson reported there is no downside to approving this resolution as it provides the City the ability to work collaboratively with other cities and county agencies and apply for reimbursement if funds become available.

**Motion:** Councilor Linville moved to approve Resolution No. 2851. Councilor Akervall seconded the motion.

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

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

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**COMMUNICATIONS**

A. Wildfires Update

Martin Montalvo, Public Works Ops. Manager provided a short PowerPoint, which has been made a part of the record.

Mr. Montalvo updated that as of yesterday the Emergency Operations Center (EOC) started taking actions for staff safety. Such actions include allowing staff in designated evacuation and get ready areas to handle personal arrangements. In addition, the City Manager made the decision to close City Hall and other City facilities today and tomorrow with the exception of Transit, Public Works and the Police Department due to the poor air quality. Essential employees continue their duties and cover emergency assignments. Over the weekend, the EOC will revisit the closures of facilities for Monday.

Mr. Montalvo recalled that prior to his presentation Council approved an emergency declaration in preparation for response to the wildfires. He thanked Council for taking this action.

It was explained Clackamas County declared an emergency declaration on the September 8, 2020. Furthermore, the Governor declared a conflagration for the fires. He shared there are talks between counties and the state for federal resources. The City has received requests for mutual aid and have been fielding those requests as staff and/or resources are available.

Mr. Montalvo reported that at 2:00 p.m. today the air quality was at 125. The air quality changed to the 170s around 5:00 p.m. He recounted because of the poor air quality the City Manager made the decisions to close City facilities and will be monitoring the situation over the weekend.

Mr. Cosgrove added Portland, Oregon has the worst air quality indicator in the world right now.

Mr. Montalvo continued to explain the City of Wilsonville and some neighboring areas are at a level one with some transitioning to level two. Furthermore, the level three area has been expanded. He detailed level one means be ready, pack your bags. Level two means be set, take bags out to the garage. Level three is go, put your bags in the car and leave.

Staff has spoken to some homeowners' association (HOA) presidents and community members. Specifically, the general manager for Charbonneau who has been working with the HOAs and their emergency management group. Charbonneau has internal communication systems ready to send public alerts from local emergency management.

The Police Department is at a heightened posture in case the City changes to a level two or three. Everyone that is registered with public alerts will get a notification letting them know if the evacuation level changes. If mandatory evacuations occur, the Police Department will start moving through portions of the City advising residents of the evacuations.

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In preparation for the wildfires over the last few days, Public Works and Parks staff have been staging emergency equipment throughout the City. In addition, staff has been splitting the equipment on the west side and east side in preparation of any wildfires making it into the area. Staff is prepared to assist the Police Department and/or Fire Department with road closures or providing them with any heavy equipment, they may require.

Mr. Montalvo explained Transit Manager Dwight Brashear has been preparing SMART if a mandatory evacuation occurs. Mr. Brashear has past experiences in New Orleans helping with mass evacuations and public transportation. Along with Mr. Brashear, Transit Operations Manager Eric Loomis has been brought into early conversations so, they both are ready to assist the City and the region with whatever resources SMART has to offer.

Prior to the end of his presentation Mr. Montalvo showed Council helpful online tools located on the City's website under the wildfire response webpage.

Following the presentation Council asked question of Mr. Montalvo.

**CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS**

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

Mayor Knapp shared that Council received an email from a citizen (Jonathan Galbreath) about helping to transport individual if an evacuation were to occur. Mayor Knapp commented if you have neighbors or somebody that you know that needs help being transported and you have capability then do so.

There was no public input.

**COUNCILOR COMMENTS**

A. Council President Akervall

Reminded the West Linn- Wilsonville school Zoom meetings for tomorrow have been cancelled. Additional information can be found on the schools website.

Attended the Clackamas County Business Alliance *Get Moving 2020* presentation

Ms. Akervall shared her thoughts are with the whole community, neighbors, families, businesses and City staff. She is tremendously grateful for the work City staff is doing to keep residents safe.

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B. Councilor Lehan

Councilor Lehan acknowledged the City Manager and all City departments for being on top of wildfire situation. Ms. Lehan shared she is pleased to be a part of a city that follows these issues closely and anticipates things ahead of time. She is proud of the City and hopes we come through this disaster on the other side and are able to help neighboring communities.

C. Councilor West

Councilor West wished for everyone to stay safe. Mr. West shared his neighbors have their families from the Silverton, Woodburn and Molalla area staying with them. He disclosed he has family in Molalla for whom are concerned about their property. He shared people he is close to have already lost their homes and have nowhere to go. He understands that is the story of many. Mr. West encouraged everyone to take the necessary steps to care of their health and each other. He acknowledged 2020 has been tough and stress inducing for all. He reminded we are all neighbors and we all love our community and to check on others. Check on those you would not normally reached out to. Mr. West stated this is a time to put aside differences and come together. He thinks times like these are when a community's character is tested. Mr. West trusts and believes in the City's character, trusts the wisdom of this Council and City staff. He thinks everybody on Council is feeling the pain along with the City. He also thinks City staff is operating in the utmost professionalism and on top of communication.

In closing, Mr. West reminded we are all in this together. He encouraged those that need help to not shy away from asking and encouraged all to take care of each other.

D. Councilor Linville

Councilor Linville reported the Willamette Falls Lock Commission met last Wednesday. The staff whom were originally contracted with the project of opening and working on a plan for the Locks, which sunset on June 30. It is anticipated that the 7 to 14 million dollars that are required to get the Locks up and running is not likely to be forthcoming in the legislative session given the state's budget issues related to COVID-19. Ms. Linville imagines now with this fire situation as well. The Army Corps. of Engineers has about three hundred thousand dollars this year and will have another three hundred thousand dollars next year to continue to do repairs on the Locks. Wilsonville Concrete products the marine industrial company has moved their loading machinery from Wilsonville to the Port of Saint Helens. They were hopeful they could use the water travel because it is the most efficient way to transport their products. Ms. Linville stated the Commission was sorry it was not going to be possible to get the Locks open and help Wilsonville Concrete. Ms. Linville thinks the Locks Commission itself does not expire until 2023 although she is not certain what the work will be of the Commission in the meantime.

Ms. Linville then personally thanked Mr. Cosgrove, City staff, and in particular Martin Montalvo and his staff for the work that they are doing getting Wilsonville prepared for whatever might happen with these wildfires and potential evacuations.

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She then reminded everyone to turn their gas off before they evacuate. She also shared the gas should be turned back on by a professional.

Furthermore. Ms. Linville stated she is keeping everybody in her thoughts and prayers. She hopes this is over soon.

**CONSENT AGENDA**

Ms. Jacobson recalled Resolution No. 2842 had been removed from the Consent Agenda and would be heard at a future meeting. Ms. Jacobson then proceeded to read the titles of the Consent Agenda items into the record.

- A. Minutes of April 1, 2019; September 5, 2019; November 4, 2019; February 20, 2020; March 2 & 16 2020; April 20, 2020; May 4, 2020; June 15, 2020 and July 6 & 20, 2020; August 17, 2020 Council Meetings.

**Motion:** Councilor West moved to approve the Consent Agenda as read. Councilor Akervall seconded the motion.

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

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

**NEW BUSINESS**

- A. **Resolution No. 2844**  
A Resolution And Order Amending Resolution No. 2834 To Further Extend The Local State Of Emergency And Emergency Measures, As Authorized By Resolution No. 2803.

Ms. Jacobson read the title of Resolution No. 2844 into the record.

Ms. Jacobson then explained the current COVID-19 resolution expires soon and the governor has extended the state’s emergency declaration on COVID-19. Therefore, the City will similarly extended the emergency declaration to go along with the state. Resolution No. 2844 expires November 3, 2020 the same day the states order expires. The Council will meet close to the date of the expiration in the event the emergency declaration needs to be extended.

**Motion:** Councilor Akervall moved to approve Resolution No. 2844. Councilor Lehan seconded the motion.

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

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**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

**CONTINUING BUSINESS**

A. None.

**PUBLIC HEARING**

City Attorney Jacobson reported the applicant for Ordinance Nos. 842 and 843 has offered to continue these items. The applicant assumed that due to the wildfires it might be a busy night. Furthermore, the applicant is not pressed to have these items approved immediately.

**A. Ordinance No. 842**

An Ordinance Of The City Of Wilsonville Annexing Approximately 17.57 Acres Of Property Located On The West Side Of SW Stafford Road South Of SW Frog Pond Lane Into The City Limits Of The City Of Wilsonville, Oregon; The Land Is More Particularly Described As Tax Lots 1500 And 1700, A Portion Of SW Frog Pond Lane Right-Of-Way, And A Portion Of SW Stafford Road Right-Of-Way, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Walter Remmers, William Ray Morgan, And Janice Ellen Morgan, Petitioners.

**B. Ordinance No. 843**

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone To The Residential Neighborhood (RN) Zone On Approximately 15.93 Acres On The West Side Of SW Stafford Road South Of SW Frog Pond Lane; The Land Is More Particularly Described As Tax Lots 1500 And 1700, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. West Hills Land Development LLC, Applicant.

**Motion:** Councilor Linville moved to continue Ordinance Nos. 842 and 843 to the September 21, 2020 City Council meeting. Councilor West seconded the motion.

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

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes



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Ms. Jacobson read the title of Ordinance Nos. 844 and 845 into the record on first reading.

**C. Ordinance No. 844**

An Ordinance Of The City Of Wilsonville Annexing Approximately 5.85 Acres Of Property Located On The South Side Of SW Clutter Street Just West Of SW Garden Acres Road Into The City Limits Of The City Of Wilsonville, Oregon; The Land Is More Particularly Described As Tax Lot 2100, Section 3D, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon. Chris And Sonya Bickford Petitioners.

**D. Ordinance No. 845**

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Washington County Future Development, 20-Acre (FD-20) Zone To The Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA) Zone On Approximately 5.85 Acres On The South Side Of SW Clutter Street Just West Of SW Garden Acres Road; The Land Is More Particularly Described As Tax Lot 2100, Section 3D, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon. Panattoni Development Company, Inc., Applicant.

Mayor Knapp provided the public hearing format and opened the public hearing for Ordinance Nos. 844 and 845 at 8:34 p.m.

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

Kim Rybold, Senior Planner provided the PowerPoint and staff report.

Applicant Lee Leighton appreciated the excellent guidance that was received from City staff in helping prepare the complex application. Mr. Leighton shared his excitement to be the first project moving forward with construction in Coffee Creek. He shared his team's eagerness to be the guinea pig for the process. He appreciated that the technical issues are straightforward.

Mr. Leighton shared this areas project development plan will include extending public utilities as needed and constructing Clutter Street. Furthermore, it was shared the applicant has had extensive coordination with the City's civil engineering team. Mr. Leighton informed that Design Engineer Chad Lawrence was on Zoom if Council had any specific questions.

Mayor Knapp invited additional speakers, seeing none he closed the public hearing at 8:47 p.m.

**Motion:** Councilor Lehan moved to adopt Ordinance No. 844 on first reading. Councilor Linville seconded the motion.

Councilor Lehan shared her excitement that this project is moving forward. She added the City had been working on this area a long time, since before the prison was built.

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Councilor Linville also shared her excitement for the development. Ms. Linville recalled when she applied for appointment to the City Council this project was identified as one of the areas that she was particularly interested in. Ms. Linville shared she understood the development review process and was excited to see how the form based code process would work.

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

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

**Motion:** Councilor Linville moved to adopt Ordinance No. 845 on first reading. Councilor Lehan seconded the motion.

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

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

**CITY MANAGER’S BUSINESS**

City Manager Cosgrove reiterated the importance of being prepared in the event of evacuations due to the wildfires. Mr. Cosgrove strongly encouraged everyone to opt in to receive emergency text alerts from Clackamas County. He also shared those with iPhones can turn on government alerts by going into settings, then notifications at the bottom of that list, there you will find the following three tabs; Amber alerts, government notices and emergency notices. Mr. Cosgrove highly encouraged the notices to be turned on.

Mr. Cosgrove appreciate the comments from Council and the community regarding City staff. He shared City staff will continue to do everything possible to provide services, protect property and residents.

**LEGAL BUSINESS**

City Attorney Jacobson shared that September 20, 2020 is the due date for the brief to Land Use Board of Appeals (LUBA) with respects to the Aurora Airport.

Ms. Jacobson informed there were no updates on the City of Aurora’s ask at the last Council meeting regarding TLM Holding.

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Lastly, Ms. Jacobson wished City Manager Cosgrove happy birthday.

**ADJOURN**

Mayor Knapp adjourned the meeting at 8:55 p.m.

Respectfully submitted,

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Kimberly Veliz, City Recorder

ATTEST:

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Tim Knapp, Mayor



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> October 5, 2020		<b>Subject: Resolution No. 2842</b> Minor Modification to the Development Agreement Template for Frog Pond West	
		<b>Staff Member:</b> Chris Neamtzu, AICP	
		<b>Department:</b> Community Development Department	
<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 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 Resolution No. 2842.			
<b>Recommended Language for Motion:</b> I move to approve Resolution No. 2842.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond West Master Plan	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

Consideration of a minor modification to the Development Agreement template for Frog Pond West.

**EXECUTIVE SUMMARY:**

Subsection 4.177 (.02) C. 2. of the Development Code requires that a waiver of remonstrance against formation of a Local Improvement District (LID) be recorded in the County Recorder's Office as well as the City's Lien Docket as a part of recordation of a final plat. The applicant/developer of Frog Pond Ridge, West Hills Development/Arbor Homes, requested that the template of the Development and Annexation Agreement ("DA") be revised to provide for release of the restrictive covenant waiving right of remonstrance in light of the developer's obligation to pay an Infrastructure Supplemental Fee and Boeckman Bridge Fee in accordance with the DA. West Hills Development/Arbor Homes land use attorney, Mr. Michael Robinson with Schwabe Williamson & Wyatt, has provided a narrative with additional information that can be found in Attachment 2.

The revised language will condition release of the LID Waiver for a specific parcel within the Frog Pond Ridge development upon payment of the supplemental infrastructure fee and will require the developer to pay all costs and fees associated with the City's release of the waiver and removal of the encumbrance from title at the County. If approved, similar language would be offered to all of the developer's in Frog Pond West, which as of today primarily include West Hills/Arbor Homes and Pahlisch Homes.

WC Section 4.177 Street Improvement Standards (02.) C. states:

*C. Rights-of-way.*

- 2. The City shall also require a waiver of remonstrance against formation of a local improvement district, and all non-remonstrances shall be recorded in the County Recorder's Office as well as the City's Lien Docket, prior to issuance of a Certificate of Occupancy Building Permit or as a part of the recordation of a final plat.*

New developments are required to record against each lot in a subdivision, a form that waives their right to remonstrate (protest or oppose) the formation of a Local Improvement District, in the event that one is formed to provide infrastructure in the future. For many years, as the City was building out its transportation grid and providing transportation connectivity to large un-built areas of the community that were not served by infrastructure, forming an LID was one way to fund the critical infrastructure services needed for development.

Over the years, this tool has become less popular as reliance on urban renewal and development agreements has increased. In Wilsonville's case, this specific tool has not been utilized since 1998, when Canyon Creek Road North (LID #12) was built between Elligsen Road and Boeckman Road. The appropriateness of this requirement today, in the case of Frog Pond West, is argued to be redundant to the requirement to pay the infrastructure finance fee, which represents each lot's proportionate share of the estimated cost for the fronting roads of Boeckman and Stafford.

The question has been asked, would the City be giving up a financing tool that may be needed in the future? This is an important question to consider. The technical answer would be yes, but the practical answer is that a LID is very unlikely to be utilized for road widening in the future, as that is what Systems Development Charges (SDC's) would be used for.

West Hills has argued that this requirement is having a negative impact on some sales in Frog Pond West. The requirement results in an encumbrance on title. When a new buyer inquires of the Developer as to the timing of the LID, or the future costs associated with the project(s), the answer provided by West Hills is "unknown" which gives potential buyers pause due to uncertainty. City Legal staff, Community Development staff and West Hill's attorney collaborated to come up with the proposed amended Development Agreement template language, to read:

*Section 4.3 – Release of Restrictive Covenant Waiving Right of Remonstrance for Formation of Local Improvement District*

*Upon payment of the Infrastructure Supplemental Fee and the Boeckman Bridge Fee (if applicable) for a specific parcel, Developer may request the City release the Restrictive Covenant Waiving Right of Remonstrance for Formation of Local Improvement District ("Waiver of Remonstrance") that has been recorded against the parcel. The City shall agree to the release of the Waiver of Remonstrance upon the City's determination that Developer has complied with the requirements of this section for release. Developer is responsible for providing a legal description for the specific parcel and paying any and all costs and fees including recording fees, incurred by the City to release the Waiver of Remonstrance.*

It should be noted some sales have already closed where a Waiver of Remonstrance was required to be recorded against the lot. Staff would propose that if the developer(s) of those already sold lots, where the fee has already been paid, does not request removal of the waiver, the property owner should be allowed to do so, provided that the property owner pays all of the associated costs, as required of the developer by the proposed language above. Such language will not be added to the DA in that current and future property owners are not parties to the DA. Staff has included this provision in the Resolution to allow for this accommodation. Additionally, this proposed amendment to the DA, if approved, would be provided to the other developer's in Frog Pond so that the release was consistent across the entire area.

**EXPECTED RESULTS:**

The revised language in the Frog Pond West Development Agreements will outline how the waiver of the right to remonstrate will be treated in the future, thus providing clarity to future buyers. It should also be noted that release of the waiver will preclude the City from using an LID mechanism to fund any shortfall in the estimated cost of the infrastructure, assumed at the time the fee was established. The fee does have a defined escalator.

**TIMELINE:**

Developers are required to enter into a DA for each phase of Frog Pond West. Recordation of these agreements is required prior to signing of the final subdivision plat by the City. This has been added as a condition of approval for the Frog Pond Ridge project and similarly will be offered to all applicants/developers in Frog Pond West, past and future.

**CURRENT YEAR BUDGET IMPACTS:**

None, as all supplemental infrastructure fees and recording fees are the obligation of the Developer.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 9/29/2020

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 9/30/2020

**COMMUNITY INVOLVEMENT PROCESS:**

None, these are development requirements.

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

The additional language in the Development Agreement template provides more clarity and certainty for homebuyers in Frog Pond West.

**ALTERNATIVES:**

Over the course of several months, staff and the Developer have discussed and proposed numerous solutions to this issue and ultimately agreed to present this proposal to City Council. Alternatively, Council could determine not to approve the amendment.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2842
  - A. Revised general template of the Development Agreement
2. Narrative by Attorney Michael Robinson, Schwabe, Williamson & Wyatt dated September 24, 2020

**RESOLUTION NO. 2842**

**A RESOLUTION OF THE CITY OF WILSONVILLE REVISING THE TEMPLATE FOR A DEVELOPMENT AND ANNEXATION AGREEMENT FOR FROG POND WEST DEVELOPMENT AND AMENDING RESOLUTION NO. 2649.**

WHEREAS, the City adopted the Frog Pond West Master Plan (“Master Plan”) on July 17, 2017 through Ordinance No. 806; and

WHEREAS, consistent with the Infrastructure Funding Plan of the Master Plan, the City established a Frog Pond West Infrastructure Supplemental Fee (“Infrastructure Supplemental Fee”) and the Boeckman Bridge Transportation Mitigation Fee (“Boeckman Bridge Fee”) on August 7, 2017 through Resolution No. 2649; and

WHEREAS, the City also approved, in Resolution No. 2649, a general template for a Development and Annexation Agreement (“Development Agreement”) to obligate development within Frog Pond West to pay the Infrastructure Supplemental Fee and the Boeckman Bridge Fee, as applicable; and

WHEREAS, a developer that is constructing within Frog Pond West has requested the general template of the Development Agreement be revised to provide for release of the restrictive covenant waiving right of remonstrance for formation of local improvement district (“LID Waiver”), which LID Waiver is generally required for all development within the City; and

WHEREAS, the developer has requested the release of the LID Waiver in light of the developer’s obligation to pay the Infrastructure Supplemental Fee and Boeckman Bridge Fee in accordance with the Development Agreement; and

WHEREAS, the proposed revised Development Agreement, attached hereto as **Exhibit A**, will condition the release of the LID Waiver for a specific parcel upon the payment of the Infrastructure Supplemental Fee and Boeckman Bridge Fee and will require the developer or property owner to pay all costs and fees associated with the City’s release of the LID Waiver.

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

1. The City Council incorporates and adopts the above recitals as if fully set forth herein.
2. The City Council hereby amends Resolution No. 2649 and adopts the revised general template of the Development Agreement, which is in substantial form to **Exhibit A**



attached hereto and which may be further refined by the City Attorney prior to execution with a particular Frog Pond West developer.

3. The City Council authorizes the City Manager to execute amendments to existing Development Agreements governing development within Frog Pond West to allow for the release of any LID Waivers, consistent with the revisions to the general template of the Development Agreement (**Exhibit A**).
4. Additionally, if a developer does not elect to remove the LID from a lot for which the Infrastructure Supplemental Fee and the Boeckman Bridge Fee has been paid to the City, the lot owner may elect to do so at the lot owner's sole cost, in accordance to the terms as provided to the developer in the Development Agreement.
5. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 10<sup>th</sup> day of September, 2020, and filed with the Wilsonville City Recorder this date.

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TIM KNAPP, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp  
Council President Akervall  
Councilor Lehan  
Councilor West  
Councilor Linville

Exhibit:

- A. Revised Development and Annexation Agreement

Exhibit A

**DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN  
[DEVELOPER] AND  
THE CITY OF WILSONVILLE, OREGON**

This Development and Annexation Agreement (“Agreement”) is entered into by and between the **City of Wilsonville**, an Oregon municipal corporation (“City”), and **[Developer]**, a(n) \_\_\_\_\_ [state] \_\_\_\_\_ [corporation/limited liability company, etc.] (“Developer”). The effective date of this Agreement is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”). The City and Developer may be referred to herein individually as a “Party” or collectively as the “Parties.”

**RECITALS**

- A. Developer proposes to construct residential housing within the area commonly referred to as Frog Pond West, which residential housing to be constructed by Developer is depicted on the map attached hereto and incorporated herein as **Exhibit A** (“Developer Property”). A map of the entire area of Frog Pond West is depicted on the map attached hereto and incorporated herein as **Exhibit B** (“Frog Pond West”).
- B. Developer presented to the City a proposed site plan for development of the Developer Property, as depicted in **Exhibit C** (“Proposed Development”) attached hereto and incorporated herein. The Proposed Development includes, but is not limited to, the following improvements: *[state any key infrastructure improvements and oversizing to be done by Developer]*. Developer accepts all responsibility of the Proposed Development as amended and approved by the City.
- C. The Infrastructure Funding Plan (“Funding Plan”), a component of the Frog Pond West Master Plan (“Master Plan”), identifies four (4) off-site infrastructure projects: (1) Memorial Park pump station; (2) Boeckman Creek sanitary sewer trunk line; (3) west side water reservoir; and (4) Boeckman Bridge, which will be west of Frog Pond West over Boeckman Creek (“Boeckman Bridge”). These four (4) off-site infrastructure projects serve the broader City community, will be constructed by the City, and are funded through City system development charges (“SDC”), with possible contributions from other sources. In particular, Boeckman Bridge may be paid partially through a Boeckman Bridge transportation mitigation fee discussed herein in **Section IV** (“Boeckman Bridge Fee”). Developer will be responsible for paying the Boeckman Bridge Fee, to the extent required, at issuance of building permit.
- D. The Funding Plan also identifies four (4) on-site infrastructure projects: (1) local streets and sidewalks; (2) sanitary sewer lines; (3) water lines; and (4) stormwater management (“Developer Improvements”). Unless expressly identified otherwise herein, the construction and cost of these four (4) Developer Improvements are the responsibility of developers within Frog Pond West.
- E. The Funding Plan lists five (5) Master Plan infrastructure projects, which are the focus of the Funding Plan. These Master Plan infrastructure projects are: (1) the north side of SW Boeckman Road adjacent to Frog Pond West, including sanitary sewer (“Boeckman Road”); (2) the west side of SW Stafford Road adjacent to Frog Pond West, including sanitary sewer and water (“Stafford Road”); (3) the Neighborhood Park within Frog Pond West

(“Neighborhood Park”); (4) the Trailhead Park in the western area of Frog Pond West (“Trailhead Park”); and (5) the Boeckman Trail along the west edge of Frog Pond West (“Boeckman Trail”).

- F. Trailhead Park and Boeckman Trail are accounted for in the Parks SDCs and are included in the Parks and Recreation Master Plan. These regional park facilities will be constructed by the City unless otherwise stated herein.
- G. Under current City policy, the cost and construction of part of Boeckman Road, part of Stafford Road, and Neighborhood Park (“Unfunded Projects”) are the responsibility of developers within Frog Pond West. Attached hereto and incorporated herein as **Exhibit D** is a depiction of the “local portion” of Boeckman Road (which similarly applies for Stafford Road) that is the responsibility of the adjacent developer to construct under current City policy.
- H. Due to the size and expense of these three (3) Unfunded Projects and the multiple property ownerships within Frog Pond West, the City will take responsibility for constructing the Unfunded Projects and acquiring land as needed for the Neighborhood Park. Developer is responsible for paying system development charges (SDCs) and an additional infrastructure supplemental fee provided in **Section IV** (“Infrastructure Supplemental Fee”) at issuance of building permit in exchange for the City taking responsibility for constructing the Unfunded Projects.
- I. The City and Developer have agreed that this allocation for the work between the City and Developer is fair and equitable and is a proportional allocation between benefit to the public and benefit to Developer’s development.
- J. Developer will be solely responsible for all up-front costs associated with Developer’s particular Developer Improvements as described in **Section III** below.

#### **AGREEMENT**

In consideration of the foregoing Recitals, and incorporating all of the above Recitals by reference in this Agreement as if fully set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all of the above-named Parties agree as follows:

#### **I. NEW DEVELOPMENT**

Developer intends to construct residential development [*and other ancillary amenities*] within Frog Pond West. Developer’s Proposed Development has been approved by the City’s Development Review Board, and Developer is currently refining construction plans to be submitted in the permitting processes required by the City for residential development. Developer will pay all fees required by the City for such residential development, including the Infrastructure Supplemental Fee and the Boeckman Bridge Fee described herein (collectively referred to as “Frog Pond West Fees”), in order to obtain the appropriate permits to move forward with Developer’s Proposed Development (“Development Approval”).

## II. CITY'S IMPROVEMENTS (City Obligations)

In consideration for Developer paying certain additional fees described in **Section IV**, the City agrees to construct the Unfunded Projects and to acquire certain real property necessary for development of the Neighborhood Park. The City retains sole and absolute discretion regarding the means, manner, timing, materials, phasing, and all other aspects of acquisition and construction of the Unfunded Projects. Developer agrees to cooperate with the City with regard to the City's construction of the Unfunded Projects, including, but not limited to, providing access to project sites, allowing tie-in to existing and future infrastructure, and coordinating Developer Improvements with construction of the Unfunded Projects. The City may also elect, in its sole and absolute discretion, to assign its responsibility to construct any of the Unfunded Projects.

## III. DEVELOPER'S IMPROVEMENTS (Developer Obligations)

### Section 3.1 – Description of Developer Improvements

Developer agrees to perform the Developer Improvements, as provided in the Proposed Development (**Exhibit C**), which Developer Improvements are generally described as follows:

*[Describe specific improvements to be performed by Developer.]*

### Section 3.2 – Developer Improvement Costs

*[The foregoing Developer Improvements shall be constructed by Developer at Developer's sole expense. The foregoing Developer Improvements must be completed, inspected by the City, and deemed complete by the City before the City will issue any temporary occupancy permits to Developer, assuming Development Approval.]*

-OR-

*The foregoing Developer Improvements shall be constructed by Developer at Developer's sole expense, except Developer will receive SDC credit or reimbursement relating to \_\_\_\_\_ [including some potential soft costs]. The foregoing Developer Improvements must be completed, inspected by the City, and deemed complete by the City before the City will issue any temporary occupancy permits to Developer, assuming Development Approval.]*

### Section 3.3 – Reimbursement of Expense

If Developer is entitled to SDC credit or reimbursement pursuant to **Section 3.2**, Developer must submit a request for SDC credit or reimbursement to the City within ninety (90) days of written acceptance of the improvements by the City. A cover page invoice with Developer's letterhead shall accompany the request for SDC credits or reimbursement. Developer must submit sufficient documentation for specific costs related to construction of such improvements and in a format acceptable by the City. Developer shall also submit a signed letter of completion certifying payment in full to all subcontractors and suppliers. If Developer fails to submit an acceptable request for SDC credit or reimbursement within ninety (90) days from

the City's letter of acceptance issuance date, Developer forfeits its right to receive the SDC credit or reimbursement unless the Parties agree in writing.

The City will pay the reimbursement within thirty (30) days of receiving the approved final construction costs request documents for reimbursement, provided there is mutual agreement on any true-up charges. If there is a disagreement on any or all of the true-up charges, that true-up sum(s) may be withheld until such time as any such disagreement is resolved, with that sum(s) being paid within seven (7) days of resolution.

### **Section 3.4 – Developer Bonds**

Prior to commencement of construction of the infrastructure set forth in this Agreement, Developer must provide to the City performance and payment bonds, satisfactory to the City. Prior to commencement of construction, Developer shall also cause the City to be named as an additional insured on the applicable contractor's insurance policy for the construction of the respective infrastructure provided for in this Agreement, in amounts and coverages reasonably satisfactory to the City.

### **Section 3.5 – Developer Compliance with Frog Pond West Master Plan and City Code**

Developer agrees to adhere to the purpose, terms, conditions, guidance, regulations, and requirements contained in the Frog Pond West Master Plan and related Wilsonville Code. Developer is further obligated to act in good faith and pursuant to the City of Wilsonville Public Works Standards in providing access to infrastructure for other development within Frog Pond West. Developer will not prohibit, block, or otherwise impede another developer's ability to access and tie into infrastructure within Frog Pond West. If the City determines, in its sole and absolute discretion, that Developer is engaging in conduct or behavior to prevent, inhibit, or otherwise deter other development from accessing or tying into infrastructure within Frog Pond West, the City may withhold occupancy permits, building permits that are in process, future building permits, and SDC credits or reimbursements unless and until Developer allows other development to access the infrastructure within Frog Pond West.

## **IV. ADDITIONAL FEES**

### **Section 4.1 – Infrastructure Supplemental Fee**

In addition to SDCs required to be paid, Developer will pay an Infrastructure Supplemental Fee of \$ \_\_\_\_\_ per single-family home, as adjusted pursuant to City Resolution No. \_\_\_\_\_, at issuance of each building permit. If Developer constructs duplexes, the Infrastructure Supplemental Fee is required for each of the two units within the duplex. Developer is not required to pay the Infrastructure Supplemental Fee for any accessory dwelling units, which are defined in Wilsonville Code 4.001.

### **Section 4.2 – Boeckman Bridge Fee**

Developer will also pay the Boeckman Bridge Fee of \$ \_\_\_\_\_ per single-family home, as adjusted pursuant to City Resolution No. \_\_\_\_\_, for the construction of Boeckman Bridge, which costs are not funded through other sources such as urban renewal or SDCs. The

Boeckman Bridge Fee must be paid at issuance of each building permit. If Developer constructs duplexes, the Boeckman Bridge Fee is required for each of the two units within the duplex. Developer is not required to pay the Boeckman Bridge Fee for any accessory dwelling units, which are defined in Wilsonville Code 4.001.

**Section 4.3 – Release of Restrictive Covenant Waiving Right of Remonstrance for Formation of Local Improvement District**

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Upon payment of the Infrastructure Supplemental Fee and the Boeckman Bridge Fee (if applicable) for a specific parcel, Developer may request the City release the Restrictive Covenant Waiving Right of Remonstrance for Formation of Local Improvement District (“Waiver of Remonstrance”) that has been recorded against the parcel. The City shall agree to the release of the Waiver of Remonstrance upon the City’s determination that Developer has complied with the requirements of this section for release. Developer is responsible for providing a legal description for the specific parcel and paying any and all costs and fees, including recording fees, incurred by the City to release the Waiver of Remonstrance.

**V. DISPUTE RESOLUTION**

**Section 5.1 – Dispute of Frog Pond West Fees**

**5.1.1** If Developer disputes the City’s adjustment of either of the Frog Pond West Fees, Developer must submit a letter of appeal (“Appeal Letter”) no later than ten (10) calendar days after the date of issuance of each building permit addressed to the City’s Community Development Director and the City’s Finance Director. Developer cannot appeal the base Frog Pond West Fees of \$ \_\_\_\_\_ (Infrastructure Supplemental Fee) and \$ \_\_\_\_\_ (Boeckman Bridge Fee) listed in **Sections 4.1 and 4.2** above. The Appeal Letter contesting the adjusted amount must include the following information:

- 5.1.1.1 The name of the Developer;
- 5.1.1.2 The location of the parcel;
- 5.1.1.3 The amount of the adjustment that Developer disputes; and
- 5.1.1.4 Reasons why Developer disputes the adjustment.

If Developer fails to provide any of the above-listed information in the Appeal Letter within the allowed ten (10) day period, the Community Development Director will send a letter dismissing the appeal for failure to comply with this Section.

**5.1.2** Upon receipt of an Appeal Letter submitted in compliance with **Section 5.1.1**, the Community Development Director and Finance Director will review the Appeal Letter, will obtain and review any City information regarding the disputed adjustment, and may ask for additional information from the Developer. No later than thirty (30) calendar days after the date of the Appeal Letter, the Community Development Director and Finance Director will issue an opinion of the Community Development Director and Finance Director (“Directors’ Opinion”) regarding whether Developer is entitled to a refund of any portion of the adjusted amount.

**5.13** If Developer disputes the Directors' Opinion, then Developer may submit a notice of appeal ("Appeal Notice") no later than fourteen (14) calendar days after the date of the Directors' Opinion to the City Manager to have the matter reviewed by the City Council. The Appeal Notice must include the information listed in **Section 5.1.1.1 through 5.1.1.4** as well as following information:

5.1.3.1 Reasons why Developer disputes the findings in the Directors' Opinion.

If Developer fails to provide any of the above-listed information in the Appeal Notice within the fourteen (14) day period, the City Manager will send a letter dismissing the appeal for failure to comply with this Section.

**5.14** Upon receipt of an Appeal Notice submitted in compliance with **Section 5.1.3**, the Community Development Director and Finance Director may supplement their Directors' Opinion with additional information ("Directors' Supplement") to be reviewed by the City Council, which Directors' Supplement must be submitted to the City Manager no later than fourteen (14) calendar days after the Appeal Notice. The City Council will review the entire record and may, in its sole discretion, request oral testimony. Such review must be held no later than thirty (30) calendar days after the Directors' Supplement or no later than forty-five (45) calendar days after the Appeal Notice if no Directors' Supplement is provided. City Council will issue a decision ("Council Decision") at the review meeting or at later meeting if the City Council decides to continue the review to obtain additional information from the Developer and/or the City.

**5.15** If Developer disputes the Council Decision, Developer will have a statutory right to a writ of review to Clackamas County Circuit Court pursuant to Oregon Revised Statutes 34.010 through 34.100.

## **Section 5.2 – All Other Disputes**

**521** **Mediation.** All disputes arising out of this Agreement, other than disputes subject to **Section 5.1** above, shall first be submitted to mediation. Any Party desiring mediation shall provide the other Party with a written notice (the "Request to Mediate"), which shall set forth the nature of the dispute. The Parties shall in good faith cooperate in the selection of a mediator and may adopt any procedural format that seems appropriate for the particular dispute. In the event a written settlement agreement is not executed by the Parties, in the Parties' sole discretion, within twenty (20) days from the date of the Request to Mediate, or such longer time frame as may be agreed upon in writing by the Parties, any Party may make demand for arbitration pursuant to the following paragraph.

**522** **Arbitration or Litigation.** Any dispute arising under **Section 5.2.1** of this Agreement which is not resolved through mediation, upon mutual agreement of the Parties may be submitted to arbitration, to be conducted in Wilsonville, Oregon before a single arbitrator selected by mutual agreement of the Parties. The arbitrator shall have substantial experience in commercial real estate and construction disputes. If the Parties are unable to mutually agree upon and select an arbitrator within twenty (20) days, then

any Party may file an action in Clackamas County Circuit Court in lieu of arbitration and there will be no obligation to arbitrate unless otherwise required by Oregon law. If arbitrated, judgment upon the arbitrator's award may be entered in any court having jurisdiction of the matter.

**523 Equitable Remedies.** Even if the parties undergo mediation or arbitration, the City may still request immediate equitable remedies of either specific performance or injunctive relief to occur while mediation or arbitration is pending or ongoing. The parties will otherwise agree to abate the court case pending completion of the mediation or arbitration.

## **VI. RECORDING**

This Agreement runs with Developer's land that is subject to this Agreement as identified in Exhibit A. Either this Agreement or a memorandum of this Agreement will be recorded by the City with the Clackamas County Recorder's Office for all real property subject to this Agreement.

## **VII. MISCELLANEOUS PROVISIONS**

### **Section 7.1 – Further Assurances**

Each Party will cooperate and perform such acts and things reasonably necessary in connection with the performance of its obligations hereunder, in good faith to carry out the intent of the Parties hereto. Developer understands and agrees that no occupancy permit will be granted for the Proposed Development until the Developer Improvements have been completed and approved by the City as meeting the requirements set forth herein.

### **Section 7.2 – Modification or Amendment**

No amendment, change, or modification of this Agreement will be valid unless in writing and signed by the Parties hereto.

### **Section 7.3 – Relationship**

Nothing herein may be construed to create an agency relationship or a partnership or joint venture between the Parties.

### **Section 7.4 – Maintenance**

Developer is responsible for maintenance of the Developer Improvements as provided in the 2015 City of Wilsonville Public Works Standards, Section 101.8.18 *Maintenance and Warranty*, and any amendments thereto. Developer remains responsible for submitting a maintenance bond, per Public Works Standards, to the City for all of its required Developer Improvements within the public right-of-way or public easements. If Developer fails to maintain the Developer Improvements during the applicable period, the City may do so and make a claim on the bond and directly against Developer. Any work required to be performed by the City will bear interest at a rate of twelve percent (12%) per annum.



**Section 7.5 – Burden and Benefit**

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

**Section 7.6 – No Continuing Waiver**

The waiver of any Party of any breach of this Agreement will not operate or be construed to be a waiver of any subsequent breach.

**Section 7.7 – Applicable Law**

This Agreement shall be governed by and construed under the laws of the State of Oregon. Jurisdiction is in Clackamas County, Oregon.

**Section 7.8 – Legal Fees**

If any Party commences legal proceedings, including arbitration or bankruptcy, for any relief against any other Party arising out of or related to this Agreement, or the breach thereof, the losing Party shall pay the prevailing Party’s legal costs and expenses, including, but not limited to, arbitration costs, reasonable attorney fees, and expert witness fees, as determined by the court or the arbitrator at the trial level or on any appeal.

**Section 7.9 – Time of Essence**

Time is expressly declared to be of the essence of this Agreement.

**Section 7.10 – Notices**

All notices, demands, consents, approvals, and other communications which are required or desired to be given by any Party to each other hereunder shall be in writing and shall be faxed, hand delivered, or sent by overnight courier or United States Mail at its address set forth below, or at such other address as such Party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered, three (3) days after mailing by United States Mail, or upon receipt if sent by courier; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal.

To City:                   City of Wilsonville  
                                  Attn: \_\_\_\_\_, City Attorney  
                                  29799 SW Town Center Loop East  
                                  Wilsonville, OR 97070

To Developer:         [Developer]  
                                  Attn: \_\_\_\_\_  
                                  [Street Address]  
                                  [City, State, Zip Code]

**Section 7.11 – Rights Cumulative**

All rights, remedies, powers, and privileges conferred under this Agreement on the Parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

**Section 7.12 – Counterparts**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**Section 7.13 – No Third-Party Beneficiaries and No Assignment**

None of the duties and obligations of any Party under this Agreement shall in any way or in any manner be deemed to create any rights in any person or entity other than the Parties hereto or their respective heirs, successors, and assigns. Developer may not assign its rights under this Developer Agreement without the prior express written consent of the City.

**Section 7.14 – Representations and Warranties**

Each Party signing on behalf of Developer and the City hereby warrants actual authority to bind their respective Party. The Parties signing below also hereby warrant that entry into this Agreement and the enforcement of its terms will not violate any loan covenants or other agreements pertaining to any of the land or improvements impacted hereby.

**Section 7.15 – Legal Review**

All of the Parties to this Agreement hereby affirm that they have been represented in the negotiation hereof by their own independent legal counsel who have reviewed this Agreement and advised their respective client concerning the same. Therefore, it shall be interpreted accordingly and shall not be construed against the drafter.

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the day and year first written above.

[DEVELOPER],  
a[n] \_\_\_\_\_ [LLC /corporation]

CITY OF WILSONVILLE,  
a municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As Its: \_\_\_\_\_

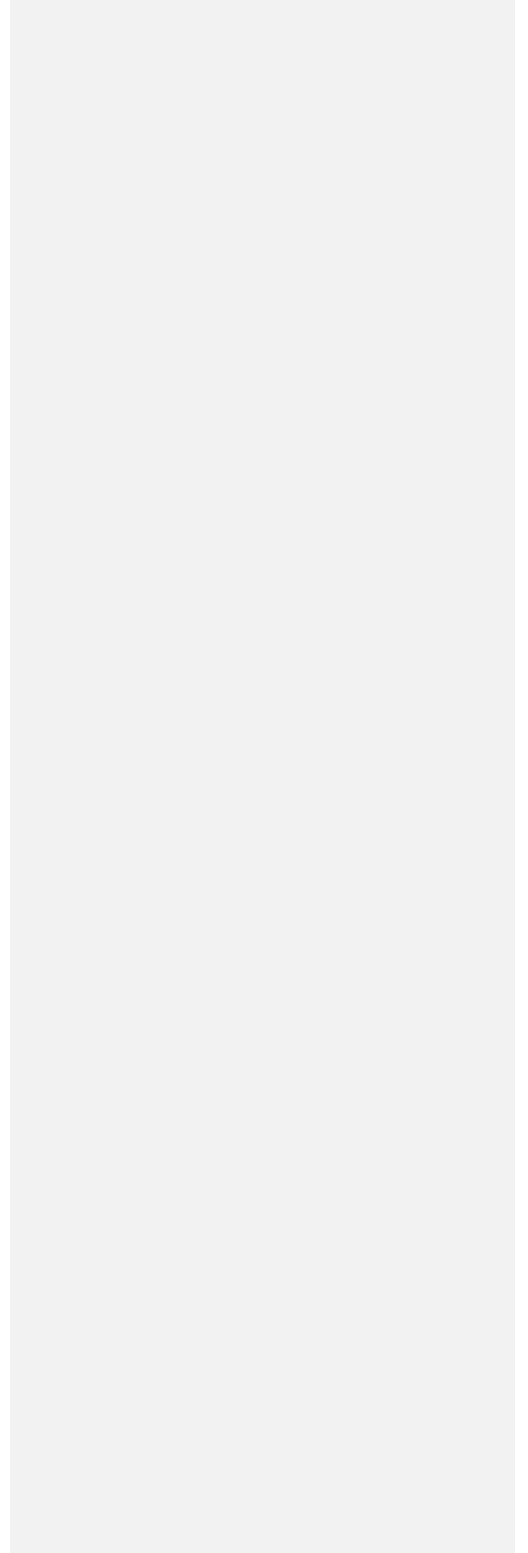
By: \_\_\_\_\_  
Bryan Cosgrove  
As Its: City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

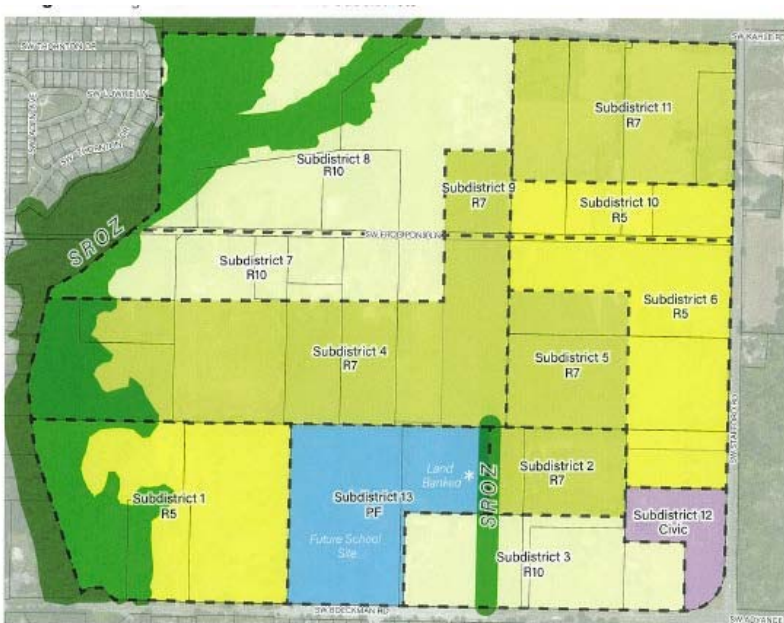
**EXHIBIT A**  
**Map of Developer Property**

*[To be inserted]*



## EXHIBIT B

### Map of Frog Pond West

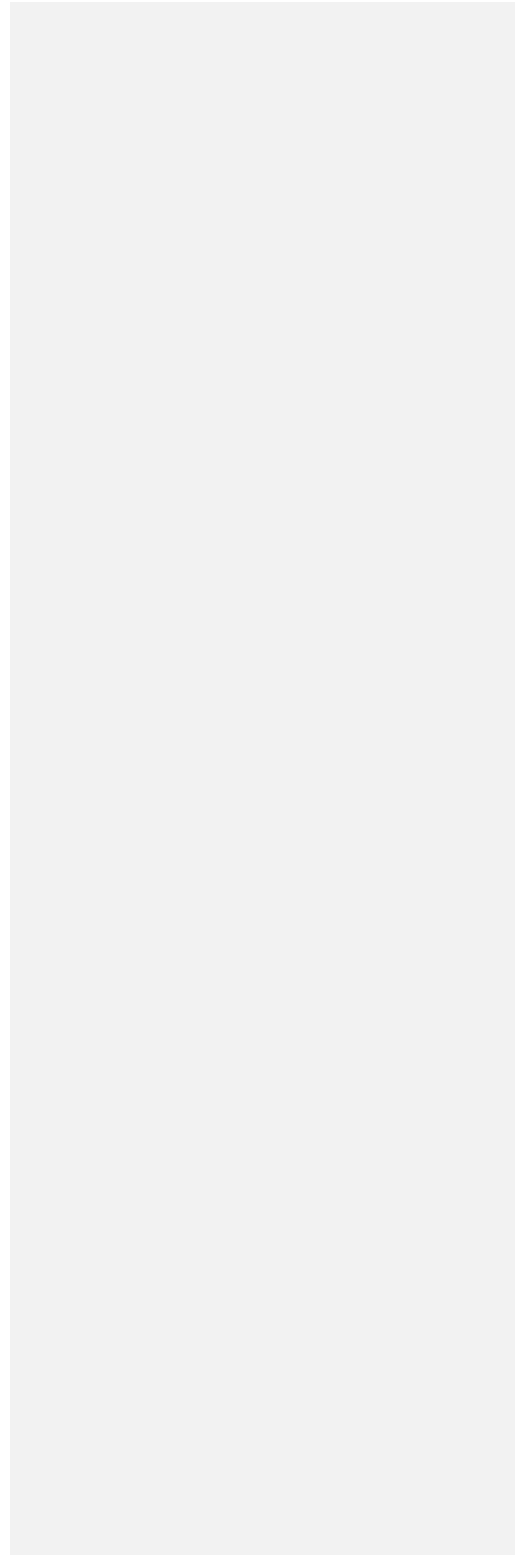


- |   |                               |   |   |
|---|-------------------------------|---|---|
|  | R5 - Small Lot Single Family  |  | Public Facilities                         |
|  | R7 - Medium Lot Single Family |  | Civic                                     |
|  | R10 - Large Lot Single Family |  | Significant Resources Overlay Zone (SROZ) |

\* Land banked for school facilities, a neighborhood park, and/or residential use.

**EXHIBIT C**  
**Proposed Development**

*[To be inserted]*



### EXHIBIT D

## Illustration of "Local Portion" of Boeckman Road (Applicable for Stafford Road)





September 24, 2020

**Michael C. Robinson**

Admitted in Oregon  
T: 503-796-3756  
C: 503-407-2578  
mrobinson@schwabe.com

**VIA E-MAIL**

Mayor Tim Knapp  
Wilsonville City Council  
Wilsonville City Hall  
28799 SW Town Center Loop East  
Wilsonville, OR 97070

**RE: City of Wilsonville Resolution No. 2842, Minor Modification to the Development Agreement Template for Frog Pond West; Letter from West Hill Land Development (“West Hills”) Requesting Wilsonville City Council Approval of the Resolution (the “Resolution”) on October 5, 2020**

Dear Mayor Knapp and Members of the Wilsonville City Council (the “City Council”):

This office represents West Hills, the developer of three residential subdivisions in Frog Pond West. Mr. Dan Grimberg of West Hills asked me to send this letter to the City Council explaining why the City Council can approve the Resolution and requesting approval of the Resolution.

**I. Introduction.**

The Resolution approves a minor amendment to the current Development Agreement Template (the “Template”) by modifying the Template’s language for the Waiver of Remonstrance (the “Waiver”) so that after the Infrastructure Supplemental Fee and the Boeckman Road Bridge Fee (together, the “Fees”) are paid for a lot in Frog Pond West, the Waiver is removed from a lot’s obligations. The Fees currently total about \$18,000.00 per lot. The Fees provide for improvements to Boeckman Road, Stafford Road, a neighborhood park and a proportional share of the future Boeckman Road Bridge over Boeckman Creek. West Hills worked with Mr. Neamtzu and Ms. Jacobson to agree on the Staff-recommended Template amendment language.

This matter was originally scheduled to be heard by the City Council on September 10, 2020. West Hills asked the City Council to continue the matter to October 5, 2020 because of the fires and smoke on September 10, 2020. The City Council granted the request and the Resolution will be heard under New Business on the October 5, 2020 City Council meeting agenda. West Hills will be present on October 5, 2020 to discuss the Resolution and answer questions from the City Council.

Mayor Tim Knapp  
September 24, 2020  
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## II. Discussion.

The September 10, 2020 Staff Report to the City Council recommended approval of this minor amendment to the Template (September 10, 2020 City Council Packet, Pages 81-99). The Amendment applies only to transportation improvements in Frog Pond West because the Waiver implements Wilsonville Code (“WC”) 4.177(.02)C.2, “Rights of Way,” which requires recording of a Waiver against formation of a Local Improvement District (“LID”).

The Template applies to each lot in Frog Pond West because the DRB conditions approval of residential subdivisions on recording the Development Agreement with the Waiver before issuance of a certificate of occupancy building permit, or as part of the final plat recording. The Waiver counts as a “yes” vote by the lot owner for the formation of a LID.

Recording of the Waiver imposes a continuing and uncertain obligation on the lots and runs with the land. The obligation continues indefinitely because even though one LID might be created, the Waiver is not limited to a single LID. The Waiver also subjects each lot to undefined LID assessments. These two issues are the primary objections that potential lot purchasers have raised to West Hills.

The total cost of all permits for a single-family dwelling is about \$70,000, including the Fees. The current Waiver adds an undetermined amount to the costs. The reason that West Hills is requesting that the Waiver be removed following the payment of the Fees is that each lot will have paid its fair share and should not be subject to future unknown LID assessments.

The proposed Template Amendment still requires recording of a Waiver as required by WC 4.177(.02)C.2 but would remove the Waiver after the Fees are paid at the building permit stage. The Staff Report recommended approval of the Template Amendment because it provides clarity and removes uncertainty once the Fees are paid so that lot purchasers are not uncertain about future financial impacts. The Fees must be paid before the Waiver obligation is terminated.

The City Council can approve the amendment for the following reasons:

- Lot owners can still vote “yes” on creation of a LID if the City persuades them of the need for a LID.
- The City has not identified a LID affecting Frog Pond West.
- The City has not created a LID since 1998.
- The Template Amendment clarifies the financial obligations imposed on lots in Frog Pond West. The current Waiver is unlimited in scope and has no limit on costs or the number of LIDs. West Hills cannot answer potential lot owners’ questions about scope and cost because the LID assessments could be \$500 or \$5,000 per lot.



Mayor Tim Knapp  
September 24, 2020  
Page 3

- The DRB approvals require the Applicant to make all necessary transportation improvements, so the LID is unnecessary for required and proportional transportation improvements.
- The Template Amendment is consistent with WC 4.177(.2)C.2.
- The current Wavier is not proportional to the subdivisions' transportation impacts because, in part, the Template is unlimited in scope and potential cost and continues in perpetuity.

The City Council can conclude that the Template Amendment addresses a real problem without affecting the City's ability to make necessary and proportional transportation improvements.

### **III. Conclusion.**

For the reasons contained in this letter, West Hills respectfully requests that the City Council approve the Amendment as recommended by Staff. West Hills will be available to answer any questions from the City Council on October 5, 2020.

Very truly yours,



Michael C. Robinson

MCR:jmhi

cc: Mr. Dan Grimberg (*via email*)  
Ms. Kristi Hosea (*via email*)  
Mr. Chris Neamtzu (*via email*)  
Ms. Barbara Jacobson (*via email*)

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## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> October 5, 2020		<b>Subject: Resolution No. 2853</b> Select the Preferred Bridge Design Alternative for the I-5 Pedestrian Bridge Project (CIP No. 4202)	
		<b>Staff Member:</b> Zach Weigel, PE, Capital Projects Engineering Manager; Kimberly Rybold, AICP, Senior Planner	
		<b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: 10/5/2020 <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 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 recommend that Council adopt Resolution No. 2853.			
<b>Recommended Language for Motion:</b> I move to approve Resolution No. 2853.			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities I- 5 Bike-Pedestrian Bridge, Town Center		<input checked="" type="checkbox"/> Adopted Master Plan(s) Bicycle & Pedestrian Connectivity Plan, Transportation System Plan, Town Center Plan	
		<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution selecting the preferred bridge design alternative for the I-5 Pedestrian Bridge project. In addition, the project team seeks feedback on the plaza design approach and prioritized design elements.

## EXECUTIVE SUMMARY:

In 2017, the City was awarded a Metropolitan Transportation Improvement Program (MTIP) Regional Flexible Funds (RFFA) grant from Metro for the design of the I-5 Pedestrian Bridge. The project, first identified as a need in the 2006 Bicycle and Pedestrian Master Plan and subsequently added to the Transportation System Plan (TSP) in 2013, will provide a safe pedestrian and bike crossing of Interstate 5, connecting the Villebois neighborhood and the Wilsonville Transit Center to the Town Center and adjacent residential areas. The project also includes design of the Gateway Plaza, a community gathering space identified as a community priority as part of the Town Center Plan process, on a City-owned parcel at the east bridge landing. Per the IGA for this grant, 90% design for the project must be completed in fall 2021.

After the March Planning Commission and City Council work sessions, the project team began designing bridge and plaza concepts based on feedback gathered from the project kickoff open house and survey (see [Winter 2020 Public Engagement Summary](#)). In addition, a technical analysis of the bridge types (Attachment 1) was prepared by the project team, led by DOWL, which helped to inform the bridge design concepts. Input from June and July Planning Commission work sessions guided refinement of the bridge and plaza concepts, which City Council confirmed at a July work session were consistent with prior community feedback and expectations set forth in prior planning efforts including the Town Center Plan and Bicycle and Pedestrian Connectivity Plan.

The bridge and plaza concepts were presented for public feedback through an online survey on *Let's Talk, Wilsonville!* and virtual open house in August. Three bridge alternatives—cable-stayed, tied arch, and modern artistic—were presented, along with three plaza concepts—Drops and Ripples, River Oxbow, and Gateway Loop. Participants were asked to identify which bridge and plaza concepts best reflect the themes and priorities identified during the project's initial public outreach and provide input on bridge and plaza elements that the project should include. Nearly 300 people completed the online survey, and more than 50 people participated in the virtual open house (Attachment 2).

At the September 16, 2020 meeting, the Planning Commission identified the tied arch bridge design alternative as best meeting the Project's themes and priorities, generally agreed with a plaza design approach combining elements of the Drops and Ripples and River Oxbow concept designs, and agreed with the bridge and plaza design elements prioritized by the community.

The project team seeks direction on the following items:

- Select a preferred bridge design alternative to advance into design.
- Identify a plaza design approach to advance into design.
- Confirm priority bridge and plaza elements identified by the community and Planning Commission.

Upon receiving City Council direction on the preferred bridge alternative and plaza design, the project team will begin detailed design work for the bridge and plaza.

**EXPECTED RESULTS:**

City Council will identify a preferred bridge alternative and confirm direction for the plaza design, enabling the project team to begin work toward 30% design for the project.

**TIMELINE:**

Project work and public engagement activities will continue throughout 2020 and 2021 to further inform bridge design, plaza materials, and amenities. The project team will use *Let's Talk, Wilsonville!* to gather additional public feedback on detailed bridge and plaza design elements as the project moves through the design phase. Additional work sessions will be facilitated with the City Council over the course of this project, with the next update anticipated at 30% design. Ultimately, design will advance to 90% design with an anticipated completion in fall 2021.

**CURRENT YEAR BUDGET IMPACTS:**

The adopted budget for FY2020-21 includes \$5,830,275 in Transportation SDCs for CIP project #4202. The remaining project design work over the next two years is estimated at \$1.0 million. The remaining budget is intended to begin to accrue funds to pay for project construction in future years.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 9/29/2020

**LEGAL REVIEW / COMMENT:**

Reviewed by:      Date:

**COMMUNITY INVOLVEMENT PROCESS:**

The pedestrian and bikeway bridge was identified as a high priority project through the last update to the Wilsonville Transportation System Plan, which included an extensive community involvement process. Likewise, the RFFA grant process included a public review and comment period in which the project garnered positive feedback from the community. In addition, the Town Center Plan included a robust and inclusive public outreach process where the Bridge Project was identified as a key framework project through extensive community support.

There have been several opportunities to participate in the design of the Bridge Project and Gateway Plaza as scoped within the Public Engagement Plan for the project. In addition to the public kickoff event, outreach opportunities included an online open house, online surveys, stakeholder interviews, and pop-up information displays. The project team will provide additional input opportunities through *Let's Talk, Wilsonville!* as design progresses. The engagement plan is designed to reach as broad an audience as possible and to gather the variety of perspectives in the community. It also includes targeted outreach to specific stakeholders more impacted by activity in the Town Center.

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

The Bridge Project will provide a safe bike and pedestrian crossing of I-5 that is separated from vehicular traffic with direct access to essential services in the Wilsonville Town Center, the Wilsonville Transit Center, employment areas, and educational resources. The bridge will serve all populations within and around the project area and will help the Town Center become a more vibrant, pedestrian and transit-supportive mixed-use district. Public art and environmental features integrated into the Bridge Project and plaza will help to create an attractive and accessible place

for visitors and residents of all ages to shop, eat, live, work, learn, and play. The bridge and plaza investment will exemplify the City's commitment to realizing the community's vision for Town Center and serve as an incentive for private investment.

**ALTERNATIVES:**

City Council can provide additional bridge and plaza design elements to consider as the project moves into the 30% design phase. If a preferred bridge alternative is not selected at this meeting, increased project costs and significant project delay will result.

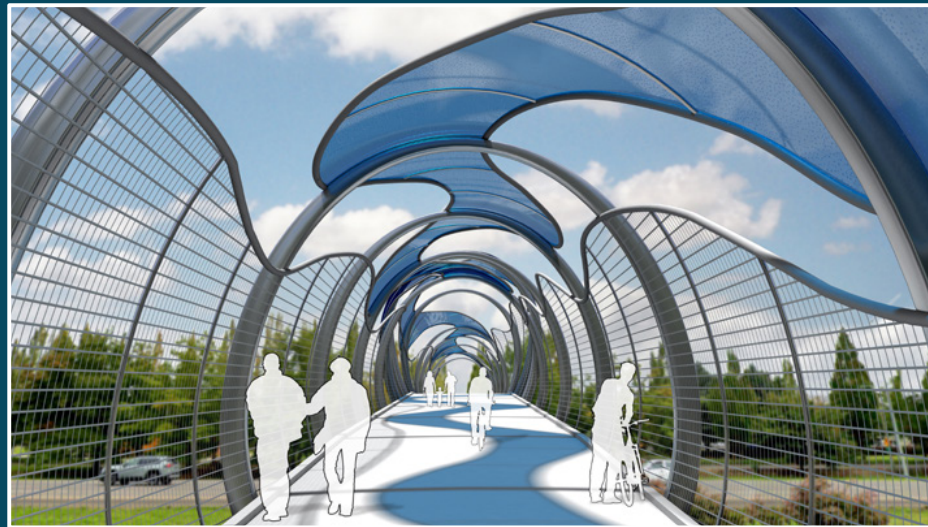
**CITY MANAGER COMMENT:**

N/A

**ATTACHMENT:**

1. Community Involvement Summary (August 2020)
2. Resolution No. 2853
  - A. Bridge Concepts Memo (August 2020)
3. I-5 Pedestrian Bridge & Plaza Presentation

# WILSONVILLE TOWN CENTER I-5 PEDESTRIAN BRIDGE + PLAZA



Community Involvement Summary  
August 2020



WILSONVILLE TOWN CENTER  
I-5 PEDESTRIAN BRIDGE



# DOCUMENT PURPOSE

The purpose of this document is to summarize the input received during community outreach efforts and identify preferred design alternatives for the pedestrian bridge and plaza. To date, the project has engaged a number of residents, businesses, and stakeholders with an interest in the project. Input from the following events are summarized in this document:

- The City hosted an online survey available from August 3, 2020 through August 24, 2020.
- The City hosted a series of Virtual Open House sessions offered at three different times on August 13, 2020. American Sign Language and Spanish translators were available. Live polling questions were utilized to capture open house participants' design preferences. This summary combines those responses with the online survey results.

This community input is an important component of the next design phase of this project. It helps the project team prioritize design elements and determine how these features should be incorporated into the final designs. As the project progresses, the project team will continue to update the community on the project's progress and ask for additional input as preferred bridge and gateway designs are developed.

# COMMUNITY INVOLVEMENT SUMMARY



**299**

**Online Survey  
Participants**



**43**

**Virtual Open House  
Participants**

**↑ 2.5X**

**Increase in Survey  
Participation**

**English,  
Spanish + ASL**

**Virtual Open House  
Languages**

## SURVEY PARTICIPANTS

**93%** live in Wilsonville.

**24%** work in Wilsonville.

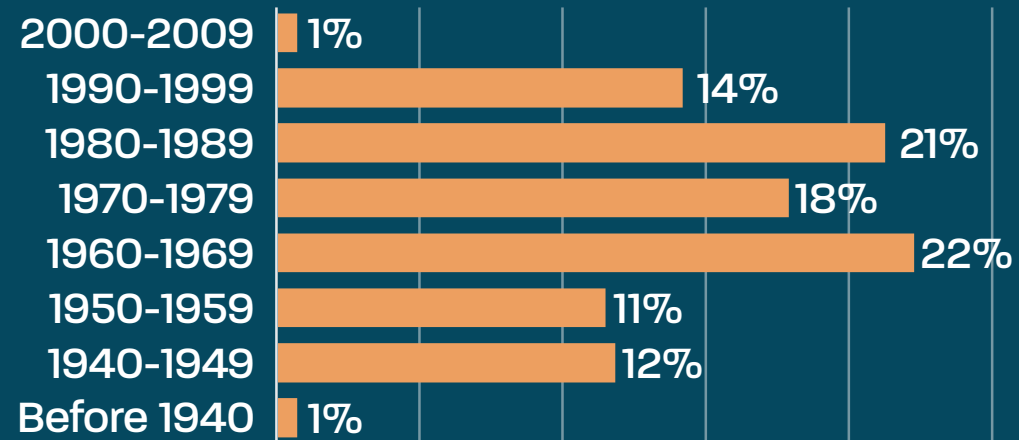
**5%** own a business in Wilsonville.

**76%** own their primary residence.

**24%** rent at their primary residence.

**97%** of survey participants' primary language at home is English. Participants also included **Spanish, Arabic, Russian, Tamizh/ Tamil, and German speakers.**

### Decade survey participants were born:





# OVERVIEW

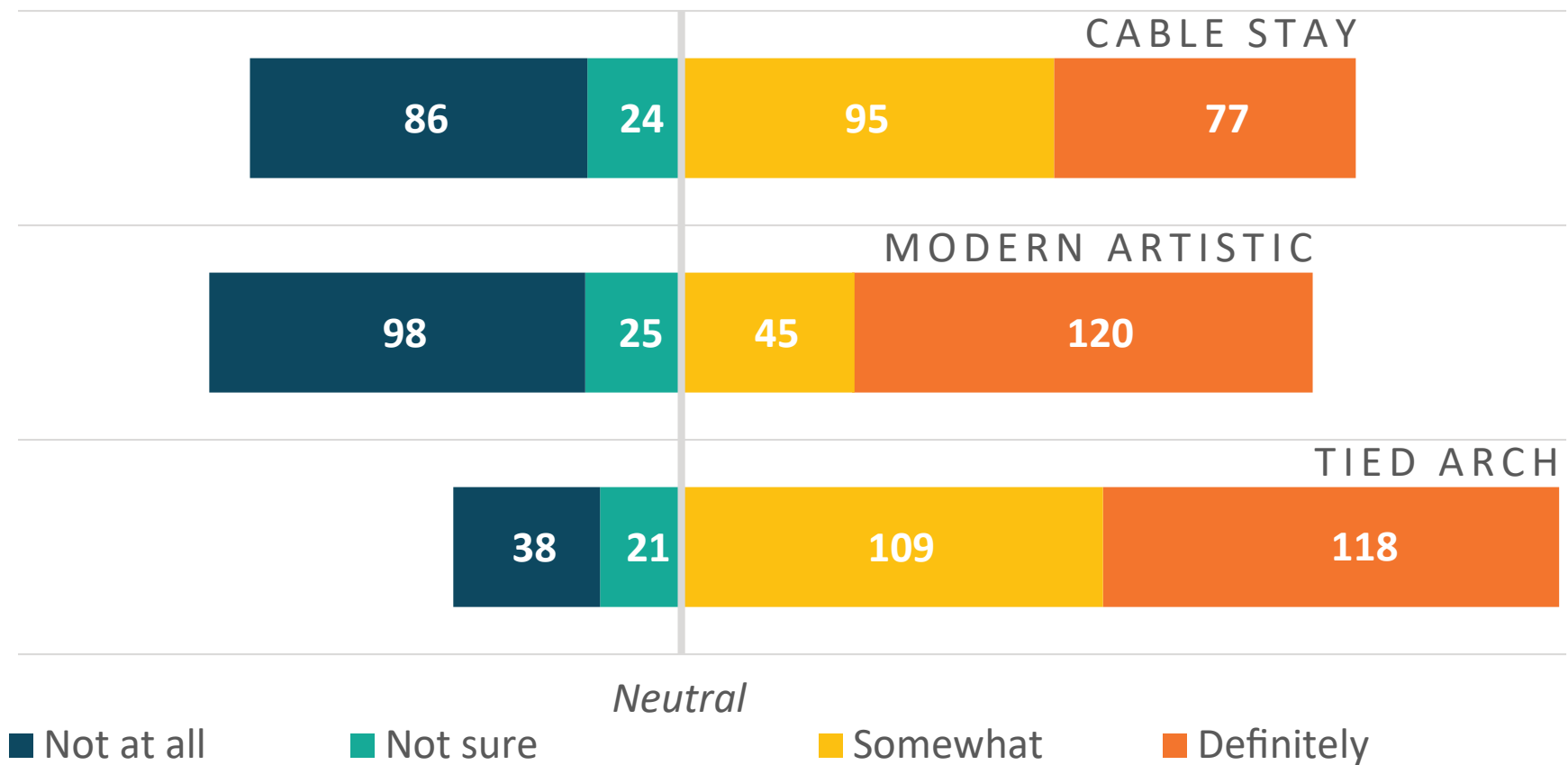


This symbol indicates questions where virtual open house polling results have been combined with online survey results

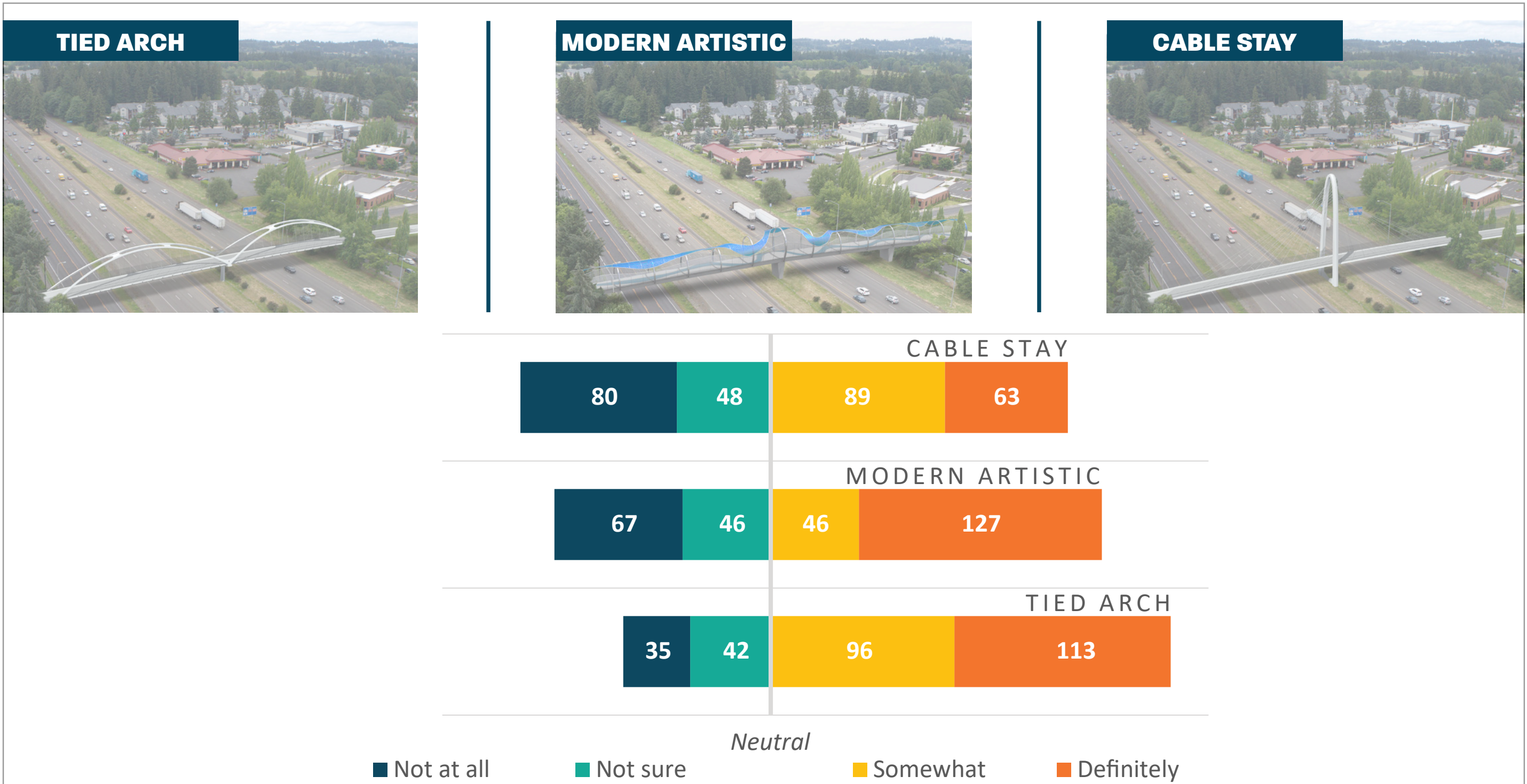
- Q1** Which of these bridges do you think would be an iconic or defining structure for Wilsonville?
- Q2** Based on identified themes of harmony with nature, family friendly, Willamette River/Boones Ferry, and inclusive and welcoming, could these bridge designs evoke Wilsonville?
- Q3** Rank the bridge designs in order of preference.
- Q4** **Standard Bridge Customization Options.** All bridge concepts have the potential to incorporate the following examples of customized features. Choose up to three:
- Q5** Based on identified themes of harmony with nature, family friendly, Willamette River/Boones Ferry, and inclusive and welcoming, could these plaza concepts evoke Wilsonville?
- Q6** Rank the plaza concepts in order of preference.
- Q8** **Sustainable Features.** Which of the following sustainable features are most important (choose up to three)?
- Q9** **Shade/Rain Shelter.** Which of the following shelter options are most important for the gateway plaza (choose one)?
- Q10** **Trees and Plantings.** Which of the following characteristics reflects the type of planting you would like to see in the gateway plaza area (select all that apply)?
- Q11** **Gathering.** What kind of gathering spaces are most important to include in the final design (choose up to two)?
- Q12** **Art.** What form of art would you like to see around the plaza area (choose up to three)?
- Q13** **Open Ended Question: Are there specific elements that are missing from these bridge and plaza concepts?**
- Q+A** Virtual Open House Wall Graphic

# Bridge Design Alternatives

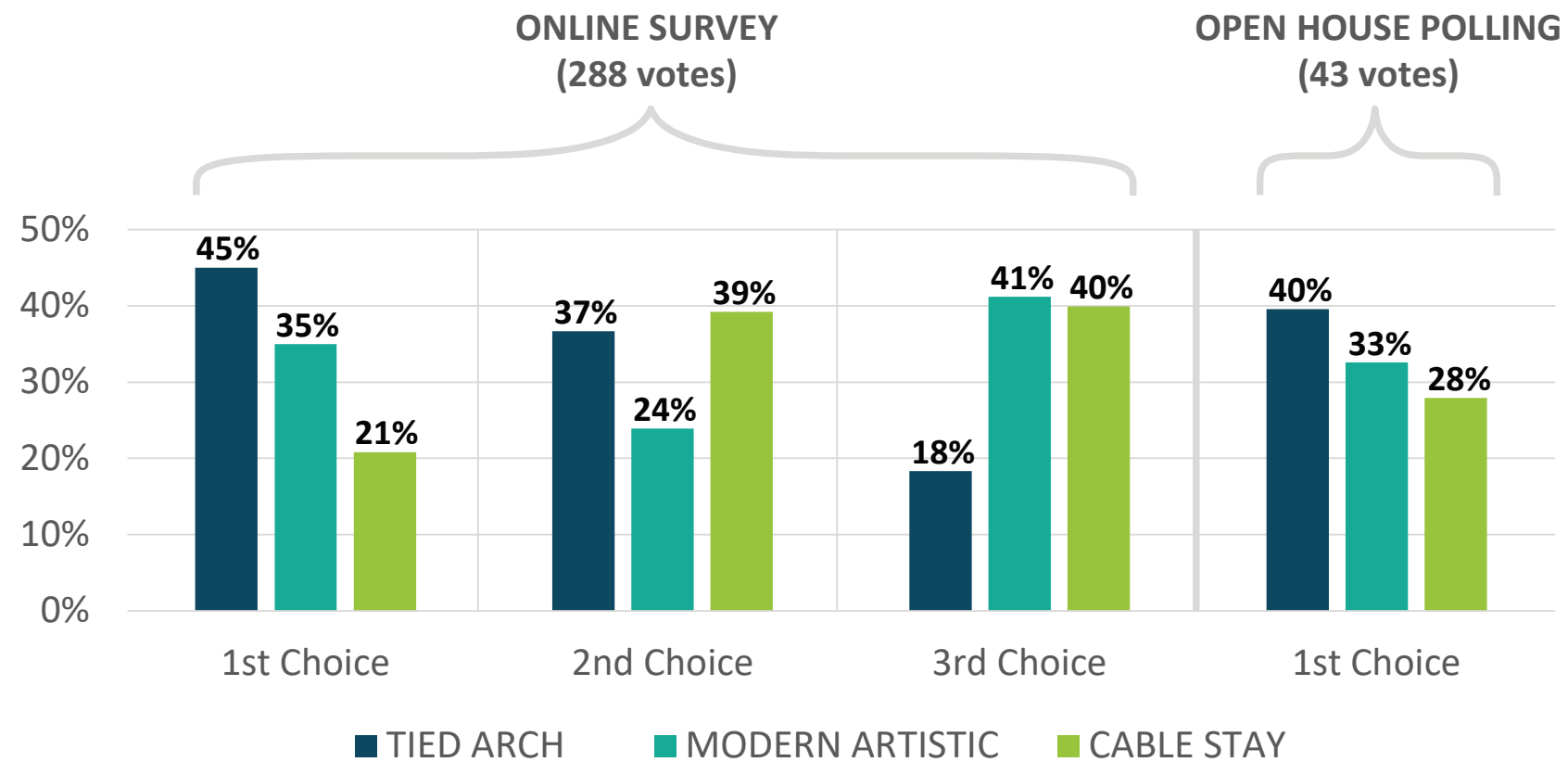
# Q1 Which of these bridges do you think would be an **iconic or defining structure for Wilsonville?**



**Q2** Based on identified themes of harmony with nature, family friendly, Willamette River/ Boones Ferry, and inclusive and welcoming, could these bridge designs evoke Wilsonville?



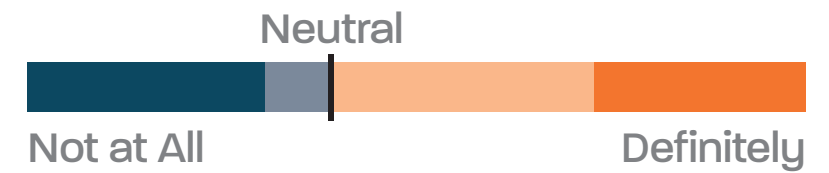
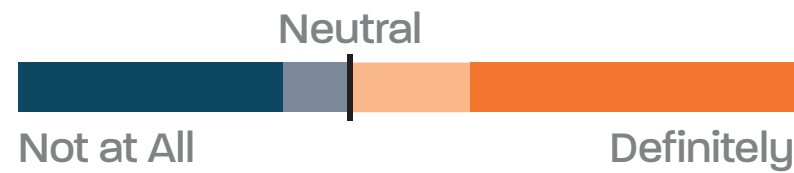
# Q3 Rank the bridge designs in order of preference.



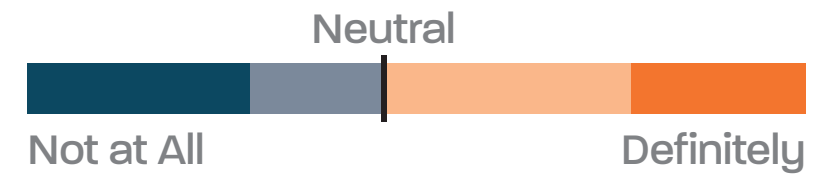
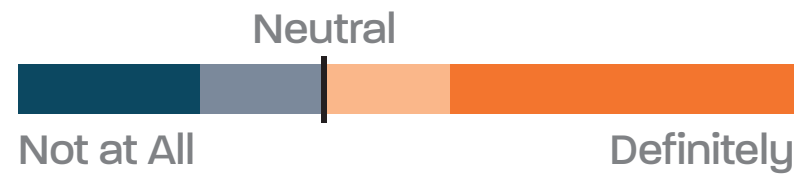
# Bridge results comparison.



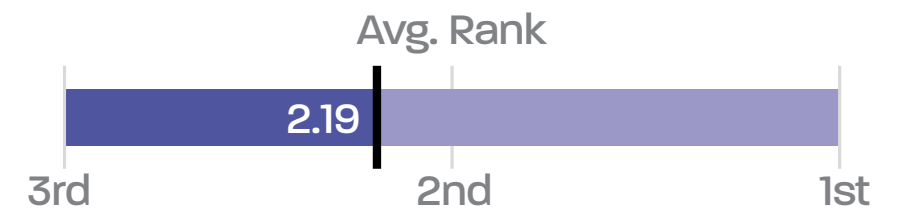
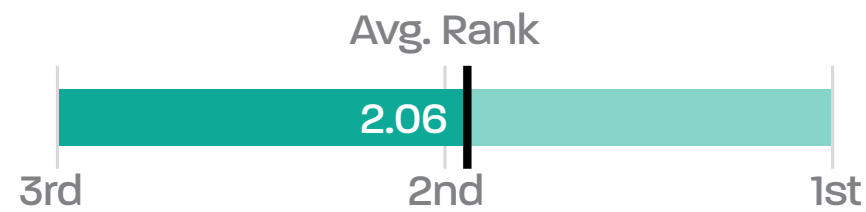
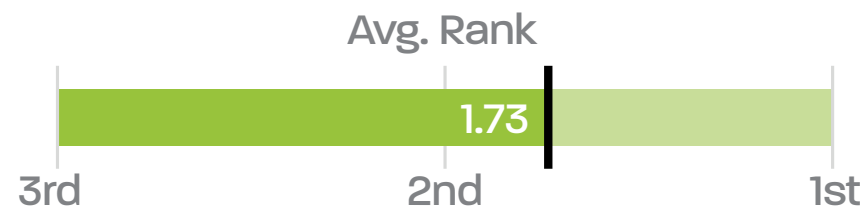
## ICONIC/DEFINING STRUCTURE



## THEMES - EVOKES WILSONVILLE

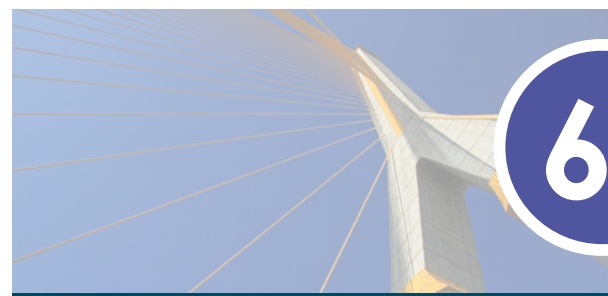


## RANKED BY PREFERENCE



# Q4 || Standard Bridge Customization Options. All bridge concepts have the potential to incorporate the following examples of customized features. Choose up to three:

## Standard Bridge Customization Options



6<sup>TH</sup>

COLOR OF BRIDGE CABLES

VOTES 80



8<sup>TH</sup>

IMAGES ON SAFETY FENCING

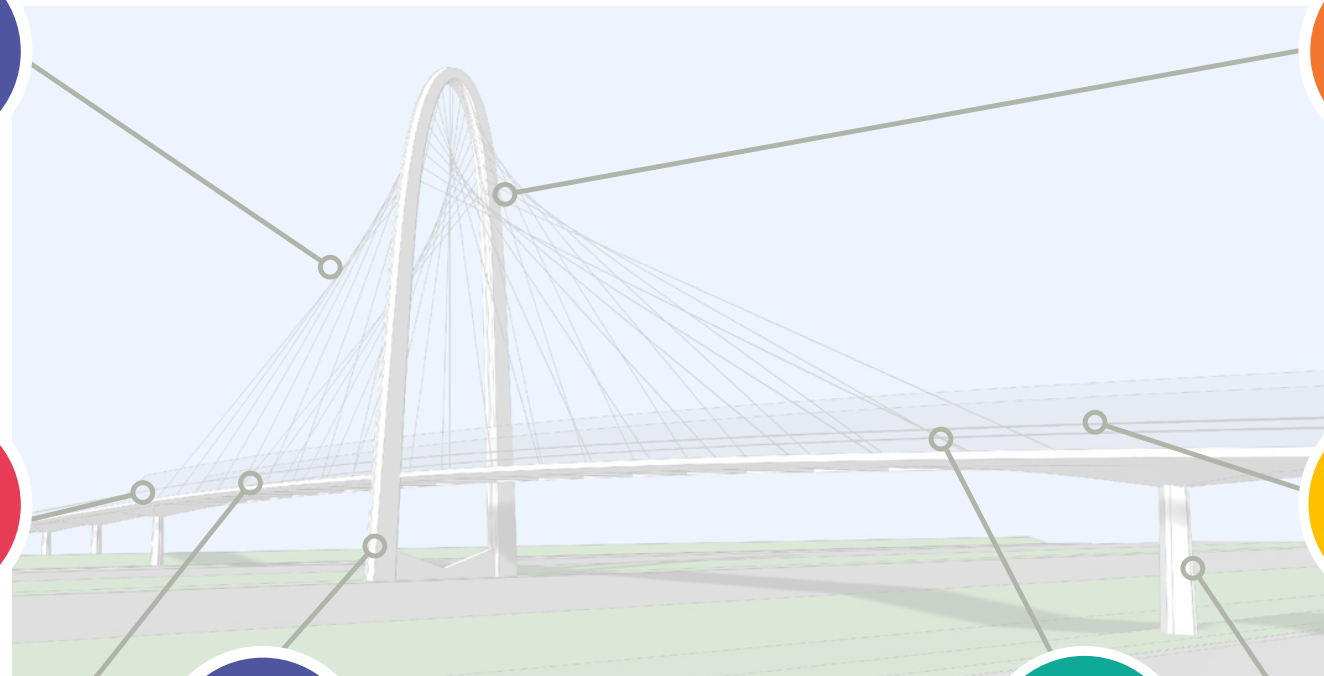
VOTES 47



5<sup>TH</sup>

CUSTOM SIGNAGE/LETTERING

VOTES 99



6<sup>TH</sup>



COLOR OF BRIDGE SUPPORT

VOTES 80



2<sup>ND</sup>

ADJUSTABLE LED LIGHTING  
ALONG CABLES AND/OR RAILING

VOTES 195



1<sup>ST</sup>

ILLUMINATED BRIDGE STRUCTURE

VOTES 203



3<sup>RD</sup>

CUSTOM SAFETY FENCING

VOTES 142



4<sup>TH</sup>

SHAPE OF BRIDGE SUPPORTS

VOTES 106

# Ramp + Plaza Design Alternatives



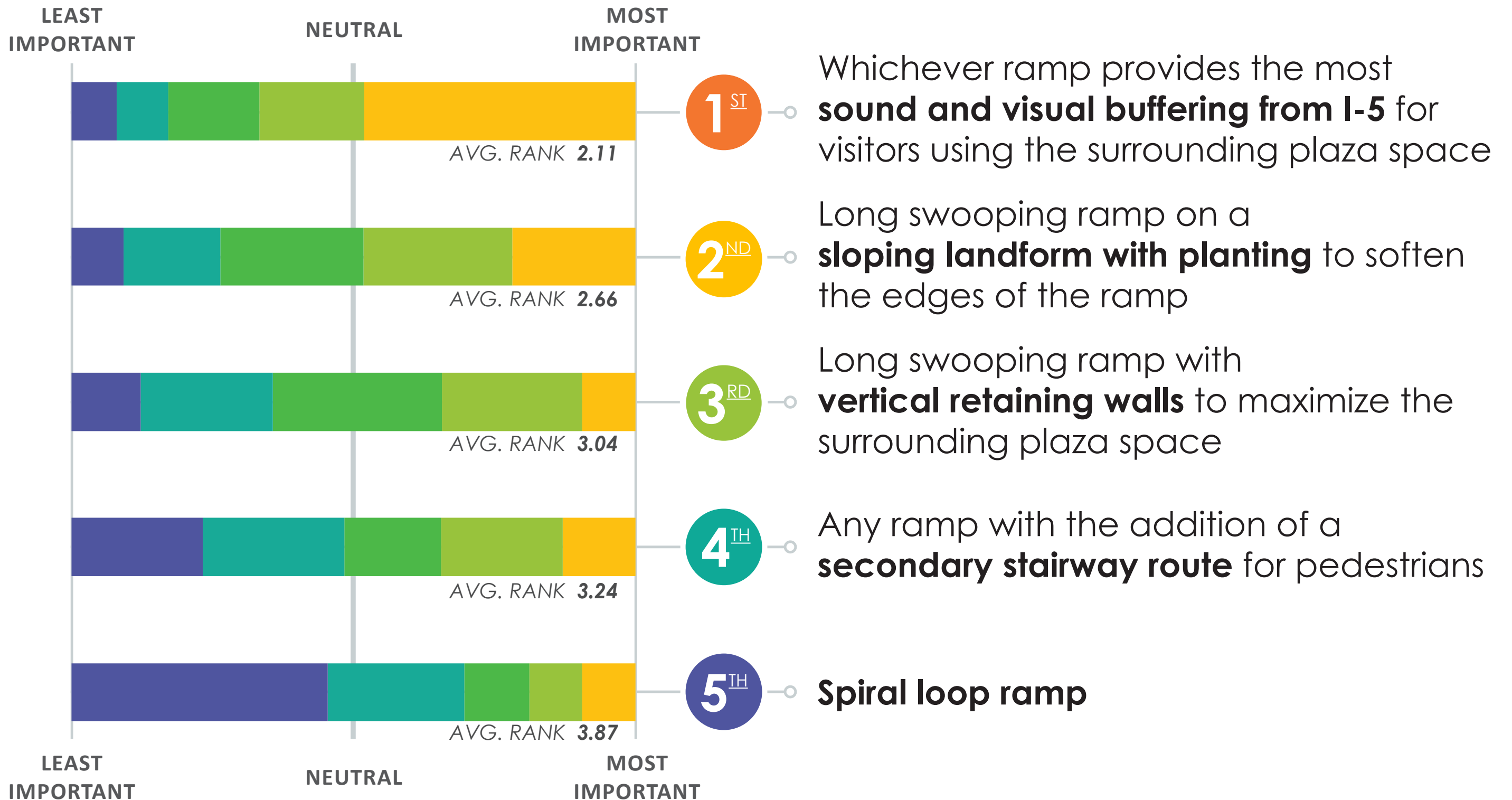
**Q5** Based on identified themes of harmony with nature, family friendly, Willamette River/ Boones Ferry, and inclusive and welcoming, could these plaza concepts evoke Wilsonville?



# Q6 Rank the plaza concepts in order of preference.



**Q7** **What type of bridge approach would you prefer?** Rank the following (from most to least important; 1 = most important, 5 = least important).



# Q8 || Sustainable Features. Which of the following sustainable features are most important (choose up to three)?

## Plaza Components

### SUSTAINABLE FEATURES



**Q9** || **Shade/Rain Shelter.** Which of the following shelter options are most important for the gateway plaza (choose one)?

## Plaza Components

### SHADE/RAIN SHELTER

**Standard Picnic Shelter**



**4<sup>TH</sup>**  
VOTES 21

**Modern, Artistic Shelter**



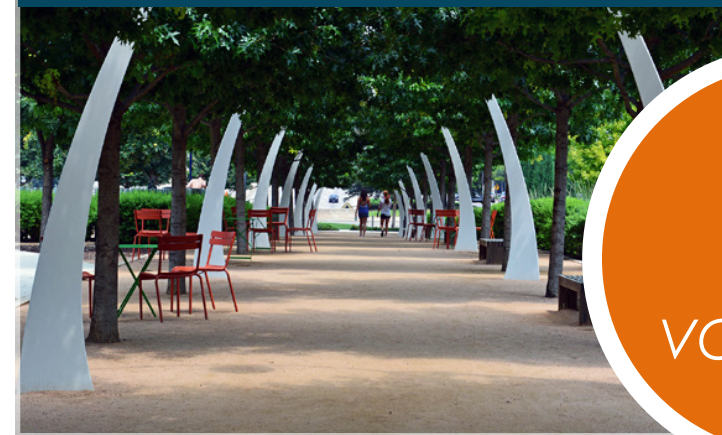
**2<sup>ND</sup>**  
VOTES 80

**Open Shade Structure**



**3<sup>RD</sup>**  
VOTES 63

**Tree Canopy**



**1<sup>ST</sup>**  
VOTES 165

**Q10** **Trees and Plantings.** Which of the following characteristics reflects the type of planting you would like to see in the gateway plaza area (select all that apply)?

## Plaza Components

### TREES AND PLANTINGS



# Q11 **Gathering.** What kind of gathering spaces are most important to include in the final design (choose up to two)?

## Plaza Components

### GATHERING

**4<sup>TH</sup>**  
VOTES 44



**3<sup>RD</sup>**  
VOTES 137

**1<sup>ST</sup>**  
VOTES 240



**2<sup>ND</sup>**  
VOTES 165

# Q12 **Art.** What form of art would you like to see around the plaza area (choose up to three)?

## Plaza Components

### ART

**Arching Gateway**

**4<sup>TH</sup>**  
VOTES 131



**Multiple, Small Installations**

**2<sup>ND</sup>**  
VOTES 153



**Unique Paving**

**6<sup>TH</sup>**  
VOTES 111



**Murals or Mosaics**

**3<sup>RD</sup>**  
VOTES 140



**Interactive and Functional**

**1<sup>ST</sup>**  
VOTES 157



**Interactive but Aesthetic**

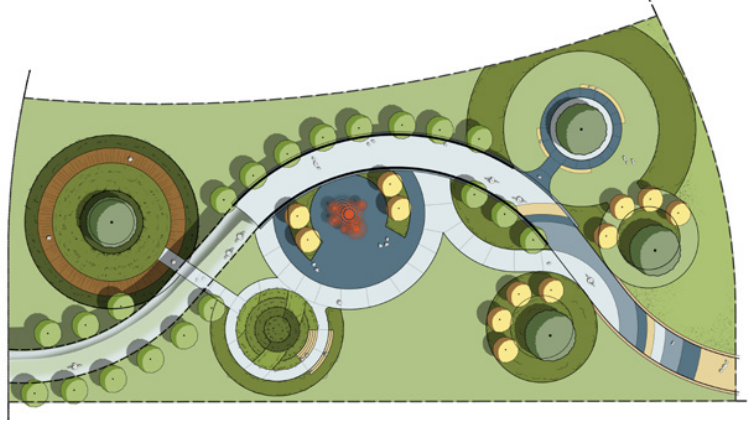
**5<sup>TH</sup>**  
VOTES 118



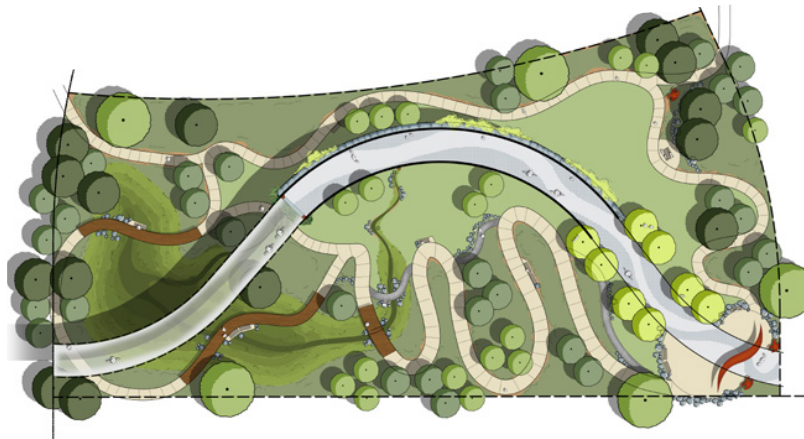


# Results comparison.

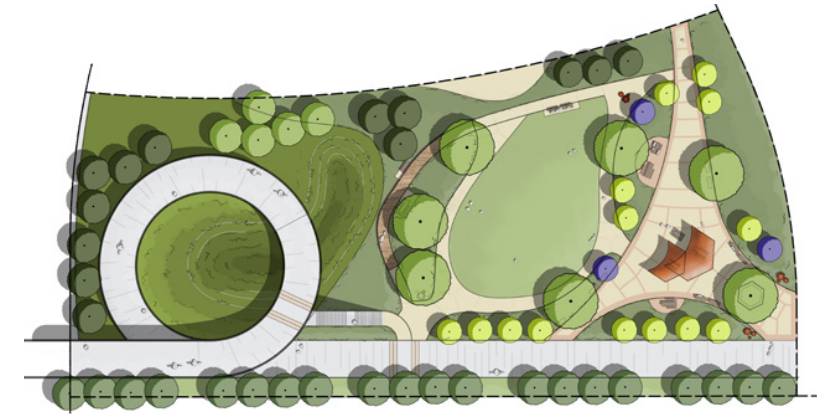
## DROPS AND RIPPLES



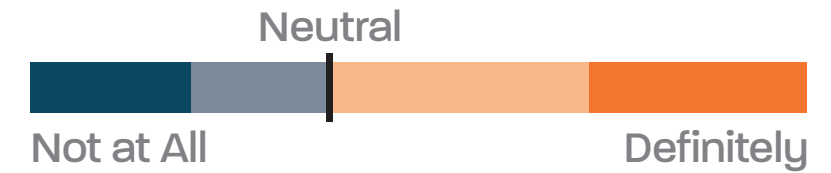
## RIVER OXBOW



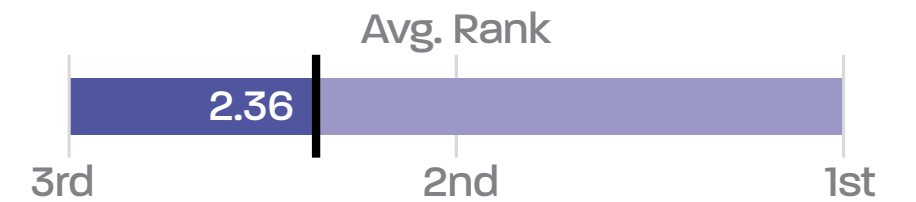
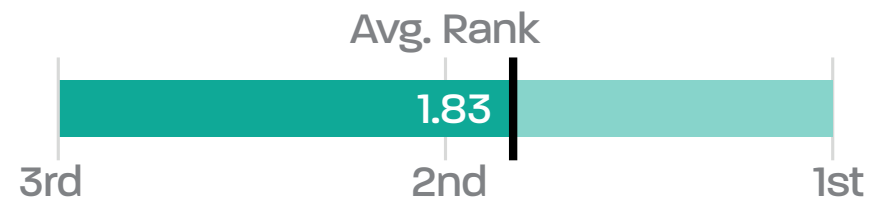
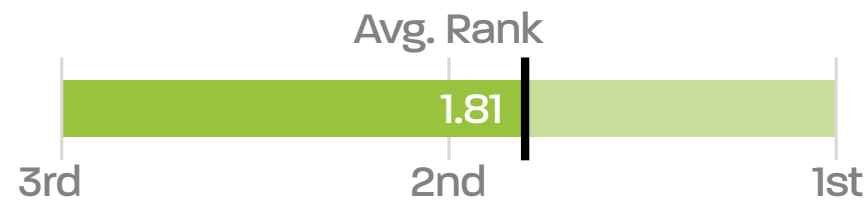
## GATEWAY LOOP



### THEMES - EVOKES WILSONVILLE



### RANKED BY PREFERENCE



# Top ranking plaza components comparison.

## ART



1. Interactive and Functional
2. Multiple, Small Installations
3. Murals or Mosaics

## SUSTAINABLE FEATURES



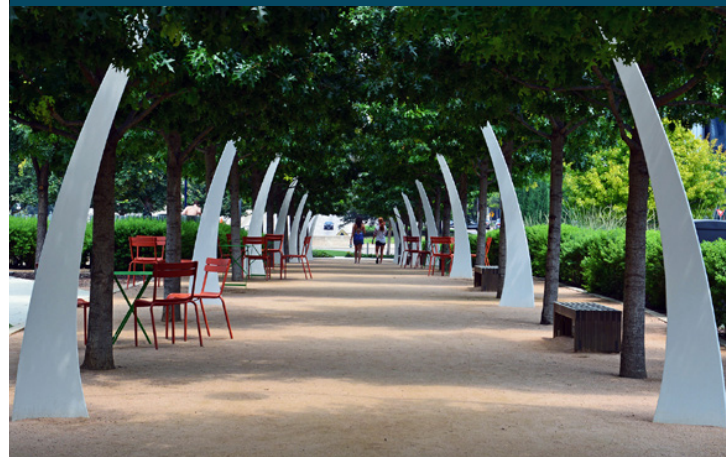
1. Planting for Biodiversity
2. Climate Adapted Planting
3. Enhanced Stormwater

## TREES AND PLANTINGS



1. Tree Allée
2. Formal Planting
3. Green Walls

## SHADE/RAIN SHELTER



1. Tree Canopy
2. Modern, Artistic Shelter

## GATHERING



1. Multiple Smaller Spaces
2. Transitional Spaces

## BRIDGE APPROACH (RAMP)

1. Whichever ramp provides the most **sound and visual buffering from I-5** for visitors using the surrounding plaza space
2. Long **swooping ramp on a sloping land form with planting** to soften the edges of the ramp

# Open Responses

## Additional Considerations

**Q13** **Are there specific elements that are missing from these bridge and plaza concepts?**

## Emerging Themes:

- Support for Project
- Health / Safety / Access
- Design Elements
- Cost Concerns / Opposition to Project
- Art Recommendations
- West Ramp / Connections

# VIRTUAL OPEN HOUSE Q&A

# Wall Graphic (1/2)

\* ALL OPTIONS CAN BE CUSTOMIZED

WILSONVILLE TOWN CENTER  
I-5 PEDESTRIAN BRIDGE

OPEN HOUSE  
8 · 13 · 20  
| P.M. | 4 P.M. | 6 P.M.

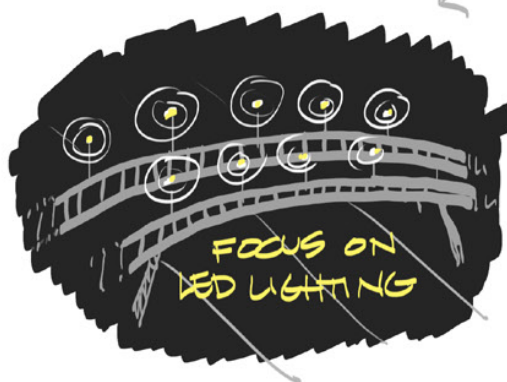
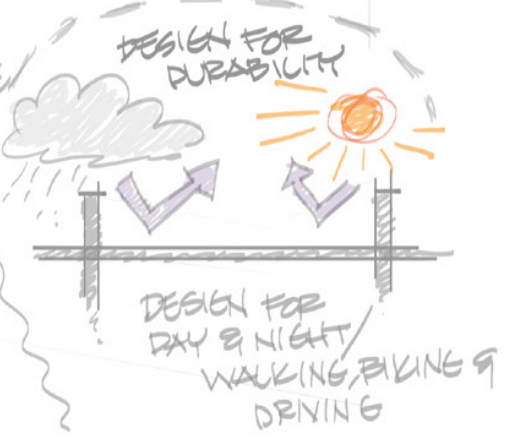
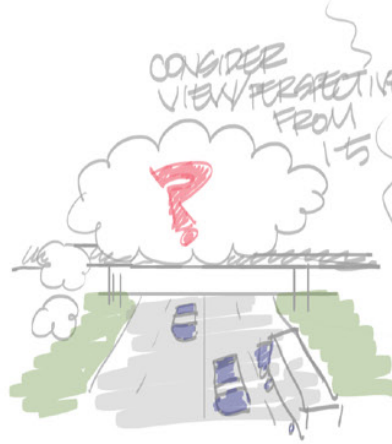
## BRIDGE DESIGN CONCEPT



- OPEN HOUSE 2: PREFERRED
- STAY ARRANGEMENT UNIQUE TO DESIGN
- OPEN HOUSE 1: PREFERRED
- VISIBLE FROM N/S TRAFFIC
- OPTION HAS SHADE
- OPEN HOUSE 3: PREFERRED
- NEED 'WILSONVILLE' ON BRIDGE
- LED LIGHTING IS IMPORTANT

## BRIDGE CUSTOMIZATION\*

- UNIQUELY WILSONVILLE!
- A GATEWAY
- SEATING A PLUS!
- NEED 'WILSONVILLE' ON BRIDGE
- LED LIGHTING IS IMPORTANT
- CUSTOMIZED SENSE
- COLOR OF BRIDGE CABLES
- ALL BRIDGES WILL BE ADA ACCESSIBLE (2.5% GRADE)
- NEED FOR DEDICATED BIKEPATH
- CONTROL BIKE SPEEDS
- CONSIDER OPTIONS FOR COVERED SHELTER...
- WALKING & BIKING CONNECTIONS ON BOONER FERRY?
- CONNECTIONS W/ EXISTING BIKE/PEDESTRIAN FACILITIES
- NEED TO CONSIDER MAINT. IMPACTS W/ PREFERRED DESIGN
- NOISE MITIGATION?
- DENSIFY PLANTINGS
- KEEP SIGHTLINES
- BUILD UP GRADE
- GATHERING AREAS AWAY FROM I-5
- BRIDGE DESIGN SHOULD BE DESIGNED TO PROTECT AGAINST VANDALISM

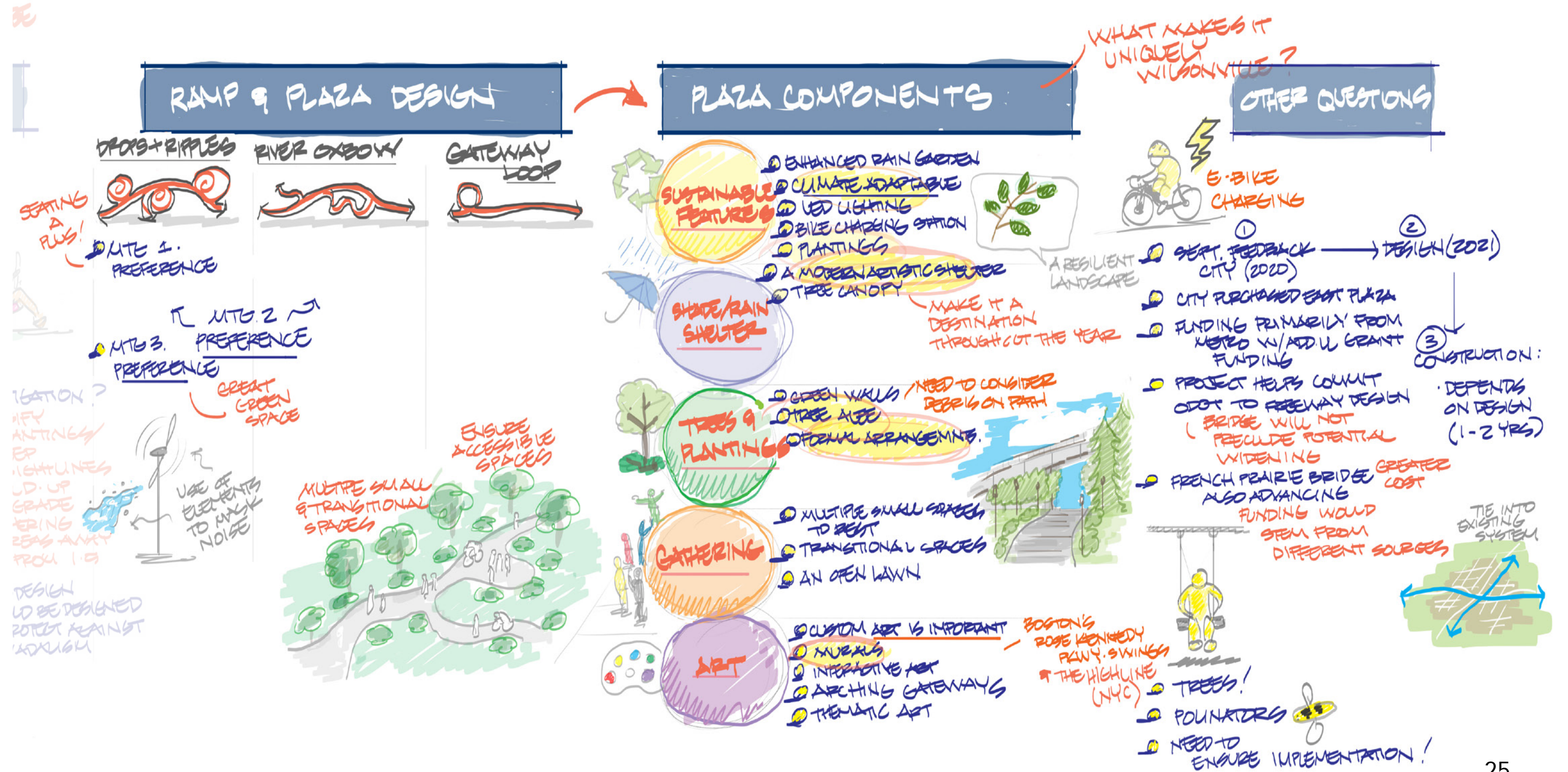


(NOT AS ATTRACTIVE IN DAYTIME?)



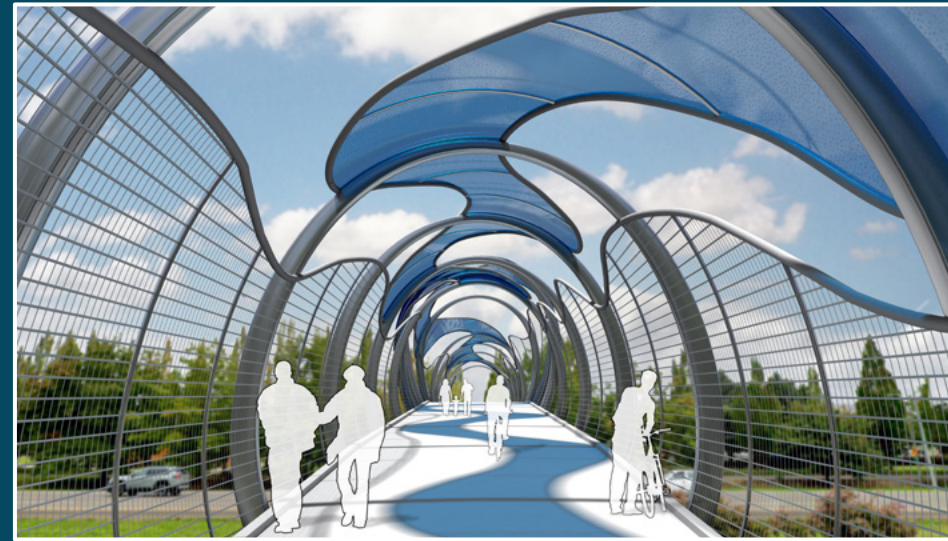
# VIRTUAL OPEN HOUSE Q&A

# Wall Graphic (2/2)



# WILSONVILLE TOWN CENTER

## I-5 PEDESTRIAN BRIDGE + PLAZA

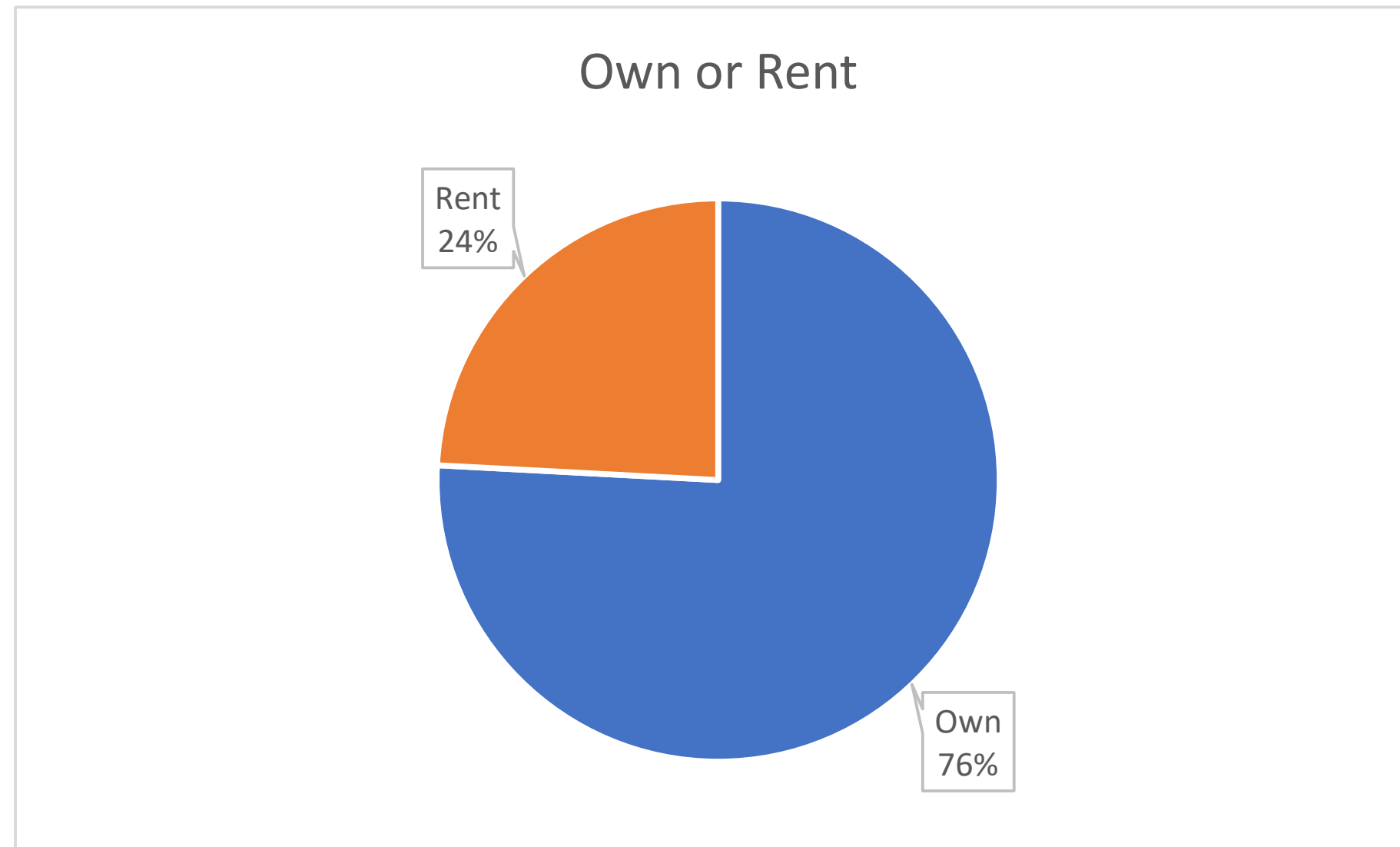


WILSONVILLE TOWN CENTER  
I-5 PEDESTRIAN BRIDGE



# DEMOGRAPHICS

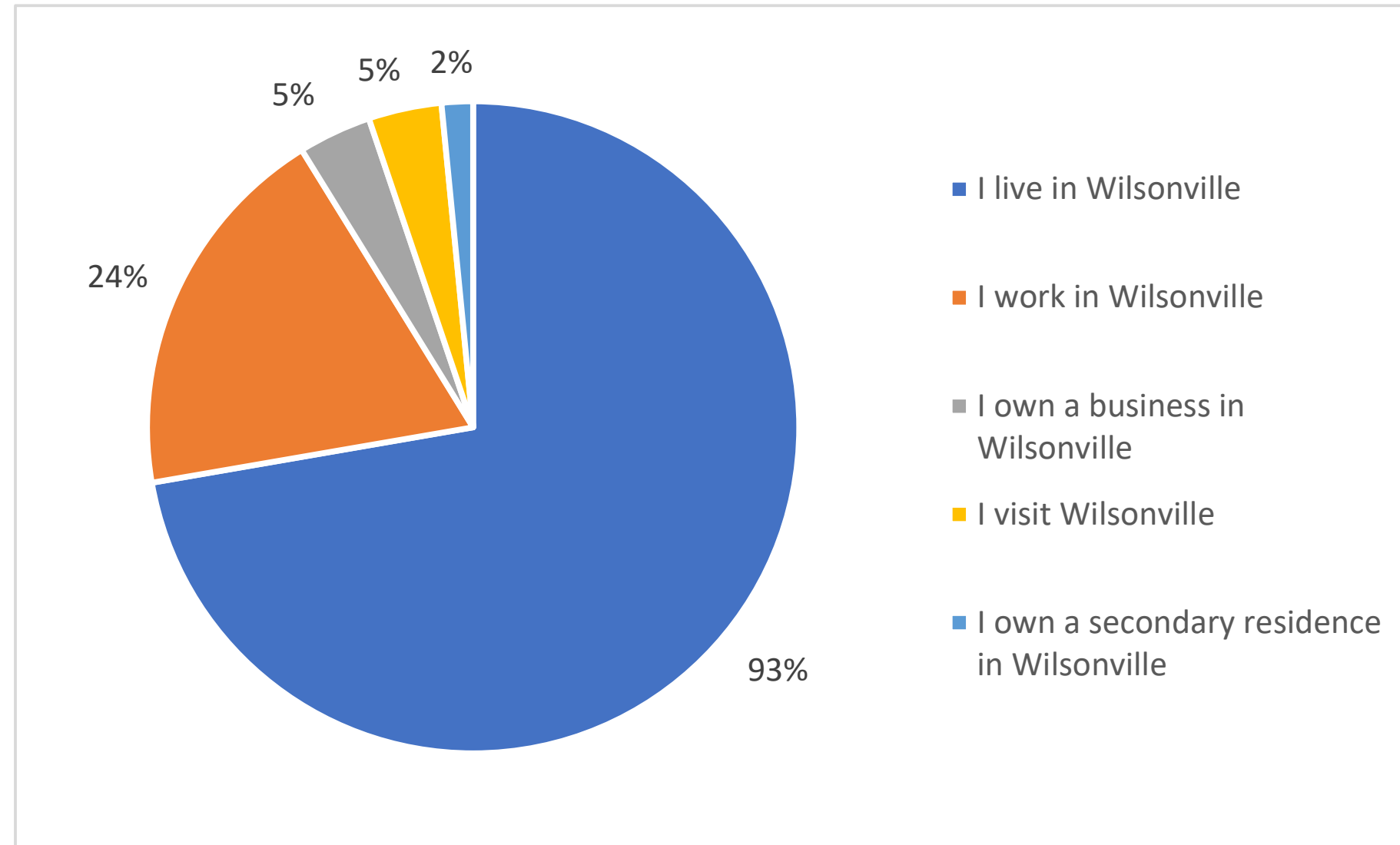
Do you own or rent at your primary residence?





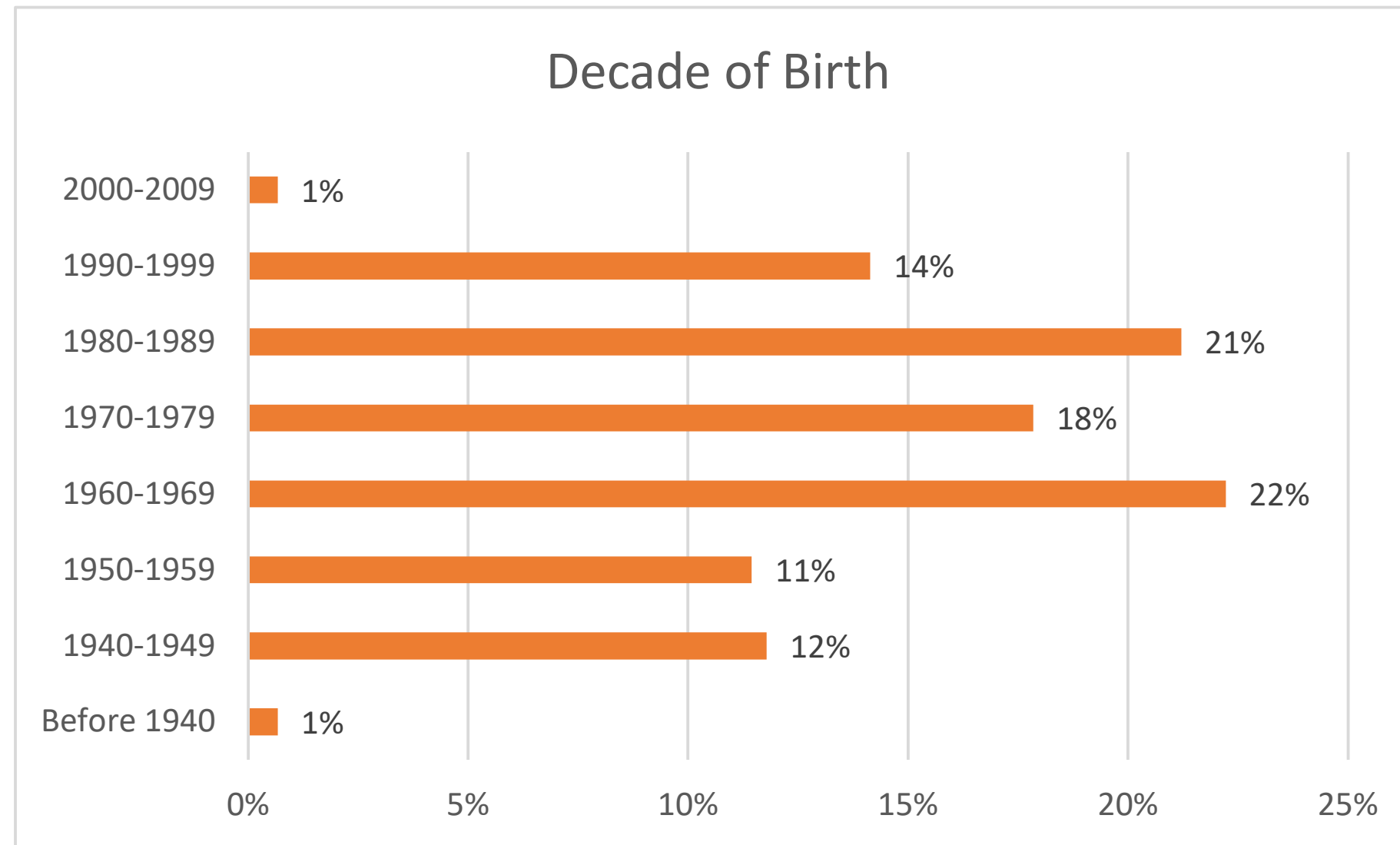
# DEMOGRAPHICS

What is your connection to Wilsonville? (Choose all that apply)



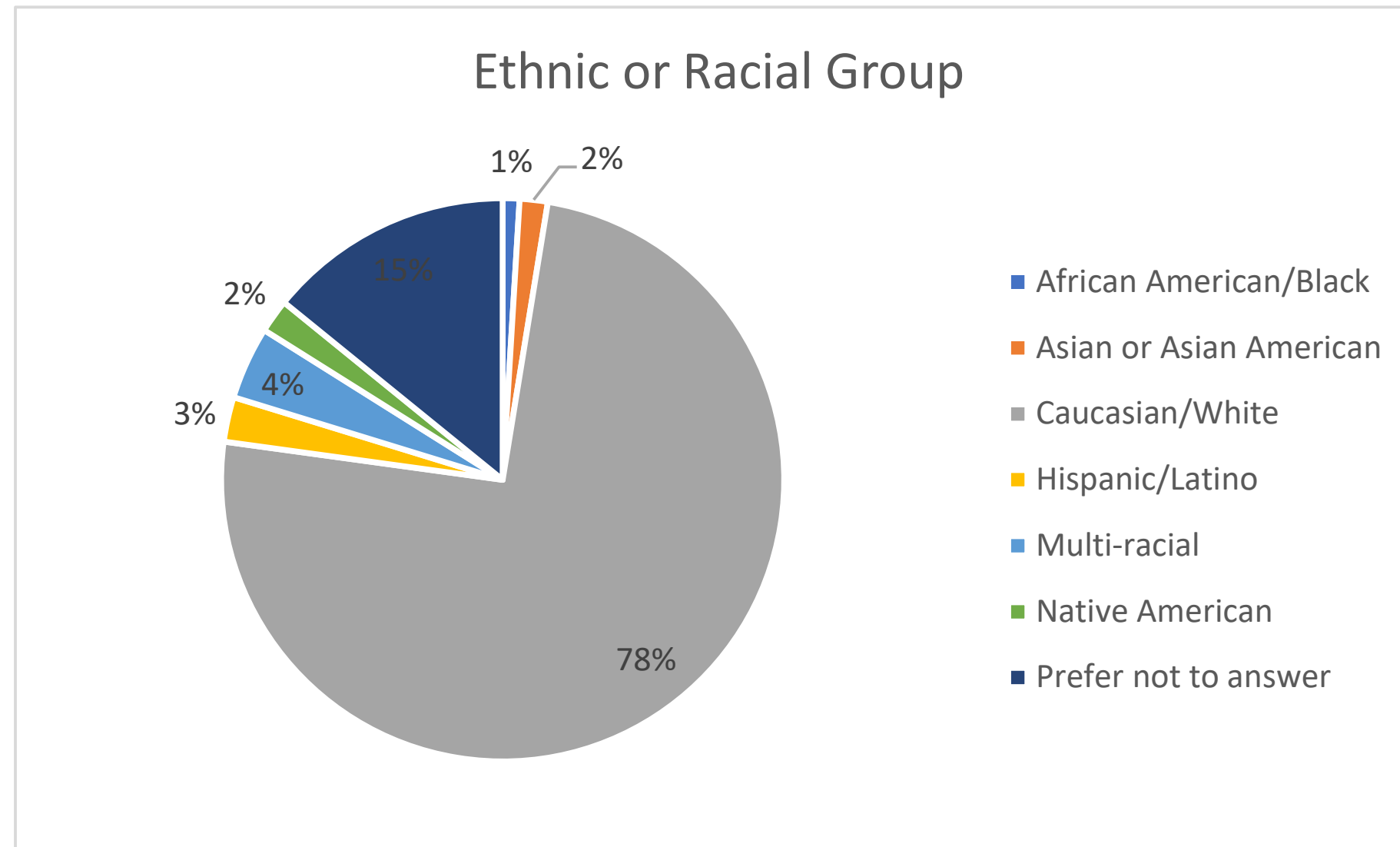
# DEMOGRAPHICS

In what decade were you born?



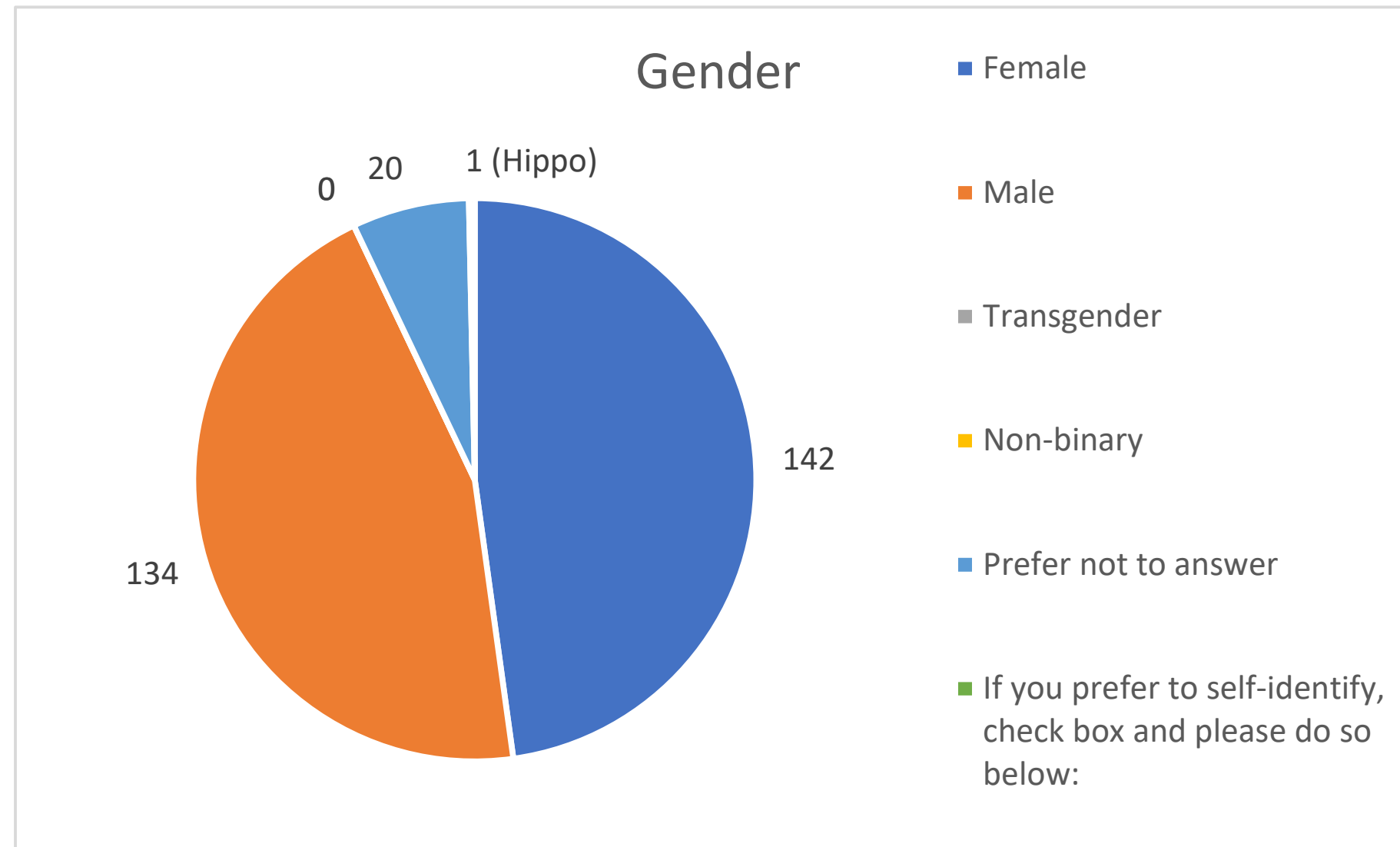
# DEMOGRAPHICS

Which ethnic or racial group do you identify yourself? (Choose all that apply)



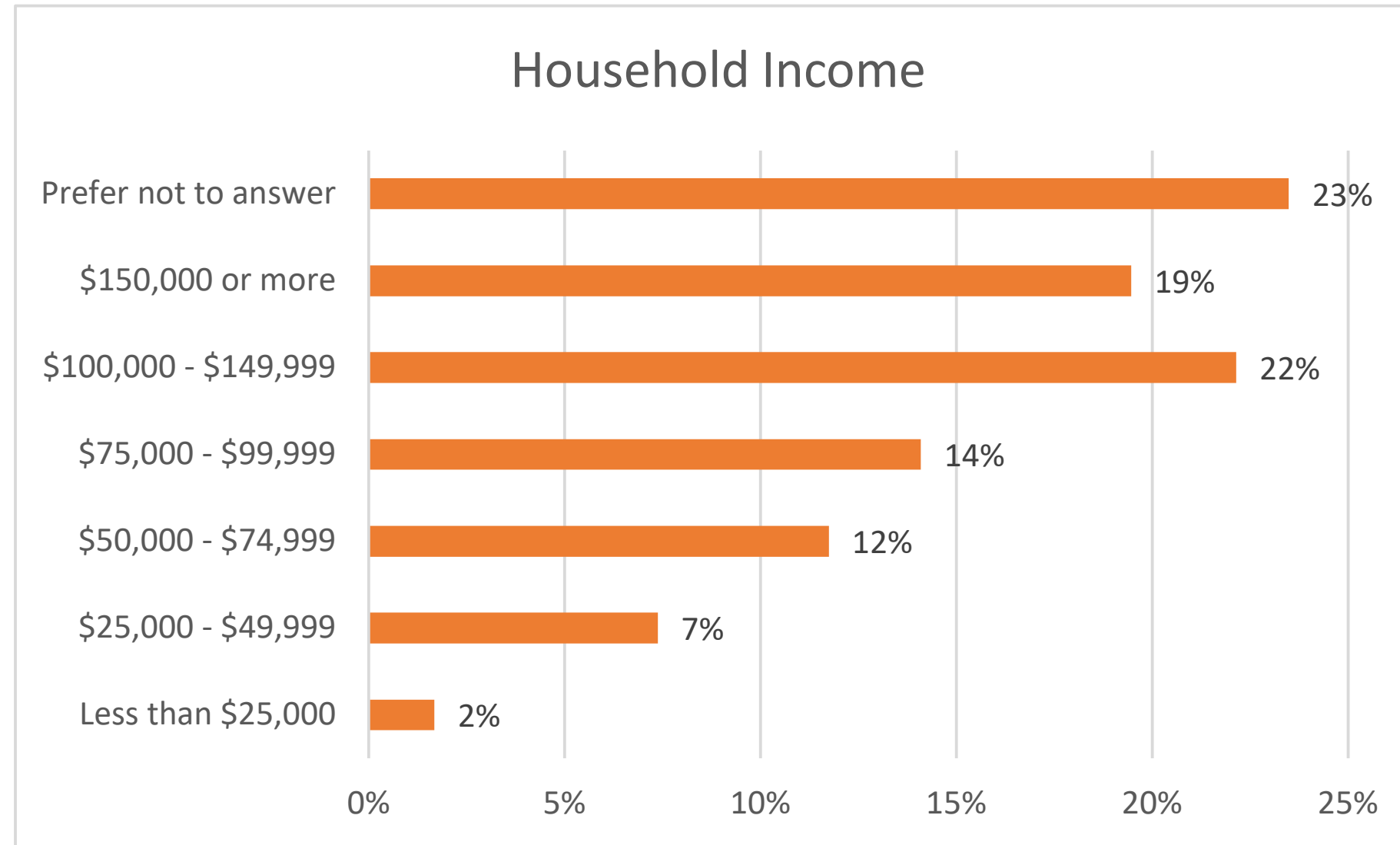
# DEMOGRAPHICS

Please indicate your gender. (Choose all that apply)



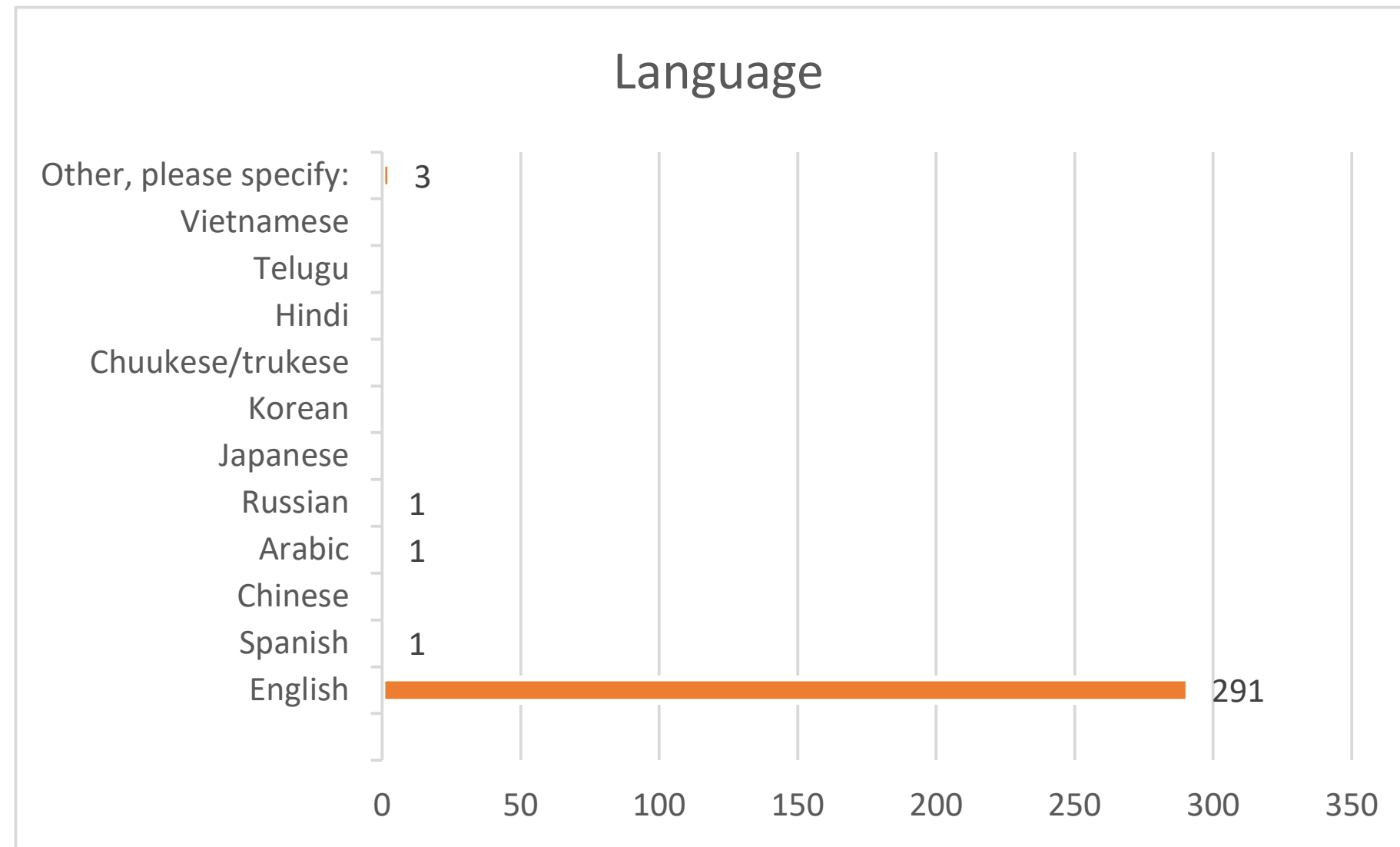
# DEMOGRAPHICS

What is your household income?



# DEMOGRAPHICS

What is the primary language spoken in your home?



**RESOLUTION NO. 2853**

**A RESOLUTION OF THE CITY OF WILSONVILLE TO SELECT THE PREFERRED BRIDGE ALTERNATIVE FOR THE I-5 PEDESTRIAN BRIDGE PROJECT (CIP #4202).**

WHEREAS, the adopted 2013 City of Wilsonville Transportation System Plan (TSP) updated in 2016 and 2019, identifies a regionally significant gap in the bicycle and pedestrian network across Interstate 5 (I-5), connecting the west and east sides of Wilsonville; and

WHEREAS, the TSP identifies a critical need to link bicycle and pedestrian routes in Wilsonville, connecting the Villebois neighborhood and the Wilsonville Transit Center to the Wilsonville Town Center and adjacent residential, commercial, and employment areas; and

WHEREAS, the TSP identifies a need to provide a safe bicycle and pedestrian crossing of I-5 separated from vehicle traffic; and

WHEREAS, the TSP lists the Town Center Loop Bike/Pedestrian Bridge (aka I-5 Pedestrian Bridge), Project BW-09 to serve as a standalone, pedestrian and bicycle bridge crossing of I-5; and

WHEREAS, the City has planned and budgeted for Capital Improvement Project (CIP) #4202, known as the I-5 Pedestrian Bridge project (the Project); and

WHEREAS, the Project was awarded federal funds through Metro's Regional Flexible Funds Allocation (RFFA) program for the Project in the amount of \$1.55 million; and

WHEREAS, the Wilsonville City Council authorized the Mayor to enter into an Intergovernmental Agreement (Resolution No. 2696) with METRO for a Federal fund exchange associated with the Project; and

WHEREAS, the City agreed to complete preliminary engineering of the Project by March 2021 as part of the Federal fund exchange; and

WHEREAS, the Wilsonville City Council authorized the City Manager to execute a Professional Services Agreement Contract (Resolution No. 2773) with OBEC Consulting Services (aka DOWL) for Phase 1 – Preliminary Engineering Services for the Project; and

WHEREAS, the Project includes analysis of bridge design alternatives, preliminary engineering, environmental due diligence, and property acquisition work necessary to ready the project for construction; and

WHEREAS, the Project solicited public input on three bridge design alternatives, cable stay, tied arch, and modern artistic, through an online survey and virtual public open houses; and

WHEREAS, the Wilsonville Planning Commission identified the tied arch bridge design alternative as best reflective of the identified Project themes and priorities; and

WHEREAS, of the three bridge design alternatives, the *insert bridge type* is identified as *insert reasons for selection*.

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

Section 1. The I-5 Pedestrian Bridge: Barber Street to Wilsonville Town Center Bridge Concept Memo summarizes the analysis of the three bridge designs under consideration for the I-5 Pedestrian Bridge.

Section 2. The preferred I-5 Pedestrian Bridge is identified as the *insert bridge type*.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 5th day of October 2020, and filed with the Wilsonville City Recorder this date.

---

TIM KNAPP, MAYOR

ATTEST:

---

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

**RESOLUTION NO. 2853**

N:\City Recorder\Workspace - Council Items\12. Res. No. 2853\c. ResolutionNo. 2853.docx

**Page 2 of 3**



**EXHIBITS:**

- A. I-5 Pedestrian Bridge: Barber Street to Wilsonville Town Center Bridge Concept Memo, dated August 2020



# I-5 PEDESTRIAN BRIDGE: BARBER STREET TO WILSONVILLE TOWN CENTER

Bridge Concepts Memo | City of Wilsonville Project #4202

## Prepared for:

Zach Weigel, PE  
City of Wilsonville  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

## Prepared by:

DOWL  
Bob Goodrich, PE  
4275 Commercial St. SE, Suite 100  
Salem, OR 97302

August 2020

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## 1. PROJECT BACKGROUND

The City of Wilsonville (City) first identified the Interstate 5 (I-5) Pedestrian Bridge crossing when Wilsonville's original Town Center Plan was created in 1973. The City's 2006 Bicycle and Pedestrian Master Plan, and the 2013 and 2016 Transportation System Plans confirmed the need for a safe I-5 crossing and identified the bridge project as a high priority. In 2019, the City adopted the Wilsonville Town Center Plan (Plan) with strong community support. This Plan identified the bridge and a gateway plaza as a key framework project for spurring redevelopment of Town Center.

The City is undertaking this project to develop the preliminary and final design for the I-5 Pedestrian Bridge and a gateway plaza on the east approach. In February, the project held its first open house, and in March, the Wilsonville Planning Commission and City Council concurred with the public feedback regarding the bridge type alternatives:

- Evaluate three bridge types: cable-stayed, arch, and modern artistic
- Consider four bridge forms: structural, open, semi-enclosed, and architectural
- Consider four bridge amenities: separated modes of travel, unique lighting, natural features, and sustainable features

Additionally, the Planning Commission and City Council advised the design team that the preferred bridge type must be iconic, evoke the spirit of Wilsonville, and serve as a regional landmark in the heart of Wilsonville.

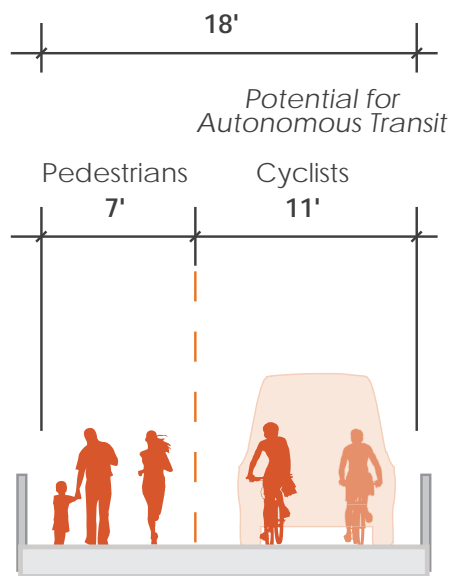
Reference images provided to the public for the bridge types, forms, and amenities are included as Appendix 1.

This memo focuses on the concept evaluation of the three bridge types. The evaluation process considered constructability and traffic impacts, ODOT approval, future accommodations, and cost.

## 2.0 DESIGN STANDARDS

The proposed bridge is intended to serve multiple functions. It will provide a safe crossing of I-5 for pedestrians and bicyclists and will allow future use by autonomous transit vehicles (AVs). Any bridge type must meet functionality requirements and effectively address site constraints.

Through the initial public engagement, separated modes of travel was identified by the public as one of the top features to incorporate into the project. Based on this feedback the design team identified an 18 foot wide clear path. This width will provide one foot of shy, two 5-foot bicycle lanes, and seven feet for pedestrians (see Figure 1).



**Figure 1**  
Section view

In coordination with South Metro Area Regional Transit (SMART), and research of pilot AV projects in other states, the 18-foot-wide clear path was determined to be sufficient to accommodate AVs. In the future, AVs would share the bicycle lane. As an AV uses the bridge, bicycles would merge with pedestrians. A full width separated AV lane requires a much wider bridge path and was determined to not be cost-effective. In addition, to maintain the usable path width for future users, the bridge supports cannot restrict the path width. Providing the additional width would have increased project costs and right-of-way (ROW) needs, while reducing the usable plaza.

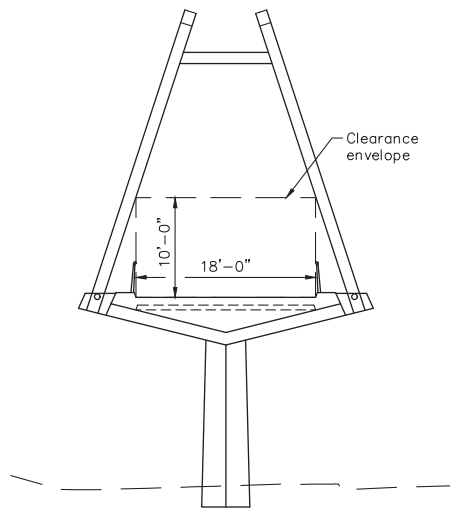
Minimum vertical clearances, based on City, ODOT and AASHTO standards, are:

- 10 feet on the path (see Figure 2)
- 18 feet over I-5, including potential future additional lanes (see Figure 3)
- 16 feet over Boones Ferry Road and West Town Center Loop (see Figure 3)



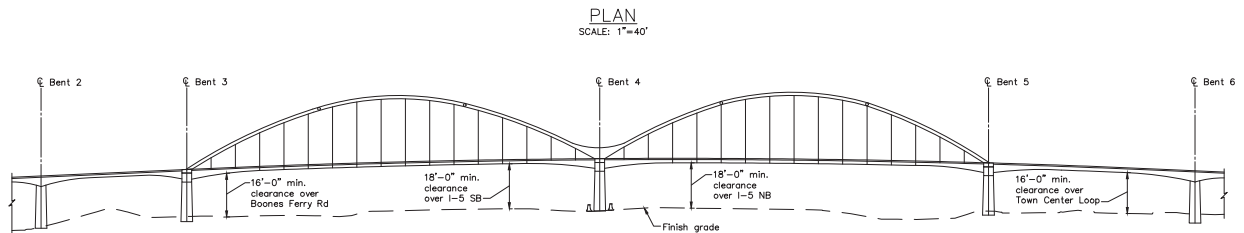
← **Figure 2**

10-foot Minimum Vertical Clearance Required over Pedestrian Path



↓ **Figure 3**

18-foot Minimum Vertical Clearance Required over I-5 and 16-foot Minimum Vertical Clearance over City Streets



## 2.1 Bridge

The bridge will be designed in accordance with the following:

- 2017 American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications, 8th edition
- 2009 AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges, 2nd edition
- 2011 AASHTO Guide Specifications for LRFD Seismic Bridge Design, 2nd edition

The design live loading is 90 pounds per square foot of pedestrian loading or a medium-duty maintenance or inspection (boom lift) vehicle. The seismic design criteria is for the bridge to remain serviceable following a Cascadia Subduction Zone seismic event and to avoid collapse during the 1,000-year return period earthquake.

## 2.2 Pedestrian Path

The pedestrian path will need to comply with the Americans with Disabilities Act (ADA). The constructed maximum slope along the path cannot exceed 5% and the constructed maximum cross slope cannot exceed 2%, as outlined in the AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, 1st edition. To provide a construction tolerance of 0.5%, the maximum design longitudinal slope will be 4.5% and the maximum design cross slope will be 1.5%.

The minimum radius of curvature used on the path needs to accommodate both bicycle use and the design vehicle. A standard design speed of 18 miles per hour for cyclists using a 20-degree lean angle results in a radius of 60 feet, per the AASHTO Guide for the Development of Bike Facilities, 4th edition. The design speed and radius may be reduced to 14 miles per hour and 36 feet, respectively, as the path approaches the eastern plaza area. These radii will accommodate the H10 vehicle and AVs, which have minimal off-tracking.

## 3.0 BRIDGE CONCEPT ALTERNATIVE DESCRIPTIONS

Several span arrangements were investigated, but to achieve two roughly symmetrical, balanced main spans, the team selected a 170-foot span over I-5 southbound and Boones Ferry Road, and a 160-foot span over I-5 northbound for each alternative. The three bridge alternatives are all unique in form but have commonalities. All three bridge alternatives will have a concrete wearing surface and protective screening over I-5. Protective screening over City streets is not required by law but is recommended for safety.

All three bridge types will include at least two of the four bridge amenities identified by public feedback: unique lighting and separated modes of travel. The bridge lighting will be determined after a preferred alternative is selected. The modes of travel will be delineated using striping on the bridge deck.

The other two bridge amenities, natural features and sustainable features, along with the approach bridge spans, retaining walls, and ramps, will be evaluated after selecting a bridge alternative as part of the 30% Design.

Unique aspects for the three alternatives are described in the sections below.

### 3.1 Cable-Stayed

Cable-stayed bridges rely on rods or cables (stays) to support the deck system from tall pylons or towers. Cable-stayed structures can support long spans and have a shallow deck section.

The cable-stayed alternative consists of a center pylon located in the I-5 median with the main deck spans extending over I-5 northbound and southbound, and Boones Ferry Road. The guiding principles for the project determined during the initial public engagement, called for an iconic bridge design that evokes Wilsonville. In response to this guidance, the design team proposed a unique stay arrangement rather than a typical fan arrangement. A parabolic-shaped pylon configuration is proposed to accommodate the geometrics of the unique stay arrangement.

The pylon could be constructed of steel or precast concrete. The pylon extends approximately 84 feet above the deck with a total height of approximately 105 feet.

The deck will consist of a series of shallow precast concrete panels spanning between the hangers. These panels will be placed over a series of days. Once all of the precast panels are in place, a topping slab is cast on top of the panel and then the entire system is longitudinally post-tensioned together to minimize the possibility of cracks in the wearing surface.

This alternative is being evaluated as it is a distinctive signature-type structure, is capable of achieving the necessary span lengths, and can be designed with a very shallow deck system over I-5. The shallow deck minimizes the height the path needs to climb to pass over the freeway, and consequently, the length of the path, reducing required ROW and increasing usable area on the east approach for a gateway plaza.





## Bridge Concepts Memo



**Figure 4**  
*Isometric View of the  
Cable-Stayed Alternative*

Cable-stayed options with two pylons were considered but not carried forward as they would have approximately doubled the cost for foundations and pylons



**Figure 5**  
*View from the Path of the  
Cable-Stayed Alternative*

The cable-stayed alternative offers a structural form as users travel between the stay cables and parabolic pylon.

Different stay colors are used in the renderings for visibility. This is also a feature that could be a different color based on public input. Full-sized renderings of this bridge type and plan, elevation, and section drawings are included in Appendix 2.

### 3.2 Tied-Arch

Arches span significant distances by transferring the vertical deck loads into axial compression (thrust) in the arch ribs. These structures can be extremely varied. For example, they can be formed out of concrete or steel; they can apply the thrust into the foundations or be tied together on itself like a bowstring; and the ribs can be fully below the deck, fully above the deck, or some combination thereof.

The tied-arch alternative presented here consists of two main spans with the arch ribs fully above the deck. The arch configuration will be a “basket handle” arrangement where the arch on either side is inclined inward such that the ribs will be connected at the top of the arch.

The tied-arch will have a similar precast concrete post-tensioned deck panel as previously discussed for the cable-stayed alternative.

Similar to the cable-stayed alternative, the tied-arch alternative is being evaluated as it is a distinctive signature-type structure capable of achieving the necessary span lengths and can be designed with a very shallow deck system over the freeway and Boones Ferry Road. The shallow deck system minimizes the height the path needs to climb to pass over the freeway, and consequently, the length of the path, reducing required ROW and increasing usable area on the east approach for a gateway plaza.



**Figure 6**  
*Isometric View of the  
 Tied-Arch Alternative*

The design team considered a one-span tied-arch that crossed Boones Ferry Road and both directions of I-5. This alternative was not presented for several reasons: constructability would be considerably more difficult; it would require shoring over I-5 for a long period of time; and construction costs would be notably higher. Also, the rise of the arch above the deck would feel disproportionately large for the site.

Other arch configurations were considered, such as a single arch rib spanning outward away from the deck, a single arch rib spanning diagonally across the deck, and two arches each leaning outward away from the deck. Constructability and cost were the primary reasons why these options were not carried forward.



**Figure 7**  
*View from the Path of the  
Tied-Arch Alternative*

The tied-arch alternative offers a structural form as users travel between the arches.

Different tie colors are used in the renderings for visibility. This is also a feature that could be a different color based on public input. Full-sized renderings of this bridge type and plan, elevation, and section drawings are included in Appendix 3.

### 3.3 Modern Artistic

The modern artistic bridge concept will incorporate artistic and architectural features into the design to provide both the path users and vehicles approaching the bridge a unique experience. The main support structure of the bridge will be a traditional steel I-girder design with a concrete deck. The artistic and architectural features will be incorporated into the bridge railing and into an overhead canopy structure supported by the bridge.

The canopy structure will resemble a meandering river, reminding users of the nearby Willamette River, and will include lighting to highlight various parts of the artistic feature. The bridge railing structure will feature an open-air design to complement the artistic canopy. The bridge supports will feature spires or pylons to support the canopy and railing structure and balance the look of the artistic canopy. The artistic canopy could extend onto the approach spans.

The proposed design of the steel plate girders includes three girders and a concrete deck. To facilitate easier construction and minimize traffic impacts, the deck will consist of stay-in-place precast concrete deck form panels spanning the full width of the structure. Once all precast panels are in place, a concrete top slab will be cast on top of the panels.

The horizontal alignment will include a short curved section in the bridge near the west approach, which can be accommodated by varying the deck alignment on top of the girders. The bridge will be supported by concrete foundations at the same locations as for the cable-stayed and tied-arch alternatives.



**Figure 8**  
*Isometric View of  
 the Modern Artistic  
 Alternative*

The profile for this alternative will be higher since the steel girders are deeper than the cable-stayed or tied-arch decks. This will result in longer approaches to meet ADA grade requirements.



**Figure 9**

*View from the Path of the Modern Artistic Alternative*

The modern artistic alternative offers a combination of the semi-enclosed and architectural bridge form by use of the meandering river canopy structure overhead and protective screening.

Full-sized renderings of this bridge type and plan, elevation, and section drawings are included in Appendix 4.

### 3.4 Evoking Wilsonville

All three bridge alternatives have been developed to evoke the spirit of Wilsonville. Wilsonville is a community defined by connections. The Boones Ferry was the original way travelers crossed the Willamette River into the City. When I-5 became the new connection across the river it unintentionally bisected the City. This new I-5 Pedestrian Bridge will create a safe, vital connection for the community across I-5.

This bridge will become a new connection affirming and enhancing Wilsonville to its community and travelers throughout the Willamette Valley.

Once a bridge type is selected, other opportunities exist to speak to the heritage, history and future of Wilsonville such as custom designed bridge rail and screening, patterning and shaping the columns, and pylons at the bridge supports to symbolize the Boones Ferry, tying the past of Wilsonville to the future. See Appendix 5 for more information on how each bridge evokes Wilsonville.

## 4.0 CONSTRUCTABILITY AND TRAFFIC IMPACTS

Constructability is one major factor because of the need to work over I-5 and the related traffic impacts. Developing a constructable solution that is acceptable to the Oregon Department of Transportation's (ODOT) Mobility Advisory Committee (MAC) will be a key element for a successful project. Constructability concerns for Boones Ferry Road and West Town Center Loop are anticipated to be similar to that of I-5.

The foundations for all three bridge types are assumed to be drilled shafts. Drilled shafts are more easily constructed in constrained settings, such as along I-5, but they are more expensive than driven piling. Given the proximity to traffic, shallow gravel layers, and seismic loads, drilled shafts are preferred. Drilled shafts are a common construction technique and don't differentiate the alternatives.

### 4.1 Cable-Stayed

The cable-stayed bridge construction has two major elements to consider related to this factor: construction of the pylon and placement of the precast concrete deck panels.

The main pylon will be constructed in the median of I-5. Access for constructing the foundations is adequate in the existing median. It is anticipated that the pylon would be constructed of concrete members or bolted and/or welded steel members. Lifting and placing the pieces would require a large crane in the median. It is likely that nighttime lane closures would be required on I-5 for safety of the traveling public and construction access.

The placement of the precast concrete deck panels would start at the pylon and move outward. As one deck panel is placed on one side, the similar panel on the opposite side of the pylon would be placed to balance the pylon loading. This sequence would require nighttime lane closures in both directions of I-5. A significant temporary support structure would be required around the pylon in the median to stabilize the pylon and cantilevered deck panels during placement. The portion of roadway under the deck panel being placed would need to be closed until the connections are complete.

The cable-stayed bridge alternative has the most complex construction sequencing of the three bridge alternatives. This alternative is likely to have the most lane closures but does not require any full closures of I-5.

### 4.2 Tied-Arch

The tied-arch bridge construction has two major elements to consider related to this factor: construction of the arches and placement of the deck panels.



The arch ribs for each span would be constructed on the shoulder or median of I-5. The arches would be lifted and placed on the foundations, likely requiring two cranes. Temporary supports for stability in this stage would be required. Deck panels would be placed after the tied-arches are placed.

The lifting and placement of the tied-arches would require a full closure of I-5 in each direction, anticipated to be one night for each span. This closure would likely be from a few hours to up to a full night. It is likely that nighttime lane closures would be required on I-5 for deck panel placement and construction access.

The tied-arch would have similar deck panels to the cable-stayed alternative, but the deck panels could be placed sequentially in each arch span. This makes construction less complex than the cable-stayed bridge.

The tied-arch alternative is considered less complex construction than the cable-stayed bridge alternative, but the full closure of I-5 is considered a more severe traffic impact than the additional lane closures required for the cable-stayed alternative.

### **4.3 Modern Artistic**

The modern artistic bridge construction has two major elements to consider related to this factor: placement of the steel girders and placement of the deck panels.

The modern artistic bridge is a conventional steel girder bridge that is constructed frequently on and over state highways. The steel girders would be lifted and set in place using a limited-duration closure of up to a few hours. To minimize construction impacts, the design would connect the girders together on the shoulder of the freeway and set them as a group.

The deck would use thin, precast concrete members to serve as deck forms and facilitate quick construction over I-5 by eliminating the need to construct custom deck forms over the freeway, reducing traffic impacts. Lane closures over I-5 would be required while placing the deck panels, similar to the other two alternatives. The construction and placement of these panels is anticipated to be quicker than the other alternatives.

The modern artistic alternative uses the least complex construction techniques but would result in similar traffic impacts to the tied-arch alternative.

## **5.0 ODOT APPROVAL**

The pedestrian bridge over I-5 will be owned and maintained by the City of Wilsonville; however, due to its placement over an ODOT facility, coordination with ODOT is required for the project to be approved and constructed. All work within ODOT ROW requires a road permit; additionally, plans and permit applications, including State Historic

Preservation Office (SHPO), environmental permits, and an ODOT ROW permit, will require ODOT review.

As discussed in Section 2.0, ODOT stipulates that 18'-0" of vertical clearance would be required over I-5. The design team prepared profiles of the three alternatives and presented the controlling profile to the MAC on May 14, 2020. The MAC gave a Record of Support for the project and the new vertical clearance constraint over I-5. The design team will return to the MAC as traffic control plans and construction techniques are developed for the preferred alternative.

Another coordination item the team vetted with ODOT was constructing a pier in the median. The pier will be in the clear zone, which will require concrete barriers.

ODOT will be involved as the project progresses, and they will have review opportunities at milestone submissions. It is anticipated that ODOT will be highly focused on the traffic impacts to I-5.

All three bridge alternatives have been developed to accomplish the City's goals while also meeting ODOT standards to be approved for a ROW permit.

The cable-stayed alternative may be the easiest to gain approval due to the traffic impacts being limited to lane closures only, while the other two alternatives require directional full closures on I-5.

While there is precedent for constructing tied-arches and steel girder bridges over highways in Oregon, these two alternatives will likely be more difficult to gain approval due to the required directional full closures of I-5.

Regardless of the alternative selected, the design will be focused on active communication with ODOT through the design process to gain their approval and reduce traffic impacts on I-5 to the greatest extent possible.

## 6.0 FUTURE ACCOMMODATIONS

Future developments were considered while developing the bridge alternatives. The first consideration was the feasibility for AVs on the bridge in collaboration with SMART. As previously discussed in Section 2.0, the bridge width for all alternatives was widened from 14 feet to 18 feet to separate modes of travel. This proposed width of 18 feet is sufficient to accommodate an AV.

Also as discussed previously, all three bridge profiles accommodate the future widening of I-5 on either side of the existing lanes in both directions of travel and provide a minimum of 18 feet of vertical clearance over the existing and future lanes.

The Town Center Plan also reconfigures West Town Center Loop near the east landing and gateway plaza. All three alternatives accommodate the future West Town Center Loop alignment.



## 7.0 COST SUMMARY

The cost estimates include items related to the main span of the bridge only and do not include all needed construction items, such as mobilization, traffic control, approach bridge spans and retaining walls, at-grade path, ROW acquisition, and Wilsonville Town Center plaza construction. The cost estimates are intended to be comparative in nature for the purpose of selecting a main span structure type.

The cost estimates' unit prices are based on previous pedestrian bridge projects completed by DOWL, historical unit cost data summarized by ODOT for bridge projects and increased for inflation and unique challenges for this site. The cost of the main spans over I-5 were estimated using assumed component sizes and weights based on previous bridge designs and preliminary analyses. The quantities used in the cost estimates are based on preliminary design assumptions. Unit costs and quantities will be refined following selection of a bridge concept.

All cost estimates include a contingency range for each bid item of +10% to +30% or +40% to account for uncertainty in this early stage of the project. The planning-level construction cost estimates for the three proposed bridge types are provided in Appendix 6.

The tied-arch bridge alternative is the most expensive of the three bridge types. The modern artistic alternative is the least expensive. Relative cost comparison is shown below in Table 1.

<b>Cable-Stayed Bridge</b>	<b>Tied-Arch Bridge</b>	<b>Modern Artistic Bridge</b>
+20% to +25%	+60% to +65%	0% to +10%

**Table 1**  
*Relative Cost Comparison*

# APPENDIX 1

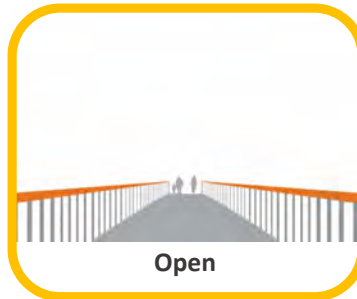
Stock Images

# BRIDGE AND PLAZA ELEMENTS

## Bridge Form



Solid Walled



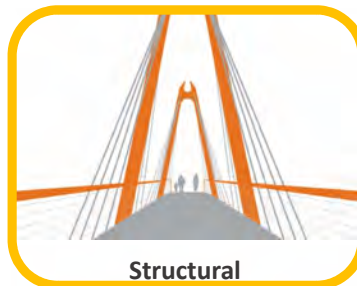
Open



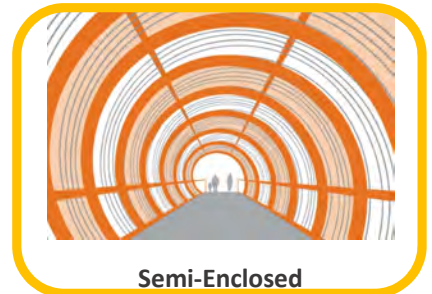
Architectural



Semi-Protected



Structural



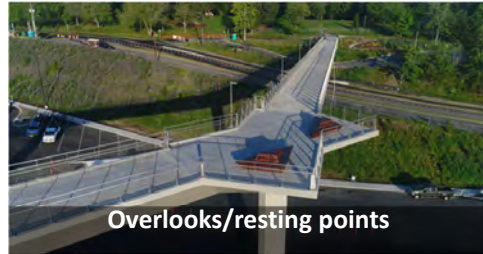
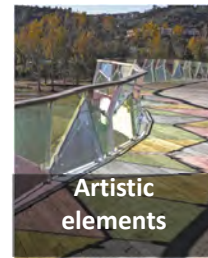
Semi-Enclosed



Other

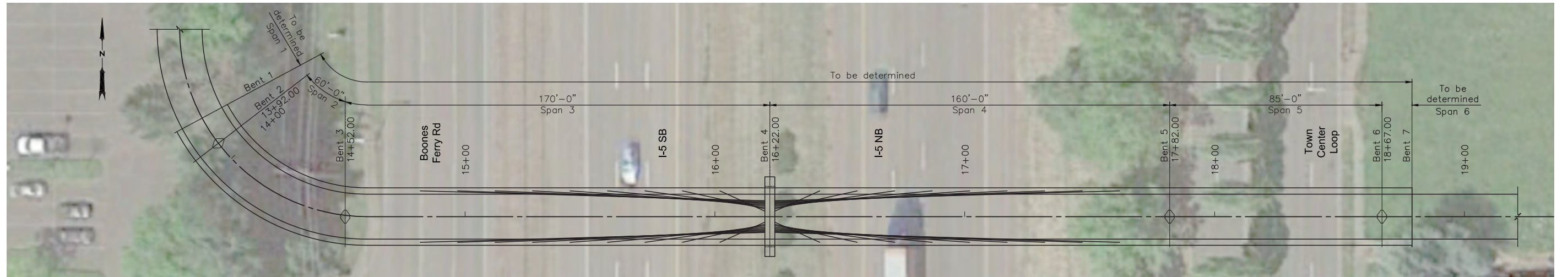
# BRIDGE AND PLAZA ELEMENTS

## Bridge Amenities

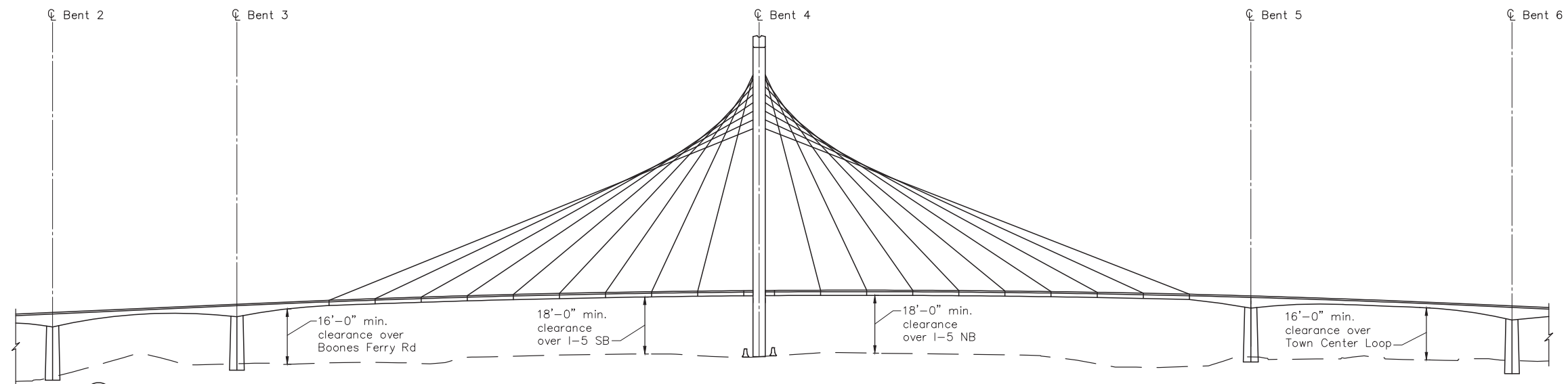


# APPENDIX 2

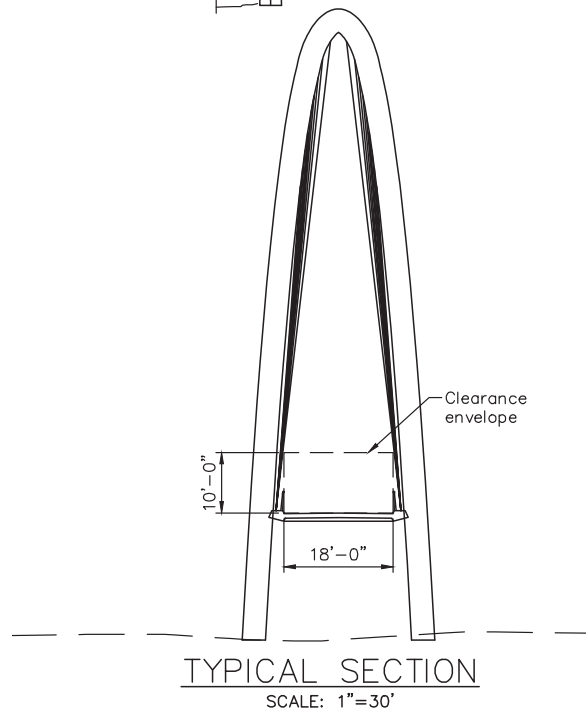
## Cable-Stayed



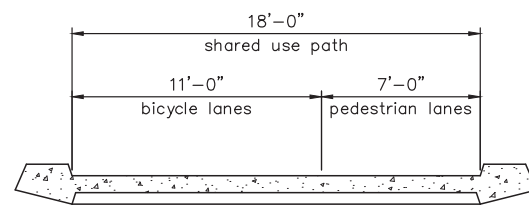
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**ELEVATION**  
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**DECK SECTION**  
SCALE: 1/8"=1'-0"



**SCALE WARNING**  
If scale bar doesn't measure one inch then drawing is not to scale

STRUCTURE NO.	---
BDS DWG NO.	---
CALC. BOOK	---
HWY:	
M.P.:	
COUNTY	Clackamas
DATE	July 2020

REGISTERED PROFESSIONAL ENGINEER  
 E N G I N E E R I N G  
 8-388  
 STATE OF OREGON  
 20, 1993  
 EDWARD BONN  
**CONCEPT PLANS**  
**NOT FOR CONSTRUCTION**  
 EXPIRES: 12/31/



**I-5 PEDESTRIAN BRIDGE: BARBER STREET TO WILSONVILLE TOWN CENTER**  
CLACKAMAS COUNTY

Designer: Eric Bonn, PE      Reviewer: Jared Trowbridge, PE  
 Drafter: Yuka Garzenelli      Checker: Kenton Alldritt, PE

CABLE-STAY ALTERNATIVE

SHEET NO. FIG. 1





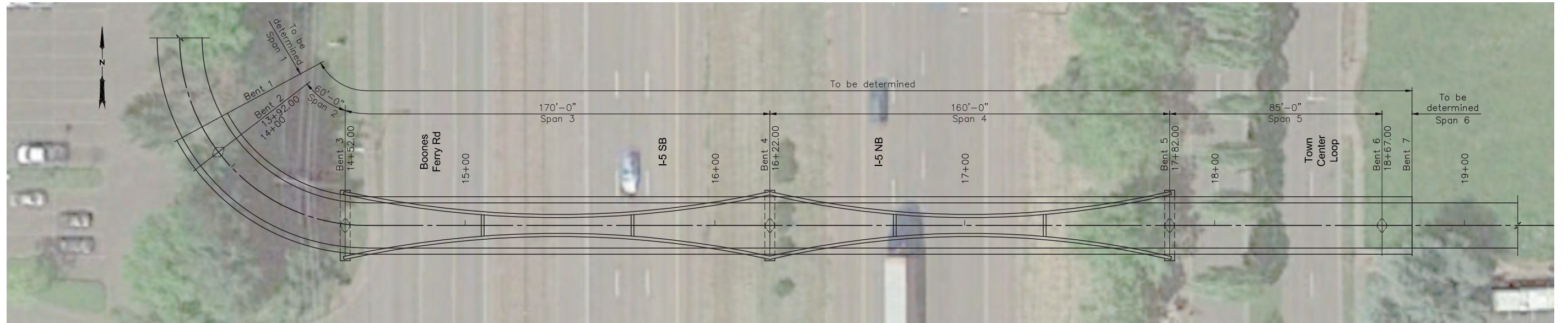




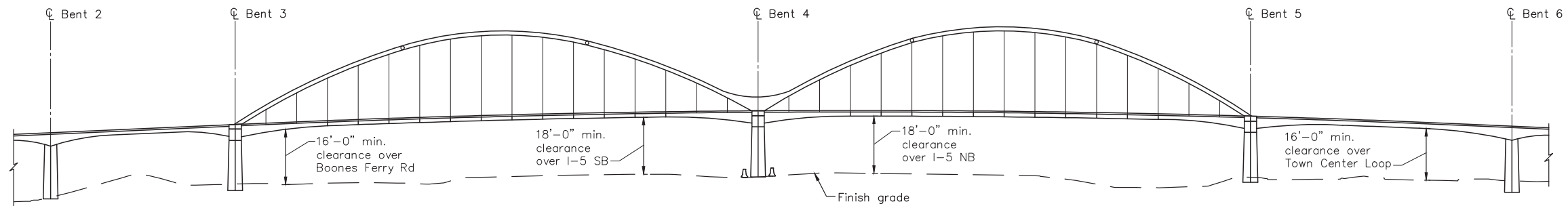


# APPENDIX 3

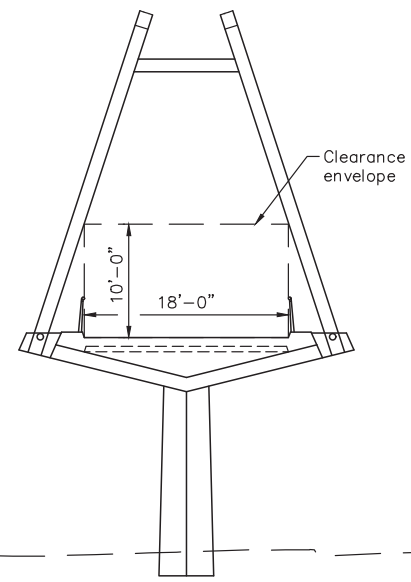
Tied Arch



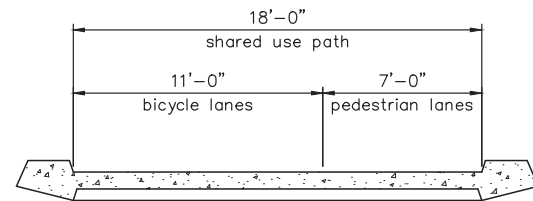
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ELEVATION  
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TYPICAL SECTION  
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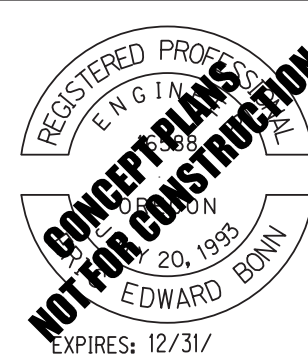


DECK SECTION  
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**SCALE WARNING**  
If scale bar doesn't measure one inch then drawing is not to scale

STRUCTURE NO.	---
BDS DWG NO.	---
CALC. BOOK	---
HWY:	
M.P.:	
COUNTY	Clackamas
DATE	July 2020



**I-5 PEDESTRIAN BRIDGE: BARBER STREET TO WILSONVILLE TOWN CENTER**  
CLACKAMAS COUNTY

Designer: Eric Bonn, PE Reviewer: Jared Trowbridge, PE  
Drafter: Yuka Garzenelli Checker: Kenton Alldritt, PE

ARCH ALTERNATIVE

SHEET NO.  
FIG. 2





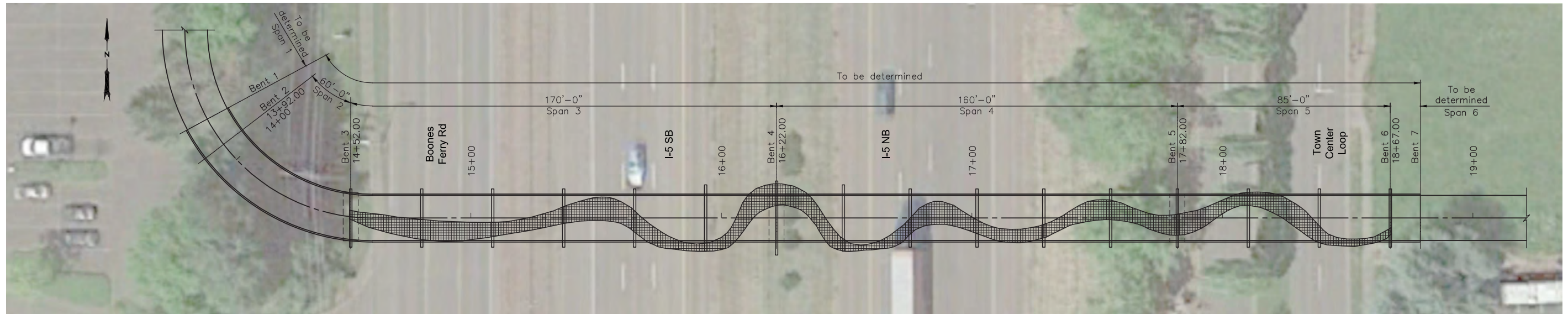




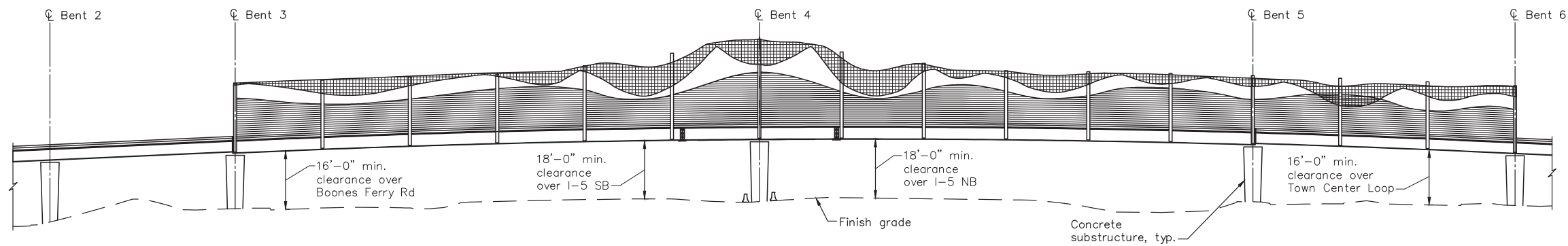


# APPENDIX 4

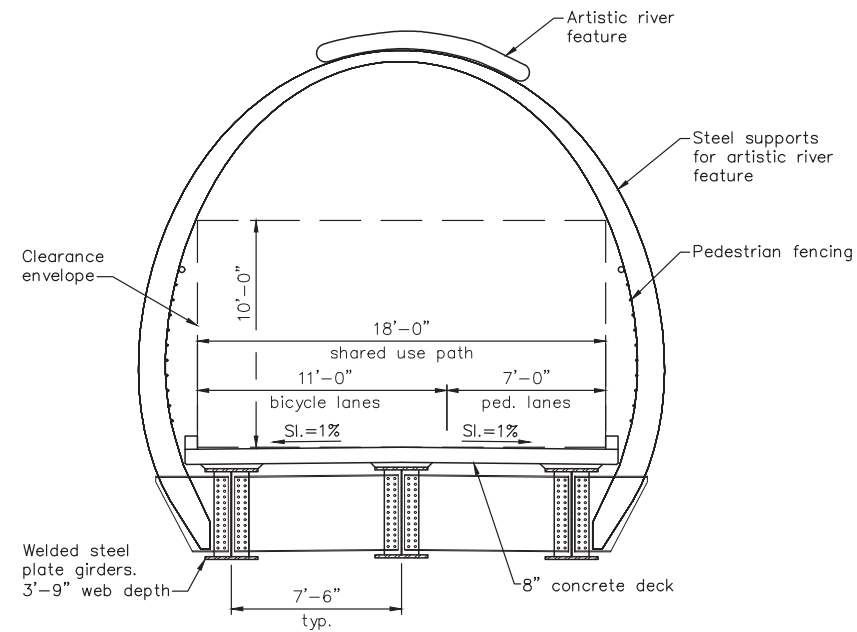
Modern Artistic



PLAN  
SCALE: 1"=40'



ELEVATION  
SCALE: 1"=40'

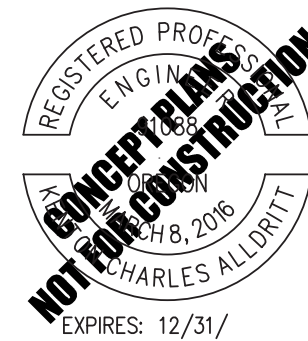


TYPICAL SECTION  
SCALE: 1/8"=1'-0"



**SCALE WARNING**  
If scale bar doesn't measure one inch then drawing is not to scale

STRUCTURE NO.	---
BDS DWG NO.	---
CALC. BOOK	---
HWY:	---
M.P.:	---
COUNTY	Clackamas
DATE	July 2020



**I-5 PEDESTRIAN BRIDGE: BARBER STREET TO WILSONVILLE TOWN CENTER**  
CLACKAMAS COUNTY

Designer: Kenton Alldritt, PE  
Reviewer: Jared Trowbridge, PE  
Drafter: Yuka Garzenelli  
Checker: Eric Bonn, PE

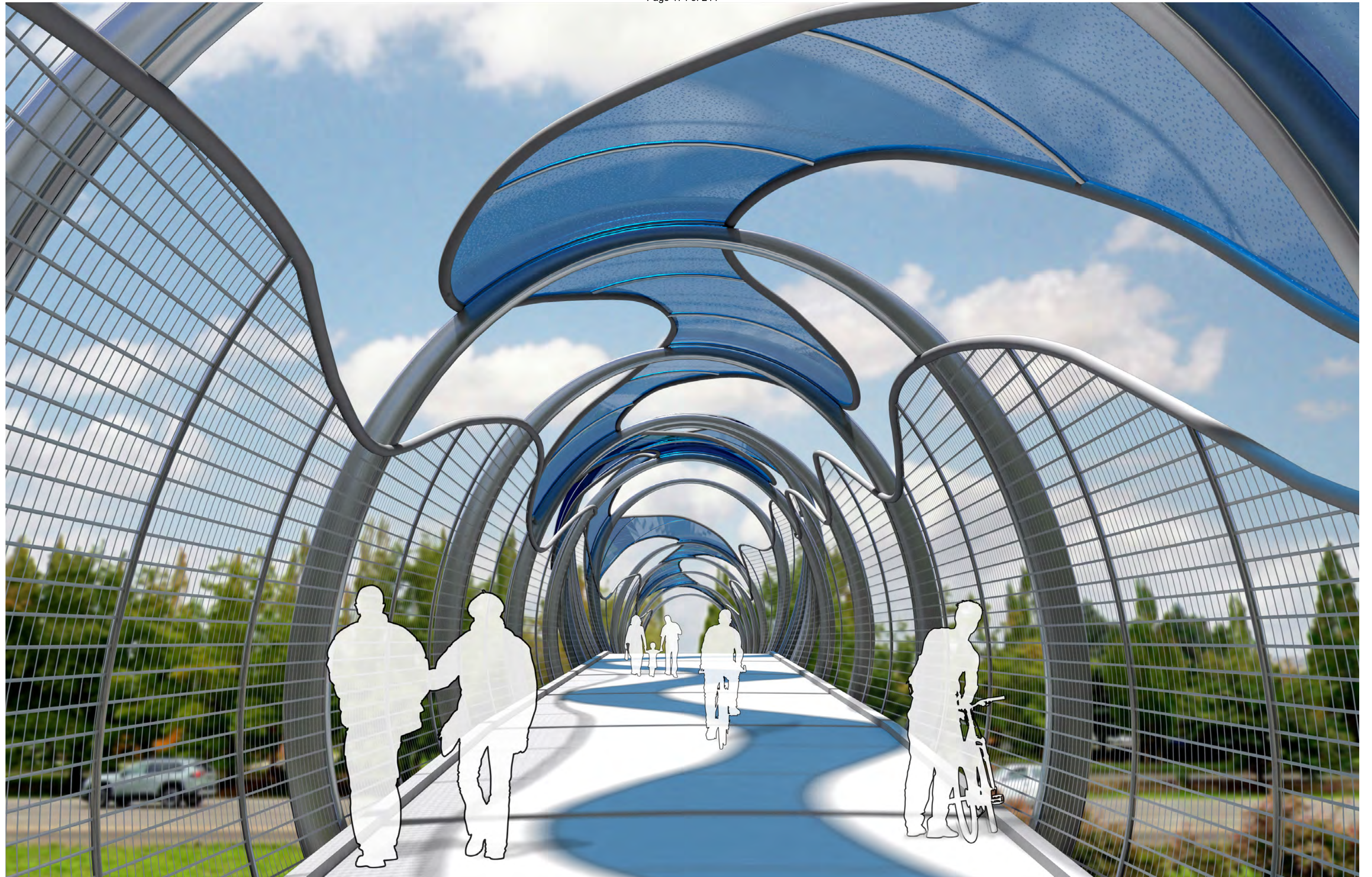
MODERN ARTISTIC ALTERNATIVE

SHEET NO.  
FIG. 3









# APPENDIX 5

Evoking Wilsonville

## EVOKING WILSONVILLE

Wilsonville is a community defined by connections. The Boones Ferry was the original way travelers crossed the Willamette River into the City. When I-5 became the new connection across the river it unintentionally bisected the City. This new I-5 Pedestrian Bridge will create a safe, vital connection for the community across I-5.

This bridge will become a new connection affirming and enhancing Wilsonville to its community and travelers throughout the Willamette Valley.

Other opportunities exist to speak to the heritage, history and future of Wilsonville such as custom designed bridge rail and screening, patterning and shaping the columns, and pylons at the bridge supports to symbolize the Boones Ferry, tying the past of Wilsonville to the future.



### **Cable-Stayed Bridge**

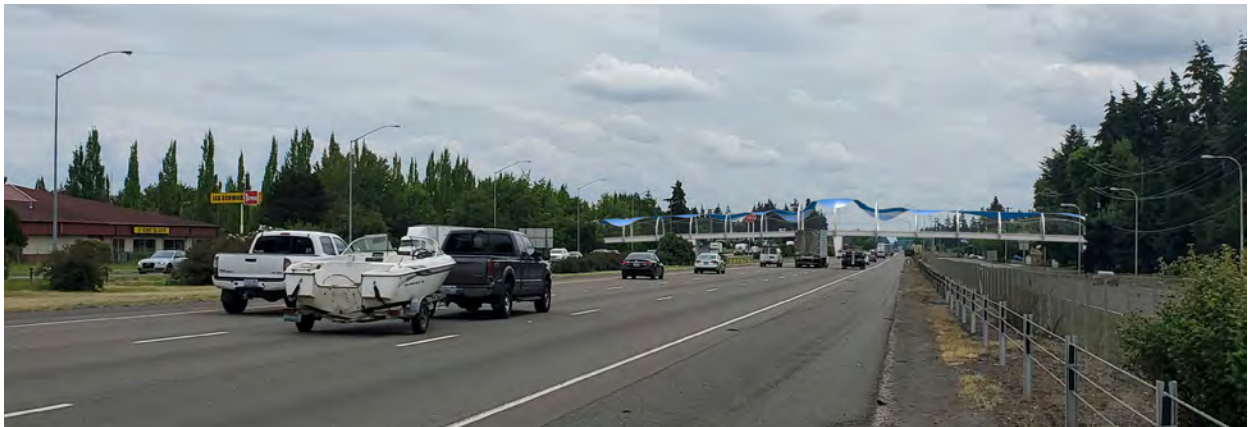
In response to the public feedback in late 2019, this bridge presents a structurally impressive, modern design with distinctive elements. For example, the stay cable arrangement is unique to Wilsonville and all of Oregon. The cables could be reminiscent of the old cable system used by the Boones Ferry. The structural nature will draw bicyclists and pedestrians to the bridge, and spur Town Center redevelopment.





### **Tied Arch Bridge**

In response to the public feedback in late 2019, this bridge has a form that is clean, and elegant yet still structurally impressive. While Oregon has similar single span tied arch bridges, the two-span configuration, and detailing of the arches and columns would include unique shapes and colors to reflect Wilsonville. The structural nature will draw bicyclists and pedestrians to the bridge, and spur Town Center redevelopment.



### **Modern Artistic Bridge**

In response to the public feedback in late 2019, this bridge is explicitly artistic using a traditional steel girder bridge type as the canvas. The artistic ribbon pays homage to the history of Wilsonville: the Willamette River as a connection or the wind blowing through the Willamette Valley. Unlike the other two bridge types, it will not be the structural feel that draws users to this bridge, but the artistic features. With a simpler structure, more opportunities exist to enhance the bridge rail, columns and other elements.

# APPENDIX 6

## Cost Estimates



## Cable-Stayed Alternative



I5 Wilsonville Pedestrian Bridge  
Bridge  
Clackamas County

Engineer's Cost Estimate (Concept)  
Date 7/31/2020  
Cable-Stay Alternative\*

Spec. No.	Item No.	Item	Bid Unit	Est. Unit	Quantity	Unit Price	Contingency		Total Price	
							(low)	(high)	(low)	(high)
<b>CABLE-STAY BRIDGE</b>										
00512	10	Furnish Drilling Equipment	Lump Sum	Lump Sum	1	\$ 75,000.00	10%	30%	\$ 82,500.00	\$ 97,500.00
00512	20	Drilled Shaft Concrete	Lump Sum	Cu Yd	330	\$ 600.00	10%	30%	\$ 217,800.00	\$ 257,400.00
00512	30	Drilled Shaft Reinforcement	Lump Sum	Lbs	100,000	\$ 1.50	10%	30%	\$ 165,000.00	\$ 195,000.00
00512	40	CSL Test Access Tubes		Foot	1,600	\$ 15.00	10%	30%	\$ 26,400.00	\$ 31,200.00
00512	50	CSL Tests		Each	4	\$ 1,200.00	10%	30%	\$ 5,280.00	\$ 6,240.00
00512	60	Drilled Shaft Excavation, 72 inch Diameter		Foot	100	\$ 800.00	10%	30%	\$ 88,000.00	\$ 104,000.00
00512	70	Drilled Shaft Excavation, 96 inch Diameter		Foot	120	\$ 1,200.00	10%	30%	\$ 158,400.00	\$ 187,200.00
00530	80	Reinforcement, Grade 60	Lump Sum	Lbs	181,000	\$ 1.60	10%	30%	\$ 318,560.00	\$ 376,480.00
00540	90	Deck Concrete, Class HPC4500	Lump Sum	Cu Yd	101	\$ 1,000.00	10%	30%	\$ 111,100.00	\$ 131,300.00
00540	100	General Structural Concrete, Class 4000	Lump Sum	Cu Yd	25	\$ 1,000.00	10%	30%	\$ 27,500.00	\$ 32,500.00
00540	110	General Structural Concrete, Class 5000	Lump Sum	Cu Yd	285	\$ 1,500.00	10%	30%	\$ 470,250.00	\$ 555,750.00
00541	120	Temporary Pylon Support	Lump Sum	Lump Sum	1	\$ 200,000.00	10%	40%	\$ 220,000.00	\$ 280,000.00
00550	130	Precast Concrete Deck Panels		Sq Ft	6,210	\$ 85.00	10%	40%	\$ 580,635.00	\$ 738,990.00
00555	140	Deck Post-Tensioning	Lump Sum	Lbs	17,000	\$ 2.50	10%	40%	\$ 46,750.00	\$ 59,500.00
00560	150	Suspender Cables	Lump Sum	Lbs	37,000	\$ 13.50	10%	40%	\$ 549,450.00	\$ 699,300.00
00581	160	Bridge Drains		Each	4	\$ 10,000.00	10%	30%	\$ 44,000.00	\$ 52,000.00
00583	170	1.5 Inch Electrical Conduit		Foot	1,500	\$ 10.00	10%	30%	\$ 16,500.00	\$ 19,500.00
00585	180	Type "C" Preformed Compression Joint Seals	Lump Sum	Foot	40	\$ 200.00	10%	30%	\$ 8,800.00	\$ 10,400.00
00587	190	Ornamental Protective Fencing and Handrail	Lump Sum	Foot	660	\$ 400.00	10%	40%	\$ 290,400.00	\$ 369,600.00
00970	200	Pylon & Bridge Lighting	Lump Sum	Lump Sum	1	\$ 100,000.00	10%	40%	\$ 110,000.00	\$ 140,000.00

Total of Biddable Items, PE, and CE (2020 Dollars) **\$ 3,537,300.00** **\$ 4,343,860.00**

\* Note: Cost estimate is for bridge type comparison purposes. Estimate includes costs for the main bridge span and does not include costs for all needed construction items for the I-5 Pedestrian Bridge and Gateway Plaza project. Items not included in estimate include: mobilization, traffic control, approach bridge spans, retaining walls, at-grade path, right-of-way acquisition and east Gateway Plaza construction. A full construction cost estimate will be provided with the 30% Design Submittal.





Tied Arch Alternative



I5 Wilsonville Pedestrian Bridge  
Bridge  
Clackamas County

Engineer's Cost Estimate (Concept)  
Date 7/31/2020  
Tied Arch Alternative\*

Spec. No.	Item No.	Item	Bid Unit	Est. Unit	Quantity	Unit Price	Contingency		Total Price	
							(low)	(high)	(low)	(high)
<b>TIED ARCH BRIDGE</b>										
00512	10	Furnish Drilling Equipment	Lump Sum	Lump Sum	1	\$ 75,000.00	10%	30%	\$ 82,500.00	\$ 97,500.00
00512	20	Drilled Shaft Concrete	Lump Sum	Cu Yd	220	\$ 600.00	10%	30%	\$ 145,200.00	\$ 171,600.00
00512	30	Drilled Shaft Reinforcement, Grade 60	Lump Sum	Lbs	65,000	\$ 1.50	10%	30%	\$ 107,250.00	\$ 126,750.00
00512	40	CSL Test Access Tubes	Foot	Foot	1,080	\$ 15.00	10%	30%	\$ 17,820.00	\$ 21,060.00
00512	50	CSL Tests	Each	Each	3	\$ 1,100.00	10%	30%	\$ 3,630.00	\$ 4,290.00
00512	60	Drilled Shaft Excavation, 72 inch Diameter	Foot	Foot	100	\$ 800.00	10%	30%	\$ 88,000.00	\$ 104,000.00
00512	70	Drilled Shaft Excavation, 96 inch Diameter	Foot	Foot	60	\$ 1,200.00	10%	30%	\$ 79,200.00	\$ 93,600.00
00530	70	Reinforcement, Grade 60	Lump Sum	Lbs	120,000	\$ 1.60	10%	30%	\$ 211,200.00	\$ 249,600.00
00540	80	Deck Concrete, Class HPC4500	Lump Sum	Cu Yd	102	\$ 1,000.00	10%	30%	\$ 112,200.00	\$ 132,600.00
00540	90	General Structural Concrete, Class 4000	Lump Sum	Cu Yd	32	\$ 1,000.00	10%	30%	\$ 35,200.00	\$ 41,600.00
00540	100	General Structural Concrete, Class 5000	Lump Sum	Cu Yd	160	\$ 1,500.00	10%	30%	\$ 264,000.00	\$ 312,000.00
00541	110	Temporary Arch Support	Lump Sum	Lump Sum	1	\$ 50,000.00	10%	30%	\$ 55,000.00	\$ 65,000.00
00550	120	Precast Concrete Deck Panels	Lump Sum	Sq Ft	5,800	\$ 85.00	10%	30%	\$ 542,300.00	\$ 640,900.00
00555	130	Arch Post-tensioning	Lump Sum	Lbs	3,500	\$ 9.00	10%	30%	\$ 34,650.00	\$ 40,950.00
00555	140	Deck Post-tensioning	Lump Sum	Lbs	11,000	\$ 9.00	10%	30%	\$ 108,900.00	\$ 128,700.00
00560	150	Structural Steel Arches	Lump Sum	Lbs	152,000	\$ 10.00	10%	30%	\$ 1,672,000.00	\$ 1,976,000.00
00560	160	Suspender Cables	Lump Sum	Lbs	25,000	\$ 13.50	10%	30%	\$ 371,250.00	\$ 438,750.00
00560	170	Steel Floorbeams	Lump Sum	Lbs	110,000	\$ 5.00	10%	30%	\$ 605,000.00	\$ 715,000.00
00581	170	Bridge Drains	Each	Each	4	\$ 10,000.00	10%	30%	\$ 44,000.00	\$ 52,000.00
00583	180	1.5 Inch Electrical Conduit	Foot	Foot	1,500	\$ 10.00	10%	30%	\$ 16,500.00	\$ 19,500.00
00585	190	Type "C" Preformed Compression Joint Seals	Lump Sum	Foot	40	\$ 200.00	10%	30%	\$ 8,800.00	\$ 10,400.00
00587	200	Ornamental Protective Fencing and Handrail	Lump Sum	Foot	660	\$ 400.00	10%	30%	\$ 290,400.00	\$ 343,200.00
00970	210	Bridge Lighting	Lump Sum	Lump Sum	1	\$ 100,000.00	10%	40%	\$ 110,000.00	\$ 140,000.00

Total of Biddable Items, PE, and CE (2020 Dollars) **\$ 5,005,000.00 \$ 5,925,000.00**

\* Note: Cost estimate is for bridge type comparison purposes. Estimate includes costs for the main bridge span and does not include costs for all needed construction items for the I-5 Pedestrian Bridge and Gateway Plaza project. Items not included in estimate include: mobilization, traffic control, approach bridge spans, retaining walls, at-grade path, right-of-way acquisition and east Gateway Plaza construction. A full construction cost estimate will be provided with the 30% Design Submittal.





Modern Artistic Alternative



I5 Wilsonville Pedestrian Bridge  
Bridge  
Clackamas County

Engineer's Cost Estimate (Concept)  
Date 7/31/2020  
Modern Artistic Alternative\*

Spec. No.	Item No.	Item	Bid Unit	Est. Unit	Quantity	Unit Price	Contingency		Total Price	
							(low)	(high)	(low)	(high)
<b>MODERN ARTISTIC BRIDGE</b>										
00512	10	Furnish Drilling Equipment	Lump Sum	Lump Sum	1	\$ 75,000.00	10%	30%	\$ 82,500.00	\$ 97,500.00
00512	20	Drilled Shaft Concrete	Lump Sum	Cu Yd	200	\$ 600.00	10%	30%	\$ 132,000.00	\$ 156,000.00
00512	30	Drilled Shaft Reinforcement, Grade 60	Lump Sum	Lbs	50,000	\$ 1.50	10%	30%	\$ 82,500.00	\$ 97,500.00
00512	40	CSL Test Access Tubes		Foot	1,080	\$ 15.00	10%	30%	\$ 17,820.00	\$ 21,060.00
00512	50	CSL Tests		Each	3	\$ 1,200.00	10%	30%	\$ 3,960.00	\$ 4,680.00
00512	60	Drilled Shaft Excavation, 72 inch Diameter		Foot	180	\$ 800.00	10%	30%	\$ 158,400.00	\$ 187,200.00
00530	70	Reinforcement, Grade 60	Lump Sum	Lbs	81,000	\$ 1.60	10%	30%	\$ 142,560.00	\$ 168,480.00
00540	80	Deck Concrete, Class HPC4500	Lump Sum	Cu Yd	105	\$ 1,000.00	10%	30%	\$ 115,500.00	\$ 136,500.00
00540	90	General Structural Concrete, Class 4000	Lump Sum	Cu Yd	65	\$ 1,200.00	10%	30%	\$ 85,800.00	\$ 101,400.00
00550	100	Precast Deck Panels	Lump Sum	Sq Ft	6,350	\$ 80.00	10%	30%	\$ 558,800.00	\$ 660,400.00
00560	110	Steel Plate Girder	Lump Sum	Lbs	475,000	\$ 1.75	10%	30%	\$ 914,375.00	\$ 1,080,625.00
00581	120	Bridge Drains		Each	4	\$ 10,000.00	10%	30%	\$ 44,000.00	\$ 52,000.00
00582	130	Bearing Devices		Each	9	\$ 6,000.00	10%	30%	\$ 59,400.00	\$ 70,200.00
00583	140	1.5 Inch Electrical Conduit		Foot	1,500	\$ 10.00	10%	30%	\$ 16,500.00	\$ 19,500.00
00585	150	Type "C" Preformed Compression Joint Seals	Lump Sum	Foot	40	\$ 200.00	10%	30%	\$ 8,800.00	\$ 10,400.00
00587	160	Ornamental Protective Fencing and Handrail	Lump Sum	Foot	660	\$ 400.00	10%	40%	\$ 290,400.00	\$ 369,600.00
	170	Artistic Feature with Bridge Lighting	Lump Sum	Lump Sum	1	\$ 250,000.00	10%	40%	\$ 275,000.00	\$ 350,000.00

Total of Biddable Items (2020 Dollars) **\$ 2,988,300.00 \$ 3,583,000.00**

\* Note: Cost estimate is for bridge type comparison purposes. Estimate includes costs for the main bridge span and does not include costs for all needed construction items for the I-5 Pedestrian Bridge and Gateway Plaza project. Items not included in estimate include: mobilization, traffic control, approach bridge spans, retaining walls, at-grade path, right-of-way acquisition and east Gateway Plaza construction. A full construction cost estimate will be provided with the 30% Design Submittal.



# WILSONVILLE TOWN CENTER

## I-5 PEDESTRIAN BRIDGE + PLAZA



City Council  
October 5, 2020



WILSONVILLE TOWN CENTER  
I-5 PEDESTRIAN BRIDGE



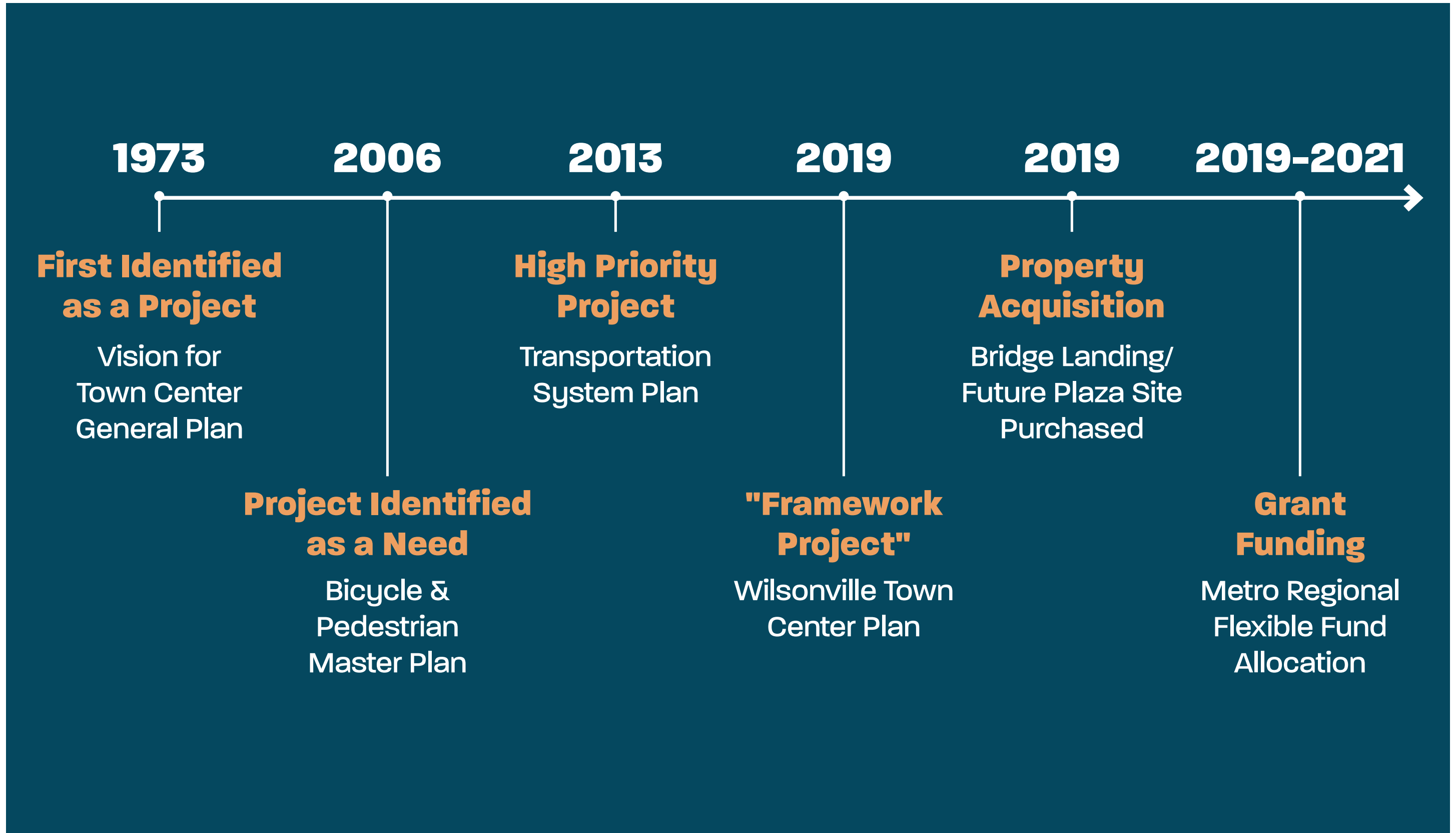
# COUNCIL DIRECTION

**Select a bridge design alternative** to advance into design.

**Confirm the plaza design approach** of combining the concepts of Drops and Ripples with River Oxbow.

**Confirm priority bridge and plaza elements** identified by the community and Planning Commission.

# PROJECT BACKGROUND





# COMMUNITY INVOLVEMENT SUMMARY



**299**

**Online Survey  
Participants**



**52**

**Virtual Open House  
Participants**

**↑ 2.5X**

**Increase in Survey  
Participation**

**English,  
Spanish + ASL**

**Virtual Open House  
Languages**

## SURVEY PARTICIPANTS

**93%** live in Wilsonville.

**24%** work in Wilsonville.

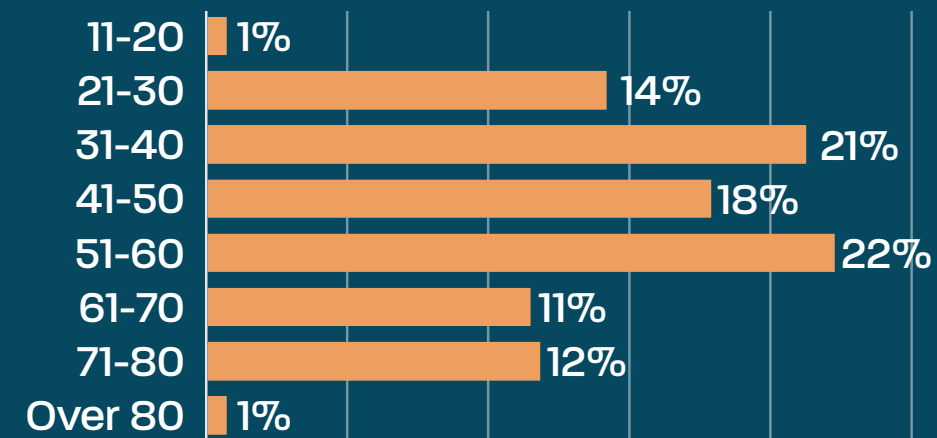
**5%** own a business in Wilsonville.

**76%** own their primary residence.

**24%** rent at their primary residence.

**97%** of survey participants' primary language at home is English. Participants also included **Spanish, Arabic, Russian, Tamizh/ Tamil, and German speakers.**


### Age range of participants:



# Open Responses

## Additional Considerations

**OPEN** **Are there specific elements that are missing from these bridge and plaza concepts?**

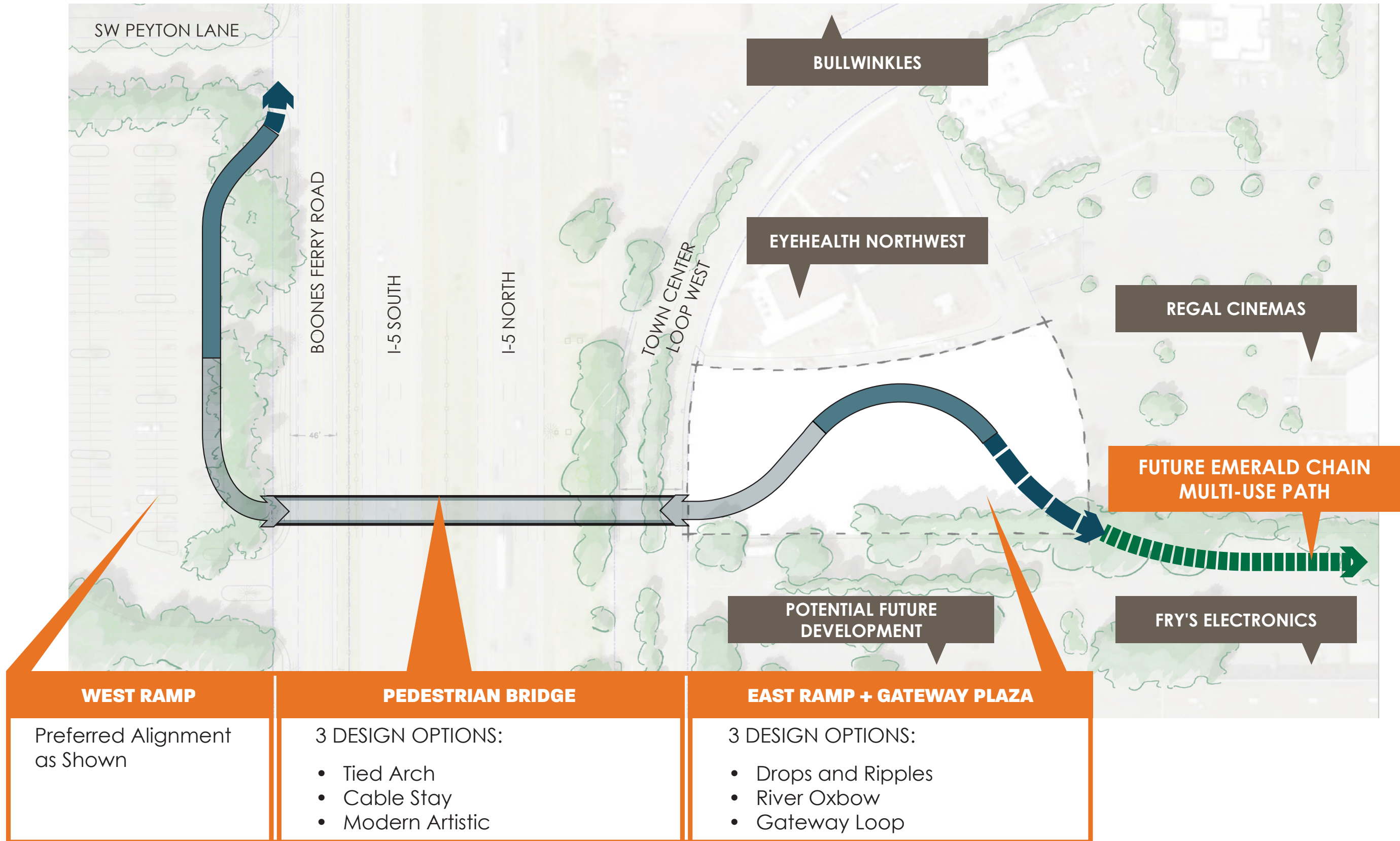


## Emerging Themes:

- Support for Project
- Health / Safety / Access
- Design Elements
- Cost Concerns / Opposition to Project
- Art Recommendations
- West Ramp / Connections

# Bridge Design Alternatives

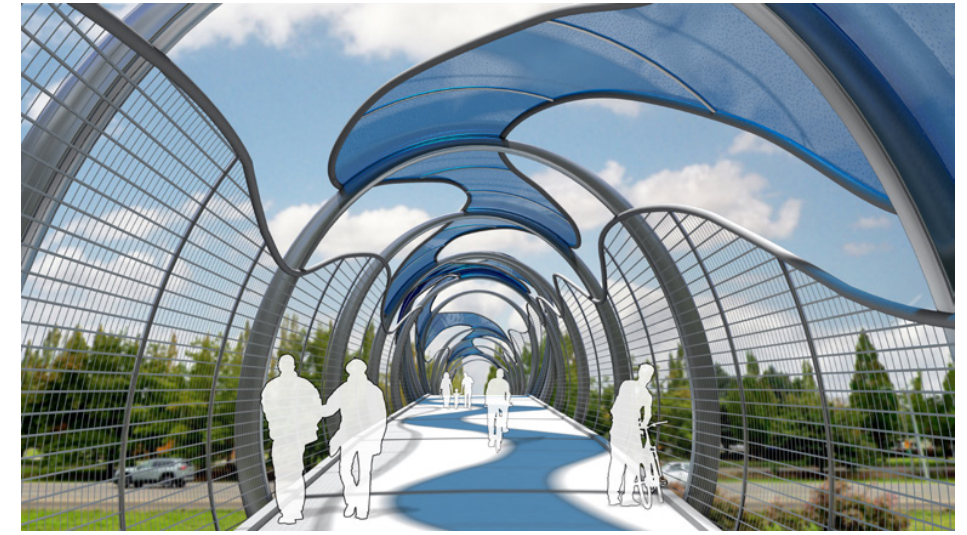
# SITE CONTEXT



# TIED ARCH



# MODERN ARTISTIC



# CABLE STAY

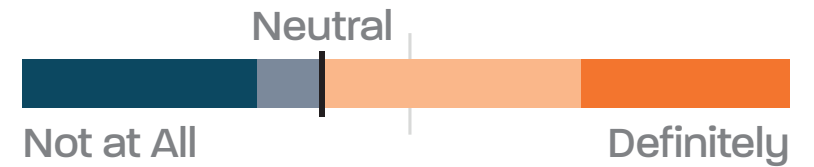
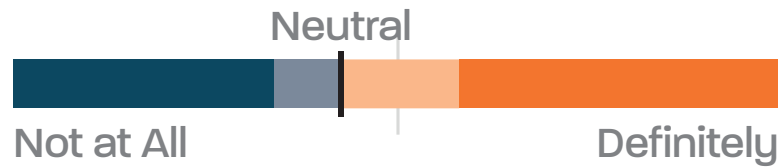
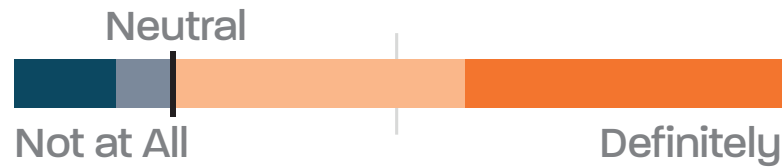




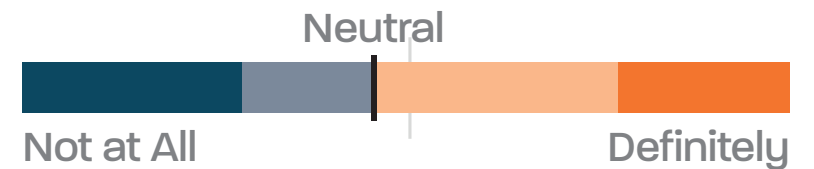
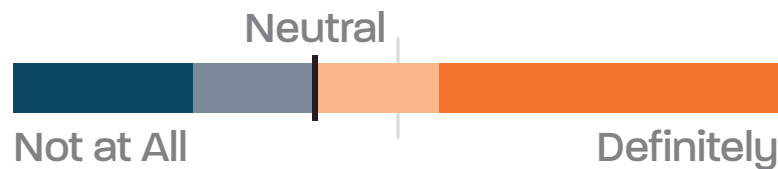
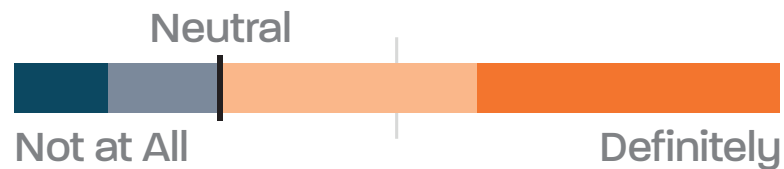
# Bridge results comparison.



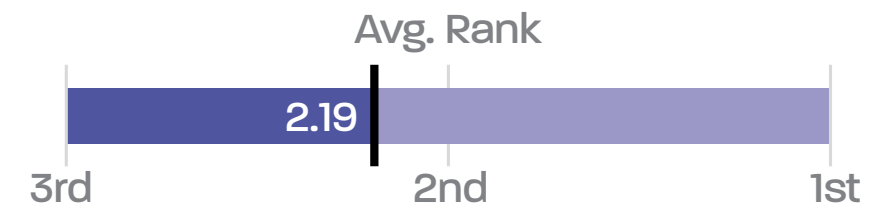
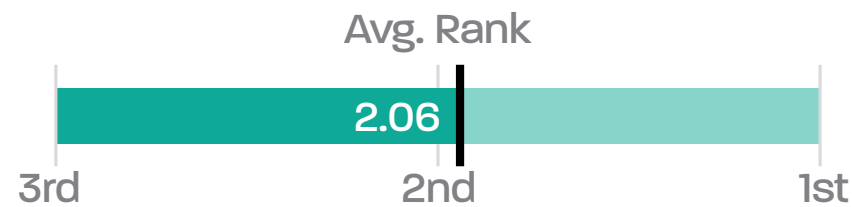
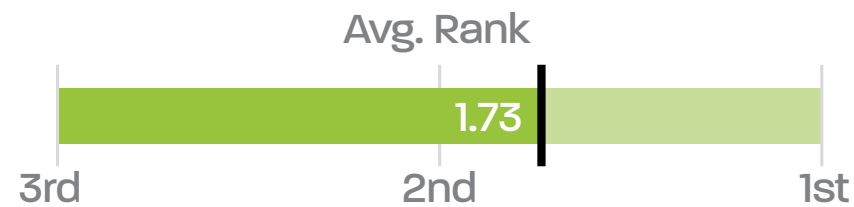
## ICONIC/DEFINING STRUCTURE



## THEMES - EVOKES WILSONVILLE



## RANKED BY PREFERENCE



## ESTIMATED COST RANGE

**\$\$\$ 8.5M to 10.4m**


**\$ 6.9m to 8.6m**

**\$\$ 7.0m to 8.8m**

\*Cost estimates are for comparison only and include bridge main span, approach, and retaining walls. These costs do not include: design services, mobilization, traffic control, at-grade path, right-of-way acquisition, or plaza construction.

# Q4 || Standard Bridge Customization Options. All bridge concepts have the potential to incorporate the following examples of customized features. Choose up to three:

## Standard Bridge Customization Options



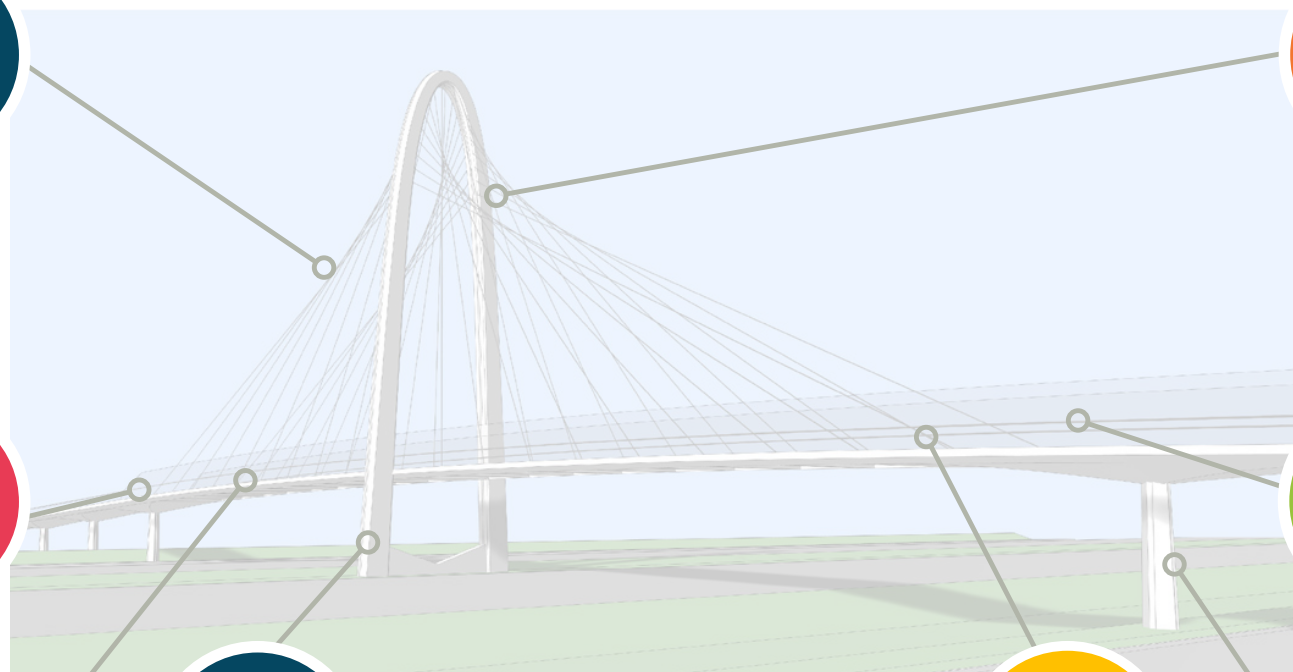
**6<sup>TH</sup>**  
COLOR OF BRIDGE CABLES  
VOTES 80



**8<sup>TH</sup>**  
IMAGES ON SAFETY FENCING  
VOTES 47



**5<sup>TH</sup>**  
CUSTOM SIGNAGE/LETTERING  
VOTES 99



**6<sup>TH</sup>**  
COLOR OF BRIDGE SUPPORT  
VOTES 80



**2<sup>ND</sup>**  
ADJUSTABLE LED LIGHTING  
ALONG CABLES AND/OR RAILING  
VOTES 195



**1<sup>ST</sup>**  
ILLUMINATED BRIDGE STRUCTURE  
VOTES 203



**3<sup>RD</sup>**  
CUSTOM SAFETY FENCING  
VOTES 142



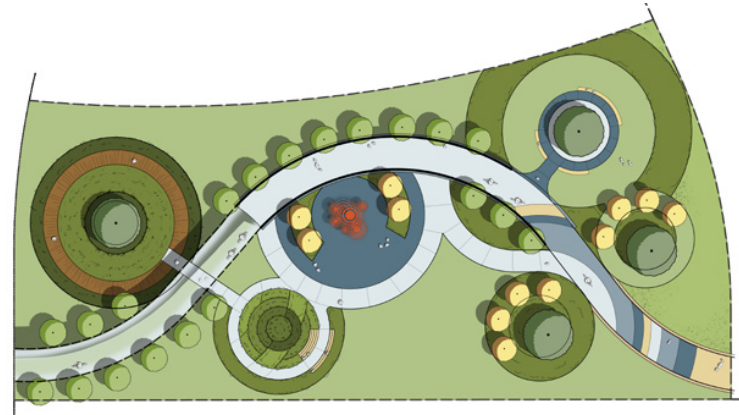
**4<sup>TH</sup>**  
SHAPE OF BRIDGE SUPPORTS  
VOTES 106

# Ramp + Plaza

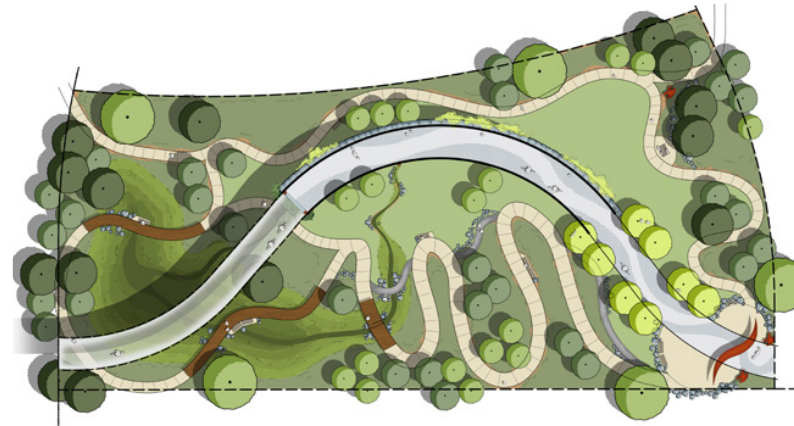
## Design Alternatives

# Results comparison.

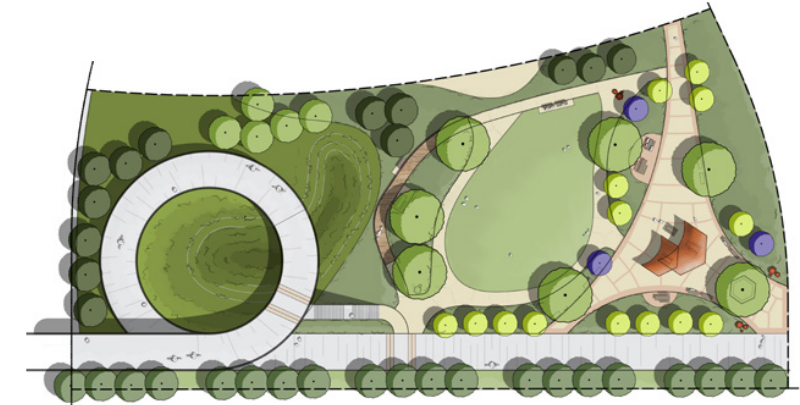
## DROPS AND RIPPLES



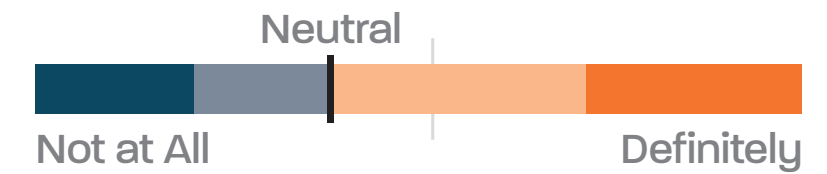
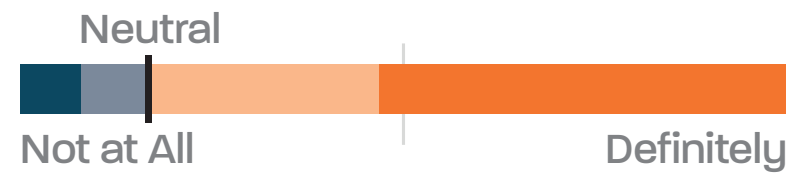
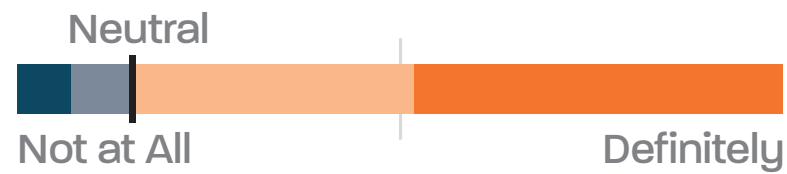
## RIVER OXBOW



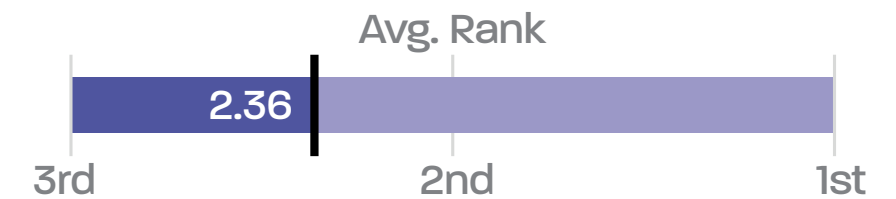
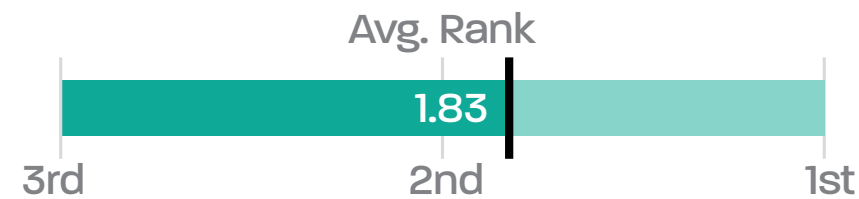
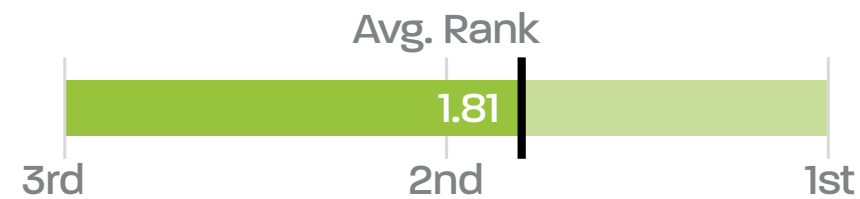
## GATEWAY LOOP



### THEMES - EVOKES WILSONVILLE



### RANKED BY PREFERENCE



# Top ranking plaza components comparison.

## ART



1. Interactive and Functional
2. Multiple, Small Installations
3. Murals or Mosaics

## SUSTAINABLE FEATURES



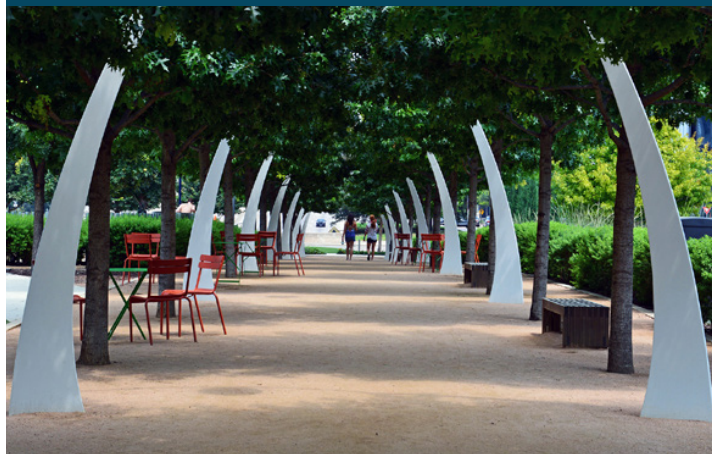
1. Planting for Biodiversity
2. Climate Adapted Planting
3. Enhanced Stormwater

## TREES AND PLANTINGS



1. Tree Allée
2. Formal Planting
3. Green Walls

## SHADE/RAIN SHELTER



1. Tree Canopy
2. Modern, Artistic Shelter

## GATHERING



1. Multiple Smaller Spaces
2. Transitional Spaces

## BRIDGE APPROACH (RAMP)

1. Whichever ramp provides the most **sound and visual buffering from I-5** for visitors using the surrounding plaza space
2. Long **swooping ramp on a sloping land form with planting** to soften the edges of the ramp

# PLANNING COMMISSION SUMMARY

## QUESTIONS FOR P.C.

## P.C. FEEDBACK

### Bridge Direction

---

**?** Which bridge alternative best reflects the project's **themes and priorities** consistent with the feedback provided in the survey and open house?

---

**Tied Arch\***

**?** Do you agree that **custom lighting and custom safety fencing** are the most important bridge design elements to prioritize?

**Yes**

### Plaza Direction

---

**?** Do you agree with a plaza design approach that **combines elements of the Drops and Ripples and River Oxbow concepts?**

---

**Yes\***

**?** **Are there other plaza elements to consider** in addition to those prioritized in the survey and open house?

**No**

# COUNCIL DIRECTION

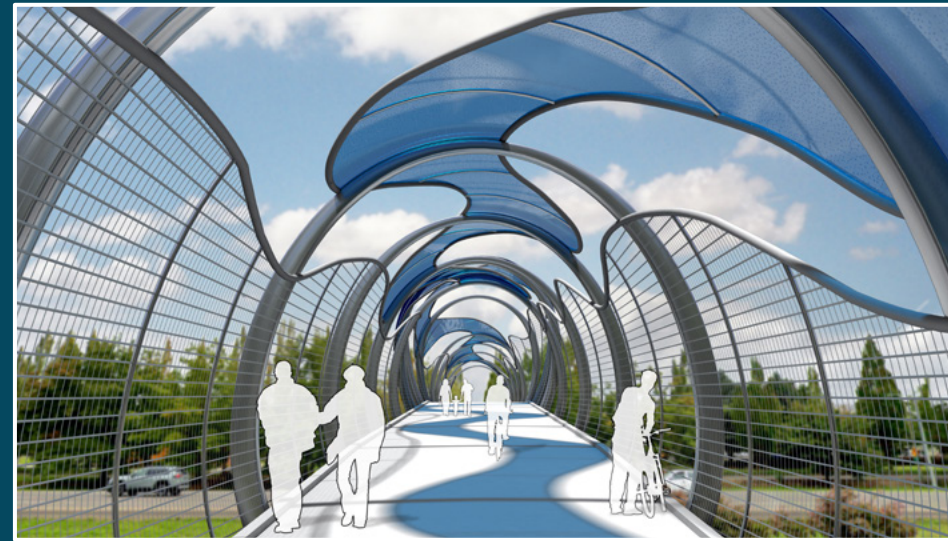
**Select a bridge design alternative** to advance into design.

**Confirm the plaza design approach** of combining the concepts of Drops and Ripples with River Oxbow.

**Confirm priority bridge and plaza elements** identified by the community and Planning Commission.

# WILSONVILLE TOWN CENTER

## I-5 PEDESTRIAN BRIDGE + PLAZA



WILSONVILLE TOWN CENTER  
I-5 PEDESTRIAN BRIDGE







**CITY COUNCIL MEETING  
STAFF REPORT**

<p><b>Meeting Date:</b> October 5, 2020</p>	<p><b>Subject: Ordinance Nos. 842 and 843</b> – 2<sup>nd</sup> Reading Annexation and Zone Map Amendment for Frog Pond Ridge subdivision in Frog Pond West</p> <p><b>Staff Member:</b> Cindy Luxhoj AICP, Associate Planner</p> <p><b>Department:</b> Community Development</p>
<p><b>Action Required</b></p>	<p><b>Advisory Board/Commission Recommendation</b></p>
<p><input checked="" type="checkbox"/> Motion</p> <p><input checked="" type="checkbox"/> Public Hearing Date: September 21, 2020</p> <p><input checked="" type="checkbox"/> Ordinance 1<sup>st</sup> Reading Date: September 21, 2020</p> <p><input checked="" type="checkbox"/> Ordinance 2<sup>nd</sup> Reading Date: October 5, 2020</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input type="checkbox"/> Consent Agenda</p>	<p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input type="checkbox"/> Not Applicable</p> <p><b>Comments:</b> Following their review at the August 31, 2020 meeting, the Development Review Board (DRB), Panel A, unanimously recommended approval of an Annexation and a Zone Map Amendment for the subject property. The DRB also approved with conditions, contingent on the Annexation and Zone Map Amendment, a Stage I Master Plan, Stage II Final Plan, Site Design Review, Tentative Subdivision Plat, Type C Tree Removal, one Waiver, and Abbreviated a Significant Resource Impact Report (SRIR).</p>
<p><b>Staff Recommendation:</b> Staff recommends that the Council adopt Ordinance Nos. 842 and 843 on second reading.</p>	
<p><b>Recommended Language for Motion:</b> In two separate motions: I move to approve Ordinance No. 842 on second reading. I move to approve Ordinance No 843 on second reading.</p>	
<p><b>Project / Issue Relates To:</b></p>	
<p><input type="checkbox"/> Council Goals/Priorities:</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond West</p> <p><input type="checkbox"/> Not Applicable</p>

**ISSUE BEFORE COUNCIL:**

Ordinance Nos. 842 and 843 to annex and rezone approximately 17.5 acres on the west side of SW Stafford Road south of SW Frog Pond Lane within the Frog Pond West Master Plan area, enabling development of a 71-lot single-family subdivision.

**EXECUTIVE SUMMARY:**

The proposed subdivision is the fourth area, following the 44-lot Stafford Meadows and 74-lot Frog Pond Meadows subdivisions to the south and the 78-lot Morgan Farm subdivision to the west, proposed for annexation and subsequent development consistent with the Frog Pond West Master Plan. The subdivisions are envisioned to blend together as one cohesive neighborhood. Concurrent with the adoption of the Frog Pond West Maser Plan, the City added a new zoning district, Residential Neighborhood (RN), intended for application to the Master Plan area. The requested zone map amendment proposes applying the Residential Neighborhood (RN) Zone to the Frog Pond Ridge subdivision consistent with this intention.

**EXPECTED RESULTS:**

Adoption of Ordinance Nos. 842 and 843 will bring this portion of the Frog Pond West Master Plan area into the City and zone it for development consistent with the Master Plan.

**TIMELINE:**

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

**CURRENT YEAR BUDGET IMPACTS:**

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

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 8/20/2020

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 8/25/2020

**COMMUNITY INVOLVEMENT PROCESS:**

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

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

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

**ALTERNATIVES:**

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

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Ordinance No. 842
  - A. Legal Description and Sketch Depicting Land/Territory to be Annexed
  - B. Petition for Annexation
  - C. Annexation Findings
  - D. Development Review Board Panel A Resolution No. 380 Recommending Approval of Annexation
2. Ordinance No. 843
  - A. Zoning Order DB20-0008 Including Legal Description and Sketch Depicting Zone Map Amendment
  - B. Zone Map Amendment Findings
  - C. Development Review Board Panel A Resolution No. 380 Recommending Approval of Zone Map Amendment
3. Ordinance Nos. 842 & 843 Presentation

**ORDINANCE NO. 842**

**AN ORDINANCE OF THE CITY OF WILSONVILLE ANNEXING APPROXIMATELY 17.57 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF SW STAFFORD ROAD SOUTH OF SW FROG POND LANE INTO THE CITY LIMITS OF THE CITY OF WILSONVILLE, OREGON; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOTS 1500 AND 1700, A PORTION OF SW FROG POND LANE RIGHT-OF-WAY, AND A PORTION OF SW STAFFORD ROAD RIGHT-OF-WAY, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. WALTER REMMERS, WILLIAM RAY MORGAN, AND JANICE ELLEN MORGAN, PETITIONERS.**

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

WHEREAS, Walter Remmers, an authorized signer for West Hills Land Development, LLC, and William and Janice Morgan, together representing 100 percent of the property ownership within the annexation area signed the petition; and;

WHEREAS, no electors reside within the annexation area; and

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

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

WHEREAS, Panel A of the Development Review Board considered the annexation and after a duly advertised public hearing held on August 31, 2020, unanimously recommended City Council approve the annexation; and

WHEREAS, on September 10, 2020, the City Council held a public hearing as required by Metro Code 3.09.050; and

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

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

1. FINDINGS.

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

2. DETERMINATION.

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

3. EFFECTIVE DATE OF ORDINANCE.

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

SUBMITTED to the Wilsonville City Council and read the first time at a meeting thereof on the 10<sup>th</sup> day of September, 2020, and scheduled the second reading on September 21, 2020, commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

\_\_\_\_\_  
Kimberly Veliz, City Recorder

ENACTED by the City Council on the 21<sup>st</sup> day of September, 2020, by the following votes: Yes: \_\_\_\_\_ No: \_\_\_\_\_

\_\_\_\_\_  
Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 21<sup>st</sup> day of September, 2020.

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TIM KNAPP, MAYOR

**SUMMARY OF VOTES:**

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

**EXHIBITS:**

- A. Legal Description and Sketch Depicting Land/Territory to be Annexed
- B. Petition for Annexation
- C. Annexation Findings
- D. Development Review Board Panel A Resolution No. 380 Recommending Approval of Annexation

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**FROG POND RIDGE ANNEXATION**

August 7, 2020 (Otak #19489)

Those properties described in Bargain and Sale Deed to the Trustees of the William Ray Morgan and Janice Ellen Morgan Revocable Living Trust U/D/T October 20, 2009, recorded April 24, 2013 as Document No. 2013-027934, and in Statutory Warranty Deed to West Hills Land Development, LLC recorded as Document No. 2018-062022, both of Clackamas County Records, together with the abutting rights of way of S.W. Stafford Road and S.W. Frog Pond Lane, in the southeast quarter of Section 12, Township 3 South, Range 1 West, and the southwest quarter of Section 7, Township 3 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with no cap found at the southeast corner of said Document No. 2013-027934 property, said POINT OF BEGINNING being on the west right of way line of said S.W. Stafford Road North 01°40'13" East a distance of 1287.07 feet and North 88°35'30" West a distance of 30.00 feet from the southeast corner of said southeast quarter of Section 12;

thence along the north line of that property described in Special Warranty Deed to West Hills Land Development LLC recorded August 20, 2019 as Document No. 2019-049723, Clackamas County Records, North 88°35'30" West a distance of 1015.93 feet;

thence along the west line of said Document No. 2019-049723 property South 01°40'13" West a distance of 429.07 feet to the north line of Partition Plat No. 2019-047, Clackamas County Records;

thence along said north line and the westerly extension thereof, North 88°35'30" West a distance of 507.30 feet to the southeast corner of that property conveyed in Document No. 91-036369, Clackamas County Records;

thence along the east line of said Document No. 91-036369 property North 01°37'43" East a distance of 15.64 feet to the southwest corner of that property described in Quitclaim Deed to Amy Thurmond recorded as Document No. 99-022102, Clackamas County Records;

thence along the south line of said Document No. 99-022102 property South 88°31'31" East a distance of 209.95 feet;

thence along the east line of said Document No. 99-022102 property and the northerly extension thereof, North 01°39'15" East a distance of 875.56 feet to a point on the north right of way line of S.W. Frog Pond Lane (County Road No. 2362) being parallel with and 33.00 feet northerly of, when measured at right angles to, the north lines of said Document No. 2018-062022 and 2013-027934 properties;

thence along said north right of way line and the easterly extension thereof, South 88°35'30" East a distance of 1373.54 feet to a point on the east right of way line of said S.W. Stafford Road being parallel with and 30.00 feet easterly of, when measured at right angles to, the section line common to said Sections 7 and 12 also being the centerline of said S.W. Stafford Road;

thence along said east right of way line, South 01°40'13" West a distance of 461.89 feet;

thence North 88°35'30" West a distance of 30.00 feet to a point on said section line common to said Sections 7 and 12 and the centerline of S.W. Stafford Road;

thence continuing North 88°35'30" West a distance of 30.00 feet to the POINT OF BEGINNING.

Contains 17.57 acres, more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

DIGITALLY SIGNED  
2020.08.07 07:35:32-07'00'

OREGON  
NOVEMBER 12, 2013  
MICHAEL D. SPELTS  
87475PLS

RENEWS: JUNE 30, 2022





SCALE: 1" = 300'

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

DIGITALLY SIGNED  
2020.08.07 07:35:09-07'00'

OREGON  
NOVEMBER 12, 2013  
MICHAEL D. SPELTS  
87475PLS

RENEWES: JUNE 30, 2022

DOC. NO.  
01-002679

DOC. NO.  
88-038319

DOC. NO.  
2017-036685

S.W. FROG POND LANE (C.R. NO. 2362) S88°35'30"E 1373.54'

12 7

S.W. STAFFORD ROAD (MARKET ROAD NO. 12)

S01°40'13"W 899.95'

33.00'

33.00'

DOC. NO. 91-036369

DOC. NO. 99-022102

N01°39'15"E 875.56'

DOC. NO. 2018-062022

S01°40'13"W 429.07'

DOC. NO. 2013-027934

N88°35'30"W 1075.93'  
1015.93'

P.O.B.

30.00'

60.00'

S01°40'13"W 461.89'

30.00'

N01°37'43"E 15.64'

209.95'  
S88°31'31"E

DOC. NO. 2019-049723

30.00'

N01°40'13"E 1287.07'

N88°35'30"W 507.30'

S.W. BRISBAND STREET

PARCEL 1  
P.P. 2019-047

PARCEL 2

STAFFORD  
MEADOWS

S.W. BOECKMAN ROAD C.R. 80

12 7

13 18



808 SW 3rd Ave., Ste. 800  
Portland, Oregon 97204  
Phone: (503) 287-6825  
www.otak.com  
project: 19489

### EXHIBIT A

PAGE 3 OF 3

FROG POND RIDGE ANNEXATION AREA  
IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, &  
THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST,  
WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON

AUGUST 7, 2020

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

I hereby certify that the attached petition contains the names of the owners<sup>1</sup> (as shown on the last available complete assessment roll) of 100% of the land area of the territory proposed for annexation as described in the attached petition.

NAME JOSHUA BOLL  
TITLE GIS CARTOGRAPHER II  
DEPARTMENT CARTOGRAPHY  
COUNTY OF CLACKAMAS  
DATE 1/16/20



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

Search Voters

Reports Export

Query executed successfully. No matching results found. Print Screen Help

Select Saved/Published Search Run Search

Precincts	Party / Audits	Extract	Mailing Address	Comment	Custom Fields	Save
Name	Status	Activity	Output	Absentee Address	Residence Address	Districts

Address Type: **Standard**

**Standard Address**

House #	Suffix	Pre Dir	Street Name	Type	Post Dir
6720		SW	FROG POND	LN	
Unit Type	Unit #				
City	Zip				
WILSONVILLE					

Scope:  State  County **CLACKAMAS**  Show Signatures Search Clear Reset

View Summary Full Image Select < > Close

No active registered voters at 6720 Sw Frog Pond Ln,  
Wilsonville, OR.



*[Handwritten Signature]*  
ELECTIONS MANAGER

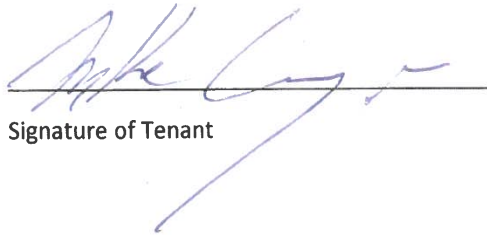
Date: 01/08/2020

Re: 6720 SW Frog Pond Ln

Wilsonville, OR 97070

To Whom It May Concern:

I, Michael D. Geiger do hereby acknowledge that I currently live at the above referenced address and the previous tenants no longer live at this location.



A handwritten signature in blue ink, appearing to read "Michael D. Geiger", is written over a horizontal line.

Signature of Tenant

Ordinance No. 842 Exhibit B

**PETITION SIGNERS**

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


SIGNATURE	PRINTED NAME	I AM A: *			PROPERTY ADDRESS	PROPERTY DESCRIPTION			PRECINCT #	DATE
		PO	RV	OV		LOT #	1/4 SEC	T		
<i>William Morgan</i>	William Morgan	X			6720 SW Frog Pond Ln		D	12		
<i>Janice Morgan</i>	Janice Morgan	X								

\* PO = Property Owner  
 RV = Registered Voter  
 OV = Owner And Registered Voter

Ordinance No. 842 Exhibit B

### PETITION SIGNERS

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

SIGNATURE	PRINTED NAME	I AM A: *			PROPERTY ADDRESS	PROPERTY DESCRIPTION				PRECINCT #	DATE	
		PO	RV	OV		LOT #	1/4 SEC	T	R			
	Walter Remmers, West Hills Land Development LLC	X			NO SITUS	1500	D	12S	31W	323		

\* PO = Property Owner  
 RV = Registered Voter  
 OV = Owner And Registered Voter



Ordinance No. 842 Exhibit C  
Annexation Findings

Frog Pond Ridge 71-Lot Single-Family Subdivision

City Council  
Quasi-Judicial Public Hearing

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**Hearing Date:** September 10, 2020  
**Date of Report:** August 18, 2020

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**Application No.:** DB20-0007 Annexation

**Request/Summary:** City Council approval of quasi-judicial annexation of approximately 17.6 acres concurrently with proposed development as a single-family subdivision consistent with the Frog Pond West Master Plan.

**Location:** West side of SW Stafford Road, south of SW Frog Pond Lane. The property is specifically known as TLID 1500, 1700, a portion of SW Frog Pond Lane right-of-way, and a portion of SW Stafford Road right-of-way, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon

**Owners/Petitioners:** West Hills Land Development LLC (Walter Remmers), William Ray Morgan and Janice Ellen Morgan Revocable Living Trust (William and Janice Morgan)

**Applicant:** West Hills Land Development LLC (Contact: Dan Grimberg)

**Applicant's Rep.:** OTAK, Inc. (Contact: Li Alligood AICP)

**Comprehensive Plan Designation:** Residential Neighborhood

**Zone Map Classification (Current):** RRF5 (Rural Residential Farm Forest 5-Acre)

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

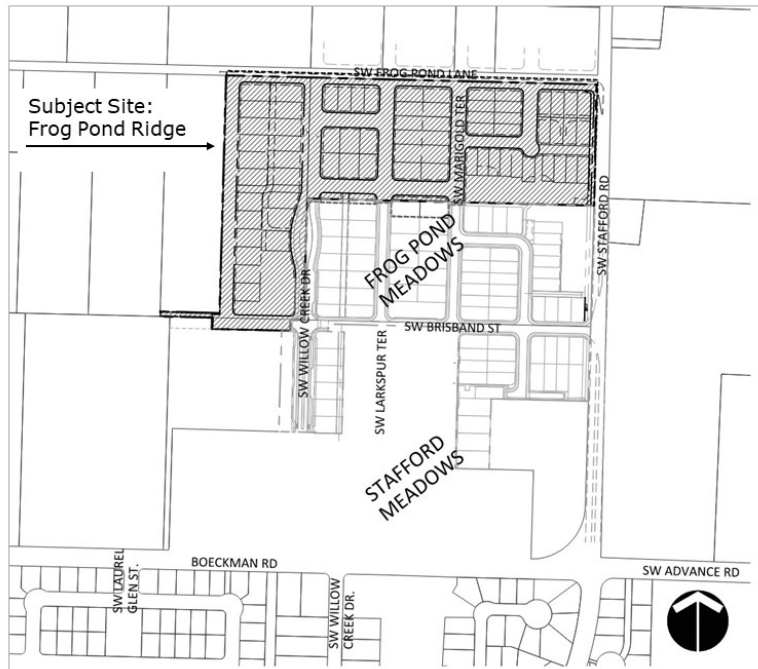
**Staff Reviewer:** Cindy Luxhoj AICP, Associate Planner

**Staff/DRB Recommendation:** Approve the requested annexation.

**Applicable Review Criteria:**

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

**Vicinity Map**





## Background/Summary:

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

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

The proposed subdivision is the fourth development proposal Frog Pond West, following the 44-lot Stafford Meadows and 74-lot Frog Pond Meadows subdivisions to the south and the 78-lot Morgan Farm subdivision to the west. The subdivision will connect to the previously approved Stafford Meadows and Frog Pond Meadows subdivisions, blending together as one cohesive neighborhood.

All property owners in the annexation area have consented in writing to the annexation. No electors reside within the area proposed for annexation.

## Conclusion and Conditions of Approval:

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

Request: DB20-0007 Annexation

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

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

### General Information

#### Application Procedures-In General Section 4.008

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

#### Initiating Application Section 4.009

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

### Request: DB20-0007 Annexation

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

### Comprehensive Plan-Annexation and Boundary Changes

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

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

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

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

#### Adherence to State and Metro Annexation Laws and Standards Implementation Measures 2.2.1.e., 2.2.1.e.3., 2.2.1.e.4.

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

## Orderly, Economic Provision of Public Facilities and Services

Implementation Measure 2.2.1.e. 1.

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

## Availability of Sufficient Land for Uses to Insure Choices over 3-5 Years

Implementation Measure 2.2.1.e. 2.

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

## **Wilsonville Development Code-Annexation**

### Authority to Review Quasi-Judicial Annexation Requests

Subsections 4.030 (.01) A, 11, 4.031 (.01) K, 4.033 (.01) F., and 4.700 (.02)

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

### Procedure for Review, Etc.

Subsections 4.700 (.01). and (.04)

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

### Adoption of Development Agreement with Annexation

Subsection 4.700 (.05)

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

## **Metro Code**

### Local Government Boundary Changes Chapter 3.09

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

## **Oregon Revised Statutes (ORS)**

### Authority and Procedure for Annexation ORS 222.111

**A10.** The request meets the applicable requirements in state statute including the facts that subject property is within the UGB, is contiguous to the City, the request has been initiated by the property owners of the land being annexed, and all property owners within the annexed area consent in writing to the annexation. No electors reside within the area proposed for annexation.

### Procedure Without Election by City Electors ORS 222.120

**A11.** The City charter does not require elections for annexation, the City is following a public hearing process defined in the Development Code, and request meets the applicable requirements in state statute including the facts that all property owners within the annexed area consent in writing to the annexation. No electors reside within the territory proposed for annexation. Annexation of the subject property thus does not require an election.

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

**A12.** All property owners within the annexed area have provided their consent in writing. No electors reside within the territory proposed for annexation. The City is following a public hearing process as prescribed in the City's Development Code concurrent with a Zone Map Amendment request and other quasi-judicial land use applications.

## **Oregon Statewide Planning Goals**

### Statewide Planning Goals Goals 1, 2, 5, 6, 8, 9, 10, 11, 12, 13

**A13.** The area proposed for annexation will be developed consistent with the City's Comprehensive Plan and the Frog Pond West Master Plan, both which have been found to meet the statewide planning goals.

Ord. No. 842 Exhibit D

**DEVELOPMENT REVIEW BOARD  
RESOLUTION NO. 380**

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF AN ANNEXATION OF APPROXIMATELY 17.6 ACRES AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN) FOR APPROXIMATELY 15.9 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF STAFFORD ROAD SOUTH OF SW FROG POND LANE, AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I PRELIMINARY PLAN, STAGE II FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT, TYPE C TREE PLAN, WAIVER TO MINIMUM FRONT SETBACK, AND ABBREVIATED SRIR REVIEW FOR A 71-LOT SINGLE-FAMILY SUBDIVISION. THE SUBJECT SITE IS LOCATED ON TAX LOTS 1500 AND 1700, A PORTION OF 1800, A PORTION OF SW FROG POND LANE RIGHT-OF-WAY, AND A PORTION OF SW STAFFORD ROAD RIGHT-OF-WAY, SECTION 12D, AND A PORTION OF TAX LOT 400, SECTION 12DD, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. LI ALLIGOOD, AICP, OTAK – REPRESENTATIVE FOR WEST HILLS LAND DEVELOPMENT LLC - APPLICANT.

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

WHEREAS, the Planning Staff prepared the staff report on the above-captioned subject dated August 3, 2020, and

WHEREAS, on August 10, 2020, the Development Review Board honored the applicant's request and continued the public hearing to a date and time certain of August 31, 2020, and

WHEREAS, the Planning Staff has prepared the revised staff report on the above-captioned subject dated August 24, 2020, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a special meeting conducted on August 31, 2020, at which time exhibits, together with findings and public testimony were entered into the public record, and

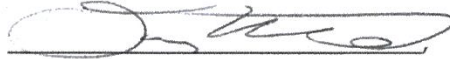
WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

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

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated August 31, 2020, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations for:

DB20-0007 through DB20-0014, and SI20-0001; Annexation, Zone Map Amendment, Stage I Preliminary Plan, Stage II Final Plan, Site Design Review of Parks and Open Space, Tentative Subdivision Plat, Type C Tree Removal Plan, Waiver – Front Setback, and Abbreviated SRIR Review.

ADOPTED by the Development Review Board of the City of Wilsonville at a special meeting thereof this 31<sup>st</sup> day of August, 2020, and filed with the Planning Administrative Assistant on Sept. 1, 2020. This resolution is final on the 15<sup>th</sup> calendar day after the postmarked date of the written notice of decision per *WC Sec 4.022(.09)* unless appealed per *WC Sec 4.022(.02)* or called up for review by the council in accordance with *WC Sec 4.022(.03)*.



Daniel McKay, Chair - Panel A  
Wilsonville Development Review Board

Attest:



Shelley White, Planning Administrative Assistant

**ORDINANCE NO. 843**

**AN ORDINANCE OF THE CITY OF WILSONVILLE APPROVING A ZONE MAP AMENDMENT FROM THE CLACKAMAS COUNTY RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) ZONE TO THE RESIDENTIAL NEIGHBORHOOD (RN) ZONE ON APPROXIMATELY 15.93 ACRES ON THE WEST SIDE OF SW STAFFORD ROAD SOUTH OF SW FROG POND LANE; THE LAND IS MORE PARTICULARLY DESCRIBED AS TAX LOTS 1500 AND 1700, SECTION 12D, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. WEST HILLS LAND DEVELOPMENT LLC, APPLICANT.**

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

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

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

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

WHEREAS, the City of Wilsonville Planning Staff analyzed the Zone Map Amendment request and prepared a staff report for the Development Review Board, finding that the application met the requirements for a Zone Map Amendment and recommending approval of the Zone Map Amendment, which staff report was presented to the Development Review Board on August 31, 2020; and

WHEREAS, the Development Review Board Panel 'A' held a duly advertised public hearing on the application for a Zone Map Amendment on August 31, 2020, and after taking public testimony and giving full consideration to the matter, adopted Resolution No. 380 which recommends City Council approval of the Zone Map Amendment request (Case File DB20-0008), adopts the staff report with findings and recommendation, all as placed on the record at the hearing; and

WHEREAS, on September 10, 2020, the Wilsonville City Council held a public hearing regarding the above described matter, wherein the City Council considered the full public record made before the Development Review Board, including the Development Review Board and City Council staff reports; took public testimony; and, upon deliberation, concluded that the proposed Zone Map Amendment meets the applicable approval criteria under the City of Wilsonville Development Code.

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

1. FINDINGS.

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

2. DETERMINATION.

The official City of Wilsonville Zone Map is hereby amended, upon finalization of the annexation of the property to the City, by Zoning Order DB20-0008, attached hereto as Exhibit A, from the Clackamas County Rural Residential Farm Forest 5 (RRFF5) Zone to the Residential Neighborhood (RN) Zone.

3. EFFECTIVE DATE OF ORDINANCE.

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

SUBMITTED to the Wilsonville City Council and read the first time at a meeting thereof on the 10<sup>th</sup> day of September 2020, and scheduled the second reading on September 21<sup>st</sup>, 2020 commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

---

Kimberly Veliz, City Recorder



ENACTED by the City Council on the 21<sup>st</sup> day of September, 2020, by the following  
votes: Yes: \_\_\_\_\_ No: \_\_\_\_\_

---

Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 21<sup>st</sup> day of September, 2020

---

TIM KNAPP, MAYOR

**SUMMARY OF VOTES:**

Mayor Knapp  
Council President Akervall  
Councilor Lehan  
Councilor West  
Councilor Linville

**EXHIBITS:**

- A. Zoning Order DB20-0008 Including Legal Description and Sketch Depicting Zone Map Amendment
- B. Zone Map Amendment Findings
- C. Development Review Board Panel A Resolution No. 380 Recommending Approval of Zone Map Amendment

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

In the Matter of the Application of )  
West Hills Land Development LLC )  
for a Rezoning of Land and Amendment ) **ZONING ORDER DB20-0008**  
of the City of Wilsonville Zoning Map )  
Incorporated in Section 4.102 of the )  
Wilsonville Code. )

The above-entitled matter is before the Council to consider the application of DB20-0008, for a Zone Map Amendment and an Order, amending the official Zoning Map as incorporated in Section 4.102 of the Wilsonville Code.

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

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

THEREFORE IT IS HEREBY ORDERED that The Property, consisting of approximately 15.93 acres on the west side of SW Stafford Road south of SW Frog Pond Lane comprising Tax Lots 1500 and 1700, of Section 12D, as more particularly shown and described in the attached legal description and sketch, is hereby rezoned to Residential Neighborhood (RN), subject to conditions detailed in this Order’s adopting Ordinance. The foregoing rezoning is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.102 WC) and shall appear as such from and after entry of this Order.

Dated: This 21<sup>st</sup> day of  
September, 2020.

\_\_\_\_\_  
TIM KNAPP, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
Barbara A. Jacobson, City Attorney

ATTEST:

---

Kimberly Veliz, City Recorder

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

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**FROG POND RIDGE ZONE MAP AMENDMENT**

August 18, 2020 (Otak #19489)

Those properties described in Bargain and Sale Deed to the Trustees of the William Ray Morgan and Janice Ellen Morgan Revocable Living Trust U/D/T October 20, 2009, recorded April 24, 2013 as Document No. 2013-027934, and in Statutory Warranty Deed to West Hills Land Development, LLC recorded October 9, 2018 as Document No. 2018-062022, both of Clackamas County Records, in the southeast quarter of Section 12, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with no cap found at the southeast corner of said Document No. 2013-027934 property, said POINT OF BEGINNING being on the west right of way line of said S.W. Stafford Road North 01°40'13" East a distance of 1287.07 feet and North 88°35'30" West a distance of 30.00 feet from the southeast corner of said southeast quarter of Section 12;

thence along the north line of that property described in Special Warranty Deed to West Hills Land Development LLC recorded August 20, 2019 as Document No. 2019-049723, Clackamas County Records, North 88°35'30" West a distance of 1015.93 feet;

thence along the west line of said Document No. 2019-049723 property South 01°40'13" West a distance of 429.07 feet to the north line of Partition Plat No. 2019-047, Clackamas County Records;

thence along said north line and the westerly extension thereof, North 88°35'30" West a distance of 507.30 feet to the southeast corner of that property conveyed in Document No. 91-036369, Clackamas County Records;

thence along the east line of said Document No. 91-036369 property North 01°37'43" East a distance of 15.64 feet to the southwest corner of that property described in Quitclaim Deed to Amy Thurmond recorded as Document No. 99-022102, Clackamas County Records;

thence along the south line of said Document No. 99-022102 property South 88°31'31" East a distance of 209.95 feet;

thence along the east line of said Document No. 99-022102 property,  
North 01°39'15" East a distance of 842.56 feet to a point on the south right of  
way line of S.W. Frog Pond Lane (County Road No. 2362);

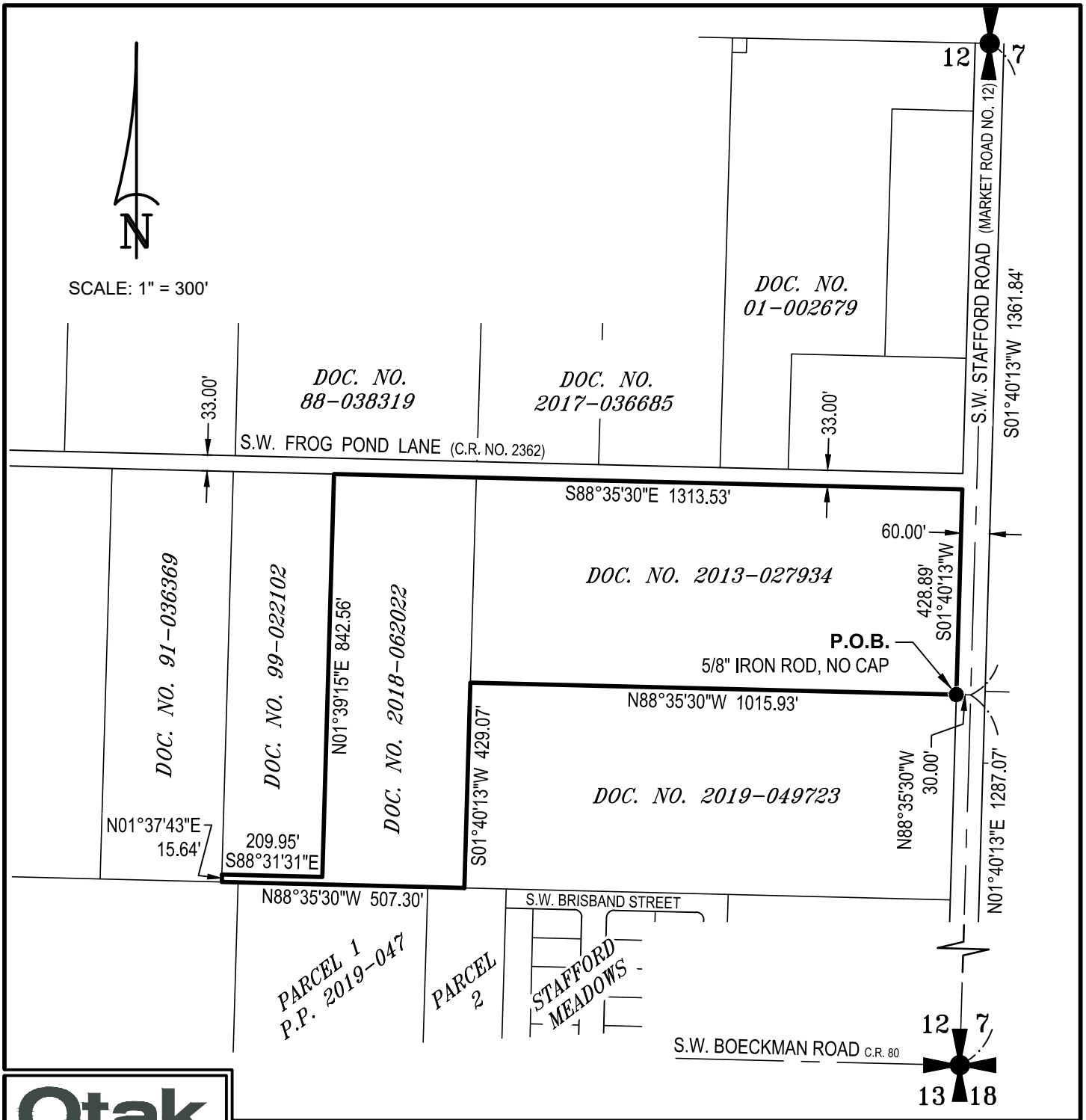
thence along said south right of way line and the north line of said Document No.  
2018-062022 and 2013-027934 properties, South 88°35'30" East a distance of  
1313.53 feet to a point on said west right of way line being parallel with and  
30.00 feet easterly of, when measured at right angles to, the section line  
common to said Sections 7 and 12 also being the centerline of said S.W. Stafford  
Road;

thence along said east right of way line, South 01°40'13" West a distance of  
428.89 feet to the POINT OF BEGINNING.

Contains 15.94 acres, more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
NOVEMBER 12, 2013  
MICHAEL D. SPELTS  
87475PLS  
RENEWS: JUNE 30, 2022



**Otak**

808 SW 3rd Ave., Ste. 800  
Portland, Oregon 97204  
Phone: (503) 287-6825  
www.otak.com  
project: 19489

**EXHIBIT A**

PAGE 3 OF 3

FROG POND RIDGE ZONE MAP AMENDMENT AREA  
IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, &  
THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST,  
WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON

AUGUST 18, 2020



Ordinance No. 843 Exhibit B  
Zone Map Amendment Findings

Frog Pond Ridge 71-Lot Single-Family Subdivision

City Council  
Quasi-Judicial Public Hearing

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<b>Hearing Date:</b>	September 10, 2020
<b>Date of Report:</b>	August 18, 2020

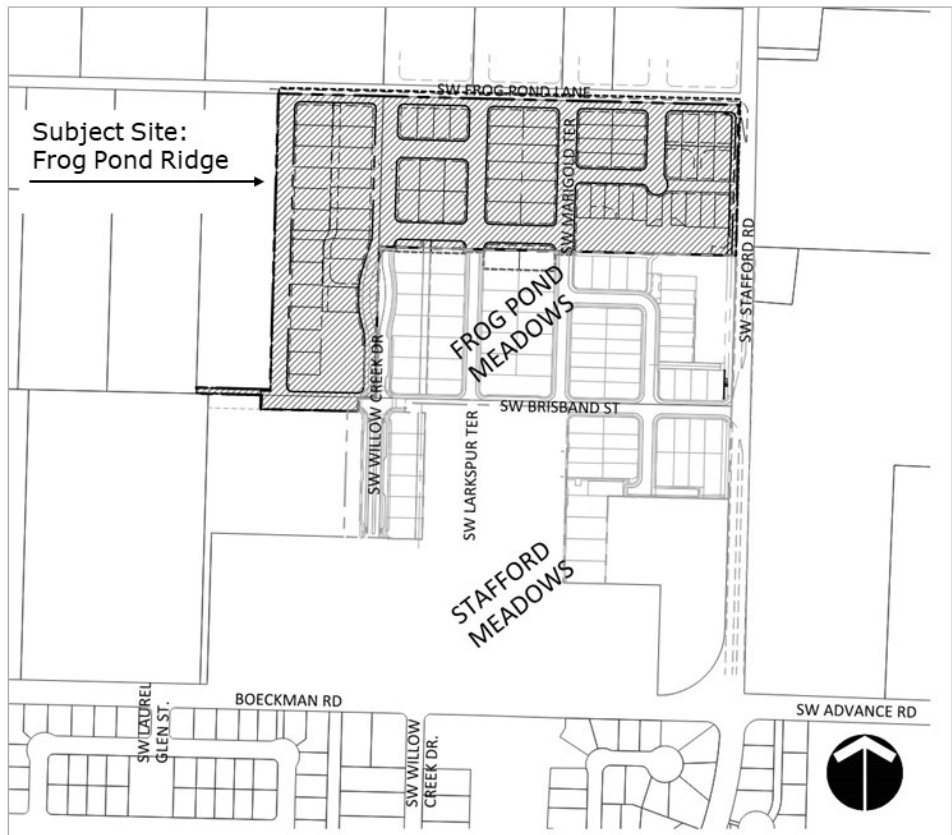
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<b>Application No.:</b>	DB20-0008 Zone Map Amendment
<b>Request:</b>	The request before the City Council is a Zone Map Amendment for approximately 15.93 acres.
<b>Location:</b>	West side of SW Stafford Road, south of SW Frog Pond Lane. The property is specifically known as TLID 1500, 1700, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon
<b>Owners:</b>	West Hills Land Development LLC, William Ray Morgan and Janice Ellen Morgan Revocable Living Trust
<b>Applicant:</b>	West Hills Land Development LLC (Contact: Dan Grimberg)
<b>Applicant's Rep.:</b>	OTAK, Inc. (Contact: Li Alligood AICP)
<b>Comprehensive Plan Designation:</b>	Residential Neighborhood, Public
<b>Zone Map Classification (Current):</b>	RRFF 5 (Rural Residential Farm Forest 5-Acre)
<b>Zone Map Classification (Proposed):</b>	RN (Residential Neighborhood)
<b>Staff Reviewers:</b>	Cindy Luxhoj AICP, Associate Planner
<b>Staff/DRB Recommendation:</b>	<u>Adopt</u> the requested Zone Map Amendment.

**Applicable Review Criteria:**

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

**Vicinity Map**





**Summary:**

Zone Map Amendment (DB20-0008)

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

**Conclusion and Conditions of Approval:**

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

Request: DB20-0008 Zone Map Amendment

This action is contingent upon annexation of the subject properties to the City of Wilsonville (DB20-0007).

**Findings:**

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

**General Information**

**Application Procedures-In General**

Section 4.008

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

**Initiating Application**

Section 4.009

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

## Request: DB20-0008 Zone Map Amendment

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

### Comprehensive Plan

“Residential Neighborhood” on the Comprehensive Plan Map  
Implementation Measure 4.1.7.a.

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

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

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

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

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

Residential Density  
Implementation Measure 4.1.4.u.

- B4.** The subject area will be zoned RN allowing application of the adopted residential densities of the Frog Pond West Master Plan. The sub-districts established in the Frog Pond West Master Plan govern the allowed residential densities.

### Development Code

Zoning Consistent with Comprehensive Plan  
Section 4.029

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

## Base Zones

Subsection 4.110 (.01)

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

## Residential Neighborhood (RN) Zone

Purpose of the Residential Neighborhood (RN) Zone

Subsection 4.127 (.01)

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

Permitted Uses in the Residential Neighborhood (RN) Zone

Subsection 4.127 (.02)

- B8.** Concurrent with the zone map amendment request the applicant requests approval of a single-family subdivision. Single-family dwelling units, attached single-family dwelling units (maximum two attached), open space, and public and private parks are among the permitted uses in the RN zone.

Residential Neighborhood Zone Sub-districts and Residential Density

Subsection 4.127 (.05) and (.06)

- B9.** The subject property includes portions of medium lot Sub-districts 4 and 5 and small lot Sub-district 6. The Frog Pond West Master Plan establishes a range of 86 to 107 units for Sub-district 4. Approximately 19.67% of Sub-district 4 is within the project area. To date, no applications have been approved for units within this sub-district, and the current application proposes 21 lots, which is the maximum number allowed based on the percentage of the sub-district within the project area. The configuration of lots as proposed will allow for buildout of this part of the sub-district consistent with the Master Plan recommendations.

The established range for Sub-district 5 is 27 to 33 units. Approximately 39.72% of Sub-district 5 is within the project area and the applicant proposes 12 lots. The previously approved Frog Pond Meadows includes 22 lots within Sub-district 5. The combined total between the two projects is 34 lots, which is one more than the established range maximum. However, configuration of lots between SW Willow Creek Drive and SW Larkspur Terrace to accommodate Street M results in Lots 25-27 being split between Sub-districts 5 and 6. Since fewer than the maximum lots is proposed in Sub-district 6 and the combined total of proposed lots in Sub-districts 5 and 6 also is below the maximum, exceeding the established dwelling unit range in Sub-district 5 is acceptable and the proposed configuration of lots will allow for buildout of the sub-district consistent with the Master Plan recommendations.

The Frog Pond West Master Plan establishes a range of 74 to 93 units for Sub-district 6. Approximately 48.31% of Sub-district 6 is within the project area. For Sub-district 6, the applicant proposes 38 lots, 8 of which are attached two-unit single-family homes (duplexes). The previously approved Frog Pond Meadows includes 42 lots within Sub-district 6. The combined total between the two projects is 80 lots, which is within the established range for the sub-district. The configuration of lots will allow for buildout of the sub-district consistent with the Master Plan recommendations.

Ord. No. 843 Exhibit C

DEVELOPMENT REVIEW BOARD  
RESOLUTION NO. 380

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF AN ANNEXATION OF APPROXIMATELY 17.6 ACRES AND ZONE MAP AMENDMENT FROM RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF-5) TO RESIDENTIAL NEIGHBORHOOD (RN) FOR APPROXIMATELY 15.9 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF STAFFORD ROAD SOUTH OF SW FROG POND LANE, AND ADOPTING FINDINGS AND CONDITIONS APPROVING A STAGE I PRELIMINARY PLAN, STAGE II FINAL PLAN, SITE DESIGN REVIEW OF PARKS AND OPEN SPACE, TENTATIVE SUBDIVISION PLAT, TYPE C TREE PLAN, WAIVER TO MINIMUM FRONT SETBACK, AND ABBREVIATED SRIR REVIEW FOR A 71-LOT SINGLE-FAMILY SUBDIVISION. THE SUBJECT SITE IS LOCATED ON TAX LOTS 1500 AND 1700, A PORTION OF 1800, A PORTION OF SW FROG POND LANE RIGHT-OF-WAY, AND A PORTION OF SW STAFFORD ROAD RIGHT-OF-WAY, SECTION 12D, AND A PORTION OF TAX LOT 400, SECTION 12DD, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON. LI ALLIGOOD, AICP, OTAK – REPRESENTATIVE FOR WEST HILLS LAND DEVELOPMENT LLC - APPLICANT.

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

WHEREAS, the Planning Staff prepared the staff report on the above-captioned subject dated August 3, 2020, and

WHEREAS, on August 10, 2020, the Development Review Board honored the applicant's request and continued the public hearing to a date and time certain of August 31, 2020, and

WHEREAS, the Planning Staff has prepared the revised staff report on the above-captioned subject dated August 24, 2020, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a special meeting conducted on August 31, 2020, at which time exhibits, together with findings and public testimony were entered into the public record, and

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

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

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Ord. No. 843 Exhibit C

DB20-0007 through DB20-0014, and SI20-0001; Annexation, Zone Map Amendment, Stage I Preliminary Plan, Stage II Final Plan, Site Design Review of Parks and Open Space, Tentative Subdivision Plat, Type C Tree Removal Plan, Waiver – Front Setback, and Abbreviated SRIR Review.

ADOPTED by the Development Review Board of the City of Wilsonville at a special meeting thereof this 31<sup>st</sup> day of August, 2020, and filed with the Planning Administrative Assistant on Sept. 1, 2020. This resolution is final on the 15<sup>th</sup> calendar day after the postmarked date of the written notice of decision per *WC Sec 4.022(.09)* unless appealed per *WC Sec 4.022(.02)* or called up for review by the council in accordance with *WC Sec 4.022(.03)*.



Daniel McKay, Chair - Panel A  
Wilsonville Development Review Board

Attest:



Shelley White, Planning Administrative Assistant



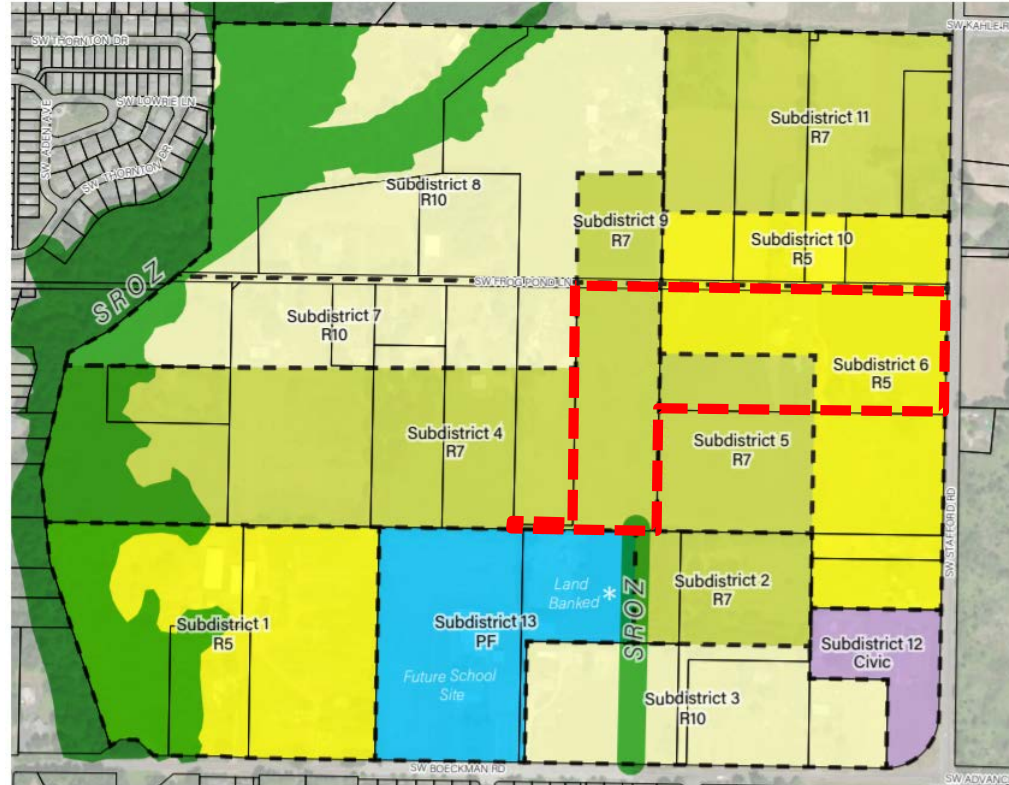
# Ordinance Nos. 842 and 843 Annexation & Zone Map Amendment Frog Pond Ridge Subdivision Frog Pond West

City Council Public Hearing  
September 21, 2020  
Presented by:  
Cindy Luxhoj AICP, Associate Planner



# Frog Pond West

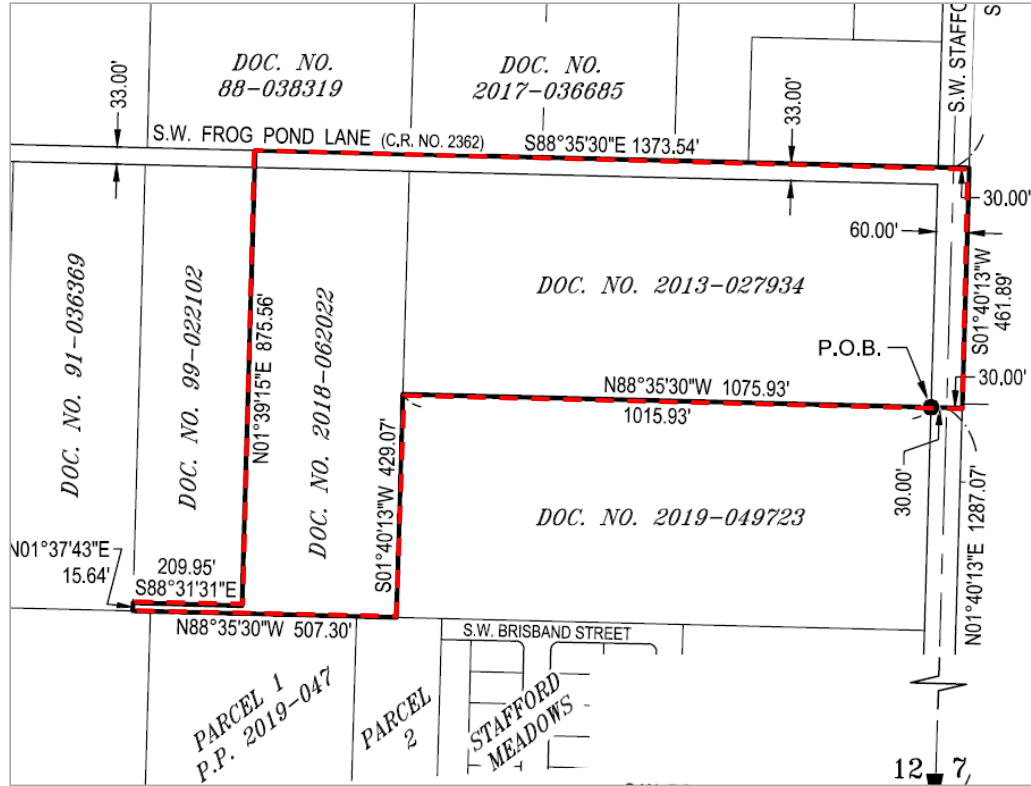
**Figure 6.** Frog Pond West Land Use and Subdistricts





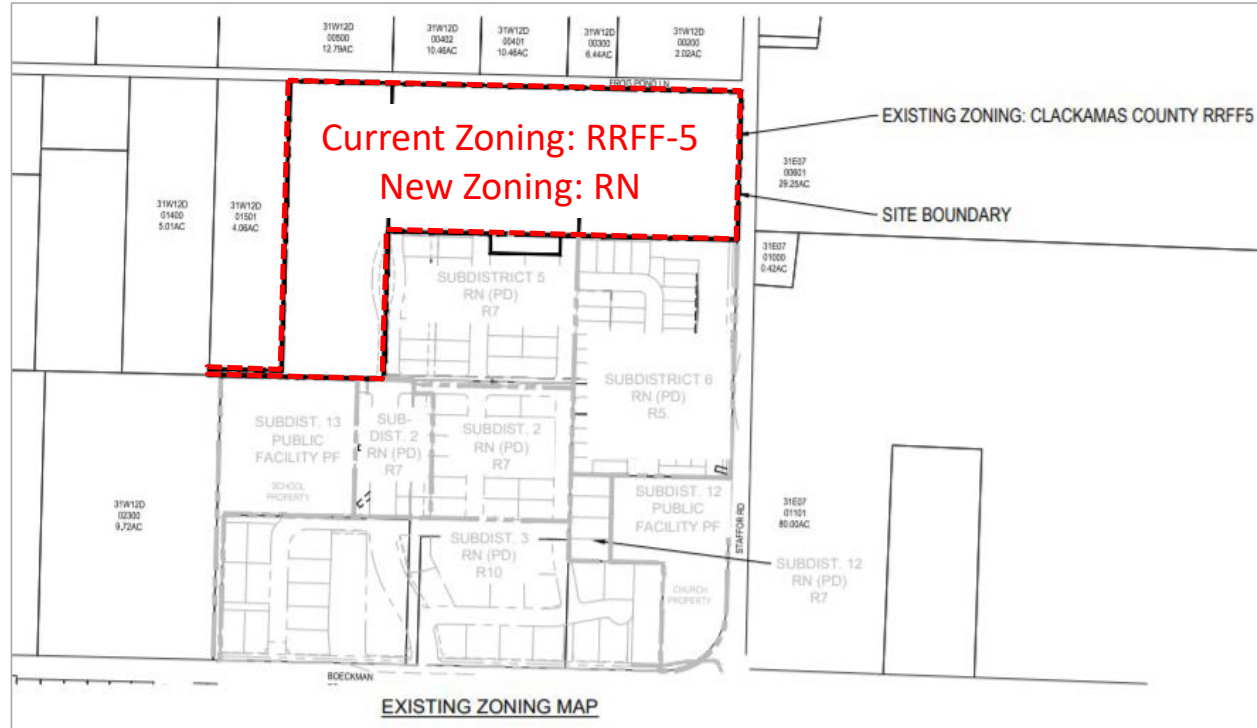


# Annexation





# Zone Map Amendment





# Applications Approved by DRB

- Stage I Preliminary Plan
- Stage II Final Plan
- Site Design Review of Parks and Open Space
- Tentative Subdivision Plat
- Type C Tree Removal Plan
- Waiver – Front Setback
- Abbreviated SRIR Review



Questions?