

# City of Wilsonville

City Council Meeting

December 4, 2017



**AGENDA**

**WILSONVILLE CITY COUNCIL MEETING  
DECEMBER 4, 2017  
7:00 P.M.**

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

Mayor Tim Knapp

Council President Scott Starr  
Councilor Susie Stevens

Councilor Kristin Akervall  
Councilor Charlotte Lehan

**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 is held in the Willamette River Room, City Hall, 2<sup>nd</sup> Floor**

**5:00 P.M.** Joint work session with Planning Commission regarding Town Center Redevelopment (Bateschell)

**The Packet for the Joint Work Session contains the following documents:**

A. Wilsonville Town Center Plan Staff Report **Page 1**

**6:40 P.M. EXECUTIVE SESSION** [15 min.]

A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions  
ORS 192.660(2)(h) Litigation

**6:55 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, December 4, 2017 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on November 21, 2017. 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 therewith 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.

**7:05 P.M. 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.

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

- A. **Tourism Promotion Committee Appointment** **Page 55**  
Appoint Brandon Roben, Executive Director of the Evergreen Aviation & Space Museum, to the Tourism Promotion Committee, Position No. 2, with term ending June 30, 2019. (Ottenad)
- B. Upcoming Meetings **Page 58**

**7:15 P.M. COUNCILOR COMMENTS**

- A. Council President Starr
- B. Councilor Stevens
- C. Councilor Lehan
- D. Councilor Akervall

**7:25 P.M. CONSENT AGENDA**

- A. **Resolution No 2659** **Page 60**  
Memorial Park Pump Station PSA Contract Award (Ward)
- B. Minutes of the, November 6, 2017 Council Meeting (Veliz) **Page 99**

**7:30 P.M. NEW BUSINESS**

- A. Library Improvements Additional Funding (CIP 8098) (Mende) **Page 109**

**7:40 P.M. CITY MANAGER'S BUSINESS**

**7:45 P.M. LEGAL BUSINESS**

**7:50 P.M. ADJOURN**

## **AN URBAN RENEWAL AGENCY MEETING WILL IMMEDIATELY FOLLOW**

**Page 114**

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 [veliz@ci.wilsonville.or.us](mailto:veliz@ci.wilsonville.or.us).



## JOINT CITY COUNCIL - PLANNING COMMISSION MEETING STAFF REPORT

<b>Meeting Date:</b> December 4, 2017	<b>Subject:</b> Wilsonville Town Center Plan  <b>Staff Member:</b> Miranda Bateschell, Planning Manager  <b>Department:</b> Community Development	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b>	
<b>Staff Recommendation:</b> N/A		
<b>Recommended Language for Motion:</b> N/A		
<b>Project / Issue Relates To:</b> <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>		
<input checked="" type="checkbox"/> Council Goals/Priorities Town Center	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL AND COMMISSION:

Gain an understanding of the public feedback received through the various summer events, and provide input on the Draft Community Design Concept for the Wilsonville Town Center Plan.

### EXECUTIVE SUMMARY:

The Wilsonville Town Center Plan will create a community-driven vision for Town Center and through strategic actions (new projects, policies, programs or partnerships) will guide future development in Town Center that advances the vision. In the first phase of the project, existing

conditions, opportunities and constraints were identified, and the community established a vision and set of goals for future Town Center.

Over the summer, the Project Team took initial design concepts to the public for their consideration and input. Opportunities for the public to provide input included a Community Design Workshop; an online design survey; and an in-person design survey posted at the Library and at citywide events, including Rotary Concerts, Kiwanis Fun Run, Fun in the Park, Wilsonville Brewfest, and the City-sponsored Community Block Party. The project team prepared a summary of the results from the Community Design Survey (Attachment A). In addition to the in-person design survey at the Community Block Party, participants also provided input on multiple activities to help direct the Town Center Plan project, a summary of which is included with this staff report (Attachment B).

The Town Center Plan Task Force met on October 23 to review the public input and the emerging concepts and priorities from that feedback for future land use and activity centers, open space, and connectivity in Wilsonville Town Center. The Task Force reviewed three concepts for each system (e.g. open space), evaluating and refining the concepts, as instructed, using the Town Center Plan vision and goals. At the end of the meeting, the Task Force created a draft Community Design Concept for Town Center (Attachment C).

On November 8, the Planning Commission had an opportunity to ask questions and provide input on the draft Town Center Community Design Concept. This discussion provided the framework for a follow-up work session with the Task Force on November 28 focusing on:

- Evaluating the connections included in the Community Design Concept to ensure there are no missing active transportation connections and to consider how Green Streets can support traffic while being very bike and pedestrian friendly
- Further refining land uses in the Community Design Concept, considering:
  - The most desirable locations for developing first
  - The best locations for key activity centers
  - Appropriate building massing within the various subareas
  - The importance of the new intersection at Courtside and Parkway
  - The right balance of residential uses (e.g. quantity, location, types)
  - The potential for a hotel / convention center
  - The uses that should be limited or restricted

The Planning Commission raised additional ideas and issues, which can be better addressed at other stages of the project. Future outreach efforts, land use and technical analyses, and work sessions with the Task Force, Planning Commission and City Council will address this feedback:

- Emphasize the long-term nature and phased implementation of this plan to the public.
- Determine what the Main Street will look like, finding the right balance of pedestrian, bicycle, commercial, and auto activity.
- Design safe, multi-modal crossings on Town Center Loop East, particularly if traffic diverts there from Loop West.
- Improve and design safe connections across Wilsonville Road for all modes.
- Evaluate whether traffic attracted by new uses in the western portion of plan area counteract traffic calming measures.

- Coordinate the I-5 bridge construction and modification of Town Center Loop West.
- Gauge constraints of current buildings and best approaches for phasing development.
- Assess potential transit service and needs.
- Refine circulation within the Citizens Drive corner of the plan area.
- Analyze cost of new development and potential impacts (as well as economic development strategies) for small businesses.
- Consider integrating incentives into the development design standards.

At the December 4 work session, the project team will present the Community Design Concept and the recommended refinements from the November 28 Task Force work session. The project team would like the Council and Commission to provide input in preparation for taking the concept to the public for their feedback. During the discussion, please consider the following questions:

1. Are there particular challenges you see in moving forward with the Community Design Concept recommended by the Task Force?
2. Does the Concept identify the right level of activity and building massing in the right locations?
3. There are a few restricted uses designated; should the plan be more restrictive or less restrictive? Which specific uses should be restricted only in certain areas and which uses should be restricted in the entire plan area?
4. What questions do you have for the community and what would you like to know from the public as they review the Community Design Concept?

### **BACKGROUND:**

In 2014, City Council adopted Wilsonville's Urban Renewal Strategy and Tourism Development Strategy, both of which identified a Town Center Redevelopment Plan as a priority action item. City Council then established starting the Town Center Plan as a 2015-2017 Council Priority Goal. Staff applied for and was granted a Metro Community Planning and Development Grant to complete the Plan. In 2016, Council approved the Inter-Governmental Agreement between Metro and the City of Wilsonville, which outlined the major milestones, deliverables, and funding conditions, setting the framework for the Scope of Work with MIG, Inc.

The project team began work on the project with a Town Center tour in October 2016, and kicked-off the project with the community in February 2017. Public input drove the vision and goals for Town Center, which the City Council and Planning Commission acknowledged in May 2017. Since that time, the project has hosted over a dozen events to garner input from the community on preferred designs and plan elements.

### **EXPECTED RESULTS:**

The Project Team will use this input to refine the draft Community Design Concept.

### **TIMELINE:**

After the work session, the project team will use this input to prepare a Community Design Concept proposal to share with the community for input and refinement in early 2018. Public feedback will shape the concept into a preferred Town Center Plan and implementation strategies, for review and adoption in 2018.

**CURRENT YEAR BUDGET IMPACTS:**

The Professional Services Agreement has a budget of \$420,000 fully funded through the CD Fund and CIP project #3004 in the adopted budget, of which \$320,000 is funded through a Metro Community Planning and Development grant. Staff estimates spending approximately half the costs during this budget year and the other half during the next fiscal year.

**FINANCIAL REVIEW / COMMENTS:**

N/A

**LEGAL REVIEW / COMMENT:**

N/A

**COMMUNITY INVOLVEMENT PROCESS:**

There are multiple opportunities to participate in the project outlined in a Public Engagement and Communication Plan for the Town Center Plan, including an advisory task force, community design workshops, focus groups, pop-up neighborhood events and idea centers, and in-person and online surveys. 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:**

As a result of this project, the city anticipates specific actions that will help the Town Center become a more vibrant, pedestrian and transit-supportive mixed-use district that integrates the urban and natural environments, creating an attractive and accessible place for visitors and residents of all ages to shop, eat, live, work, learn, and play. These actions will help remove barriers and encourage private investment in the Wilsonville Town Center. Benefits to the community also include identifying tools to maintain and strengthen businesses in the Town Center, improving access to and within the area, and making the Town Center a place where people want to spend time and support businesses.

**ALTERNATIVES:**

The Council and Commission can provide the project team with alternative direction.

**CITY MANAGER COMMENT:**

**ATTACHMENTS:**

- A. Community Design Survey Results
- B. Community Block Party Summary
- C. Draft Town Center Community Design Concept



## WILSONVILLE TOWN CENTER PLAN

### City of Wilsonville Town Center Plan **Community Design Survey Summary** September 2017

#### Introduction

The City of Wilsonville is developing the Town Center Plan (the Plan) to create a cohesive, unified district that enhances existing assets in the area and sets the stage for new development. In Phase One of the project, community members and stakeholders provided ideas, input and feedback that shaped a vision and goals for the future of Town Center. In Phase Two, the project team is developing Design Alternatives that will advance the vision and goals.

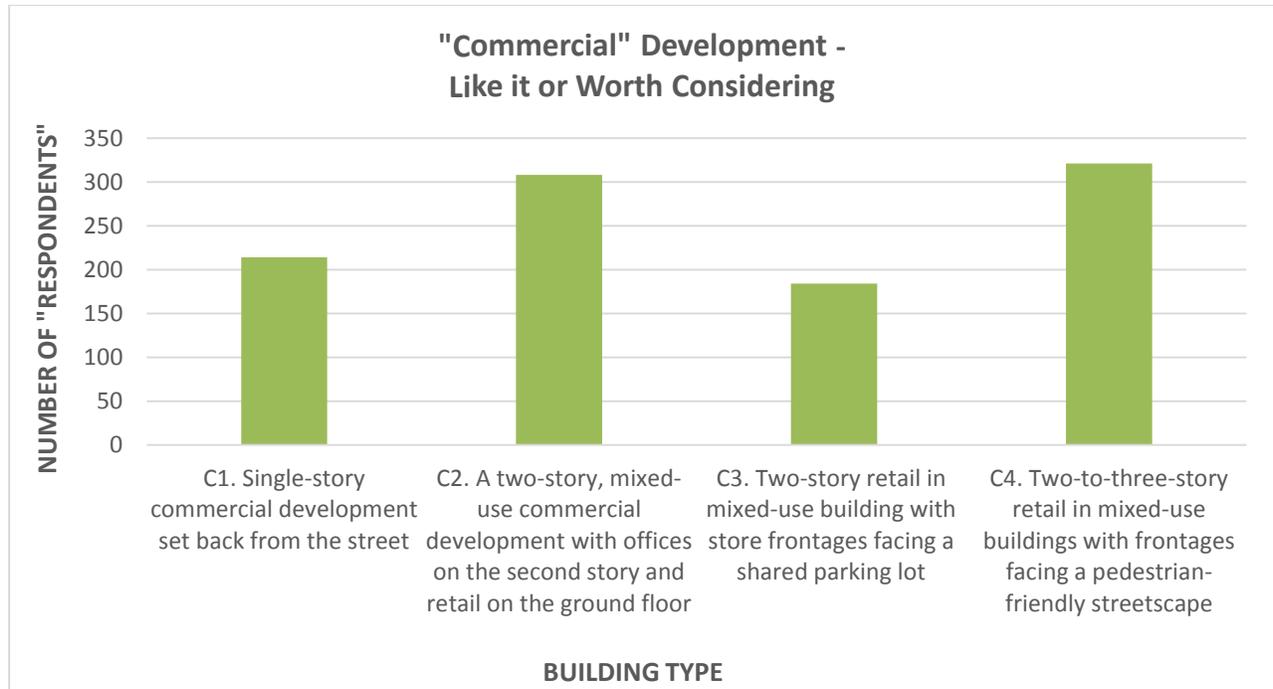
The Alternatives will illustrate possible forms that future development could take in Town Center, including proposed road circulation, building densities, parks and greenways. The Alternatives are informed by information gathered from a series of community events and an online design survey that focused on specific design elements and preferences. The survey included images for both land uses and building type preferences for Town Center. The survey ran from July 20 – August 22, 2017 and was promoted through the project website, media outreach, social media, and various community events. Electronic tablets were also available for community members to take the survey at citywide events, including Rotary Concerts, the City-sponsored Block Party on August 16, Kiwanis Fun Run on July 29, Fun in the Park on August 5, and Wilsonville Brewfest on August 12.

#### Online Design Survey Results

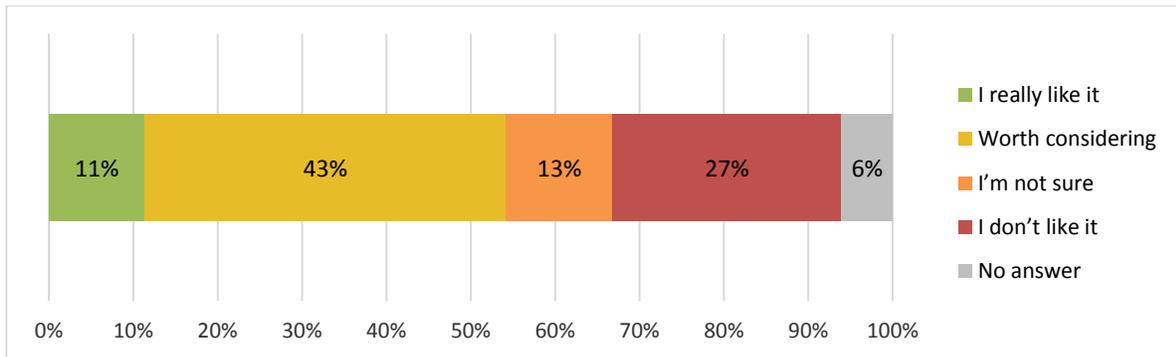
Each question displayed an image and asked, “Do you like this idea for Town Center?” For each question, survey participants were provided with four answer choices: 1) I like it; 2) Worth considering; 3) I don’t like it; and 4) I’m not sure. Each photo was accompanied by a brief description of the aspects of the building that respondents were being asked to focus on (i.e. Two-story retail in mixed-use building with store frontages facing a shared parking lot). There were 422 survey participants. Not all participants responded to every question. The total number of respondents for each question is noted throughout the results summary.

### Commercial Retail Building Types

The survey included four types of commercial retail developments, ranging from single story single-use to three-story mixed-use. The chart below shows the number of respondents who replied, "I really like it" or "Worth considering" about the building. Two of the building types received "I really like it" or "Worth considering" responses from more than 250 respondents (more than half of the survey participants). Of these, the two-to-three-story mixed-use building received the most enthusiastic response with 58% (224 respondents) indicating that they really liked it. (See the building photos following the chart.)

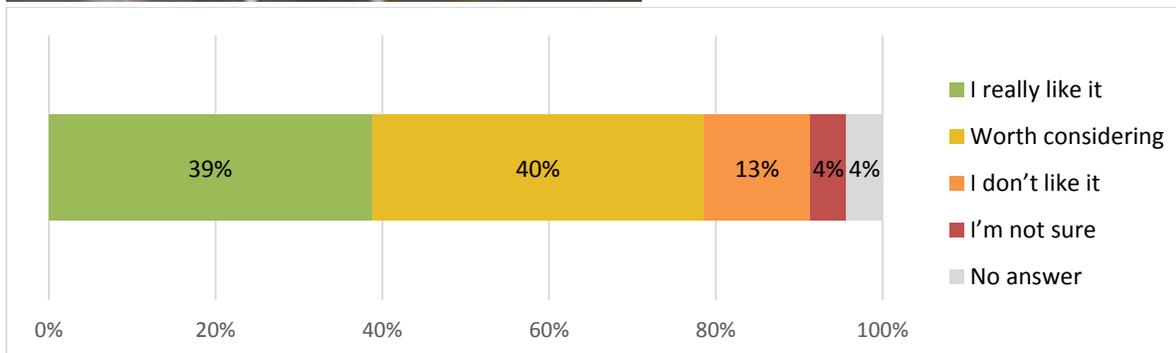


C1. Single story commercial development set back from the street.



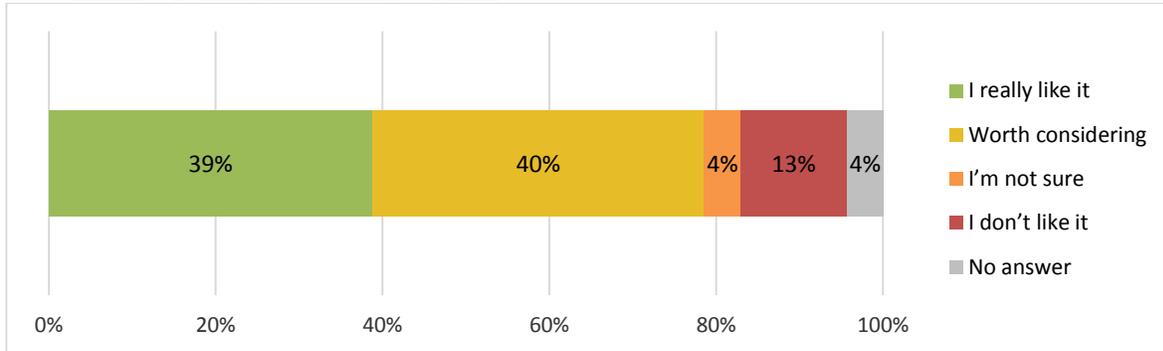
Total Responses= 395

C2. A two-story, mixed-use commercial development with offices on the second story and retail on the ground floor



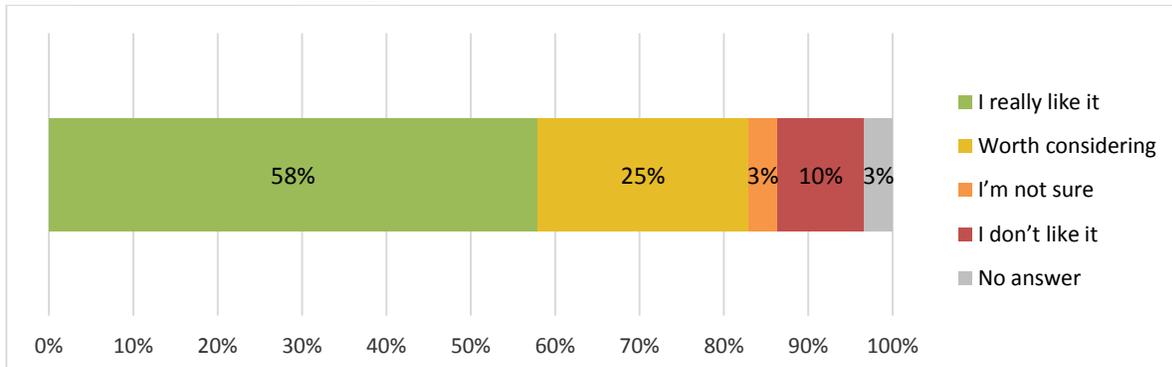
Total Responses= 392

### C3. Two-story retail in mixed-use building with store frontages facing shared parking lot



Total Responses= 391

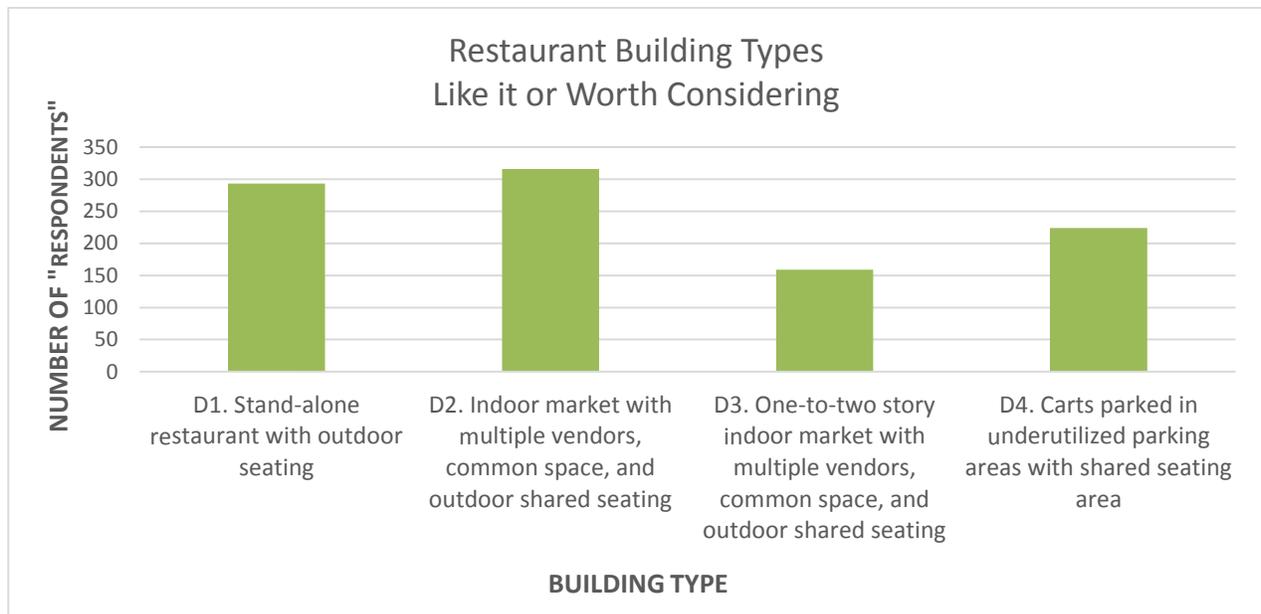
### C4. Two-to-three-story retail in mixed-use buildings with frontages facing a pedestrian-friendly streetscape



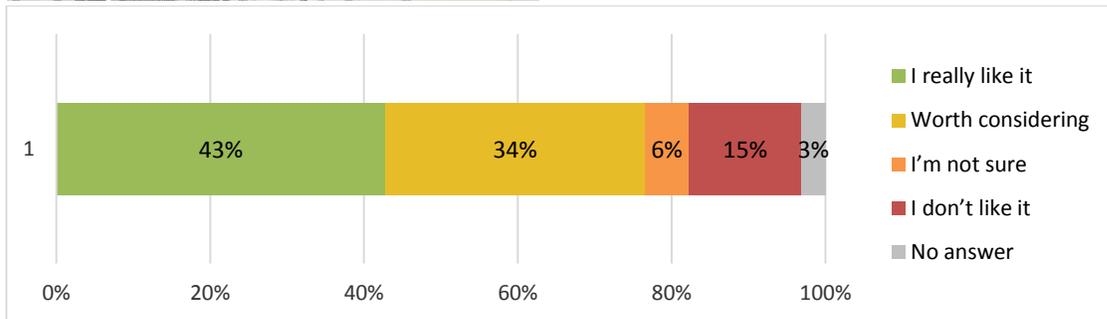
Total Responses= 387

### Restaurant Building Types

Throughout the Town Center planning process, community members have expressed that they would like to see a greater variety of dining options in Town Center, with an emphasis on culturally diverse and locally owned restaurants. Of the four restaurant building types provided in the survey, respondents were most enthusiastic about an indoor market with multiple vendors and outdoor seating (319 selected “I Really like it” or “Worth Considering”) as well as a stand-alone restaurant with outdoor seating (293 selected “I Really like it” or “Worth Considering”). The survey provided two indoor market options. The high level of support for one and relatively low level of support for the other likely indicates community members’ preference for a more muted, earth tone, color palette or for not limiting height to one-to-two stories. There was also notable support for food carts parked in underutilized parking areas—119 respondents selected “I Really like it” and 105 selected “Worth considering.” (See the photos following the chart.)

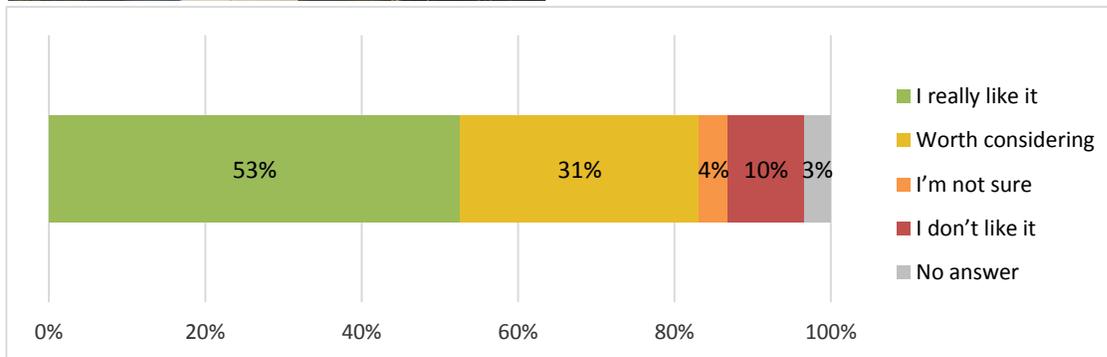


### D1. Stand-alone restaurant with outdoor seating



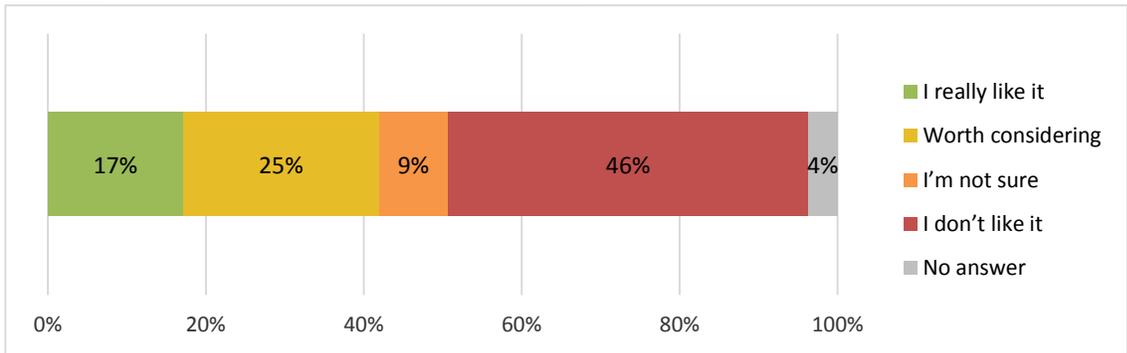
Total Responses= 383

### D2. Indoor market with multiple vendors, common space, and outdoor shared seating



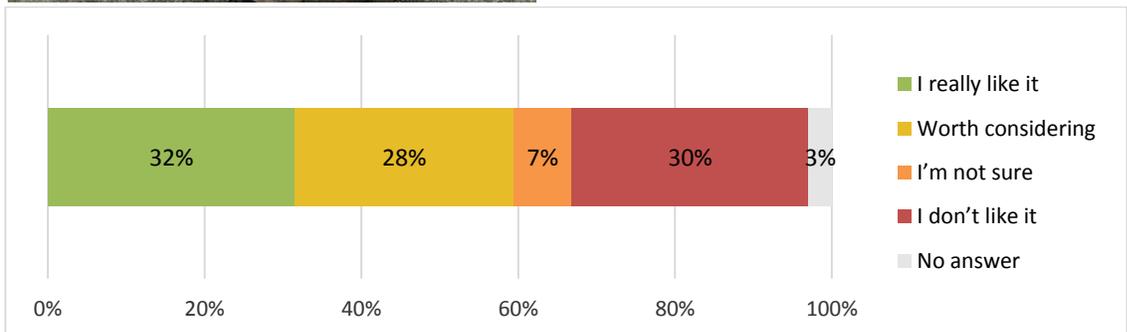
Total Responses= 380

D3. One-to-two story indoor market with multiple vendors, common space, and outdoor shared seating



Total Responses= 379

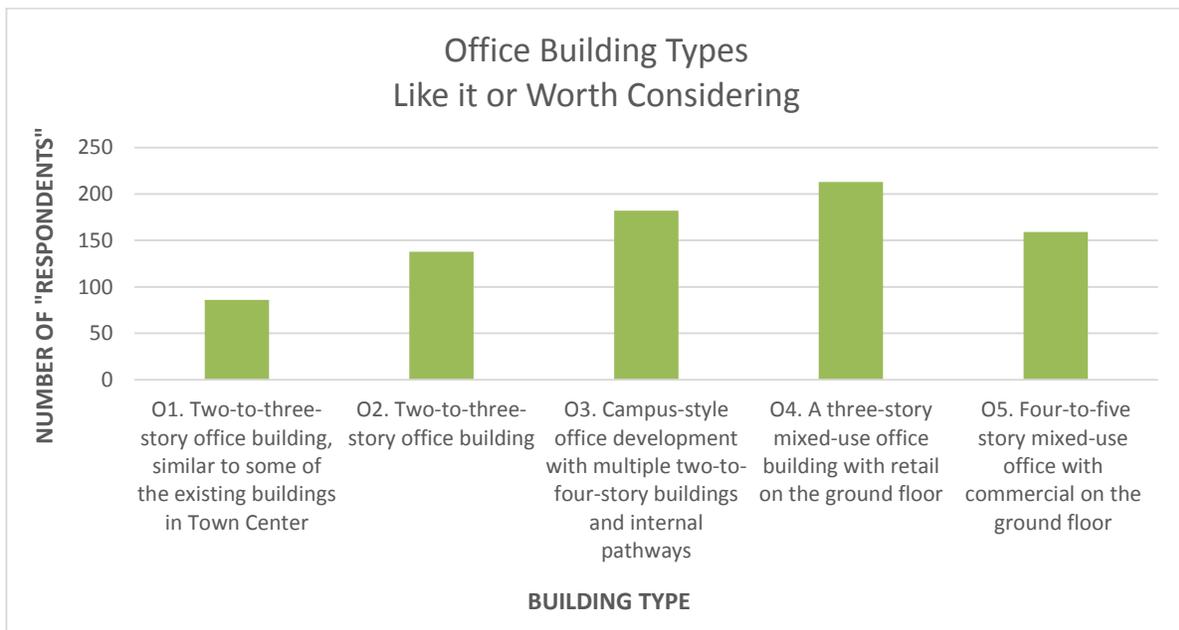
D.4 Carts parked in underutilized parking areas with shared seating area



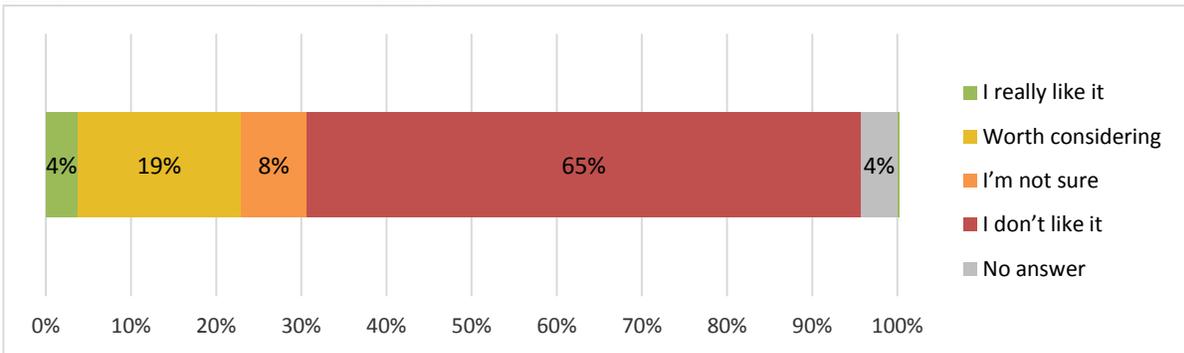
Total Responses= 377

### Office Building Types

The survey included five types of office buildings. Overall, survey participants showed less enthusiasm (fewer “I really like it”) responses about office buildings compared to other building types included in the survey. Respondents indicated interest in mixed-use offices with retail on the ground floor (68 participants responded that they “Really like it” and 145 responded that it’s “Worth considering,” while 116 responded that they “Don’t like it.”). This is consistent with survey results in other sections as well as other public input received to-date that shows community members are interested in seeing mixed use development in Town Center. Survey participants showed the lowest level of support for the office building that is currently most prominent in Town Center- single use, single-story and low density. There was more support for the single use office building with a more modern design and more architectural glass versus the office building with the brick façade. (See the photos following the chart.)

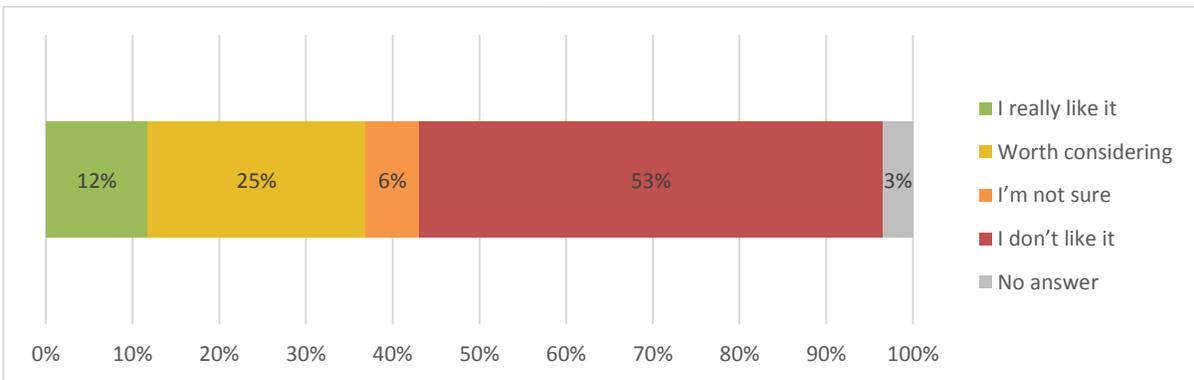


O1. Two-to-three-story office building, similar to existing buildings in Town Center



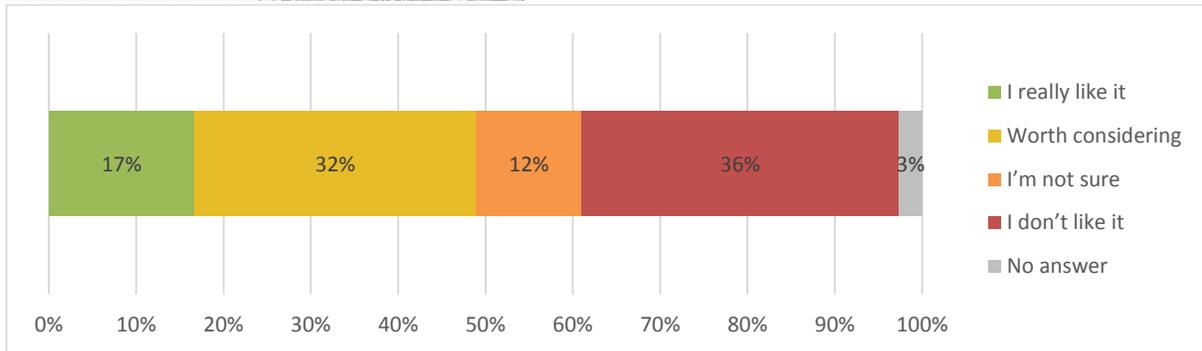
Total Responses= 375

O2. Two-to-three-story office building



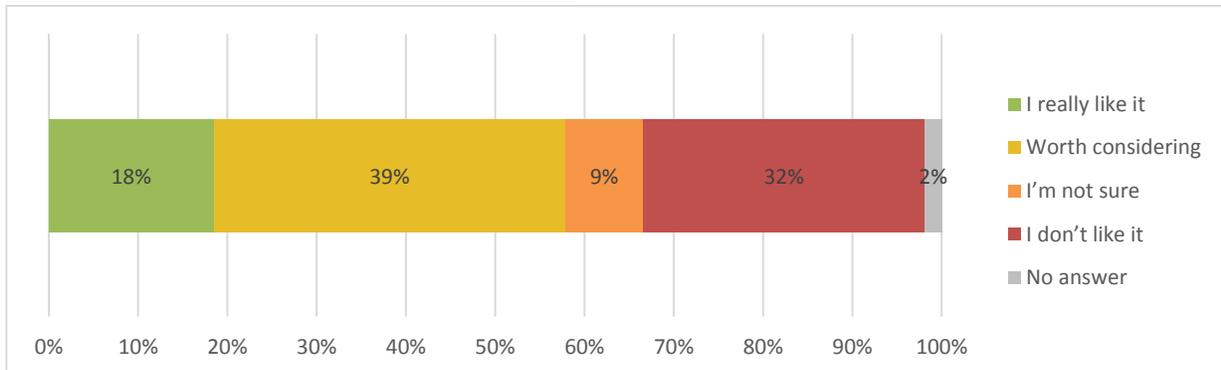
Total Responses= 374

### O3. Campus-style office development with multiple two-to-four-story buildings and internal pathways



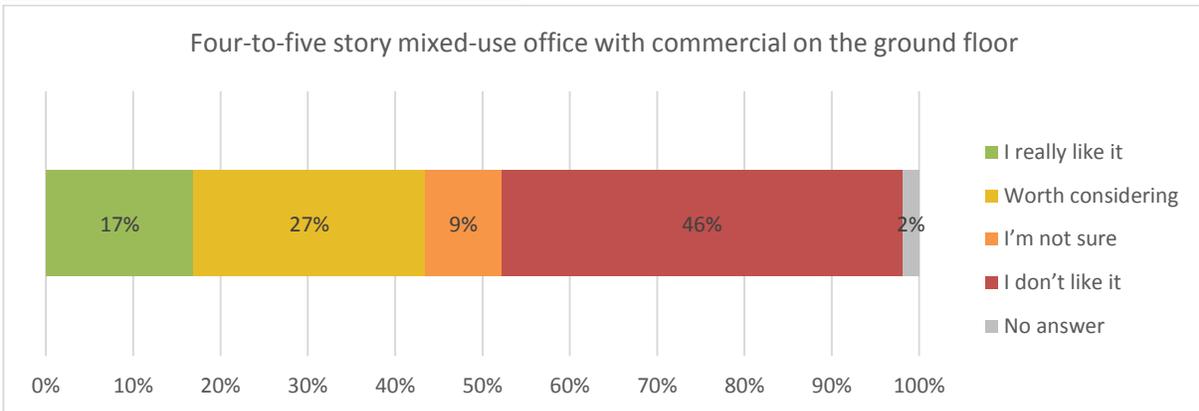
Total Responses= 372

### O4. A three-story mixed-use office building with retail on the ground floor



Total Responses= 368

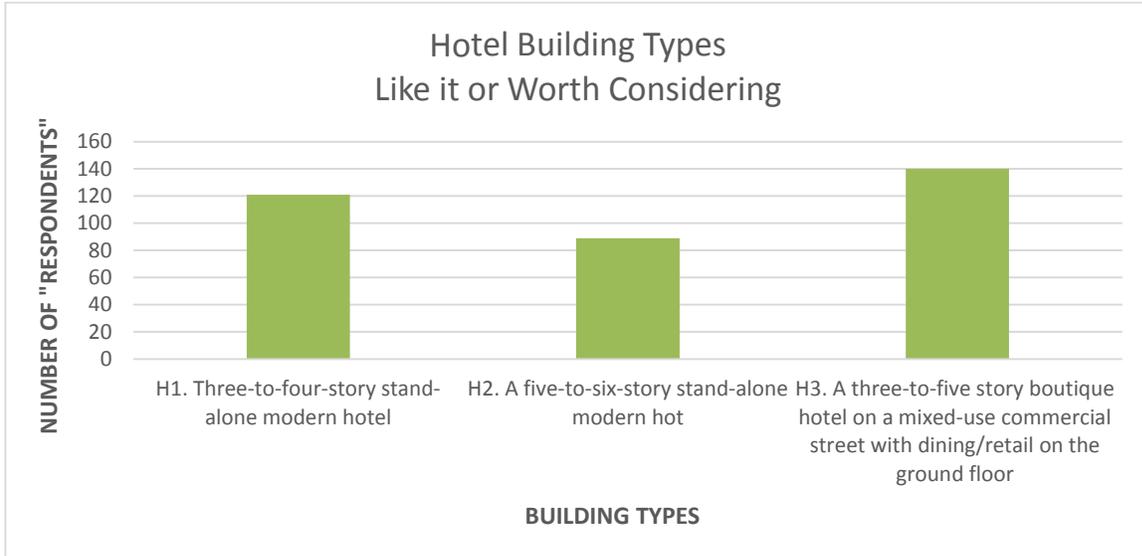
### O5. Four-to-five story mixed-use office with commercial on the ground floor



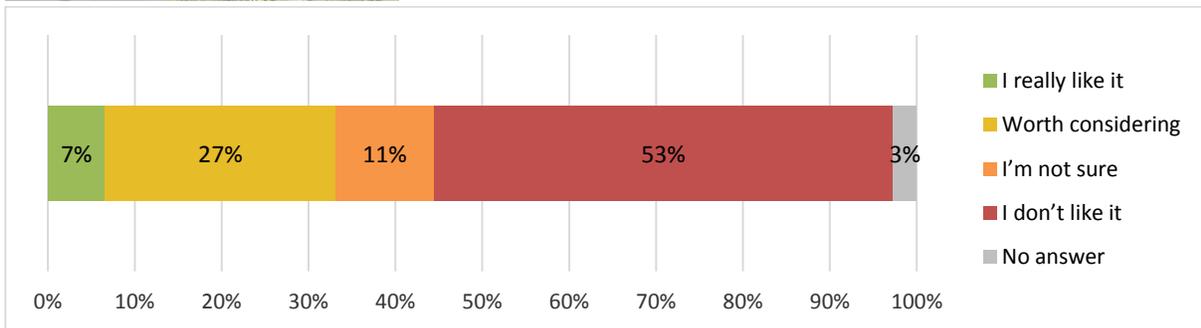
Total Responses= 366

### Hotel Building Types

Survey participants evaluated three different hotel building types. Overall, there was limited support for hotels. For each hotel type, more than 50% of respondents answered, "I don't like it." However, among the hotels, the boutique hotel on a mixed-use commercial street with dining/retail on the ground floor received the most interest from survey participants with 13% responding that they really liked it and 26% responding that it is worth considering. This finding is aligned with other the other building categories, in which mixed used development is also preferred (see the building photos following the chart on the next page).

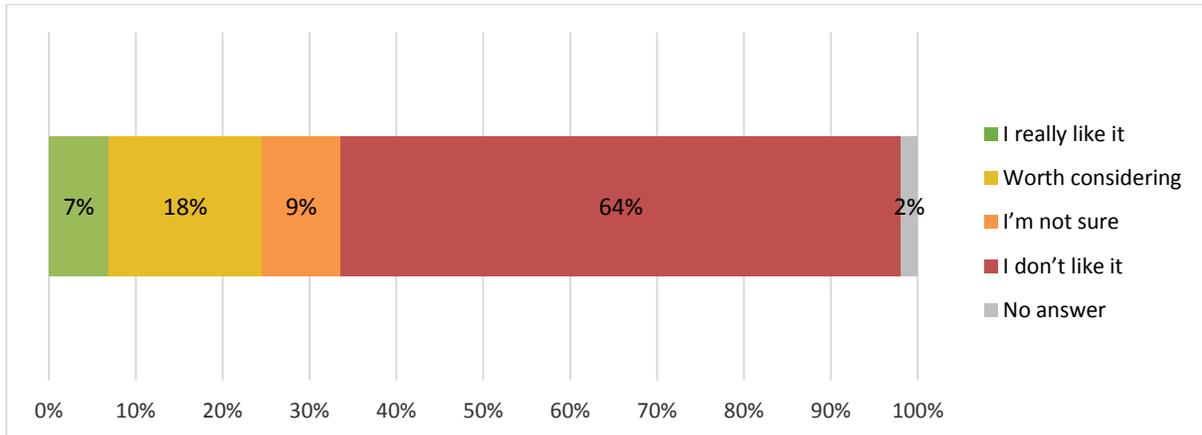


H1. Three-to-four-story stand-alone modern hotel



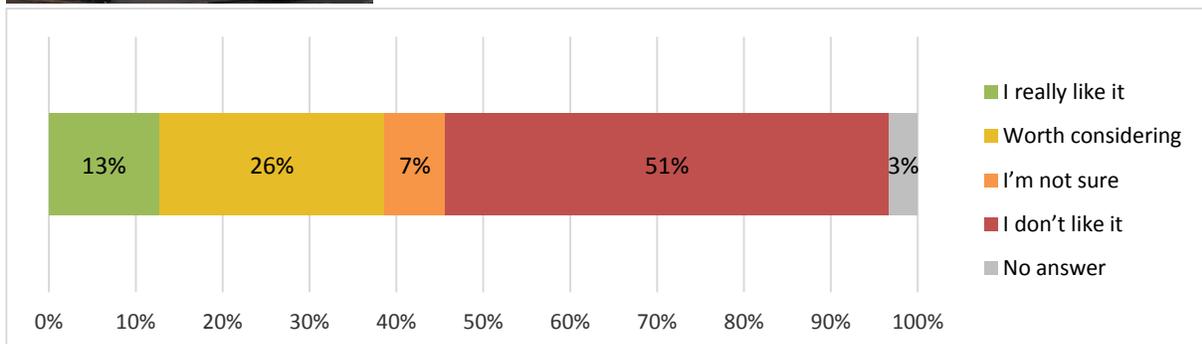
Total Responses= 365

### H2. Three-to-four-story stand-alone modern hotel



Total Responses= 363

### H3. A three-to-five story boutique hotel on a mixed-use commercial street with dining/retail on the ground floor

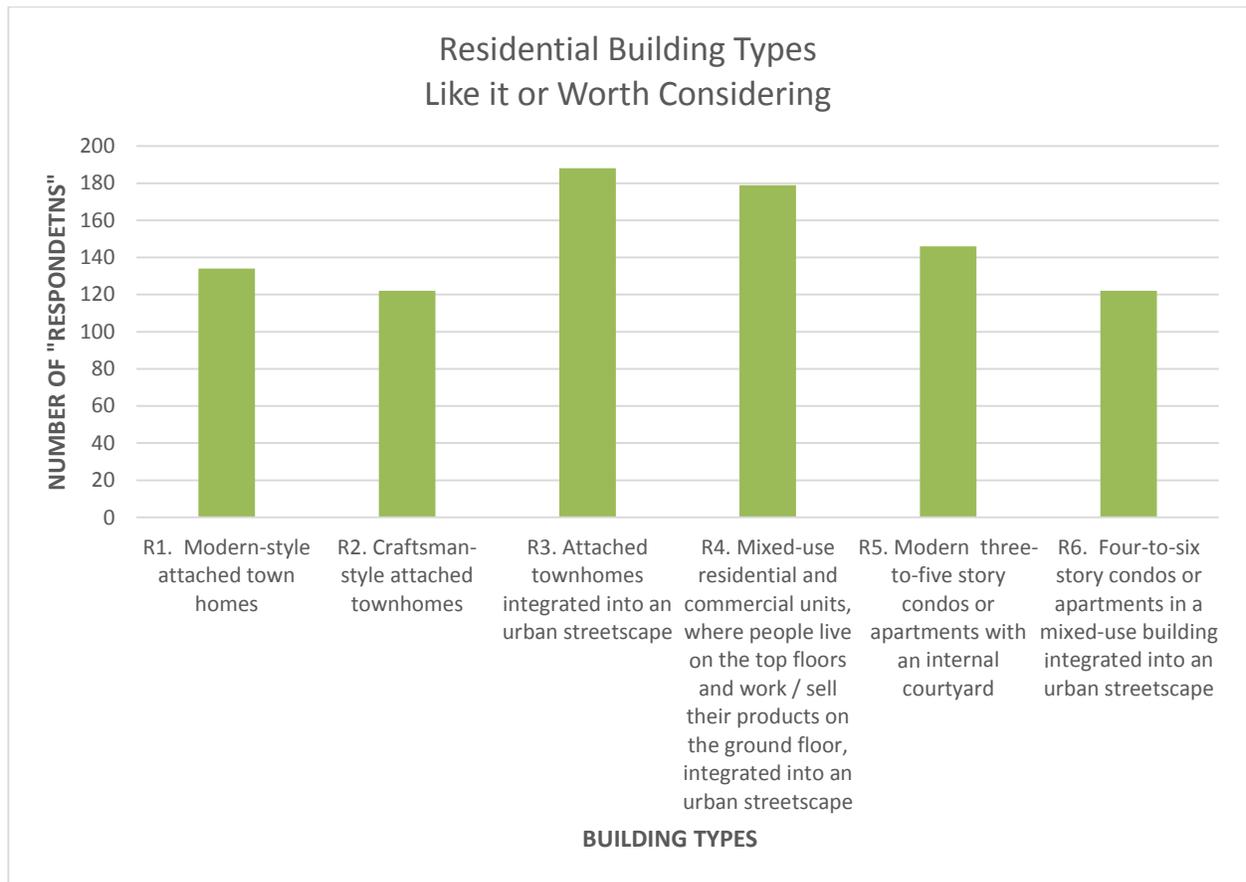


Total Responses= 362

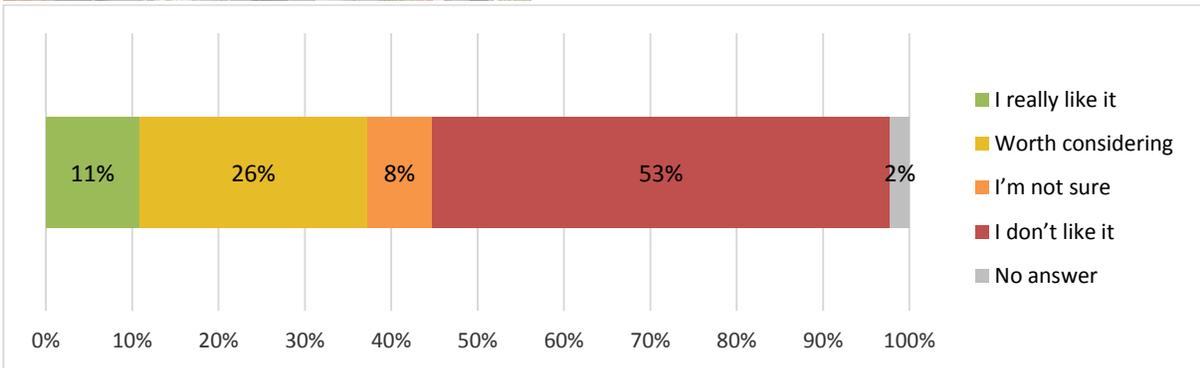
### Residential Building Types

The survey asked respondents to consider six residential building types for the future of Town Center. There was the most support for attached townhomes integrated into an urban streetscape: 22% responded that they really liked it, and 31% responded that it's worth considering. There was also a relatively high level of support for mixed use work-live spaces: 19% of respondents answer that they really liked it and 32% answered that it's worth considering.

The survey provided two examples of attached townhomes that were not integrated into an urban streetscape. They were architecturally very different—one was modern and the other was craftsman style—however they were among the least supported residential types. This supports the community's ongoing interest in lively streetscapes and public spaces. (See the building photos following the chart.)

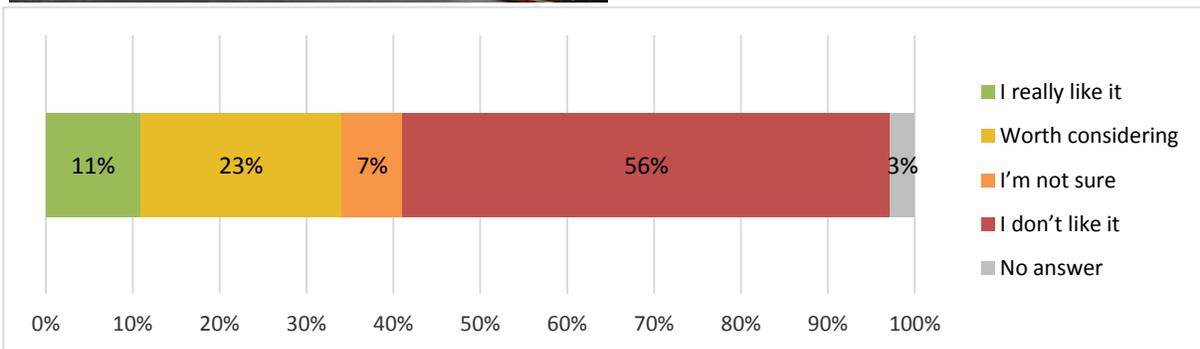


### R1. Modern-style attached town homes



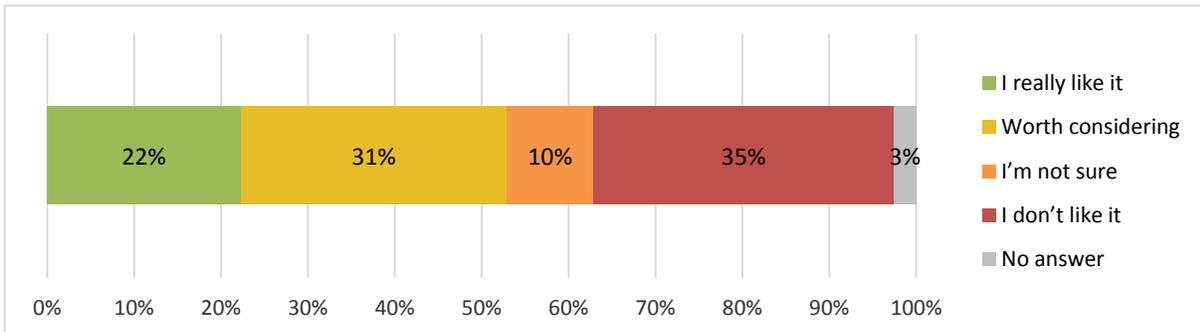
Total Responses= 360

### R2. Craftsman-style attached townhomes



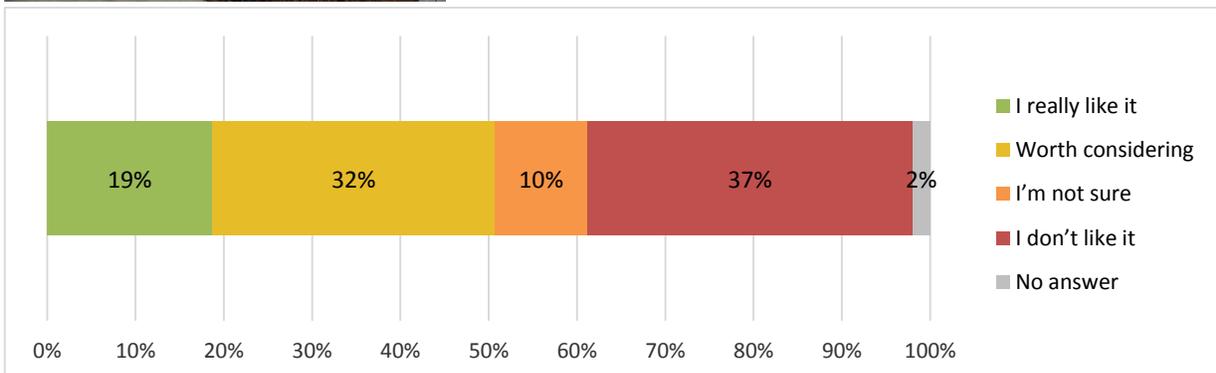
Total Responses= 358

### R3. Attached townhomes integrated into an urban streetscape



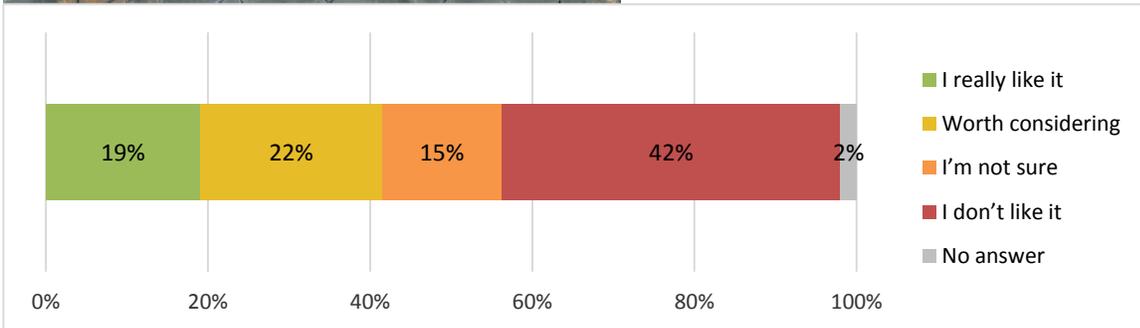
Total Responses= 355

### R4. Mixed-use residential and commercial units, where people live on the top floors and work / sell their products on the ground floor, integrated into an urban streetscape



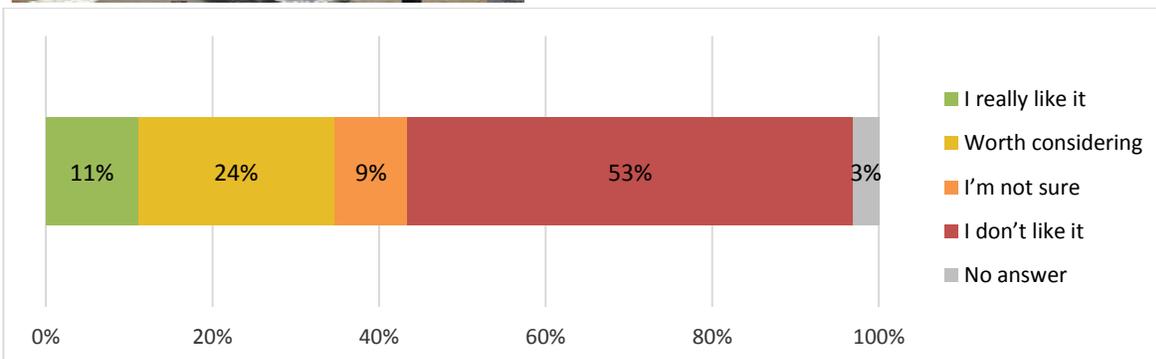
Total Responses= 353

R5. Modern three-to-five story condos or apartments with an internal courtyard



Total Responses= 352

R6. Four-to-six story condos or apartments in a mixed-use building integrated into an urban streetscape

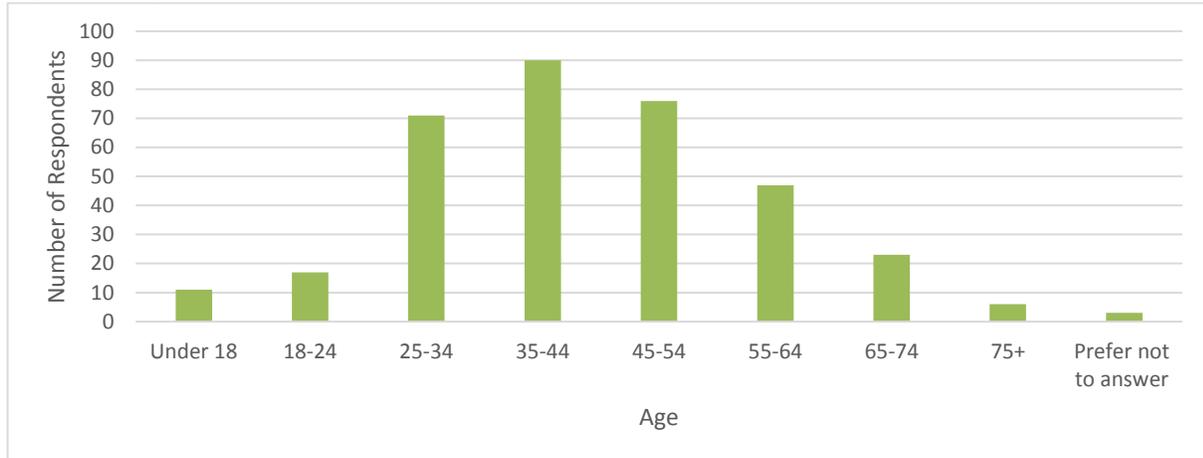


Total Responses= 352

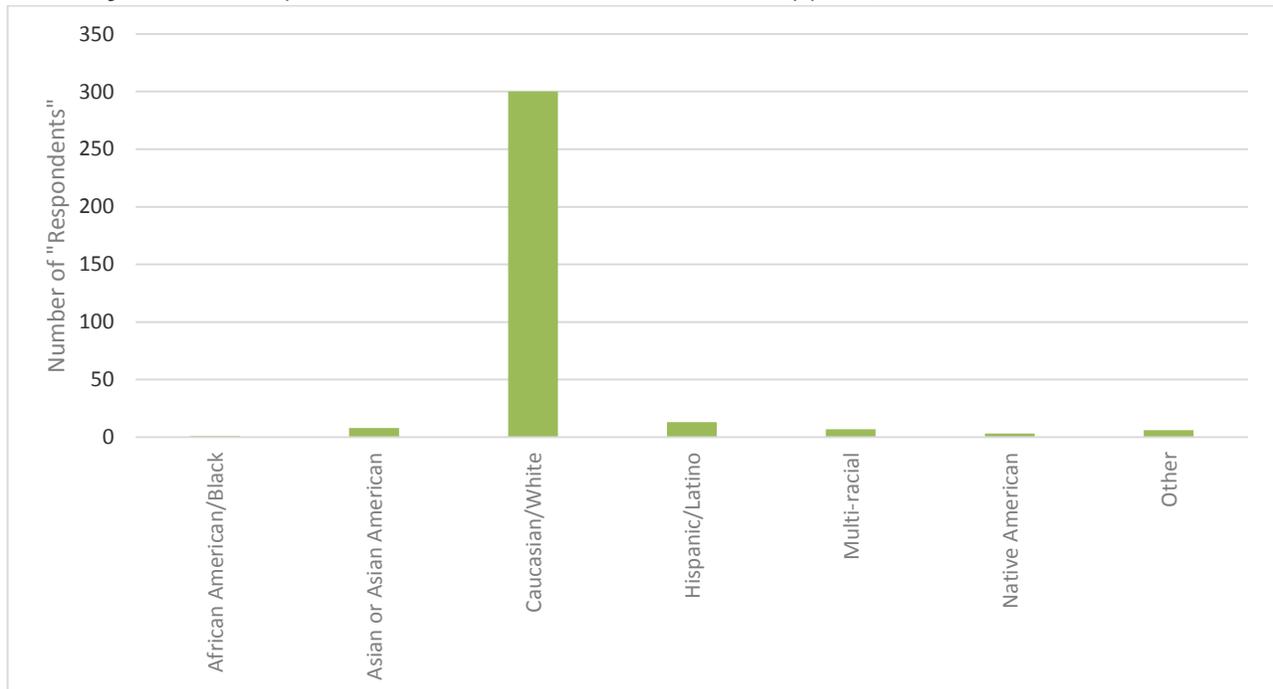
## Demographics

Survey respondents were invited to participate in an optional section of the survey in which they could share their demographic information. This information helps the project team understand who within the Wilsonville community has provided input relative to the Wilsonville population.

### Age of Respondents



### Ethnicity or Race (respondents could select all answers that applied)



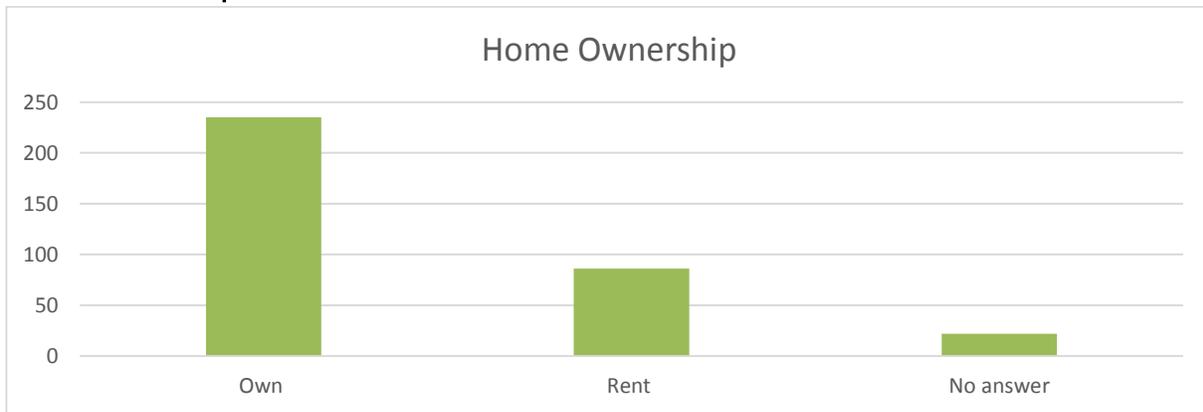
**Gender** (respondents could select all answers that applied)



**Household Income**



**Home Ownership**



## In-person Design Survey Results

In addition to the online survey, an in-person survey, similar to the electronic one, was distributed at community events. Input was gathered at:

- Library and Community Sharing Idea Centers during August
- Kiwanis Fun Run on July 29, 2017
- Fun in the Park on August 5, 2017
- Wilsonville Brewfest on August 12, 2017
- Wilsonville Community Block Party on August 16, 2017
- Three pub trivia nights:
  - Beer Station on July 19
  - Vanguard Brewing on July 25
  - Quench on August 9

The paper survey asked respondents about preferred building materials and sizes, as well as the types of activities and gathering spaces they would like to see in Town Center. This survey garnered 1510 responses from about 400 respondents. The results are below, with the most popular building size, building materials, and activity/gathering space highlighted in green.

Many of the same buildings were used in the online survey and the in-person survey. For the online survey, participants were asked to consider the buildings' use and form. The in-person survey asked participants to consider the design, including the size and building materials.

### Size

The most frequently selected buildings for preferred size were the four-story mid-rise condo and two-story stand-alone restaurant. Both buildings included activated outdoor dining areas, which has been a strong community preference throughout the Town Center Planning process.

Building	Count	Building	Count
Mid-high rise condos 	173	Two-story stand-alone restaurant 	119

Building	Count	Building	Count
Three-story mixed use 	68	Mid-high rise mixed-use office 	50
Two-to-three-story attached townhomes 	18	Two-to-three-story office building 	5

Total responses: 433

In the online survey, the mid-rise condominium was not as popular, although still received some support, while three-story buildings were preferred. One possible reason for this difference between the two surveys is that the online survey provided descriptions with heights (i.e. three-five stories) whereas the in-person survey did not include descriptions. Community members may like the look of a four-story condo building but not like the sound of four stories. It's worth noting that the height of this building is mitigated by various materials that break up the façade: varied landscaping and a deep set-back with a courtyard. The two-story stand-alone restaurant also received a high level of support in the online survey. There were two, three-story buildings. The three-story mixed-use building received more support than the three-story attached townhomes. The three-story mixed-use building is set-back from the sidewalk with an activated outdoor dining area and the third floor "steps back." These features can help a building look and feel smaller and more intimate.

### Materials

Survey participants most frequently selected the glass, stone, and wood buildings as their preferred building materials for Town Center. People did not prefer stucco. Overall survey respondents preferred natural or natural-looking building materials and earth-tone colors. The glass and stone building that scored the highest in this survey did not score very well when respondents were asked to consider it as an office building. This indicates that the overall building design was not favored even though the materials are preferred.

Building	Count	Building	Count
Glass, stone, and stucco, modern 	139	Brick and metal window framing, modern urban 	61
Cinder block with wood accents 	58	Brightly colored paint 	42
Wood, painted wood siding, painted ply, neutrals 	41	White and metal, glass accents, modern 	35
Stucco painted neutral colors 	21		

Total responses: 397

### Activities and Gathering Spaces

Survey participants most frequently indicated they would like to see outdoor dining, including food carts, in Town Center. There was also significant support for intergenerational activities and play. The interest in outdoor dining opportunities reinforces input heard throughout the Town Center Planning process, that people would like more dining options and livelier public spaces and streetscapes.

Building	Count	Building	Count
Outdoor Dining 	207	Food carts 	164
Chess (intergenerational games) 	154	Art play 	57
Paths and plazas w/ naturalized landscaping 	53	Parklet 	45

Total responses: 680

### Activity Preferences

Block Party attendees were invited to vote on the activities they would most like to see in Town Center in the future. The activities were ones community members had previously identified they would be interested in seeing in the future Town Center. Temporary versions of most of these activities were featured at the Block Party so community members could experience them in and near Town Center Park. Farmers markets, year-round activities, and food trucks were the most frequently selected responses. This interest in outdoor, social activities is aligned with visual preference survey results and input received throughout the Town Center planning process.

Activity		Count
Farmers Market		142
Year-round activities		128
Food Carts		121
Outdoor dining		56
Intergenerational Activities (ex. pickleball, chess, checkers, bocce ball)		55
Interactive Art		43

Total responses: 545

## Overall Themes

Several themes emerged across the responses to all design survey platforms.

- Commercial and restaurant uses received more support than office, residential, or hotel uses. This echoes the community's interest in more restaurant choices in Town Center that has been a prominent theme throughout the planning process.
- There is support for mixed-use buildings, especially mixed-use retail, and mixed-use office buildings. Ground floor retail with activated pedestrian spaces (wide sidewalks, seating areas) was highly popular.
- Across buildings types and uses, buildings with gathering spaces were supported.
- There is consistent support for three-story building heights across building types and uses. There is also some interest in two-story dining and four-story mixed-use multifamily residential buildings.
- Natural building materials (wood, stone, brick) and earthy colors are preferred.
- There is a strong interest in outdoor, year-round social and gathering spaces, especially outdoor dining.



## WILSONVILLE TOWN CENTER PLAN

# Wilsonville Block Party: Town Center Plan Activities

## Community Input Summary



## Event Purpose

1. **Citywide Block Party** : Bring the community together to connect with City staff and learn about City services
2. **Town Center Plan Activities**: Raise awareness about the Town Center planning process and receive input from a broad range of community members

ATTACHMENT B

# The Block Party...

- Had hundreds of participants
- Included food trucks, an outdoor dining area, lawn games, rubber duck races and more
- Included a number of interactive activities for community members of all ages to give their input on the Town Center Plan. Activities included:
  - Design preference survey: In person with dot stickers and/or online using tablets
  - Town Center activity preference survey
  - Chalkboard walls and a giant Town Center map to place ideas
  - Photo opportunities and a sidewalk chalk art contest



Three design preference survey boards prompted people to provide input about the look and feel of future Town Center. The results are on the following pages and analyzed in greater detail as part of the Community Design Survey report. PG Meeting - Dec. 4, 2017

### Building Size Preferences

### ATTACHMENT B

Building	Count	Building	Count
Mid-high rise condos 	83	Two-story stand-alone restaurant 	65
Mid-high rise mixed-use office 	36	Two-to-three-story attached townhomes 	13
Three-story mixed use 	32	Two-to-three-story office building 	2

### Building Material Preferences

Building	Responses	Building	Responses
Glass, stone, and stucco, modern 	65	Cinder block with wood accents 	38
Wood, painted wood siding, painted ply, neutrals 	32	Brick and metal window framing, modern urban 	30
Brightly colored paint 	27	White and metal, glass accents, modern 	17
Stucco painted neutral colors 	13		

## Activities and Gathering Spaces Preferences

Building	Responses	Building	Responses
Outdoor Dining 	117	Chess (intergenerational games) 	83
Food Carts 	80	Paths and plazas w/ naturalized landscaping 	33
Parklet 	32	Art play 	27



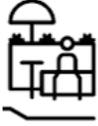
Block party participants could take the Community Design Survey online using tablets.

ATTACHMENT B



At each welcome tent, participants were invited to vote on which activities they would like to see in the future Town Center. The results are on the following page and included in the Community Design Survey report.

### Priority Activities for Future Town Center

Activity		Count
Farmers Market		142
Year-round activities		128
Food Carts		121
Outdoor dining		56
Intergenerational Activities (ex. pickleball, chess, checkers, bocce ball)		55
Interactive Art		43

ATTACHMENT B



Participants used sticky notes on a giant map to provide input about where they would like to see improvements or changes in Town Center.



A variety of input was provided on the Town Center map. Because of the Block Party's location in Town Center Park, most people's ideas were focused on the park and adjacent area. The most popular idea was an indoor/outdoor pool in Town Center. Other responses suggested new facilities for recreation and play, such as disc golf and playgrounds. A word cloud illustrating frequently provided ideas is on the following page.





ATTACHMENT B



ATTACHMENT B



A Chalk Art Contest engaged even the Block Party's youngest attendees and their parents in thinking about the future of Town Center. There were a variety of creative ideas and illustrations. The "winning" chalk art is featured on the following page.



ATTACHMENT B

# Next Steps

- The Project Team will develop design alternatives based on community input.
- The Task Force will meet in October to review the public input and design concepts.
- Concepts will be available for public review in late Fall 2017.



**WILSONVILLE TOWN CENTER PLAN**



## WILSONVILLE TOWN CENTER PLAN

### Community Design Concept

Over the last year, the project team has conducted a variety of community engagement activities to receive input on the future of the Town Center. This resulted in a community-driven vision and set of goals that provide overarching guidance for the future development of Wilsonville’s Town Center. Through Phase 2 of public engagement, community members identified their priorities and preferences related to the types of development, transportation, and open spaces they would like to see in Town Center. Land uses and activity centers, multi-modal transportation circulation, and open/green space networks are the major building blocks of a built environment. Each of these building blocks can take a variety of shapes (ex. single-story or multi-story buildings, wide car-oriented or narrower two-way pedestrian-oriented streets). The shape of each building block impacts the potential land uses, mobility, and open spaces (ex. narrower streets with pedestrian amenities and active storefronts facing the street encourage walking).

The Project Team used the community input and technical findings to create three design concepts for each building block (described below). On October 23, 2017, the Town Center Task Force evaluated and refined these concepts to create one Community Design Concept for Town Center. The Task Force used the Town Center Plan vision and goals to evaluate their proposed Community Design Concept.

#### VISION

*Town Center is a vibrant, walkable destination that inspires people to come together and socialize, shop, live and work. Town Center is the heart of Wilsonville. It is home to active parks, civic spaces, and amenities that provide year-round, compelling experiences. Wilsonville residents and visitors come to Town Center for shopping, dining, culture, and entertainment.*

#### GOALS

1. **Environmental Stewardship.** Integrate nature into the design and function of infrastructure and development in Town Center to protect Wilsonville’s natural resources.
2. **Harmonious Design.** Create urban design standards for pedestrian-oriented building and street design and a variety of quality building types and land uses.
3. **Mixed Uses.** Provide for interconnected land uses that incorporate play and recreation, retail, services, dining and entertainment, and increased opportunities for residential and employment uses.
4. **Safe Access and Connectivity.** Provide transportation infrastructure that creates a safe, accessible environment for all modes of travel in Town Center, fosters multimodal access between buildings and land uses in Town Center, connects to surrounding neighborhoods, and provides local and regional accessibility.
5. **Community Gathering Places.** Provide vibrant, diverse and inclusive spaces that bring people together with activities and events for year-round fun, culture and socializing.
6. **Economic Prosperity.** Create opportunities to support and grow existing businesses and attract new businesses that provide a diverse range of local and regional retail, entertainment, and commercial activities.

## COMMUNITY DESIGN BUILDING BLOCKS

Three approaches for each building block (open space and green spaces, transportation and circulation, and land uses and activity centers) are described below. This section is followed by potential alternative design concepts, presented to the Task Force by the project team, that layer all the building blocks in three different configurations.

### Open Space and Green Spaces

The community prioritized parks, green spaces, and public gathering spaces are important elements of the future Town Center. The existing Town Center Park is a destination, especially during the summer, and is valued by many community members. Additionally, Memorial Park and Murase Plaza are considered by community members as being part of Town Center though not included in the official Wilsonville Town Center boundary. These two parks are cornerstones of the existing Town Center's open/green space network. However, the community is interested in additional green spaces and integrating more nature into the design of Town Center. There are different approaches to expanding and diversifying the open and green spaces.

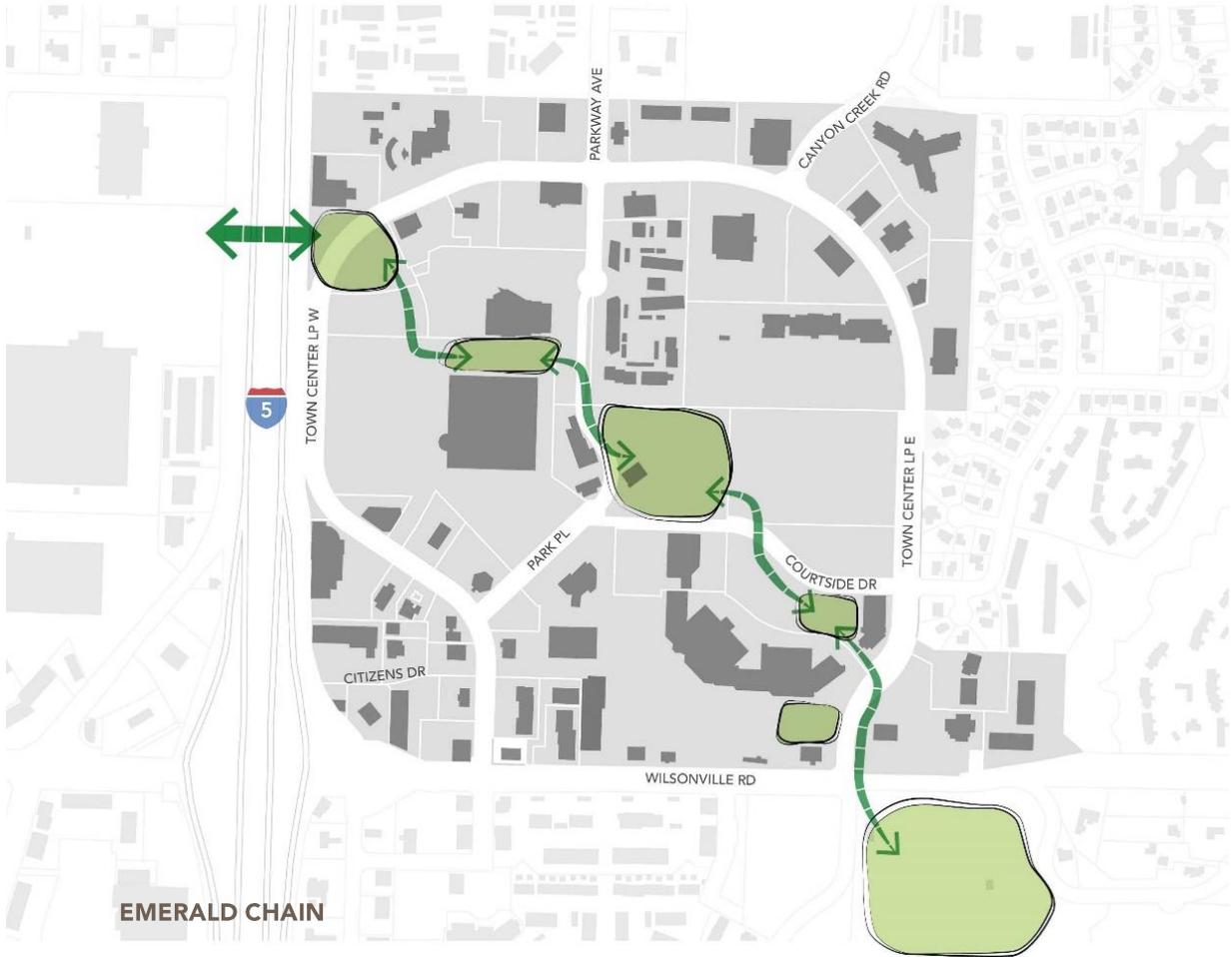
### Transportation and Circulation

Currently, Town Center has an auto-oriented transportation system defined by the Town Center Loop. While there are pieces of bicycle and pedestrian infrastructure and transit service, there is limited connectivity for these travel modes. Vehicle travel is relatively smooth, but there is peak hour congestion on Wilsonville Road that is a concern for many community members. The Town Center Planning process has identified opportunities for improved connections within Town Center and between Town Center and adjacent neighborhoods.

### Land Uses and Activity Centers

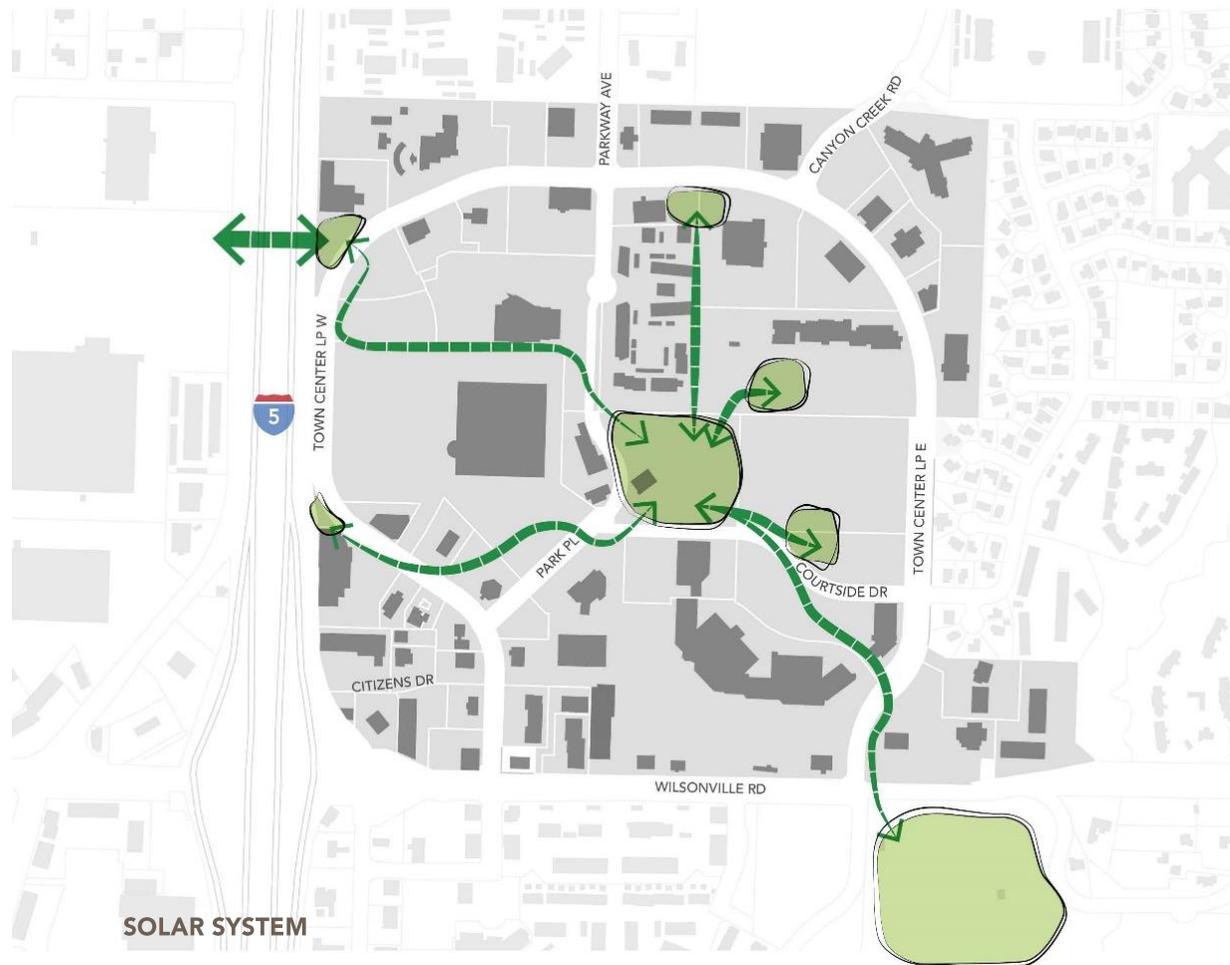
Town Center includes primarily one and two-story buildings served by an abundance of surface parking. There is a mix of uses that include health services, civic, educational, entertainment, retail and other commercial uses. Throughout the planning process, community members expressed a strong interest in varied retail options, especially dining. People are interested in mixed-use buildings and want to see ground floor retail with activated pedestrian spaces (wide sidewalks, seating areas). Community members also want year-round opportunities for recreation, activities, and social gatherings. The following approaches identify ways land uses might be located and types of uses in specific areas.

Parks, Open Spaces and Greenways



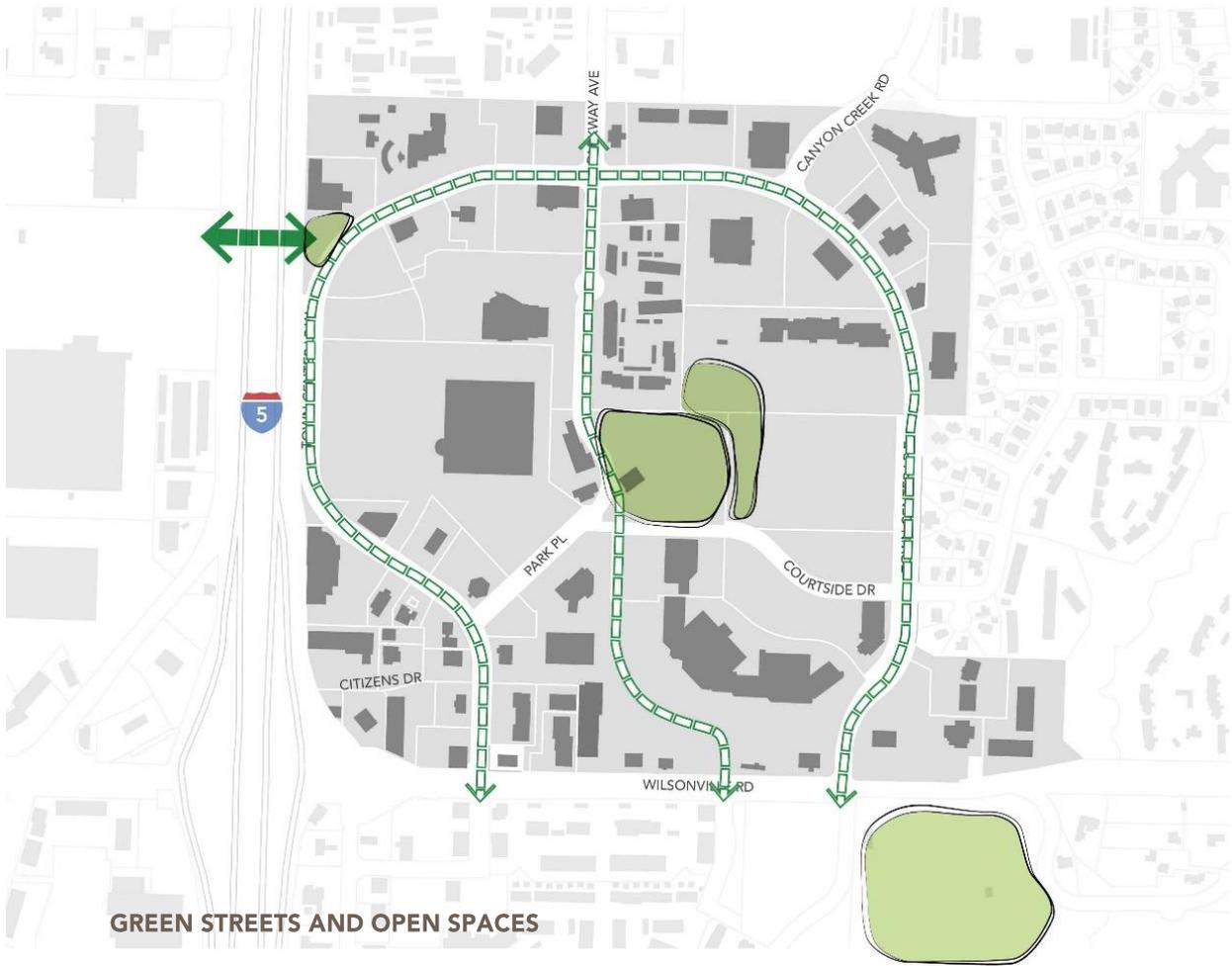
**The Emerald Chain:** This approach connects existing parks such as Town Center Park and Memorial Park with a series of small plazas and greenspaces by utilizing green streets and trails. It also connects these open and green spaces to the future bicycle and pedestrian bridge over I-5.

Parks, Open Spaces and Greenways



**Solar System:** This approach positions Town Center park as the hub of Town Center, with greenway connections to smaller open and green spaces throughout Town Center. Each small open space would provide public social areas that primarily serve the surrounding buildings.

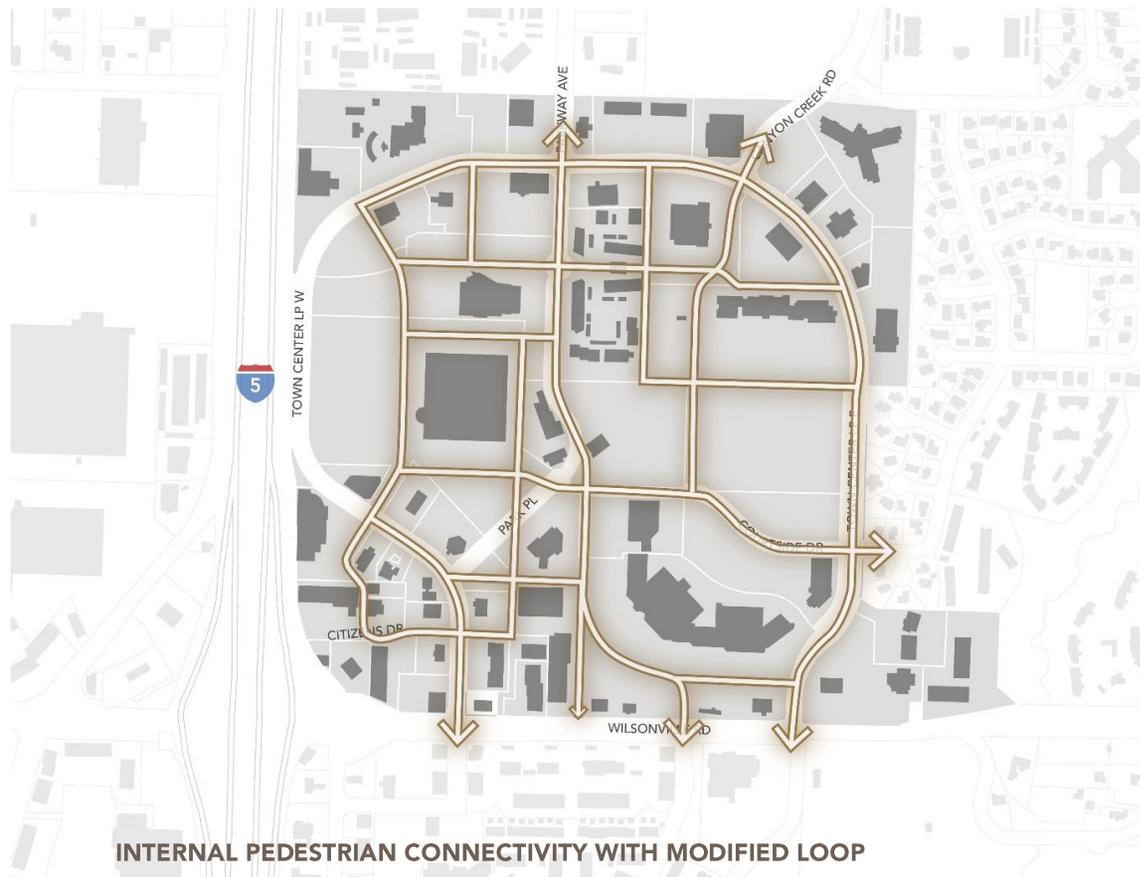
Parks, Open Spaces and Greenways



**Green Streets and Open Spaces:**  
This approach incorporates natural and open space elements into the streetscape through bioswales and other vegetated stormwater management facilities, landscaped medians, and street trees. These streets are bicycle- and pedestrian- oriented with wide sidewalks and substantial planted buffers.

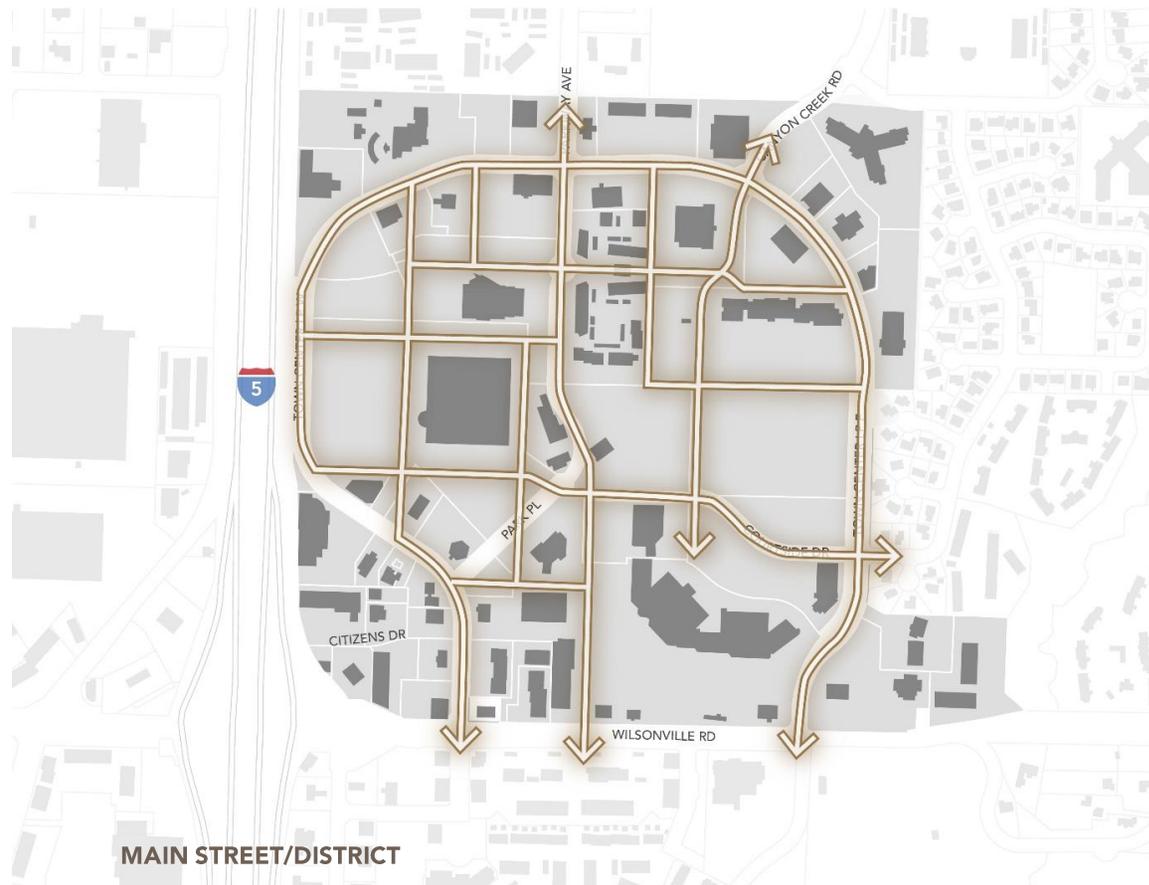


## Transportation and Circulation



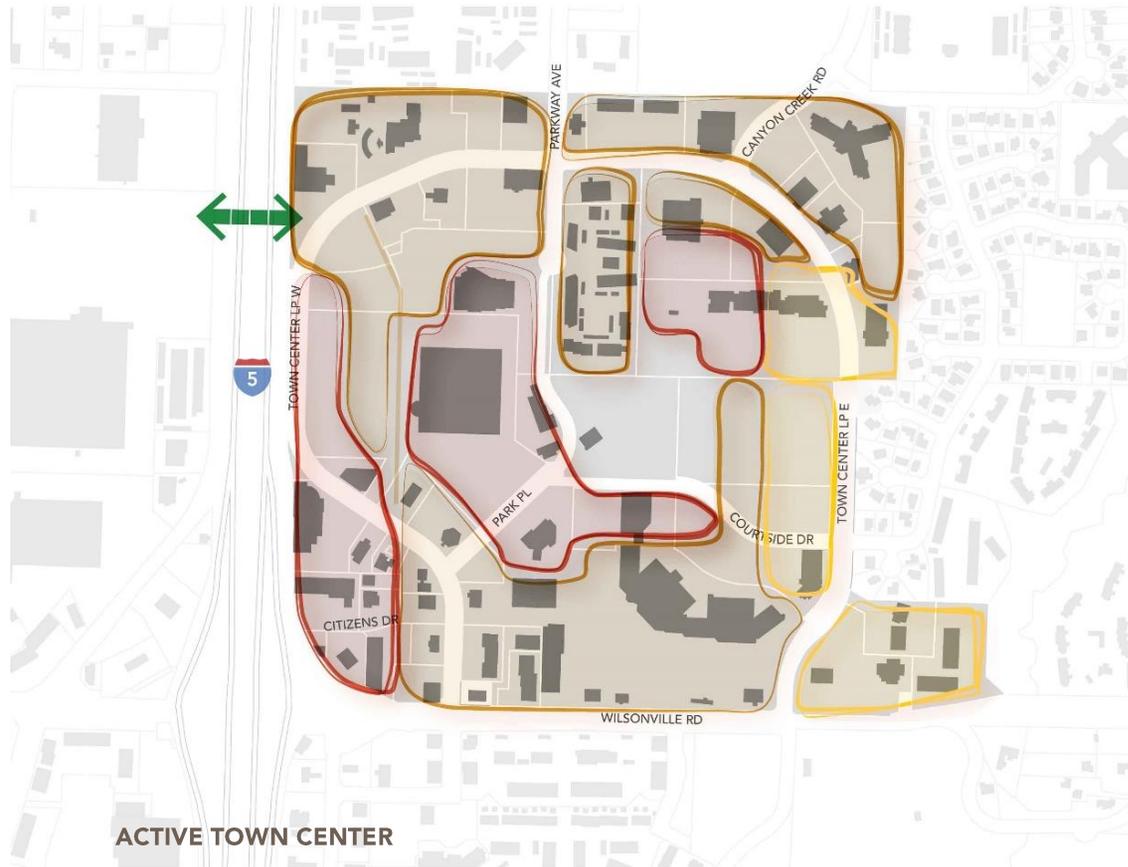
**Increased Internal Connectivity with Modified Loop:** This approach closes the southwest corner of the Loop to through traffic, while maintaining bicycle and pedestrian access. This concept also pulls congestion away from the currently congested intersection at Wilsonville Road by creating a new intersection east of the current location. The new intersection would be located at or nearby the entrance to the shopping center. The new road network and the new north/south connection in front of Fry's creates more direct access and more road frontage for businesses. Removing the western portion of the Town Center Loop W. also increases development potential immediately adjacent to I-5.

### Transportation and Circulation



**Main Street / District:** This approach establishes the Parkway as the central spine and main street of Town Center. The street would be pedestrian-oriented, framed with buildings and providing high visibility for businesses. It also frames Town Center Park with a direct and distinct street grid that is easier to navigate than today's current network of streets.

Land Uses and Activity Centers



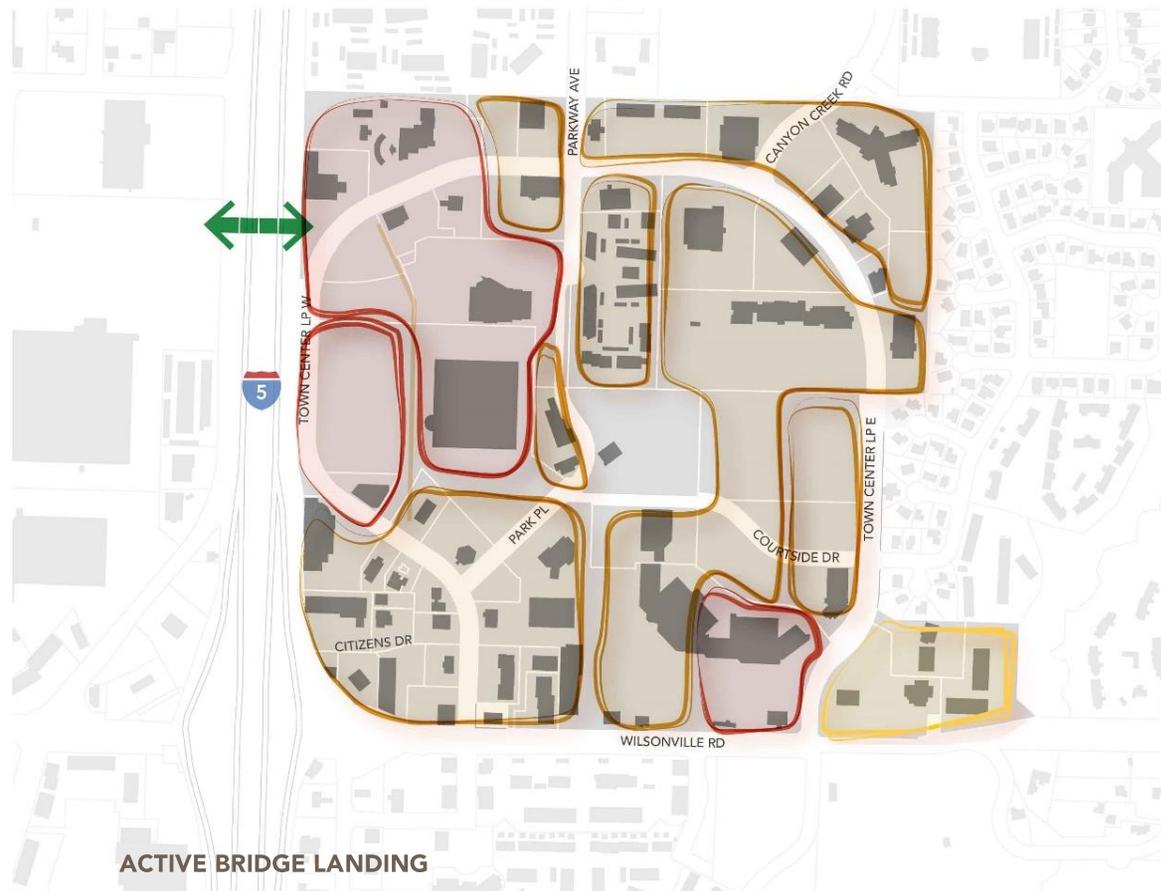
**Active Town Center Park:** This approach focuses development and active uses around Town Center Park. Taller mixed-use development (four to five stories) would be located around Town Center Park to increase activity in the central portion of Town Center. Building heights vary in other locations, from taller buildings on the western edge, to lower density one- to two-story buildings on the eastern edge. The taller buildings on the west side of Town Center would increase visibility from I-5, while the lower density buildings on the east side would provide a transition from adjacent residential neighborhoods.

**Red:** 4-5 stories

**Orange:** 2-4 stories

**Yellow:** 1-2 stories

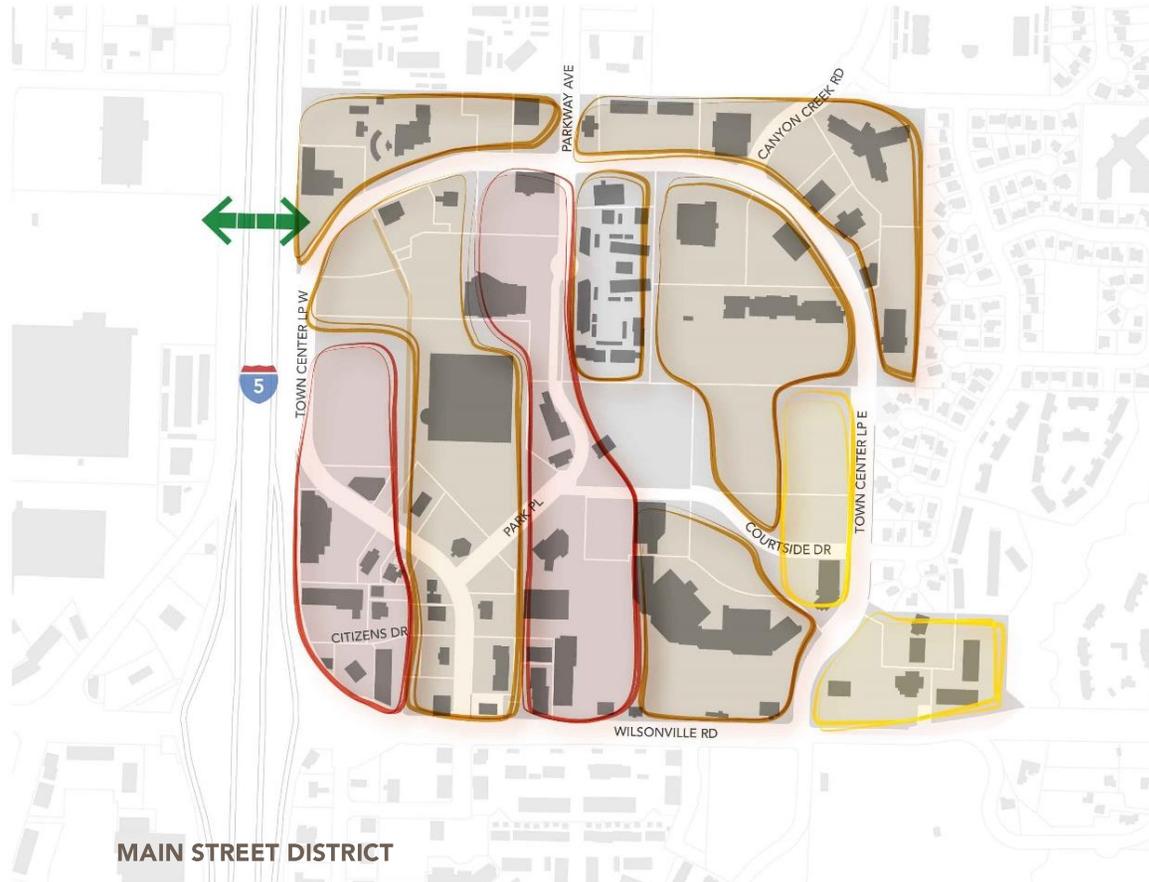
### Land Uses and Activity Centers



**Active Bridge Landing:** There is a planned bicycle and pedestrian bridge over I-5 that would land in the northwest corner of Town Center. This approach envisions the landing as a hub of activity with people using the bridge to reach West Wilsonville, SMART Central Station, and the WES Transit Station. The bridge landing would incorporate a public plaza with four-to five-story buildings nearby in the northwest corner of Town Center. The remainder of Town Center would be developed with moderate building heights (two-to four-stories) except for the southeast corner that would be one-to two-stories.

- Red:** 4-5 stories
- Orange:** 2-4 stories
- Yellow:** 1-2 stories

### Land Uses and Activity Centers



#### Main Street District:

Complementing the Main Street Circulation approach, a Main Street District would concentrate the tallest buildings and active uses around a Town Center Main Street. This land use approach creates a highly walkable mixed-use spine through Town Center with additional residential, office and other uses located along side streets. This land use approach would also focus attention on the Parkway/Civic Drive intersection as the key corner for activity adjacent to the park.

**Red:** 4-5 stories

**Orange:** 2-4 stories

**Yellow:** 1-2 stories

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## PROJECT TASK FORCE COMMUNITY DESIGN CONCEPT ALTERNATIVE

On October 23, the Town Center Plan Task Force participated in a work session to review the Alternative Building Blocks developed by the Project Team. Guided by the community engagement results, the Task Force worked in two groups, layering, and modifying the building blocks, to create a concept that would support the Town Center Plan Vision and Goals. Both groups independently selected the same building blocks:

- Parks and Open Spaces: Emerald Chain + Green Streets
- Circulation: Modified Loop + Mainstreet
- Land use: Mainstreet

The Task Force focused on the Harmonious Design project goal. There was discussion that this should be an overarching goal and is most important to achieving the Town Center vision. A Community Design Concept that illustrates the Task Force's preferences and priorities is on the following page. Themes from the Task Force's discussion include:

### Green Space:

- Transform Park Place into a Greenway where it connects to Citizen's Drive.
- Add open spaces/plazas in the southwest quadrant.
- Connect the Boeckman Creek Trail to Town Center.
- There was concern that new open spaces be public and/or publicly accessible; not all open spaces and plazas should be associated with commercial uses (i.e. someone should be able to find a nice place to sit outside without needing to buy coffee).

### Connectivity:

- Traffic-calming is needed throughout Town Center.
- Improve the connectivity between Town Center and businesses and residents on the south side of Wilsonville Road. Enhance pedestrian crossings on Wilsonville Road at: Rebekah St., Holly St., Town Center Loop W. and Memorial Drive/Town Center Loop E.
- To help reduce traffic congestion on Wilsonville Road at Town Center Loop W., add streets and access points to Wilsonville Road, including:
  - Extending Parkway Ave. to Wilsonville Road.
  - Creating a new road across from Rebekah that connects to the Parkway extension; this could be a pedestrian-only crossing.
- There is a need for a diagonal connection across Town Center from the northeast corner (Canyon Creek Road) to the southwest quadrant.
  - Canyon Creek has high quality bicycle and pedestrian facilities and a new road should continue these facilities.
  - Potential for a pedestrian mall from Town Center Park to Wilsonville Road, along Park Place.

### Land Use:

- The bridge landing should be active 24/7 with commercial uses to create an engaging and safe gateway into Town Center.
- Four-to-five story development along I-5 will act as a sound barrier and should not be residential.
- Multi-use, taller buildings with active ground floor uses are recommended in the Main Street District.
- A variety of building heights should be incorporated in Town Center.

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# COMMUNITY DESIGN CONCEPT

ATTACHMENT C

**Moderate Activity**  
ENTERTAINMENT  
(2 - 4 STORIES)

**Moderate Activity**  
MIXED USE: RESIDENTIAL, RETAIL,  
RESTAURANT (2 - 4 STORIES)

**High Activity**  
MAIN STREET DISTRICT,  
MIXED USE: RESIDENTIAL, RETAIL,  
RESTAURANT, SMALL OFFICE AND  
PROFESSIONAL CRAFT SPACE  
(4 - 5 STORIES)

**Moderate Activity**  
EDUCATION, HEALTH CARE,  
MIXED USE: OFFICE,  
COMMERCIAL, RESIDENTIAL  
(2 - 4 STORIES)

PEDESTRIAN BRIDGE



TOWN CENTER LP W

WAY AVE

CANYON CREEK RD

**High Activity**  
ENTERTAINMENT, MIXED USE: OFFICE,  
RETAIL, RESTAURANT  
(4 - 5 STORIES)

**Low Activity**  
CIVIC, RESIDENTIAL, MIXED-USE, COM  
MERCIAL, OFFICE  
(1-2 STORIES)

**Moderate Activity**  
MIXED USE: RESIDENTIAL, RETAIL,  
RESTAURANT (2 - 4 STORIES)

CITIZEN

TOUR SIDE DR

WILSON VILL



Parks



Greenway  
Connections



Multimodal  
Intersection  
Improvements



Green Streets

Joint CC/PC Meeting - Dec. 4, 2017

Page 15 of 15





**2. Previous City appointments, offices or activities:**

None.

**3. What experience/training/qualifications do you bring to this Committee? You may attach a resume.**

See attached resume.

**4. What specific contribution do you hope to make?**

As a seasoned professional in the tourism industry, I hope to be able to bring my expertise and perspective to the Committee. Both Evergreen Aviation & Space Museum and I believe strongly in the importance of serving the community, and this is a great way to accomplish that.

**Signature:** Brandon Roben Digitally signed by Brandon Roben  
Date: 2017.11.21 14:59:20 -08'00'

**Date:** 11/21/2017

**The Tourism Promotion Committee is scheduled to meet at least 4 times per fiscal year with the meeting dates set by the Committee.**

For office use only:

Please return this form to:

Date Received:	City Recorder 29799 SW Town Center Loop E. Wilsonville, OR 97070  503-570-1506 503-682-1015 (FAX) <a href="mailto:king@ci.wilsonville.or.us">king@ci.wilsonville.or.us</a>
Date Considered:	
Action by Council:	
Term Expires:	

## BRANDON ROBEN

---

31050 SW Sandy Court  
Wilsonville, OR 97070  
(971) 404-7740  
brandon.roben@evergreenmuseum.org

### LEADERSHIP EXPERIENCE

2011 – Present                                      Evergreen Aviation & Space Museum                                      McMinnville, OR

#### **Executive Director (2016 – Present)**

- Provide leadership, guidance, and general supervision over the administrative affairs of the museum
- Oversee the daily business operations and the physical buildings, grounds, and infrastructure of the museum campus
- Work closely with the support departments to ensure the financial, operational, and cultural health of the organization in accordance with the museum strategic business plan and the vision and direction of the Board of Directors
- Develop and adapt new income strategies across departments aligned with organizational priorities
- Establish and maintain working relationships with local businesses, the media, the community, and guests

#### **Chief Operating Officer (2015 – 2016)**

- Managed and directed all aspects of operation and maintenance for the museum campus
- Supported department heads in the creation and management of \$6.6MM operating budgets and staffing plans, reflecting short-term and long-term goals
- Operated in fast-paced, high-demand environment creatively solving diverse customer service challenges
- Developed and refined policies and procedures to maximize operational efficiency

#### **Director of Waterpark Operations and Campus Safety (2011-2015)**

- Worked alongside general contractor to successfully open new indoor waterpark facility
- Ensured current and future compliance with Federal, State, and Local laws
- Received award for Outstanding Employee Training Program from World Waterpark Association
- Received Platinum International Aquatic Safety Award from Jeff Ellis & Associates for 2014 and 2015

2008 – 2010                                      Six Flags America                                      Upper Marlboro, MD

#### **Operations Manager**

- Managed daily operation of Aquatics Department & 150+ employees
- Managed operating budget, to include Labor and Operating Expenses, forecast monthly spending
- Recruited, hired and trained Lifeguards, Leads, Supervisors and Senior Supervisors
- Served as Co-Chairman of the Risk Management Safety Committee

2000 – 2008                                      Six Flags Magic Mountain & Hurricane Harbor                                      Valencia, CA

#### **Park Supervisor, Aquatics Supervisor, Headgaurd, Lifeguard, EMT**

- Supervised daily operation of waterpark & 250+ employees
- Instructed first aid, CPR, AED, and rescue management, resulting in 450+ certified lifeguards
- Developed new testing procedures for lifeguards, increasing course consistency
- Organized, trained and led two award-winning competition lifeguard teams

### MILITARY EXPERIENCE

2003 – Present                                      United States Army Reserve                                      Vancouver, WA

#### **E-5 Sergeant, Orthopedic Specialist/Healthcare Specialist (68B/68W)**

- Provide care and transport of sick and injured soldiers to a higher echelon of care
- Trained in traction, fiberglass and plaster cast application and removal, and basic in-hospital wound care
- Provide annual training support to Basic Training soldiers and Reserve Officer Training Corps cadets

### EDUCATION

#### **B.S. in Management**

University of Phoenix – Phoenix, AZ, April 2015 – Delta Mu Delta Honor Society

#### **A.A.S. in Emergency Medical Technology**

College of Emergency Services – Milwaukie, OR, December 2010

#### **Mobile Intensive Care Paramedic**

Northern California Training Institute – Buellton, CA, July 2008

# **CITY COUNCIL ROLLING SCHEDULE**

## **Board and Commission Meetings 2017**

### **Items known as of 11/29/17**

#### **December**

<b>DATE</b>	<b>DAY</b>	<b>TIME</b>	<b>EVENT</b>	<b>LOCATION</b>
12/11	Monday	6:30 p.m.	DRB Panel A	Council Chambers
12/12	Tuesday	1:00 p.m.	Tourism Promotion Committee	Willamette River Rooms
12/13	Wednesday	1:00 p.m.	Wilsonville Community Seniors, Inc. Advisory Board	Community Center
12/13	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
12/14	Thursday	4:30 p.m.	Parks and Recreation Advisory Board Meeting	Parks and Recreation Administrative Offices
12/18	Monday	7:00 p.m.	City Council Meeting	Council Chambers
12/27	Wednesday	6:30 p.m.	Library Board Meeting	Library
12/28	Thursday	6:30 p.m.	DRB Panel B - <b>TENTATIVE</b>	Council Chambers

#### **January**

<b>DATE</b>	<b>DAY</b>	<b>TIME</b>	<b>EVENT</b>	<b>LOCATION</b>
1/4	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
1/8	Monday	6:30 p.m.	DRB Panel A	Council Chambers
1/10	Wednesday	1:00 p.m.	Wilsonville Community Seniors, Inc. Advisory Board	Community Center
1/10	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
1/11	Thursday	4:30 p.m.	Parks and Recreation Advisory Board Meeting	Parks and Recreation Administrative Offices
1/17	Wednesday	6:00 p.m.	Wilsonville Citizens Academy	City Hall
1/18	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
1/22	Monday	6:30 p.m.	DRB Panel B	Council Chambers
1/24	Wednesday	6:30 p.m.	Library Board Meeting	Library

#### **Community Events:**

- 12/16** Curiosity Café - Holiday Stories with Ken Iverson 1:00 p.m. to 3:00 p.m. at Library
- 12/18** Holiday Light Drive to PRI "Winter Wonderland", 6:30 p.m. to 8:30 p.m. meet at Community Center
- 12/19** Holiday Light Drive to PRI "Winter Wonderland", 6:30 p.m. to 8:30 p.m. depart from Community Center

- 12/20** Holiday Light Drive to PRI “Winter Wonderland”, 6:30 p.m. to 8:30 p.m. depart from Community Center
- 12/25** City Offices Closed – Christmas Day
- 1/1** City Offices Closed – New Year’s Day
- 1/6** Annual Cub Scout Tree Recycling Event at the City Hall parking lot.
- 1/15** City Offices Closed – Martin Luther King Day

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



**CITY COUNCIL MEETING  
STAFF REPORT**

<p><b>Meeting Date:</b> December 4, 2017</p>	<p><b>Subject: Resolution No. 2659</b>                  Authorizing the Professional Services Agreement with Murraysmith, Inc. to Provide Engineering and Consulting Services for the Memorial Park Pump Station Replacement Project (CIP #2065)</p> <p><b>Staff Member:</b> Mike Ward, P.E.</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  <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</p>	<p><input type="checkbox"/> Approval  <input type="checkbox"/> Denial  <input type="checkbox"/> None Forwarded  <input type="checkbox"/> Not Applicable</p>	<p><b>Comments:</b></p>
<p><b>Staff Recommendation:</b> Staff recommends that Council adopt the Consent Agenda.</p>		
<p><b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.</p>		
<p><b>Project / Issue Relates To:</b> <i>[Identify which goal(s), master plans(s) your issue relates to.]</i></p>		
<p><input type="checkbox"/> Council Goals/Priorities</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s)                  Memorial Park Master Plan,                  Collection System Master Plan</p>	<p><input type="checkbox"/> Not Applicable</p>

**ISSUE BEFORE COUNCIL:**

Authorize the City Manager to execute the Professional Services Agreement (PSA) with Murraysmith, Inc. to complete engineering and consulting work for the Memorial Park Pump Station replacement project.

**EXECUTIVE SUMMARY:**

Staff issued a Request for Proposals (RFP) in 2012 which included three phases. The first phase was to update the Collection System Master Plan. The second phase was the review of several pump stations. The third phase is for the design of a replacement to the Memorial Park Pump Station that will remove the pump station from the currently mapped 100-year floodplain and provide capacity increases required to serve growth as identified by the 2014 Wastewater Collection System Master Plan. Based on the proposals submitted, Murray Smith was awarded Phase 1 and 2 of the project.

Staff has now negotiated with MurraySmith for Phase 3 to determine an appropriate scope and fee of \$492,414 (see Resolution attachments). The scope details design services, including a new force main up to Memorial Drive, DEQ permitting and construction phase services.

**EXPECTED RESULTS:**

When completed, Public Works will be able to access the pump station during the currently mapped 100-year flood inundation. The pump station will be designed to serve currently expected growth needs for its basin and will look at capacity staging, which may result in allowing for a third pump in the future when the need develops.

**TIMELINE:**

The design is expected to take nine months, including surveying and geotechnical work. Once design is at 90% we will be able to start permitting requirements with the State, which has historically taken an average of six months to complete. This would allow construction to begin in mid-2019. Construction is expected to take two years.

**CURRENT YEAR BUDGET IMPACTS:**

The revised 2017-18 budget authorizes a total of \$624,250 for the project, CIP #2065. This amount will not all be spent in FY 2017-18 since this is a multi-year project. The 2017-18 budget also describes future year costs needed for pump station construction.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: SCole Date: 11/27/2017

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 11/27/2017

**COMMUNITY INVOLVEMENT PROCESS:**

The Memorial Park Master Plan went through an extensive public involvement process, including the Parks Board, where the location of the pump station was determined. The 2014 Wastewater System Master Plan, adopted by Council, identifies the need for a new pump station.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY** (businesses, neighborhoods, protected and other groups):

The project will benefit the community by providing needed future capacity and making it more flood-resilient.

**ALTERNATIVES:**

Flood walls could be constructed around the existing pump station, however, that would require changes to the access road and would still not allow Public Works employees to safely access the site during a flood event or address future capacity needs.

**CITY MANAGER COMMENT:**

**ATTACHMENTS:**

Resolution No. 2659

**RESOLUTION NO. 2659**

**A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS ITS LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MURRAYSMITH, INC. TO PROVIDE ENGINEERING AND CONSULTING SERVICES FOR THE MEMORIAL PARK PUMP STATION REPLACEMENT PROJECT (CIP #2065)**

WHEREAS, in June 2012, the City of Wilsonville (“City”) solicited a Request for Proposals (“RFP”) for consulting and engineering services regarding the City’s wastewater collection system; and

WHEREAS, the RFP identified three (3) phases of consulting and engineering services over multiple years; and

WHEREAS, through a competitive procurement process as required by the Wilsonville Code and the Oregon Revised Statutes, the City selected Murraysmith, Inc. (formerly known as Murray, Smith & Associates, Inc.) as the firm to render the services; and

WHEREAS, the City has separately contracted with Murraysmith, Inc. for each of the three (3) phases; and

WHEREAS, pursuant to Resolution No. 2380, and as Phase 1 of the RFP, the City contracted with Murraysmith, Inc. to assist in the drafting of the 2014 Update to the Wastewater Collection System Master Plan (“2014 Update”), which was adopted by the City Council in accordance with Ordinance No. 766; and

WHEREAS, pursuant to Resolution No. 2433, the City contracted with Murraysmith, Inc. to provide an analysis of specific wastewater facilities to identify improvement options, which was identified as Phase 2 in the RFP; and

WHEREAS, the 2014 Update identified the need to replace the Memorial Park pump station; and

WHEREAS, the City deems it beneficial to award Phase 3 of the RFP, which consists of replacing the Memorial Park pump station; and

WHEREAS, negotiations between City staff and Murraysmith, Inc. have resulted in a scope of work and budget of \$492,414; and

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

1. The City Council, serving in the role of Local Contract Review Board, adopts the above recitals as findings and incorporates them by reference as if fully set forth herein.
2. The City Council, acting as the Local Contract Review Board, does hereby approve and authorize the City Manager to execute a Professional Services Agreement for the consulting and engineering services relating to the Memorial Park pump station replacement project in the amount of \$492,414 between the City of Wilsonville and Murraysmith, Inc., in substantially similar form to the Professional Services Agreement attached hereto as **Exhibit A**.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 4<sup>th</sup> day of December 2017, 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  
Councilor Starr  
Councilor Stevens  
Councilor Lehan  
Councilor Akervall

Attachments:

Exhibit A – Professional Services Agreement

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT  
MEMORIAL PARK PUMP STATION PROJECT #2065**

This Professional Services Agreement (“Agreement”) is made and entered into on this \_\_\_\_ day of November, 2017 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Murraysmith, Inc.**, an Oregon corporation (hereinafter referred to as “Consultant”).

**RECITALS**

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

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

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

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

**AGREEMENT**

**Section 1. Term**

The term of this Agreement shall be from the Effective Date until all design services required to be performed hereunder (“Services”) are completed and accepted, or no later than December 31, 2020, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

**Section 2. Consultant’s Services**

2.1. Consultant shall diligently perform the Services according to the requirements identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein, for the Memorial Park Pump Station Project (“Project”).

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

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

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

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

### **Section 3. Compensation**

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

3.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Services described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Compensation above the amount shown in **Subsection 3.1**, including compensation under this **Section 3.2**, requires a written Addendum, executed in compliance with the provisions of **Section 16**.

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

3.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

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

#### **Section 4. Prevailing Wages**

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 2017, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can currently be found at the following website address: [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx). Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

#### **Section 5. City's Responsibilities**

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

#### **Section 6. City's Project Manager**

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

#### **Section 7. Consultant's Project Manager**

Consultant's Project Manager is Adam Crafts. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City,

which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

### **Section 8. Project Information**

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

### **Section 9. Duty to Inform**

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

### **Section 10. Subcontractors and Assignments**

10.1. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

## **Section 11. Consultant Is Independent Contractor**

11.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 3** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

11.2. Consultant has requested that some consulting Services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such Services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on an approved Rate Schedule. Rate Schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 16** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

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

## **Section 12. Consultant Responsibilities**

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

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all

other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on **Exhibit B** as a reimbursable expense item not included in the Compensation Amount, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

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

12.4. References to "subcontractor" mean a subcontractor at any tier.

### **Section 13. Indemnity and Insurance**

13.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

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

13.3. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies of insurance maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

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

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

13.3.3. Business Automobile Liability Insurance. If Consultant will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant 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**.

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

13.3.5. Insurance Carrier Rating. Coverages provided by Consultant must be underwritten by an insurance company deemed acceptable by the City, with an AM Best

Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

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

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

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

#### **Section 14. Early Termination; Default**

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

14.1.1. By mutual written consent of the parties;

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

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

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

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

14.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 18**, for which Consultant has received payment or the City has made payment.

### **Section 15. Suspension of Services**

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

### **Section 16. Modification/Addendum**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 3** of this Agreement, or changes or modifies the Scope of Services or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the

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

### **Section 17. Access to Records**

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

### **Section 18. Property of the City**

18.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation. Upon the City's approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

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

### **Section 19. Notices**

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

To City:                      City of Wilsonville  
   Attn: Mike Ward  
   29799 SW Town Center Loop East  
   Wilsonville, OR 97070

To Consultant: Murraysmith, Inc.  
Attn: Adam Crafts  
888 SW 5<sup>th</sup> Street, Suite 1170  
Portland, OR 97204

## **Section 20. Miscellaneous Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein

shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

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

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

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

**CONSULTANT:**

MURRAYSMITH, INC.

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

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

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

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

**CITY:**

CITY OF WILSONVILLE

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

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

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

APPROVED AS TO FORM:

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

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## EXHIBIT A

# SCOPE OF SERVICES MEMORIAL PARK PUMP STATION IMPROVEMENTS CITY OF WILSONVILLE

## Project Overview and Understanding

The City of Wilsonville owns and operates the Memorial Park Pump Station, which is a self-priming duplex pump station with a capacity of 900 gpm at 101 total dynamic head (TDH). The pumps are belt-driven type with 100 HP motors at 1,735 RPM. The pumps connect to an existing 12-inch force main that extends approximately 1,300 feet to discharge into a sanitary sewer manhole located in Town Center Loop E. The station is equipped with a natural gas-powered back-up drive that will operate one pump if power is lost at the station.

The existing pump station lacks sufficient capacity to meet future flow projections and is located within the Boeckman Creek flood plain. The station was identified in the March 2015 Wastewater Collection System Master Plan to be upgraded for additional capacity and relocated to a new location that is outside of the flood plain.

The existing 12-inch force main was also identified for upsizing to 16-inch diameter. Preliminary evaluation on the force main completed for the master planning work indicated that the force main replacement project may be deferred until development occurs in the Elligsen urban reserve area (URA). This area is currently outside of the City's urban growth boundary (UGB) and development is not anticipated to occur for several years. Therefore, a complete replacement of the force main is not included in this project, but preliminary design work will consider future needs.

The City recently completed the Memorial Park master plan that identified the new location for the pump station in the northwest corner of the park, just west of the existing gravel parking lot for the dog park. With a location now identified, the City intends to move forward with design and construction of a new submersible wastewater pump station. The facility will include a building that houses a generator, motor control center, and other ancillary equipment.

This scope of work includes design and construction phase engineering services as described below.

## Scope of Services

This Scope of Services has been separated into 10 different tasks listed below. A detailed scope of work for each task is described below.

- Task 1 – Project Management
- Task 2 – Establish Project Design Criteria
- Task 3 – Topographic Survey and Base Mapping
- Task 4 – Geotechnical Investigations
- Task 5 – Preliminary Design Development
- Task 6 – Land Use Approval
- Task 7 – Final Design Documents
- Task 8 – DEQ Plan Review and Approval
- Task 9 – Bidding and Award Services
- Task 10 – Construction Phase Services

The Consultant will perform the following services:

### Task 1. Project Management

#### *Objective:*

To provide overall leadership and team strategic guidance aligned with the City of Wilsonville staff objectives. To coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

#### *Activities:*

##### *1.1 Invoices/Status Reports*

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice.

##### *1.2 Coordination with the Owner*

Consultant will maintain communication with the City through phone and email communication. Follow-up all decision-making phone conversations with a recap via email. Consultant will manage and coordinate the technical and scope issues of the overall project.

##### *1.3 Coordination with Subconsultants*

Consultant will coordinate with subconsultants on specific tasks, scope, and budget. Review subconsultant deliverables prior to submitting to the City.

### *1.4 Project Kick-Off Meeting*

A project kick-off meeting with City Engineering, Planning, Natural Resources, Public Works, Parks staff will be held to review the project objectives, Memorial Park Master Plan, discuss project coordination and communication, and visit the site to identify significant resources to protect and confirm the location shown in the Parks Master Plan will meet the project objectives.

### *1.5 Project Coordination Meetings*

This scope includes three project coordination meetings with City staff and key team members to be used as requested by the City. These meetings will be in addition to project review meetings noted specifically within separate tasks below. Meeting agendas and summaries will be provided.

### *Task Deliverables*

1. Monthly invoicing and activity reports
2. Meeting agendas and summaries (4 included in this task)

### *Assumptions*

1. Consultant assumes a Notice to Proceed date by October 2017
2. Project duration will be 22 months; therefore, it is assumed that there will be up to 22 progress payments/status reports
3. Project coordination meetings are two hours each

## **Task 2. Establish Project Design Criteria**

### *Objective:*

To review existing pump station data, design standards, record drawings, O&M manuals, and other relevant information to develop design criteria for the proposed pump station.

### *Activities:*

#### *2.1 Data Gathering and Review*

Review 2015 Wastewater Master Plan, Memorial Park Master Plan, FEMA and County flood plain reports, City natural resource maps, pump station as-builts, parking lot project as-builts, pertinent master plans, record drawings, O&M Manuals, flow records, previously completed evaluation reports, or other information made available by the City.

#### *2.2 Develop Design Flows*

The work under this subtask includes developing base flow and peak-hour design flow rates for current year, 5-year, 10-year, 20-year, and build out population projections. This will include

updating flow projection scenarios developed in the 2015 Wastewater Master Plan to incorporate land use assumptions from the recently adopted Frog Pond Area Plan and Frog Pond West Master Plan.

### *2.3 Existing Force Main Testing*

Conduct flow testing and pressure testing per DEQ standards to confirm pumping rates and force main friction factors. Develop a system head curve for the developed design flow rates.

### *2.4 Review and Clarify City Design Preferences*

Meet with City staff to review and clarify City's design criteria. Establish City preferences with respect to equipment selection, instrumentation and controls, site access needs, station appurtenances, site amenities, and other relocated station functions and features.

### *Task Deliverables*

1. Design preferences meeting agenda and summary

### *Assumptions*

1. Design preferences established will provide the basis for design decisions later.
2. City will provide pressure gauges on pump discharge for flow testing.
3. Force main testing will be limited to a flow and head test to estimate verify pumping rates and estimate the existing force main pipe friction coefficient.

## **Task 3. Topographic Survey and Base Mapping**

### *Objective:*

To create a CAD base map for the project that is on the City's datum.

### *Activities:*

#### *3.1 Existing Utility Review*

Request utility mapping and locates within the project area. Contact City and other appropriate utilities to confirm the presence or absence of active and/or abandoned facilities on the station site, force main route, and in the immediate project vicinity. Request utilities to be located through the Utility Notification Center (One Call) and obtain utility mapping from each utility with potentially impacted facilities.

### 3.2 Topographic Survey

Topographic survey of surface features and marked utilities will be collected as follows:

- Establish a minimum of three semi-permanent pre-design survey control stations (5/8-inch iron rods with plastic caps);
- Reference control and mapping to the horizontal datum of the Oregon Coordinate System of 1983, North Zone;
- Reference the control and mapping to a vertical datum using differential levels. Reference the control to a bench mark if one exists within one-half of a mile from the pump station. If one does not exist within one-half of a mile of the pump station, GPS will be used to reference the control to the bench mark. This bench mark will be either a North Vertical Datum of 1988 National Geodetic Bench Mark, Clackamas County Bench Mark, or a bench mark/control station with values provided by the City or County;
- Locate visible utility surface features and underground utility locate paint marks using the Oregon One-Call Utility Location services;
- Locate invert elevations (IEs) on existing lift station wet-well, inlet pipe, sewer manholes, discharge manhole, and catch basins;
- Locate force main profile at approximate 50-foot intervals and/or ground grade breaks along the existing force main alignment;
- Locate proposed fiber route at approximate 50-foot intervals and or ground breaks along the proposed fiber interconnect alignment as shown in Figure 1.
- Locate visible planimetric features and improvements including, but not limited to, curbs, sidewalks, fences, buildings, mail boxes, sign posts, etc.
- Locate vegetation improvements and features including, but not limited to, shrubs, bushes, hedges, and trees 6-inch or greater in diameter.

Survey data will be mapped in Autocad Civil3D 2014 (Civil3D) format to MSA CAD Standards. A Civil3D surface will be created and 1-foot contours shown on the drawings.

#### *Task Deliverables*

1. Base drawing file in .dwg format

#### *Assumptions*

1. A property survey is not required; approximate property lines will be shown from GIS files
2. Topographic survey area is as shown in Attachment A.

3. Environmental delineations or tree surveys, if required, will be completed by the City prior to completing field survey work.

## Task 4. Geotechnical Investigations

### *Objective:*

To complete subsurface investigations and geotechnical engineering report to support project design and construction.

### *Activities:*

#### *4.1 Review of Existing Information and Site Visit*

Consultant will review available geologic maps, survey data, and existing geotechnical reports. Perform a geologic site reconnaissance of the proposed pump station and pipeline alignments to observe and map key features such as soil exposures, evidence of slope instability, and potential issues related to project constructability. During the reconnaissance, mark proposed exploration locations. During the week prior to drilling, notify the Utility Notification Center to mark underground utilities. In consultation and coordination with the City, prepare an Exploration Work Plan describing the field explorations to be performed. Coordinate with the City regarding the field exploration restrictions. No fieldwork will be started, other than Geologic Reconnaissance, until the exploration work plan is approved by the City.

#### *4.2 Field Explorations*

Consultant will perform geotechnical field explorations to determine the subsurface conditions for the express purpose of characterizing subsurface conditions along the proposed pump station and pipeline alignments. Perform exploration work in accordance with Federal, State, and Local regulations. Perform the subsurface exploration work in conformance with the Exploration Work Plan. The field exploration program is estimated to consist of three mud rotary borings including two piezometers and three hand-augured borings drilled to practical refusal (usually depths of 10 feet or less).

Mud Rotary Boring – One boring will be located at the proposed pump station area. Two borings will be located along the proposed pipeline alignment. All borings will be drilled up to 50 feet below the existing ground surface to evaluate potential shoring and dewatering during construction. The boring will be drilled using a truck-mounted drill rig. Consultant will provide an engineer or geologist to supervise the field operations and log the borings. Soil samples will be obtained at 2.5-foot to 5-foot intervals using either a standard penetration sampler or a Shelby tube sampler.

Piezometer Installation and Measurement - Two permanent, 2-inch diameter piezometers (observation wells) will be installed, one in the boring at the proposed pump station and one in a boring located at the proposed pipeline alignment, for long-term groundwater level

measurements. The piezometers will be 40 feet below the existing ground surface, including 10-foot long screening section. The top of the piezometers will be finished level with the ground surface with a locking, flush-mounded water meter vault cover.

Hand-Augured Borings - Three hand-augured borings will be located along the existing creek bank, adjacent to the proposed pump station, to provide geologic information for creek bank slope stability analysis.

#### *4.3 Laboratory Testing*

Consultant will perform laboratory tests on disturbed and undisturbed soil samples obtained from the explorations to characterize the subsurface soils and to develop engineering soil parameters for slope stability, excavation and shoring, and earthwork; to assist with determining engineering geologic unit boundaries; and to check field soil classification. The laboratory testing program will include moisture/density, Atterberg Limits, and Gradation.

Consultant will summarize the results of laboratory testing in the Geotechnical Data Report. All materials testing will be performed in accordance with standard ASTM.

#### *4.4 Geotechnical Data Report*

Data collected will be included in a project Geotechnical Data Report to document the results of the field explorations, subsurface characterization on final boring logs, groundwater levels, and laboratory testing. The intent of this data report is that it can be referenced in future construction contract documents for bidder information.

#### *4.5 Geotechnical Analysis and Evaluation*

The geotechnical analyses will address the proposed pump station excavation by providing geotechnical design parameters, including bearing capacity and lateral earth pressures, slope stability evaluations, and construction considerations, including open cut and temporary shoring. It will also provide excavation, shoring, backfill, and slope stability recommendations for the proposed pipe lines. Finally, it will provide geotechnical recommendations for spread footings.

#### *4.6 Geotechnical Engineering Report*

Consultant will prepare a draft and final geotechnical engineering report. The geotechnical engineering report will document the findings of the geotechnical field work, general geotechnical site conditions, and will include geotechnical design recommendations and construction considerations.

### *Task Deliverables*

1. Geotechnical Engineering Report in PDF format.

## Assumptions

1. Traffic control is anticipated not to be required for these borings.
2. The subsurface material is not contaminated, and no testing will be performed to investigate the possible presence of toxic or hazardous materials and petroleum products.
3. All necessary right-of-entry permits will be provided by the City.
4. No permits will be required.
5. Drilling will be accomplished on weekdays, during daylight hours, and with no time restrictions.
6. No rock coring will be required.

## Task 5. Preliminary Design Development

### Objective:

To develop and document design criteria and concepts in a Preliminary Design Memorandum that will establish the basis for detailed design work.

### Activities:

#### 5.1 Pump and Pipe Mechanical Sizing

Preliminary sizing for pumps, piping, and structures will be completed to serve the projected 20-year and buildout flow conditions. This evaluation will consider the existing 12-inch force main and sizing for a future replacement or parallel force main:

- Develop Total Dynamic Head System Curves for the existing force main.
- Examine force main expansion options and pipe sizing to meet buildout flows.
- Pump sizing for duplex installation to meet projected flows and force main expansion scenarios.
- Pump sizing for triplex installation to meet projected flows and force main expansion scenarios.
- Preliminary sizing and layout for discharge piping, flow meter, wet-well, and valve vault structures.
- Potential impacts to downstream sewer capacity.
- Analyze force main for potential for water hammer conditions at existing peak-flow, projected peak-flow, and emergency pump shutdown scenarios.

#### 5.2 Electrical and Building Mechanical Sizing

Complete preliminary sizing for electrical and building mechanical items as follows:

- Perform computer heat gain and loss HVAC load calculations for building mechanical sizing.
- Prepare load calculation for generator sizing.
- Provide preliminary cabinet sizing to support building layout.

- Conduct initial electrical service coordination with PGE.
- Prepare preliminary fiber system extension plan from Wilsonville Road, through Memorial Park, to the proposed pump station. Identify conduit size, junction box locations, and surface restoration.

### *5.3 Pump Station Building Preliminary Design*

A building floor plan like the Grande Pointe pump station will be prepared and adjusted as needed for this facility.

Prepare two alternative 3D perspective drawings to illustrate roof and fascia options as desired by the City following selection of a preferred floor plan. Building elevations will be prepared for the preferred alternative and material type.

### *5.4 Gravity Sewer and Force Main Extension*

Examine the gravity sewer and force main extension from the new pump station to the existing pump station. Consider phasing and pipe configuration for efficient transfer to the future force main. Design flow diversion sewers to redirect flows to the new pump station.

### *5.5 Site Plan Development*

Develop preliminary site plan will layout options for structures, parking, and landscaping. The layout will consider vehicle access and maneuvering, site aesthetics and visibility, natural hazards and riparian buffers, and impacts to the existing road and gravel parking area.

### *5.6 Landscape Preliminary Design*

Conduct research on general landscape requirements and prepare a conceptual landscaping plan. This plan will include facility locations, topography, areas to be landscaped, fencing and gates, storm water management, and surfacing options. Attend two meetings to discuss the concept plan and prepare three dimensional illustrations for the overall site and facility character. A final concept plan and drawing will be prepared.

### *5.7 Prepare Draft Preliminary Design Memorandum*

Prepare and submit a draft preliminary design memorandum that describes and summarizes design criteria, the existing system capacity, the alternatives selection process and recommendations for proceeding with the preferred option. Develop preliminary engineering drawings depicting the proposed facilities, including a site plan, pump station relocation layout, force main and sanitary sewer routing configurations. A list of project specifications will be prepared and included.

### *5.8 Preliminary DEQ Coordination*

DEQ pump station guidelines will be reviewed so that the preliminary design report addresses the requirements. DEQ staff will be contacted to discuss the project and a copy of the report will be provided for DEQ review and comment.

### *5.9 Prepare Final Preliminary Design Memorandum*

Meet with City staff to discuss review comments on the draft report or final considerations. Prepare a final preliminary design memorandum incorporating comments received from the City and DEQ.

### *Task Deliverables*

1. One building floor plan
2. Two Sketch Up Architectural perspectives.
3. One Building Elevation Drawing.
4. One Preliminary Site Plan.
5. Landscaping concept plan and 3-d illustrations, with iterations
6. Force main and sanitary sewer extension plan and profile.
7. Fiber Interconnect Plan
8. Draft and Final Preliminary Design Memorandum in PDF format.
9. Draft Preliminary Design Memorandum review meeting summary.
10. List of project specifications.

### *Assumptions*

1. Building layout will be similar to the Grand Point pump station and will include an electrical room, generator room, and odor control room.
2. Building dimensions are approximately 16 feet wide by 30 feet long and interior height less than 12 feet. Foundation will be spread footing with slab on grade. Structure will be CMU block structure with architectural exterior cladding over all or a portion of the CMU.
3. Sewer and force main extensions will be from the existing pump station to the proposed pump station site (approximately 700 feet).
4. The level of design completed under this task will be 30% complete.
5. Consulting arborist, if needed, will be provided by the City.
6. Fiber will be extended from the existing conduit on the south side of Wilsonville Road, through the park as shown Figure 1 below.



## Task 6. Land Use Approval

### *Objective:*

To support the City to obtain necessary land use approvals.

### *Activities:*

#### *6.1 Attend Pre-Application Meeting*

Prepare Pre-App meeting materials and attend meeting with City Community Development staff to identify codes, ordinances and standards to be addressed as part of the development application processes for the new sewage pump station.

#### *6.2 Complete Site Design Review Application*

Prepare the Site Design Review application, including a narrative discussion of the proposed pump station addressing the site plan and design review standards in the City's code as related to this proposed new facility. Provide permit drawings including a site plan, site grading and erosion control plan, a landscape plan, a building floor plan, and exterior building elevations.

#### *6.3 Support Significant Resource Overlay Zone (SROZ) Review*

Provide support to City staff who will prepare an SROZ development application as requested. This may include providing mapping, area or volume calculations, or other technical information.

### *Task Deliverables*

1. Pre-application Meeting Application and attendance.
2. Site Design Review Application and plan submittals.
3. Project information to support City staff with SROZ application by City Staff.

### *Assumptions*

1. Project will be approved at an administrative level.
2. A pump station is a permitted use that does not require conditional use approval from the Development Review Board.
3. City staff will prepare permit applications for SROZ or other environmental clearance requirements. Eight hours of consultant engineering time and eight hours of drafting time has been allotted for this task.
4. Preliminary design and other technical reporting work required for supporting the development applications will be accomplished under other tasks.
5. Neighborhood Association, Development Review Board, or Parks & Recreation Advisory Board meetings are not included in this scope.

6. Environmental delineation, if needed, will be completed by the City or under a separate agreement.
7. State or federal environmental permitting is not anticipated and may be completed under a separate agreement if required.

## Task 7. Final Design Documents

### *Objective:*

To prepare contract plans, specifications, and bidding documents for documents for soliciting bids and constructing the project.

### *Activities:*

#### *7.1 Prepare 60% Design PS&E*

Prepare 60% plans, 60% specifications, and 60% engineer's cost estimate for City review. Attend design review meeting.

#### *7.2 Prepare 90% Design PS&E*

Prepare draft bidding and construction documents for City review. Provide 90% engineer's cost estimate. Comments from 60% design review will be addressed and incorporated into the 90% submittal as appropriate. Attend design review meeting.

#### *7.3 Prepare Final Contract Documents*

Comments from 90% design review will be addressed and incorporated into the final contract documents ready for bidding. Contract documents will include bidding requirements, contract forms, conditions of the contract, general requirements and technical specifications. The documents will be electronically signed by the Engineer.

### *Task Deliverables*

1. 60%, 90%, 100%, and final signed documents in PDF.
2. 60%, 90%, and 100% engineers cost estimate in PDF.
3. Design Review Meeting Agendas and Summaries (3 total)

### *Assumptions*

1. Plans will be prepared on full-sized sheets and printed to half-size sheets for pdf electronic submittal (via email, FTP or cloud based file transfer).
2. Hard copies of design submittals and final signed documents will not be required for City.
3. City will provide front end specifications and general conditions specifications.

4. City will provide written design submittal review comments.
5. Technical Specs for project materials, equipment, and performance will be formatted following the Construction Standards Institute (CSI).
6. Plan Sheets anticipated to be included are as follows:

**General**

Cover and Title Sheet, General Notes and Legend Sheet, Abbreviations Sheet, and Design Data Table and System Head Curve Sheet (4 sheets)

**Erosion and Sediment Control (ESC)**

Erosion Control Notes and Details, Erosion Control Plans (4 sheets)

**Civil**

Existing Pump Station Bypassing and Demolition Plan, Pump Station Site Plan, Pump Station Piping Plan, Pump Station Grading and Surfacing Plan, Gravity Sewer and Force Main Profiles (5 sheets), Civil Details (4 sheets)

**Landscape**

Landscaping Plan, Landscaping Details, Irrigation Plan, Irrigation Details (4 sheets)

**Architectural**

Architectural Floor Plan and Section, Building Elevations, Architectural Details (3 sheets)

**Structural**

General Structural Notes, Quality Assurance Plan and Notes, Building Foundation Plan, Roof Structure Plan, Structural Sections, Structural CMU Details, Structural Details (7 sheets)

**Mechanical**

Wet-Well and Vault Plan, Wet-Well and Vault Sections, Building Mechanical Plan, Building Mechanical Details, HVAC Plan and Section, HVAC Schedules and Schematics, Mechanical Details (7 sheets)

**Electrical and Instrumentation**

Electrical Symbols and Legend, One-Line Diagram, Electrical Site Plan, Building Power Plan, Lighting and Signal Plan, Pump Control Panel Power Schematic, Pump Control Panel PLC I/O Wiring, Pump Disconnect Panel, Circuit Schedule, Electrical Details (10 Sheets)

**Fiber Interconnection**

Fiber Interconnect Plans, Fiber Interconnect Details (3 sheets)

## Task 8. DEQ Plan Review and Approval

### *Objective:*

To obtain DEQ design approval on the project.

### *Activities:*

#### *8.1 Submit Draft Engineering Report and 90% PS&E Package*

A draft Engineering Report and 90% PS&E package will be submitted to DEQ for review and comment. Coordinate with DEQ for review comments.

#### *8.2 Submit Final Engineering Report and Final PS&E Package*

A final Engineering Report and final PS&E package addressing and incorporating DEQ review comments as appropriate will be resubmitted to DEQ.

### *Task Deliverables*

1. Engineering Report and PS&E Submittals to DEQ

### *Assumptions*

1. Each submittal is limited to three hard copies and one pdf copy.

## Task 9. Bidding and Award Services

### *Objective:*

To provide professional engineering services during bidding as described below.

### *Activities:*

#### *9.1 Pre-bid Conference*

Conduct a pre-bid conference, if deemed appropriate and beneficial. Provide written summary from conference.

#### *9.2 Respond to Bidder Inquiries*

Provide written responses to bidder inquiries during the bidding phase. Issue minor contract addenda if needed.

### *9.3 Review Bids and Recommend Award*

Conduct bid opening, provide technical assistance in review and evaluation of bids, prepare bid summary sheet and provide recommendation of construction contract award.

#### *Task Deliverables*

1. Pre-bid Conference Meeting Agenda and Summary
2. Bidder Responses and Addenda
3. Recommendation of Award

#### *Assumptions*

1. City will print and distribute bidding documents, responses to bidder inquires, addenda, and maintain a plan holders list.
2. City will publish the Intent to Bid and pay advertising fees and costs.

### **Task 10. Construction Phase Services (Contingency Task to be activated by City)**

#### *Objective:*

Work under this task refers to engineering services during construction of the project so that the project is constructed in accordance with the approved plans and specifications.

#### *Activities:*

##### *10.1 Pre-Construction Meeting*

Coordinate and conduct pre-construction conference, prepare a meeting agenda, and prepare and distribute meeting minutes.

##### *10.2 Submittal Review*

Review contractor submittals and shop drawings for conformance to the design requirements of the project. Consult with and advise City as to the acceptability of substitute and “or-equal” items proposed for use by contractor. The prime consultant will coordinate with its sub-consultants to review submittals under their respective disciplines.

##### *10.3 Construction Engineering*

Respond to Contractor Requests for Information and issue necessary clarifications or interpretations of the contract documents and assist the City with preparing change orders.

#### *10.4 Construction Observation*

A project representative will be provided to monitor the progress and quality of the executed work up through final testing and acceptance. Provide observation reports of the executed work to the City.

#### *10.5 Submit Draft Operations and Maintenance Manual*

Prepare a draft O&M manual following DEQ guidelines and submit to the City and DEQ for review and comments at the 50% completion stage during construction.

#### *10.6 Start Up and Training*

Attend the pump station start-up and verify pump and operational performance. Facilitate the training of City O&M staff regarding operation and maintenance of the new pump station. Prepare a startup report.

#### *10.7 PLC Programming and SCADA Integration*

Review existing master SCADA unit program and determine requirements for new pump station addition. Develop local PLC programming for pump station operation. Provide programming configuration for fiber communication link from pump station to master SCADA computer. Develop local programming for operator interface touch screen display and new screens for master computer. Load, test, and start-up local pump station PLC. Prepare manual with documented PLC programming, operator interface, and SCADA screening programming. Provide electronic copy of all programming to the City. Provide one day of training at start-up and one follow-up visit to provide minor programming changes as needed.

#### *10.8 Final DEQ Documentation and O&M Manual*

Provide to the City and DEQ documentation required by OAR 340-052-0040 including the final O&M manual and certification that the final construction was reviewed by the consultant and found to be in accordance with the plans and specifications.

#### *10.9 Prepare Record Drawings*

Prepare and provide to City one set of permanent record drawings representative of the “as constructed” work based on contractor-supplied redlines of changes during construction and information obtained during site visits and weekly meetings. Record drawings will also be provided to the City in digital format.

### *Task Deliverables*

1. Pre-construction meeting agenda and summary.
2. Submittal review comments and submittal log.

3. Responses to Contractor Requests for Information and provide clarifications or interpretations of the Contract Documents.
4. Monthly Progress Payment Recommendations.
5. Change Orders and RFI responses.
6. Start Up Report.
7. DEQ Construction Certification and Operation and Maintenance Manual.
8. Record Drawings, full-sized on bond paper and pdf file.

### *Assumptions*

1. City will provide a project manager and designated inspector that will be the primary contact for the contractor and coordinate with Murraysmith for work under this task.
2. Up to 100 submittals and 25 resubmittals (for a total of 125 submittals) will be reviewed.
3. Up to one change order request is included in the budget.
4. Up to 10 RFI responses are included in the budget.
5. City will coordinate and review contractor BOLI submittals.
6. Consulting arborist will be provided by the City if needed.
7. City will apply for building permits and provide all special inspections and testing as required.
8. Construction staking locations will be included in the Plans and the Contractor will provide construction survey.
9. Up to 17 construction observations as listed below will be performed by the consultant. The budget assumes five hours for each visit to account for travel time, on-site time, and reporting for Subtask 10.4.
  - a. Gravity sewer, wet well, and valve vault construction staking review
  - b. Site piping and drains installation
  - c. Wet well foundation inspection
  - d. Building foundation staking review
  - e. Building foundation inspection
  - f. Electrical conduit layout (pre-cover)
  - g. Building and generator foundation form work
  - h. Building shell complete
  - i. Wet well and valve vault piping complete prior to coating
  - j. Piping coating inspection
  - k. Electrical cabinet installation
  - l. Building mechanical and HVAC completed
  - m. Building roof and gutters completed
  - n. Landscape irrigation layout
  - o. Plant stock inspection and layout
  - p. Substantial completeness inspection
  - q. Final inspection of corrective work

## Payment

Payment will be made at the billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

Principal Engineer VI	\$245.00
Principal Engineer V	237.00
Principal Engineer IV	227.00
Principal Engineer III	218.00
Principal Engineer II	209.00
Principal Engineer I	201.00
Professional Engineer IX	193.00
Engineering Designer IX	185.00
Professional Engineer VIII	183.00
Engineering Designer VIII	176.00
Professional Engineer VII	174.00
Engineering Designer VII	167.00
Professional Engineer VI	165.00
Engineering Designer VI	159.00
Professional Engineer V	156.00
Engineering Designer V	150.00
Professional Engineer IV	146.00
Engineering Designer IV	146.00
Professional Engineer III	142.00
Engineering Designer III	142.00
Engineering Designer II	131.00
Engineering Designer I	120.00
Technician IV	141.00
Technician III	126.00
Technician II	110.00
Technician I	93.00
Administrative III	100.00
Administrative II	93.00
Administrative I	81.00

## Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Computer Aided Design and Drafting.....	\$18.00/hour
GIS and Hydraulic Modeling .....	\$10.00/hour
Mileage.....	Current IRS Rate
Postage and Delivery Services .....	At Cost
Printing and Reproduction .....	At Cost
Travel, Lodging and Subsistence.....	At Cost

## Time and Performance

The anticipated project schedule is as follows:

Consultant Notice to Proceed .....	December 2018
Preliminary Design Complete.....	July 2018
Design Complete.....	January 2019
Construction Complete .....	October 2019
Project Complete .....	December 2019



**CITY OF WILSONVILLE  
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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, November 6, 2017. Mayor Knapp called the meeting to order at 7:07 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

- Mayor Knapp
- Council President Starr - Excused
- Councilor Stevens
- Councilor Lehan
- Councilor Akervall

Staff present included:

- Bryan Cosgrove, City Manager
- Jeanna Troha, Assistant City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Kerry Rappold, Natural Resources Manager
- Daniel Pauly, Senior Planner, Planning
- Nancy Kraushaar, Community Development Director
- Mark Ottenad, Public/Government Affairs Director
- Angela Handran, Assistant to the City Manager
- Chris Neamtzu, Planning Director

Motion to approve the order of the agenda.

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

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

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Starr	Excused
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

**COMMUNICATIONS**

- A. Prepare Out Loud Everett Lapp (Handran)

Everett Lapp provided two handouts and presented on the American Red Cross sponsored event Prepare Out Loud. Mr. Lapp invited and encouraged Council and the audience to attend the event. Prepare Out Loud will take place Tuesday, November 14, 2017 at Grace Chapel (9600 SW Boeckman Road Wilsonville, 97070) from 6:00 p.m. to 7:30 p.m. The Prepare Out Loud

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event is intended to empower citizens to be ready for disasters of all kinds (including a Cascadia earthquake) by taking practical steps to start preparing, being vocal about preparedness and encouraging others to start preparing. Presentation topics at the event will include the following:

- The science and history of the Cascadia Subduction Zone.
- Human behavior during disasters.
- What to expect during and after a Cascadia earthquake.
- How to prepare and quickly locate loved ones following a disaster.
- How much food, water, and supplies you will need to take care of yourself and others.

American Red Cross has many of these presentations throughout the year. Grace Chapel was chosen to host this event because it has enough space for 500 people to attend.

**B. Rachel Carson Award to Kerry Rappold for Bee Stewards**

Natural Resources Manager Kerry Rappold was congratulated for receiving the ‘Rachel Carson Award’ by Healthy Wildlife and Water Program Director Sharon Selvaggio of the Northwest Center for Alternatives to Pesticides (NCAP). The award was named in honor of American marine biologist, author and conservationist Rachel Carson. With her work the widespread use of pesticides, was acknowledged and set the stage for the creation of the EPA. Mr. Rappold was presented with the award during the 40<sup>th</sup> anniversary celebration of NCAP. Mr. Rappold received the award for his efforts in protecting and improving the living environment for bees and other pollinating insects.

Additionally, Mr. Rappold updated Council on the Bee Stewards projects five main goals:

1. Create productive pollinator habitats in Wilsonville, on City and West Linn-Wilsonville School District-owned property, utilizing volunteers and youth organizations to help with plantings and maintenance.
2. Develop an Integrated Pest Management (IPM) plan for Wilsonville City-owned grounds and facilities.
3. Establish interpretive signs near the pollinator gardens to enhance community understanding of pollinators and their habitat needs.
4. Provide education and tools for Wilsonville residents to create pollinator habitat in their own yards.
5. Expose students to pollinator education via classes, service learning, youth crews, and club settings and establish a student-led monitoring program.

Mayor Knapp disclosed that four years ago, here in Wilsonville a commercial applicator in a commercial center killed at least 50,000 pollinators. After this incident, the City worked hard to spread awareness of the importance of having pollinators. Mayor Knapp remarked that it is the wish of Council and staff to enhance and encourage a healthy environment. Mayor Knapp then thanked Mr. Rappold and Ms. Selvaggio for their hard work.

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Councilor Lehan commented it would be of value for residents to know what plants are bee and pollinator friendly as well as a list of plants that are good for conserving water.

Mr. Rappold revealed that there is a goal requirement in sustaining the Bee City designation of establishing interpretive signs near the pollinator gardens to enhance community understanding of pollinators and their habitat needs. Mr. Rappold disclosed that he is working with the public works department on accomplishing that goal.

**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.

Steven Benson of Wilsonville spoke on behalf of a group from Daydream Ranch and the surrounding neighborhoods. Mr. Benson and the residents he represent are opposed to and share concerns about a commercial childcare business opening up and operating in their neighborhood. The business that the neighborhood has specific concerns with is My Bundle of Joy located at 8501 Wilson Lane, Wilsonville.

Mr. Benson provided the following documents:

- Enrolled House Bill 3447
- WorkSource Oregon – Rules for Certified Family Child Care Homes
- Print out of City of Wilsonville website page on Home Occupations
- Petition to Keep a Commercial Business out of Daydream Ranch
- Copy of speaking points

Staff and Council suggested the group send letters to the state and share their concerns with the division that has responsibility in reviewing those types of applications. Staff indicated if they were to impose zoning restrictions, those restrictions would have to be imposed on the whole area. However, this issue is an area where the state over ruled home rule because the state felt like there was not adequate facilities. Mr. Benson was referred to the City's public/government affairs director for more information.

Rob Zundel of Wilsonville seconded the concerns of the speaker before him. Furthermore, he addressed the Council on what he felt was a failure on the City's part of not providing adequate notice on the Hilton Hotel permit. Mr. Zundel encouraged the City to stop and think about what happened here.

City Manager Cosgrove responded he would follow up with Mr. Zundel and let him know where and how far the notifications were posted and how far from the site that they were mailed.

**MAYOR'S BUSINESS**

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- A. Mayor Knapp announced meetings as well as the regional meetings he attended on behalf of the City. Reminded everyone that the next Council meeting is scheduled for Monday, November 20, 2017 at 7:00 p.m.

Mayor Knapp encouraged the audience to take advantage of the Leaf Drop-Off Day scheduled for Saturday, November 18, 2017.

**COUNCILOR COMMENTS**

- A. Councilor Stevens

Councilor Stevens shared that the Library Foundation fundraiser was held on Saturday, November 4, and there was a great turnout from staff and Council. Councilor Stevens mentioned the following upcoming activities:

- November 29, the Community Tree Lightning, at Town Center Park
- December 2, the Reindeer Romp & Bullwinkle Bash at the Family Fun Center

- B. Councilor Lehan

Councilor Lehan reported that with the help of staff she gave presentations this month to about 90 second-graders. Councilor Lehan noted the following upcoming event:

- Veterans Day is this Saturday, November 11 and there will be an event at the Korean War Memorial in Town Center Park to honor veterans.

- C. Councilor Akervall

Councilor Akervall revealed that her family was a host family for a Kitakata exchange student program. She encouraged all to get involved with the delegation. Councilor Akervall announced the Town Center Task Force Meeting is scheduled for November 28. Moreover, Councilor Akervall reminded the audience if they were unable to attend a Boones Ferry Park Master plan meeting they could still provide feedback to staff via email.

**CONSENT AGENDA**

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

- A. **Resolution No. 2656**

A Resolution Of The City Of Wilsonville Authorizing South Metro Area Regional Transit (SMART) To Purchase One Seventeen Passenger Bus From Creative Bus Sales. (Simonton)

- B. Minutes of the October 16, 2017 Council Meeting.

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

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

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Starr	Excused
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

**PUBLIC HEARING**

A. **Ordinance No. 810** – 1<sup>st</sup> reading

An Ordinance Of The City Of Wilsonville Adopting The Old Town Single-Family Design Standards And Related Development Code Changes To WC Code Section 4.138 - Old Town Overlay Zone. (Pauly)

Ms. Jacobson read the title of Ordinance No. 810 into the record on first reading.

Mayor Knapp provided the public hearing format.

Senior Planner Daniel Pauly along with Consultant Zoe Anton PMP, Project Manager and Planner presented to Council and provided the following information found in the staff report below:

*Beginning of staff report.*

ISSUE BEFORE COUNCIL: In accepting the Old Town Neighborhood Plan in 2011 the City Council, among other items, directed staff to review and incorporate the architectural pattern book developed by residents into the City’s Development Code and create process efficiencies for single-family development in Old Town. State Department of Land Conservation and Development (DLCD) staff flagged this issue as part of acknowledgement of the City’s Housing Needs Analysis in 2014 requiring the city to establish clear and objective standards governing the review of new homes in Old Town. The adopted Resolution also gave direction on addressing Accessory Dwelling Units (ADU). Draft Code language has been prepared in response to this direction.

The currently adopted Old Town Overlay Zone language requires discretionary review of new single-family homes and substantial remodels by the Development Review Board. The project consultant team of The Urban Collaborative and Town Green has taken the feedback received to date through two Planning Commission work sessions, a City Council work session, a Planning Commission Public Hearing as well as stakeholder interviews and developed the draft design standards. The Council is requested to hold a public hearing considering the Planning Commission’s recommendation for approval and take an action on the proposed Ordinance.

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**EXECUTIVE SUMMARY:** The project builds upon and finalizes the significant work that has been completed by City staff and the neighborhood as part of the Neighborhood Plan creation. The project aims to develop clear and objective architectural standards for use by staff in ministerial review of new single-family homes (including duplexes), single-family additions, remodels, accessory dwelling units, garages, and other buildings accessory to a single-family use in the Old Town Overlay Zone consistent with the vision established in the Old Town Overlay Zone and Neighborhood Plan. The architectural standards will ensure development authentically reflects the current character of the neighborhood, which includes simply designed homes on predominantly 50-foot-wide lots. The architectural standards must be easily understood by staff, residents, builders, and designers without formal architectural training. The architectural standards developed by the consultants will be a stand-alone document, referenced by the revised Development Code.

The option remains for a developer to elect to go through Site Design Review before the Development Review Board for single-family home if a builder would like to build a home of another historically appropriate style. This would be the same process that homes currently go through.

**EXPECTED RESULTS:** Adoption of the Old Town Single-Family Design Standards and Development Code Updates by Ordinance.

**TIMELINE:** The public hearing and first reading is scheduled November 6th, with a second reading of the Ordinance on November 20<sup>th</sup>.

**CURRENT YEAR BUDGET IMPACTS:** The project is estimated to cost just under \$50,000, and is funded through the Planning Division budget.

**COMMUNITY INVOLVEMENT PROCESS:** Much public involvement has occurred throughout the development of the Old Town Neighborhood Plan, followed by several public meetings on the Design Standards and Development Code update. For the current project to implement components of the Plan, staff and consultants have met with a number of key community members on the project. Numerous residents from the neighborhood attended the Planning Commission work sessions in August and September, as well as the October Planning Commission public hearing and provided input. Post cards advertising the August and September Planning Commission work sessions and the October and November public hearings encouraging attendance were mailed to all property owners south of Bailey Street between the railroad and I-5.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:** The adoption of design standards and creating process efficiencies will enable implementation of the desired design of the Old Town Neighborhood over time while providing clear expectations to residents, land owners, developers, and the community.

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ALTERNATIVES: A number of alternatives exist for the approach to the design standards. The alternative presented is the alternative recommend by the Planning Commission for approval.  
*End of staff report.*

Staff commented that prior to the meeting they received email correspondence that has lead them to request that Council allow the language in Subsection (.04) C to be updated.

*Excerpt from Exhibit A – Revised Code Section 4.138 Wilsonville Code, Old Town Overlay Zone, attached to Ordinance No. 810 at first reading, subsection (.04) C*

- C. The following standards shall apply to Accessory Dwelling Units (ADU’s) within the “O” Overlay Zone. Where these standards differ from those of Subsection 4.113 (.11), including size design and parking, these standards take precedence. All other standards of Subsection 4.113 (.11), including but not limited to number of ADU’s and review process, continue to apply.
1. Size: ADU’s shall not exceed 600 square feet of living space.
  2. Design: ADU’s shall be substantially the same exterior design and architecture (i.e. siding, windows, color, roof pitch, doors and roofing materials) as the primary dwelling unit on the property. ADU’s shall be either:
    - a. Detached single-story structures; or
    - b. Over a detached garage meeting the following requirements:
      - i. The garage/ADU structure is a maximum 1.5 stories tall, not exceeding a height of 20 feet; and
      - ii. The primary dwelling unit on the property is 1.5 or 2 stories tall.
  3. Parking: Each ADU shall have one dedicated standard sized parking space on the same lot.

*End of excerpt.*

Staff recommends to add language to the first sentence of Subsection (.04) C. to clarify and describe the purpose of Accessory Dwelling Units (ADU) regulations unique to Old Town. The added language would read as follows, “to ensure smaller bulk of residential buildings and minimal use of on-street parking consistent with the historic character of the neighborhood.”

Mayor Knapp divulged that he thought clarity was needed for the wording provided in (.03) B. 1. a. regarding the alternative process for residential development not meeting the proposed Old Town Single-Family Design Standards Book. Staff offered to review the language in Subsection (.03) B. 1. a. and bring back a recommendation to Council at the second reading of Ordinance No. 810.

The Mayor invited public testimony.

Douglas (Doug) Muench of Wilsonville wants to encourage single-family dwellings and discourage duplexes in Old Town. Mr. Muench is concerned that there are already several ADU’s posing as duplexes in Old Town.

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Monica Keenan of Wilsonville agreed and echoes the testimony provided by the previous speaker Doug Muench.

Mayor Knapp invited additional speakers, seeing none he closed the public hearing.

Per Council’s request staff responded to the input provided by the citizens.

Staff answered that the issues of duplexes was brought up to the Planning Commission and the commission decided to keep them as an option. Staff reached out to the Department of Land Conservation Development (DLCD) on the issue of duplexes however, nothing was found to further restrict duplexes. ADUs are not subject to density requirements but building a duplex would require double the lot space. The predominant area in Old Town is designated as a residential agricultural holding zone, which does not allow duplexes. Analysis was done and there are only three lots in the neighborhood where you could build a duplex or convert an existing home to a duplex.

**Motion:** Councilor Lehan moved to adopt Ordinance No. 810 on first reading. Councilor Akervall seconded the motion.

Mayor Knapp queried Council if there was ambiguity in having the single-family standards to be applied to duplexes or is that clear enough in section .04 Single-Family Development Standards (including accessory buildings and duplexes). He also questioned Council if the perception about the wording of Subsection (.03) B. 1. a. should be reworded for clarity. Council established that staff ought to bring back a recommendation to Council with rewording of Subsection (.03) B. 1. a. on second reading of Ordinance No. 810.

Councilor Lehan then as maker of the motion requested that staff include the suggested changes to the language of Subsection (.04) C. as read in the report by staff and furthermore, direct that staff review the wording in Subsection (.03) B. 1. a. Councilor Akervall who seconded the motion was in agreement with the incorporated changes to the motion.

In conclusion the Mayor summarized the motion would contain the wording that staff read under Section (.04) C., (“to ensure smaller bulk of residential buildings and minimal use of on-street parking consistent with the historic character of the neighborhood.”) to explain the AUDs slightly more and request that the wording in Subsection (.03) B. 1. A be reviewed by staff.

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

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Starr	Excused
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

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**NEW BUSINESS**

A. Community Enhancement Committee Bylaws/Appointments (Handran)

Angela Handran, Assistant to the City Manager and Mark Ottenad, Public/Government Affairs Director addressed Council on the Community Enhancement Committee Bylaws/Appointments. It was disclosed that an administrative oversight resulted in Community Enhancement Committee members being appointed initially for one-year terms, rather than for initial, staggered two- and three-year-long terms. Staff requested the administrative oversight be corrected and the Community Enhancement Committee operate under bylaws with standard three-year terms of service. Staff additionally, recommended that Council retroactively appoint Community Enhancement Committee members as outlined the by bylaws established by the Community Enhancement Committee.

**Motion:** Councilor Stevens moved that Kate Johnson (Position #1) and Brad Hughbanks (Position #2) be retroactively appointed to serve from February 1, 2016, through June 30, 2017, and Larry Beck (Position #3) and Jimmy Lee (Position #4) be retroactively appointed to serve from February 1, 2016, through June 30, 2018, to be in agreement with the bylaws approved by the committee on April 26, 2016. Councilor Lehan seconded the motion.

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

**SUMMARY OF VOTES**

Mayor Knapp	Yes
Council President Starr	Excused
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

**CITY MANAGER’S BUSINESS**

City Manager Cosgrove announced that Councilor Lehan and/or Councilor Akervall are unable to serve on the Willamette Falls Locks Commission. Therefore, there is an opening if Councilor Stevens and/or Councilor Starr (excused) are interested in serving on the commission.

The City Manager reported the Korean War Veterans Association (KWVA) is asking for a representative of the City to speak at the Veterans celebration this weekend Saturday, November 11, 2017 at 11:00 a.m., Councilor Stevens volunteered to attend and say a few words.

**LEGAL BUSINESS**

The City Attorney informed Council that the City received a response from Kinder Morgan and the company’s vice president of public affairs has agreed to meet with staff.

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**ADJOURN**

Mayor Knapp adjourned the meeting at 9:21 p.m.

Respectfully submitted,

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Kimberly Veliz, City Recorder

ATTEST:

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Tim Knapp, Mayor



## CITY COUNCIL STAFF REPORT

<b>Meeting Date:</b> December 04, 2017	<b>Subject:</b> Library Improvements Additional Funding (CIP 8098)  <b>Staff Member:</b> Eric Mende, Capital Projects Engineering Manager <b>Department:</b> Community Development	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable  <b>Comments:</b>	
<b>Staff Recommendation:</b> N/A		
<b>Recommended Language for Motion:</b> Move to proceed with “Notice of Intent to Award” a construction contract to make improvements to the Library.		
<b>Project / Issue Relates To:</b> <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>		
<input checked="" type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

Staff is requesting Council direction concerning additional funding for the Library Improvements project, as to whether a “Notice of Intent to Award” should proceed.

## **EXECUTIVE SUMMARY:**

Construction Bids were opened for the Library Improvements project on November 16<sup>th</sup>. Construction items include new paint and carpet throughout, architectural changes and reprogramming/relocating various spaces within the library, bringing the restrooms in the non-fiction area up to ADA code, and replacement of the majority of HVAC units which will extend the equipment's life approximately 20 years, and provide more consistent and efficient heating and cooling, especially since the Library is used for a warming and cooling center in the winter and summer. After evaluating all seven bids, staff determined the lowest responsible bid to be \$1,054,000. To this amount, permitting and engineering need to be added. Additionally, the construction bid does not include security gates to enable the radio frequency identification system, or any other furniture or fixtures. When adding these additional items to the construction bid, the total project cost is estimated to be \$1,350,000. The City received \$1 million in grant funds from Clackamas County and added \$30,000 from the General Fund for items such as overhead, but the total project cost is short by approximately \$320,000.

There are two alternatives for Council to consider for proceeding with the project: a) Proceed with the project as described above with additional funding for the project to be included in the upcoming March, 2018 budget supplemental, or, b) Reduce the scope of the project to bring it within the defined budget.

Staff's original intent was for the \$1M grant to fund all improvements at the library, including upgrades to the HVAC and controls. To reduce the scope of the project to bring it within budget, staff evaluated the various cost drivers contained within the bids. Reductions in architectural improvements, furniture, or the square footage of carpet and paint are inadequate to reduce the dollars needed to meet the current budget. The only feasible deductions are the 6 new HVAC units and associated electrical work and digital controls for the existing "old" side of the building. Deleting these items will save approximately \$300K to \$350K. However, the existing HVAC equipment will still need to be replaced - likely within the next 5 years, based on previous evaluations. If deleted now, the HVAC and controls improvements would be re-budgeted in a future year using other funds.

Based on having a valid bid in-hand, the real near term needs for HVAC improvements, and to avoid a second disruption to the library within the next few years, staff recommends proceeding with the current project, issuing a "Notice of Intent to Award", and including a budget adjustment in the March, 2018 budget supplemental of \$320,000, from General Fund Contingency.

## **EXPECTED RESULTS:**

### **TIMELINE:**

If council's direction is to move forward with the project as currently scoped, a Notice of Intent to Award (to 2KG) will be made 12/5/17, and a Resolution for Contract Award will be brought to Council on December 18<sup>th</sup>. Construction would start in early January, with completion before June 30, 2018. The library will remain open during construction.

**CURRENT YEAR BUDGET IMPACTS:**

The FY 17/18 budget for CIP project 8098 is \$1,030,000, with \$1M of that amount coming from a Clackamas County library district grant, and \$30,000 from the General Fund. If the Council decides to proceed with the project as described an additional \$320,000 from the General Fund would be necessary. This would be accomplished through the March, 2018 supplemental budget process. The General Fund began this fiscal year with \$2.9 million in contingency. Of that amount, approximately \$387,000 was transferred in September as part of a supplemental budget adjustment to correct budgeting errors, add master planning for Boones-Ferry Park, add fiber connectivity to the undercrossing trail project, and allocate funding per labor contracts that were not complete at the time the budget was completed. If the Council decides to proceed with this project and allocate an additional \$320,000 from the General Fund contingency, the remaining balance in the General Fund contingency would be \$2,238,164.

The Council could scale back the \$320,000 by not including approximately \$50,000 in furniture or \$15,000 for the security gates.

In the event a supplemental budget adjustment does not pass in March of 2018, other General Fund projects could be reduced or delayed to fund the contract for the Library improvements, such as the financial systems replacement project, replacing City monuments due to the change in logo, and/or sound-proofing the Human Resources office.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: SCole Date: 11/28/2017

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 11/29/2017

If a contract is awarded for the full amount, as is being recommended above, then it will need to be fully funded at the time of award. Although items could be addressed in the contract as possible additions or subtractions (in order possibly to fund in March), the construction schedule for the HVAC demolition and reinstallation may occur prior to March and then there would be no ability to delete those items from the contract. As noted by Susan above, that would leave the alternatives to be reducing some of the later library improvements, such as those described above, or delaying other previously budgeted projects, again, as noted above.

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY** (businesses, neighborhoods, protected and other groups):

A fresh look and feel to the library and a more efficient heating and cooling system.

**ALTERNATIVES:**

**CITY MANAGER COMMENT:**

**ATTACHMENTS:**

Bid Evaluation - Library Improvements - CIP 8098

**Bid Evaluation - Library Improvements - CIP 8098**

Bid Item No.	Description	2KG	First Cascade	Yorke & Curtis
1	Bonds & Insurance	\$ 15,000.00	\$ 11,028.00	\$ 70,255.00
2	Mobilization/Demob	\$ 40,000.00	\$ 5,000.00	\$ 15,000.00
3	General Requirements (div 1)	\$ 50,000.00	\$ 9,340.00	\$ 126,230.00
4	Existing Conditions (div 2)	\$ 80,000.00	\$ 71,175.00	\$ 126,230.00
5	General Construction (div 3-8)	\$ 124,000.00	\$ 166,562.00	\$ 127,432.00
6	Int. Finishes (div 9)	\$ 260,000.00	\$ 229,086.00	\$ 100,792.00
14	Specialties (div 10)	\$ 12,000.00	\$ 12,638.00	\$ 75.00
15	Plumbing (div 22)	\$ 16,000.00	\$ 15,875.00	\$ 7,299.00
16	HVAC (div 23)	\$ 350,000.00	\$ 335,000.00	\$ 70,600.00
17	Electrical (div 26)	\$ 85,000.00	\$ 77,000.00	\$ 228,700.00
18	Communications (div 27)	\$ 28,000.00	\$ 44,412.00	\$ 98,540.00
19	Electronic Security (div28)	\$ 5,000.00	\$ 17,531.00	\$ 40,000.00
<b>Calculated</b>	<b>Base Bid Total</b>	<b>\$ 1,065,000.00</b>	<b>\$ 994,647.00</b>	<b>\$ 1,011,153.00</b>
20	Alt 1 - Vestibule	\$ (7,000.00)	\$ 7,312.00	\$ 1,000.00
21	Alt 2 - Patio Door	\$ (30,000.00)	\$ 24,203.00	\$ (979.00)
22	Alt 3 - Admin Office Wall	\$ 7,000.00	\$ 3,290.00	\$ (10,418.00)
23	Alt 4 - Tile	\$ 52,000.00	\$ 54,342.00	\$ 7,524.00
24	Alt 5 - controls	\$ 26,000.00	\$ 31,686.00	\$ 65,415.00
<b>Calculated</b>	<b>Grand Total All Bid Items</b>	<b>\$ 1,113,000.00</b>	<b>\$ 1,115,480.00</b>	<b>\$ 1,073,695.00</b>
<b>Written Bid</b>		<b>\$ 1,113,000.00</b>	<b>\$ 1,101,614.00</b>	<b>\$ 1,235,046.00</b>
		<b>Match</b>	<b>Does Not Match !</b>	<b>Does Not Match !</b>
<b>Apparent Position (Written Total Bid)</b>		<b>2</b>	<b>1</b>	<b>3</b>
<b>Apparent Position (Calculated Total Bid)</b>		<b>2</b>	<b>3</b>	<b>1</b>
<b>Calculated</b>	<b>Base Bid plus Alts 1, 2, and 5</b>	<b>\$ 1,054,000.00</b>	<b>\$ 1,057,848.00</b>	<b>\$ 1,076,589.00</b>
	<b>Final Position (City Selected Alts)</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Other Project Costs</b>				
	Furniture	\$50,000		
	Service Desks	\$50,000		
	Security Gates	\$15,000		
	Permits (Building, Plumbing, Electrical) est.	\$31,000		
	Engineering & Inspection (encumbered)	\$74,000		
	Admin and Overhead (est)	\$24,000		
	Contingency	\$52,000		
	<b>All - in TOTAL PROJECT</b>	<b>\$ 1,350,000.00</b>		
	Budget (17-18)	\$1,030,000		
	<b>Deficit</b>	<b>\$ 320,000.00</b>		

11/29/2017 12:30 PM Last Updated

**URA AGENDA**

**CITY OF WILSONVILLE  
URBAN RENEWAL AGENCY**

**DECEMBER 4, 2017  
7:00 P.M.**

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

*Immediately Following the City Council Meeting*

Chair Tim Knapp

Board Member Scott Starr  
Board Member Susie Stevens

Board Member Kristin Akervall  
Board Member Charlotte Lehan

---

**CALL TO ORDER**

A. Roll Call

**CITIZEN INPUT**

**CONSENT AGENDA**

A. Minutes of the September 18, 2017 URA Meeting. (Veliz) **Page 115**

**NEW BUSINESS**

A. **URA Resolution No. 278** **Page 117**  
Year 2000 Urban Renewal Plan 11th Amendment – Approval To Forward The Year 2000 Urban Renewal Plan 11th Amendment Through The Public Review And Approval Process. (Kraushaar/Cole/Vance)

**ADJOURN**

**CITY OF WILSONVILLE  
URBAN RENEWAL AGENCY**

The Urban Renewal Agency held a regular meeting on Monday, September 18, 2017 in the Wilsonville City Hall immediately following the adjournment of the City Council meeting.

The following Board Members were present:

Chair Knapp  
Member Starr  
Member Stevens  
Member Lehan - Absent  
Member Akervall

Staff present included:

Bryan Cosgrove, City Manager  
Barbara Jacobson, City Attorney  
Kimberly Veliz, City Recorder  
Delora Kerber, Public Works Director  
Susan Cole, Finance Director  
Angela Handran, Assistant to the City Manager  
Cathy Rodocker, Assistant Finance Director  
Mike Ward, Civil Engineer

**CALL TO ORDER**

Chair Knapp called the meeting to order at 8:29 p.m. followed by roll call.

**CITIZEN INPUT**

There was none.

**PUBLIC HEARING**

Ms. Jacobson read the title of URA Resolution No. 276 into the record.

Chair Knapp opened the public hearing at 8:32 p.m. after reading the hearing format. Chair Knapp then called for public testimony, hearing none he closed the public hearing at 8:32 p.m.

A. **URA Resolution No. 276**

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2017-18.

Assistant Finance Director Cathy Rodocker presented the staff report. Oregon's Local Budget Law allows the URA Board to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. The Fiscal Year 2017-18 Budget was adopted by the Agency on June 19, 2017.

A public notice for the Urban Renewal meeting was published as required. The notice was published in the Spokesman on September 13, 2017. Oregon Budget Law requires all budget adjustments and transfers be approved prior to the end of the fiscal year, June 30, 2018.

**Motion:** Ms. Akervall moved to adopt URA Resolution No. 276. Mr. Starr seconded the motion.

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

## **CONSENT AGENDA**

A. **URA Resolution No. 277**

A Resolution Of The Urban Renewal Agency Of Wilsonville To Award A Direct Appointment Professional Services Agreement To OBEC Consulting Engineers For Construction Engineering And Inspection Services For The Tooze Road Improvement Project (CIP #4146).

B. Minutes of the June 19, 2017 URA Meeting.

**Motion:** Ms. Akervall moved to approve the consent agenda. Ms. Stevens seconded the motion.

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

## **ADJOURN**

The URA meeting adjourned at 8:34 p.m.

Respectfully submitted,

---

Kimberly Veliz, City Recorder

ATTEST:

---

Tim Knapp, Chair



## URBAN RENEWAL AGENCY MEETING STAFF REPORT

<p><b>Meeting Date:</b> December 4, 2017</p>	<p><b>Subject: URA Resolution No. 278</b> Year 2000 Urban Renewal Plan 11th Amendment – Approval to Forward the Year 2000 Urban Renewal Plan 11th Amendment Through the Public Review and Approval Process</p> <p><b>Staff Member:</b> Nancy Kraushaar, PE, Community Development Director Susan Cole, Finance Director Jordan Vance, Economic Development Manager</p> <p><b>Department:</b> Community Development and Finance</p>	
<p><b>Action Required</b></p>	<p><b>Advisory Board/Commission Recommendation</b></p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1<sup>st</sup> Reading Date:</p> <p><input type="checkbox"/> Ordinance 2<sup>nd</sup> Reading Date:</p> <p><input 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></p>	
<p><b>Staff Recommendation:</b> Staff recommends the Urban Renewal Agency (URA) adopt URA Resolution No. 278.</p>		
<p><b>Recommended Language for Motion:</b> I move to approve URA Resolution No. 278.</p>		
<p><b>Project / Issue Relates To:</b> <i>[Identify which goal(s), master plans(s) your issue relates to.]</i></p>		
<p><input type="checkbox"/> Council Goals/Priorities</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s)</p>	<p><input type="checkbox"/> Not Applicable</p>

## **ISSUE BEFORE COUNCIL:**

The Urban Renewal Agency (Agency) will consider and vote on a motion to move ahead with the public review process for the proposed Year 2000 Urban Renewal Plan 11th amendment. The amendment adds the Boeckman Dip Bridge project to the urban renewal plan and increases the maximum indebtedness.

## **EXECUTIVE SUMMARY:**

In response to previous City Council direction, staff has worked with consultants to draft the proposed 11th Amendment (Amendment) to the Year 2000 Urban Renewal Plan (Year 2000 Plan). The proposed Amendment requires specific edits to the Year 2000 Plan text and is included with URA Resolution No. 278 as **Attachment 1**. The Report Accompanying the Year 2000 Urban Renewal Plan 11th Amendment (Report) is also included with the resolution as **Attachment 2**.

At their March 20, 2017 meeting, staff briefed the Wilsonville City Council on the Boeckman Dip Bridge project and the potential to use urban renewal tax increment to fund the project. The reason for urban renewal is to provide a financing mechanism to fund improvements including transportation and utility improvements to allow for development in an Area. The Boeckman Dip Bridge project is approximately a \$14 million project. The Boeckman Road right-of-way is located within the Year 2000 Urban Renewal boundary, shown in **Figure 1**, and area consisting of 454.0 acres of land including rights-of-way.

The staff memo for the March briefing indicated the need for a substantial amendment process in order to have sufficient funding for the project. Staff suggested convening the Wilsonville Urban Renewal Task Force to consider the issue, and Council agreed and directed staff to move forward. Staff then briefed the task force on a potential amendment to the Year 2000 Plan for the Boeckman Dip Bridge at its April 24, 2017 meeting. Upon polling, the task force unanimously agreed on its support for amending the Year 2000 Plan to include the project.

With the draft Amendment and Report complete, the next step in pursuing the Amendment is for the Urban Renewal Agency to formally recommend moving forward with the public review process, including presentations to the:

- Planning Commission for them to approve conformance with the Wilsonville Comprehensive Plan;
- Clackamas County Board of Commissioners for approval and concurrence;
- West Linn-Wilsonville School District for concurrence;
- Tualatin Valley Fire and Rescue; and
- Wilsonville City Council for concurrence and adoption.

In addition, “Consult and Confer” letters will be sent to all taxing districts in the urban renewal area to inform them of the Amendment and seek their input.

The following are the key elements in the Amendment:

- The Boeckman Dip Bridge project will be added to the Year 2000 Plan; Section 600 of the Amendment outlines the project.
- This is a substantial amendment to the Year 2000 Plan.
- As a part of the Year 2000 Plan Amendment the maximum indebtedness will be increased by \$14,509,101. As this amount exceeds authority in ORS 457 for the Wilsonville City Council to approve on their own, concurrence by taxing districts that represent 75% of the permanent rate levy will be required. Concurrence from the West Linn/Wilsonville School District and Clackamas County (along with the City of Wilsonville) will meet this requirement.
- The proposed amendment would result in the Year 2000 Plan becoming subject to "revenue sharing" provisions of Oregon Revised Statutes (ORS). The amount of revenue sharing required by ORS is dependent upon the ratio of annual tax increment revenues to the value of the original frozen base. No revenue sharing is required until annual tax increment revenues exceed 10% of the original maximum indebtedness. For the Year 2000 Plan, the original maximum indebtedness was \$53,851,923. This means that mandatory revenue sharing would begin when tax increment revenues exceed \$5,385,192. However, the City of Wilsonville already "under-levies" annual tax increment revenue for the Year 2000 Plan, through a self-imposed cap of \$4 million in annual tax increment. Under this system, the URA would never achieve the level of annual tax increment revenue that would trigger the revenue sharing provisions of ORS. Thus, the district is effectively engaging in a method of revenue sharing that is more generous to impacted taxing districts than the system required by ORS. However, as the City's approach is different from the sharing requirements of ORS, the taxing districts will need to concur with the existing voluntary sharing program.
- The new proposed maximum indebtedness, the limit on the amount of funds that may be borrowed for administration, projects and programs in the Area is \$107,196,524.
- The Plan, as amended, projects 6 years of collecting tax increment revenue, ending in Fiscal Year 2022-23.

### **EXPECTED RESULTS:**

Staff will meet with the Planning Commission, Clackamas County, the West Linn-Wilsonville School District, and Tualatin Valley Fire and Rescue as part of the public review and approval process.

### **TIMELINE:**

If approved, staff anticipates the time to design and construct a bridge at this location will take approximately 5 years.

**CURRENT YEAR BUDGET IMPACTS:**

Amending the Year 2000 Plan does not have any current budget impacts. If amended, the Boeckman Dip Bridge project will need to be added to the CIP and the district would remain open three to four additional years. If the amendment were to not go forward, staff would then begin preparing the district for closure which would require a restructuring of the current debt to satisfy those obligations prior to closure.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: SCole Date: 11/17/2017

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 11/16/2017

**COMMUNITY INVOLVEMENT PROCESS:**

Community involvement includes the following tentative schedule, in accordance with ORS 457:

1. Preparation of an amendment including opportunity for citizen involvement. The citizen involvement includes review by the Wilsonville Urban Renewal Task Force, an Open House in December, and opportunity to testify at the Planning Commission hearing in December and to testify at the City Council hearing in January or February.
2. Wilsonville Urban Renewal Agency December 4, 2017 review of the proposed Amendment and accompanying Report.
3. Review and recommendation by the Wilsonville Planning Commission on December 13, 2017.
4. Presentation of the Amendment to the Clackamas County Commission for a briefing and approval vote as there are unincorporated properties within the urban renewal area, and vote on concurrence in December/January.
5. Presentation of the Amendment to the West Linn/Wilsonville School District for a briefing and vote on concurrence in December/January.
6. Presentation to Tualatin Valley Fire and Rescue, one of the taxing districts impacted by the Amendment, in December/January.
7. Notice through the Boones Ferry Messenger to all citizens of Wilsonville of a hearing before the City Council. Mail additional notices to the property owners of unincorporated properties.
8. Forwarding a copy of the proposed Amendment and the Report to the governing body of each taxing district. Sending out the formal taxing districts letters in December 2018.
9. Hearing by City Council and adoption of the proposed Amendment and accompanying Report by ordinance in January/February. The ordinance must be a non-emergency ordinance, which means that the ordinance does not take effect until 30 days after its

approval and during that time period may be referred to Wilsonville voters if a sufficient number of signatures are obtained on a referral petition.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY** (businesses, neighborhoods, protected and other groups):

The Boeckman Dip Bridge will provide a safer and more accessible connection for all travel modes.

**ALTERNATIVES:**

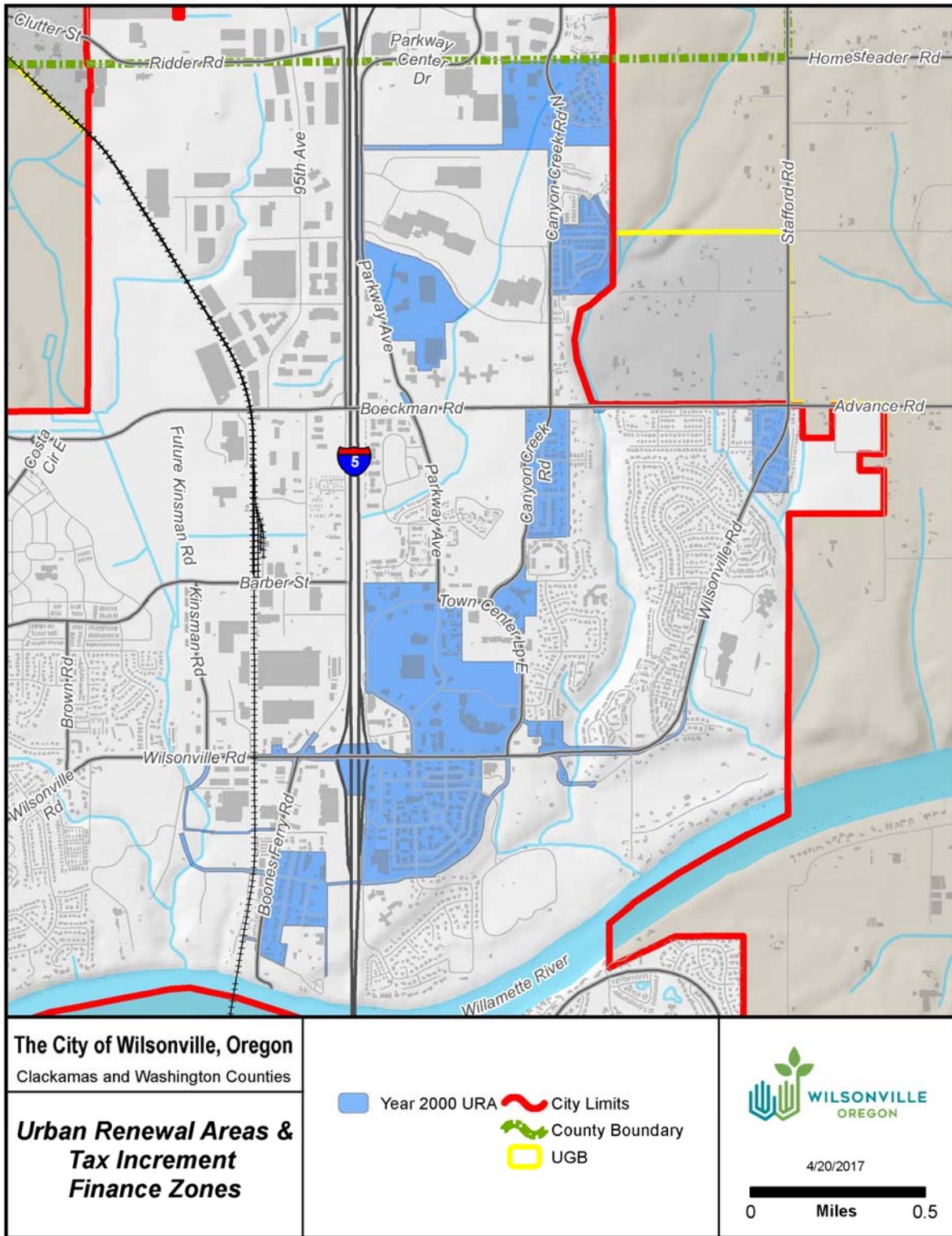
Do not move the Amendment forward through the public review process.

**CITY MANAGER COMMENT:**

**ATTACHMENTS:**

Figure 1 – Urban Renewal Area Boundary  
URA Resolution No. 278

**Figure 1 - Urban Renewal Area Boundary**



M:\projects\URA\UR\_2017.mxd

**THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE**

**URA RESOLUTION NO. 278**

**YEAR 2000 URBAN RENEWAL PLAN 11TH AMENDMENT – APPROVAL TO FORWARD THE YEAR 2000 URBAN RENEWAL PLAN 11TH AMENDMENT THROUGH THE PUBLIC REVIEW AND APPROVAL PROCESS.**

WHEREAS, the Year 2000 Urban Renewal Plan 11th Amendment (Amendment) has been drafted following Urban Renewal Task Force recommendation and Wilsonville City Council direction; and

WHEREAS, the proposed Amendment is attached hereto as **Attachment 1** and incorporated herein; and

WHEREAS, the Report Accompanying the Year 2000 Urban Renewal Plan 11th Amendment (October 30, 2017 Draft) (Report) is attached hereto as **Attachment 2** and incorporated herein; and

WHEREAS, for this Amendment which increases the maximum indebtedness by \$14,509,101, ORS 457 mandates written concurrence by taxing districts that represent 75% of the permanent rate levy; and

WHEREAS, concurrence from the City of Wilsonville, the West Linn/Wilsonville School District and Clackamas County will meet this requirement; and

WHEREAS, the following public review and approval process is proposed:

- “Consult and Confer” with all taxing districts within the urban renewal area;
- Planning Commission review for their recommendation on conformance with the Wilsonville Comprehensive Plan;
- Clackamas County Board of Commissioners review for approval and concurrence;
- West Linn-Wilsonville School District review for concurrence;
- Wilsonville City Council review for concurrence and adoption through a non-emergency ordinance; and

WHEREAS, before the public review and approval process is initiated, Urban Renewal Agency (Agency) review of the Amendment is needed along with their recommendation to forward the through the above public review and approval process for urban renewal amendments;

**NOW, THEREFORE, THE WILSONVILLE URBAN RENEWAL AGENCY  
RESOLVES AS FOLLOWS:**

1. Having reviewed the proposed Year 2000 Urban Renewal Plan 11th Amendment and Report, the Agency recommends that the public review and approval process for urban renewal amendments described herein move forward.
2. This resolution becomes effective upon adoption.

ADOPTED by the Urban Renewal Agency of the City of Wilsonville at a regular meeting thereof this 4<sup>th</sup> day of December 2017, and filed with the Wilsonville City Recorder this date.

---

Tim Knapp, Board Chair

ATTEST:

---

Kim Veliz, City Recorder

**SUMMARY OF VOTES:**

Board Chair Knapp  
Board Member Starr  
Board Member Lehan  
Board Member Akervall  
Board Member Stevens

**Attachments:**

Attachment 1 – Year 2000 Urban Renewal Plan 11th Amendment  
Attachment 2 – Report Accompanying the Year 2000 Urban Renewal Plan 11th  
Amendment (October 30, 2017 Draft)

## Year 2000 Urban Renewal Plan 11<sup>th</sup> Amendment

### Substantial Amendment

The following changes are made to the Year 2000 Urban renewal Plan. Deletions are shown in ~~crossout~~ and additions are shown in *unbolded italics*.

#### **SECTION 404 – Consistency of City’s Comprehensive Plan**

Transportation:

*The Eleventh Amendment is in conformance with the Transportation section of the Comprehensive Plan as the project to be added to the Plan is a transportation project to allow for a more safe and efficient transportation system.*

#### **SECTION 405 – Consistency with Economic Development Policy**

*The Eleventh Amendment is in conformance with the Economic Development Policy as the project to be added to the Plan is a transportation project to allow for a safer and more efficient transportation system, allowing for continued growth on employment land and improved transportation access for the residential sector to support employment by providing housing opportunities.*

#### **SECTION 600 – URBAN RENEWAL ACTIVITIES**

##### **601 Urban Renewal Projects and Improvement Activities**

###### **A) Roads, Including Utility Work Indicated:**

*(14) Boeckman Dip Bridge: The City of Wilsonville (City) recently completed master planning the 175-acre Frog Pond West area that will include improvements to a section of Boeckman Road over Boeckman Creek; the Boeckman Creek canyon is designated SROZ. Currently, this is a decades-old rural road constructed on an embankment with vertical grades that fail to comply with AASHTO (American Association of State Highway and Transportation Officials) design criteria. The road is substandard for urban use and presents safety concerns for all travel modes. The embankment blocks both salmonid and wildlife passage. The roadway lacks bike lanes and a north-side sidewalk, and the “dip” forces emergency services to slow in this area. The City’s Transportation System Plan (TSP) designates the road as a Minor Arterial; the currently planned project will address all of the shortcomings mentioned above and provide an important connection for vehicles, pedestrians and bicyclists to all residential and employment areas east and west of Boeckman Creek and the new Meridian Creek Middle School. Sewer, water, and stormwater utilities will be upgraded or relocated as needed.*

##### **602 Acquisition of Real Property**

**E) Property Which May Be Acquired by Plan Amendment:** The Agency has identified the following properties for acquisition pursuant to Section 602 of the Plan:

Summary of Text Changes

Year 2000 Urban Renewal Plan 11<sup>th</sup> Amendment – Substantial Amendment

Page 1

3) *Portions of the following tax lots may be acquired for additional right-of-way or easements concerning the Boeckman Dip Project (see attached PART TWO EXHIBITS – YEAR 2000 PLAN Exhibit 8).*

- *31W12D 03200*
- *31W12D 03300*
- *31W12D 02700*
- *31W12D 02600*
- *31W13AB15505*
- *31W13B 00100*
- *31W13B 00200*
- *31W13B 00301*
- *31W13B 02402*

## **SECTION 700 – FINANCING OF URBAN RENEWAL INDEBTEDNESS**

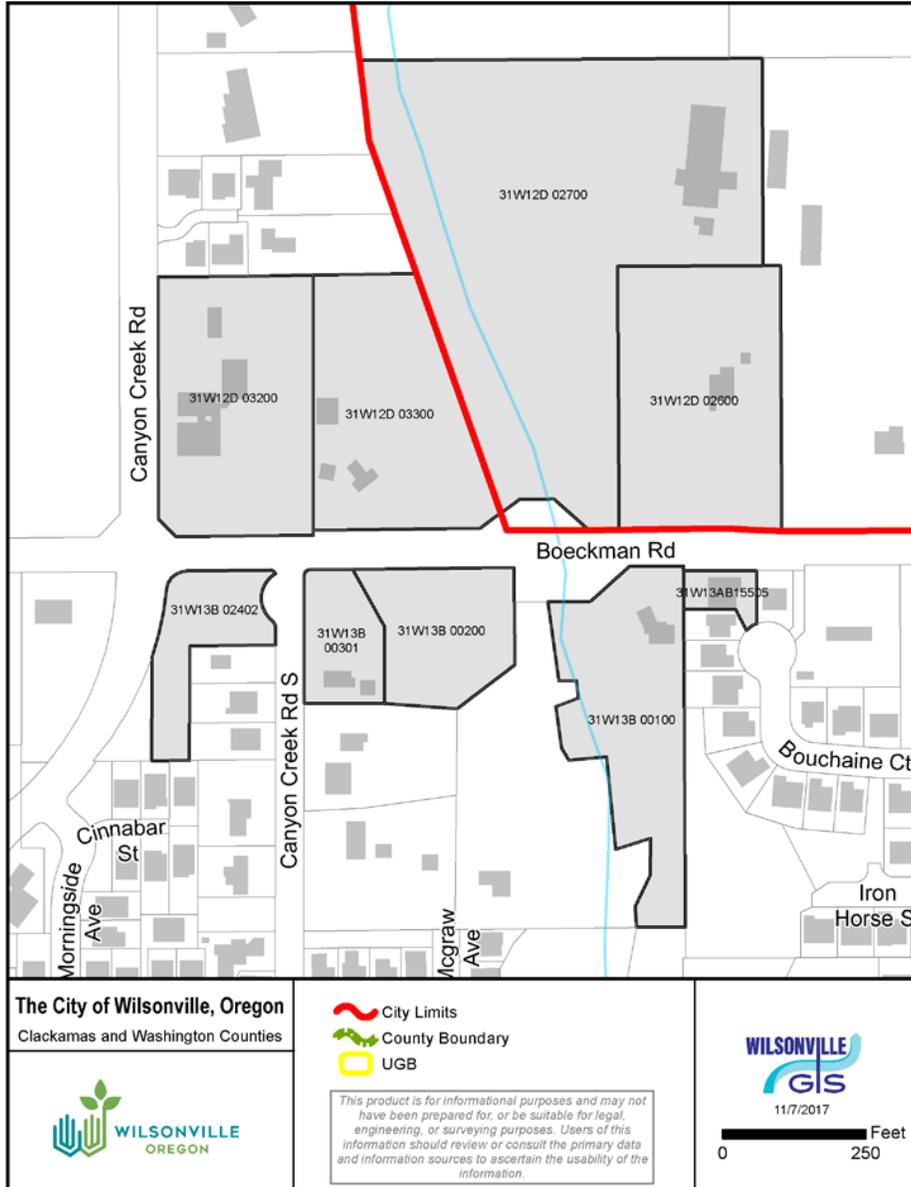
705 **Maximum Amount of Indebtedness** – The maximum amount of indebtedness that may be issued or incurred under the Plan is increased from ~~\$53,851,923.00~~–~~\$92,687,423.00~~ by ~~\$38,835,500.00~~ *\$14,509,101* to a new total of ~~\$92,687,423~~–*\$107,196,524*. This is based upon good faith estimates of the scope and costs of projects in the Plan and the schedule for their completion as completion dates were anticipated as of ~~March 1, 2007~~ *October 1, 2017*. The estimates included, but were not limited to, increases in costs due to reasonably anticipated inflation. This amount is the principal of such indebtedness and does not included interest or indebtedness incurred to refund or refinance existing indebtedness. (*Amended by Ordinance No. 498 – June 15, 1998 and Amended by Ordinance No. 639 – August 20, 2007 and Amended by Ordinance No. \_\_\_\_\_ on \_\_\_\_\_.*)

# PART TWO

## EXHIBITS – YEAR 2000 PLAN

### 8. Potential Parcels to be Acquired for Boeckman Dip Project (portions of these parcels)

#### EXHIBIT 8



Attachment 2

# **Report Accompanying the Year 2000 Urban Renewal Plan 11th Amendment**

**OCTOBER 30, 2017 DRAFT**

Adopted by the City of Wilsonville

**DATE**

**Ordinance No. \_\_\_\_**

**The Year 2000 Urban Renewal Area**

Consultant Team

**Elaine Howard Consulting, LLC**

Elaine Howard  
Scott Vanden Bos

**Tiberius Solutions LLC**

Nick Popenuk  
Ali Danko  
Rob Wyman

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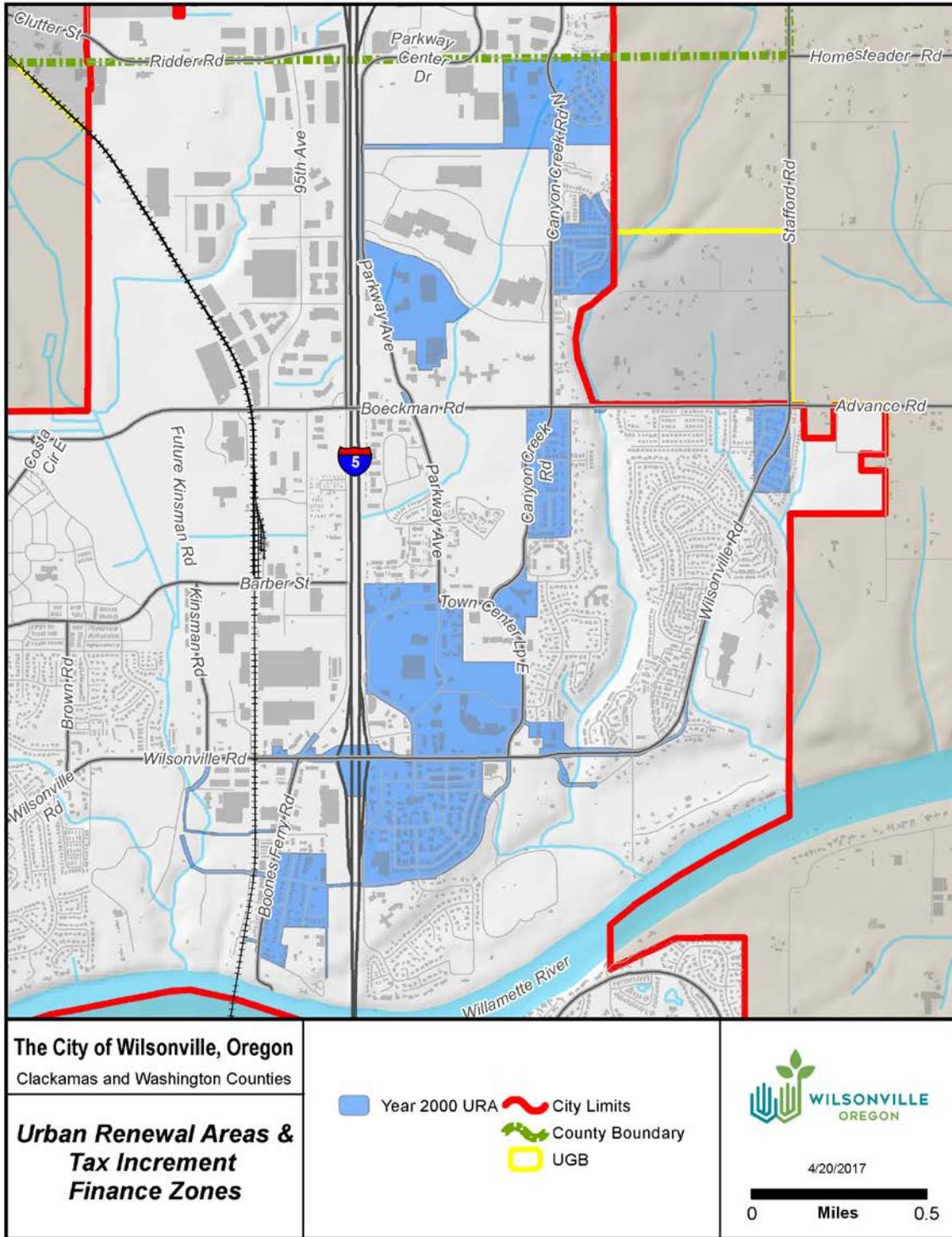
## **I. INTRODUCTION**

The Report on the Year 2000 Urban Renewal Plan Amendment (Report) contains background information and project details that pertain to the Year 2000 Urban Renewal Plan Amendment (Plan). The Report is not a legal part of the Plan, but is intended to provide public information and support the findings made by the City Council as part of the approval of the Plan.

The Report provides the analysis required to meet the standards of ORS 457.085(3), including financial feasibility. The format of the Report is based on this statute. The Report documents the existing conditions in the Year 2000 Urban Renewal Area (Area) as they relate to the proposed projects in the Plan.

The Report provides guidance on how the urban renewal plan might be implemented. As the Wilsonville Urban Renewal Agency (Agency) reviews revenues and potential projects each year, it has the authority to make adjustments to the implementation assumptions in this Report. The Agency may allocate budgets differently, adjust the timing of the projects, decide to incur debt at different timeframes than projected in this Report, and make other changes as allowed in the amendments section of the Plan.

Figure 1 – The Year 2000 Urban Renewal Plan Area Boundary



Source: City of Wilsonville GIS

## II. EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES

This section of the Report describes existing conditions within The Year 2000 Urban Renewal Area and documents the occurrence of “blighted areas,” as defined by ORS 457.010(1).

### A. Physical Conditions

#### 1. Land Use

The Area measures 454.0 total acres in size, encompassing 325.89 acres included in 657 individual parcels, and an additional 128.11 acres in public rights-of-way. An analysis of FYE 2016-2017 property classification data from the Clackamas County Department of Assessment and Taxation database was used to determine the land use designation of parcels in the Area. By acreage, “Commercial land, improved” accounts for the largest land use within the area (34.22%). This is followed by “Multi-family improved” (21.9%), and “Residential improved” (20.22%). The total land uses in the Area, by acreage and number of parcels, are shown in Table 1.

Table 1 – Existing Land Use in Area

Land Use	Parcels	% of	
		Acreage	Acreage
Commercial land, improved	58	111.52	34.22%
Multi-Family, improved	10	71.38	21.90%
Residential land, improved	436	65.88	20.22%
Industrial land, improved	3	25.03	7.68%
Industrial State appraised	2	18.68	5.73%
Commercial land, vacant	12	14.27	4.38%
Residential land, vacant	57	8.73	2.68%
Residential, condominium	73	4.41	1.35%
Tract land, vacant	1	3.60	1.10%
Industrial land, vacant	3	1.82	0.56%
Tract land, improved	1	0.53	0.16%
Multi-Family, vacant	1	0.05	0.02%
Total	657	325.89	100.00%

Source: Compiled by Tiberius Solutions LLC with data from the Clackamas County Department of Assessment and Taxation (FYE 2017)

## 2. Zoning Designations

As illustrated in Table 2, the most prevalent zoning designation (27.82%) of the Area by acreage is “Planned Development Commercial Town Center”. The second most prevalent zoning designation is “Planned Development Residential-6”, representing 20.82% of the Area.

Table 2 – Existing Zoning Designations

Zoning	Parcels	Acreage	% of Acreage
Planned Development Commercial Town Center	33	90.65	27.82%
Planned Development Residential-6	40	67.84	20.82%
Planned Development Industrial	57	60.34	18.52%
Planned Development Residential-5	213	28.36	8.70%
Planned Development Residential-3	175	25.96	7.97%
Planned Development Commercial	32	25.83	7.93%
Residential Agriculture Holding - Residential	83	19.50	5.98%
Residential	13	3.92	1.20%
Planned Development Residential-4	6	2.56	0.79%
Residential Agriculture Holding - Public	2	0.55	0.17%
Residential Agriculture-Holding	3	0.38	0.12%
Total	657	325.89	100.00%

Source: Compiled by Tiberius Solutions LLC with data from the Clackamas County Department of Assessment and Taxation (FYE 2017) and then cross-referenced with City of Wilsonville data.

## 3. Comprehensive Plan Designations

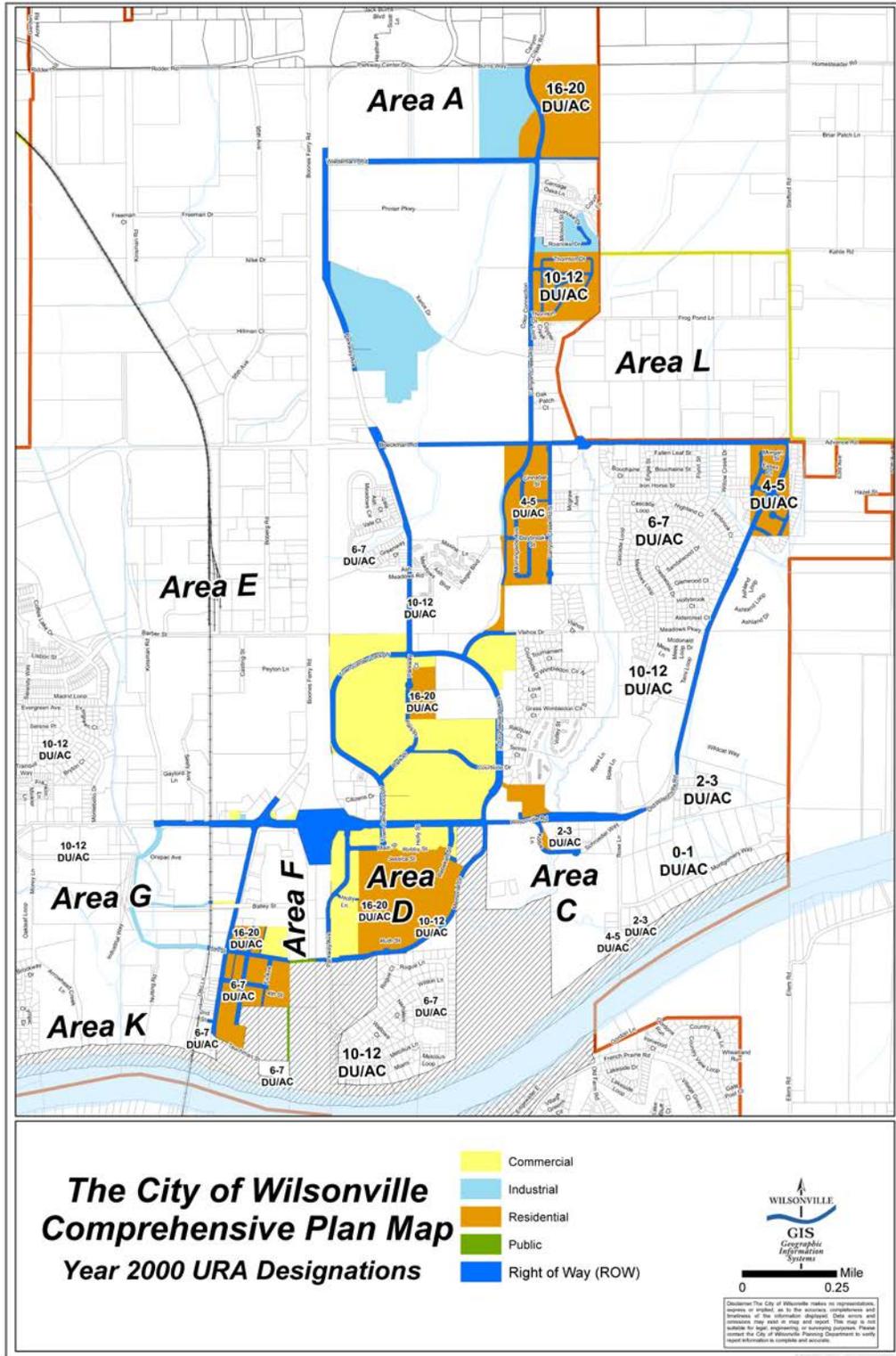
As illustrated in Table 3, the most prevalent comprehensive plan designation (45.58%) of the Area by acreage is “Residential”. The second most prevalent comprehensive plan designation is “Commercial”, representing 35.74% of the Area.

Table 3 – Existing Comprehensive Plan Designations

Comprehensive Plan Designation	Parcels	Acreage	% of Acreage
Residential	533	148.53	45.58%
Commercial	65	116.47	35.74%
Industrial	57	60.34	18.52%
Public	2	0.55	0.17%
Total	657	325.89	100.00%

Source: Compiled by Tiberius Solutions LLC data from the Clackamas County Department of Assessment and Taxation (FYE 2017) and then cross-referenced with City of Wilsonville data.

Figure 2 – Area Comprehensive Plan Designations



Source: City of Wilsonville There are two public designated parcels in the Area, however, they are so small they do not show up on the map.

## B. Infrastructure

This section identifies the existing conditions in the Area to assist in establishing blight. There are projects listed in several City of Wilsonville infrastructure master plans that relate to these existing conditions. **This does not mean that all of these projects are included in the Plan.** The specific projects that are included in the Plan are listed in Sections IV and V of this Report.

### 1. Transportation

The following are capital projects in the Area from the City of Wilsonville Transportation Systems Plan:

Project ID	Project Name	Project Description	Cost
SI-04	Wilsonville Road/Town Center Loop West Intersection Improvements	Widen the north leg of the intersection and install a second southbound right-turn lane (dual lanes).	\$500,000
BW-08	Town Center Loop Pedestrian, Bicycle, and Transit Improvements	Create more direct connections between destinations within Town Center area, improve accessibility to civic uses and transit stops, retrofit sidewalks with curb rampes, highlight crosswalks with colored pavement, and construct similar treatments that support pedestrian, bicycle, and transit access and circulations; also construct shared-use path along Town Center Loop West from Wilsonville Road to Parkway Avenue and restripe Town Center Loop East from Wilsonville Road to Parkway Avenue to a three-lane cross-section with bike facilities	\$500,000
BW-09	Town Center Loop Bike/Pedestrian Bridge	Construct bike/pedestrian bridge over I-5 approximately aligned with Barber Street to improve connectivity of Town Center area with businesses and neighborhoods on west side of I-5; include aesthetic design treatments	\$4,000,000
UU-01	Boeckman Road Dip Improvments	Upgrade at vertical curve east of Canyon Creek Road to meet applicable cross-section standards (i.e., 3 lanes with bike lanes, sidewalks, and transit stop improvements); options should also be considered to make connections to the regional trail system and to remove the culvert and install a bridge	\$12,220,000
LT-P4	Canyon Creek Trail	Shared Use Path from Canyon Creek Park to Boeckman Creek Trail providing connectivity to the neighborhoods to the south	\$200,000

### 2. Water

The following are capital projects in the Area from the City of Wilsonville's Water Master Plan:

Project ID	Description	Total Estimated Cost
168	10-inch Loop (Appts E. of Canyon Creek/Burns)	\$41,000
169	8-inch Loop between Vlahos and Canyon Creek	\$42,000
260	10-inch Extension on 4th Street (E. of Fir)	\$69,000
261	8-inch Loop - Magnolia to Tauchman	\$59,000
271	8-inch Loop near Parkway Center/Burns	\$66,000
273	12-inch Loop crossing Boeckman	\$16,000
274	8-inch Loop at Holly/Parkway	\$56,000
285	8-inch Upgrade on Boones Ferry Road (south of 2nd Street)	\$44,000
*	Pipeline and Valve Replacement (Annual Budget for 20-year planning period)	\$173,000
*	Meter Replacement (Annual Budget for 20-year Planning Period)	\$50,000

### 3. Stormwater

The following are projects in the Area from the City of Wilsonville's Stormwater Master Plan (please note that CMP is corrugated metal pipe):

Project ID	Project Name	Project Location	Existing Conditions	Proposed Solution	Cost Estimate
BC-8	Canyon Creek Estates Pipe Removal	Colvin Lane in Canyon Creek Estates	Erosion is occurring upstream and downstream of an existing culvert in the channel. Side slopes of the channel are steep, which enhances natural erosion.	Removal of the culvert and rehabilitation of the creek channel are proposed to fix existing and future channel erosion. Planting of vegetation following removal of the culvert will need to include techniques that strengthen the creek banks through bio-engineering, such as live stakes made from live cuttings of plants that enhance bank stability or other reinforcing techniques.	\$129,504
BC-5	Boeckman Creek Outfall Realignment	Boeckman Creek, north of SW Wilsonville Road	An 18-inch CMP outfall to Boeckman Creek that drains approximately 11 acres, about 300 feet north of Wilsonville Road, is installed perpendicular to the creek and discharges to a bubbler structure about 3 feet high. Water builds up in the pipe until it flows out of the top of the structure. Some erosion is occurring around the bubbler structure resulting from water dropping out of the top of the structure under pressure.	Realign the last few segments of the pipe and remove the bubbler structure. The pipe would be realigned to allow water to discharge downstream in the direction of the creek flow, reducing the erosion occurring at the outfall. Along with the riprap for energy dissipation and vegetation for stability of the riparian area, this project would assist in stabilizing the outfall.	\$38,441
ST-7	Boeckman Creek at Boeckman Road Stormwater Study	Boeckman Creek at Boeckman Road	Boeckman Creek at Boeckman Road is currently being used as a water control structure for upstream developments.	Boeckman Road may be replaced with a bridge structure, which would affect the detention facility. This study would evaluate options and identify alternatives for regional detention for upstream drainage.	\$57,000

#### 4. Sanitary Sewer

The following are projects in the Area from the City of Wilsonville's Wastewater Master Plan (please note that LF is linear feet):

Project ID	Name	Description	Project Limits	Estimated Cost
CIP-09	Parkway Interceptor	Gravity - Pipe Upsizing. 4,540 LF 12" pipe; 150 LF 15" pipe	From Elligsen Road to Boeckman Road	\$4,360,000
CIP-05	Boeckman Interceptor Phase 1	Gravity - Pipe Upsizing. 2,320 LF 18" pipe; 920 LF 21" pipe; 970 LF 24" pipe	From High School Interceptor to Memorial Park Pump Station	\$4,270,000
CIP-06	Boeckman Interceptor Phase 2	Gravity - Pipe Upsizing. 3,760 LF 18" pipe	From Boeckman Road to High School Interceptor	\$3,240,000
CIP-12	Memorial Drive Flow Splitter Structure	Flow Splitter Structure - Replacement. Replace Diversion Structure	I-5 Downstream of Memorial Park Pump Station	\$150,000
CIP-16*	Pipe Replacement (0 To 5 Years)	Gravity - Pipe Replacement. Approximately 930 LF Annually; Varied pipe diameters	Various, Approximately \$360,000 Annually	\$1,750,000
CIP-17	Town Center Loop Pump Station	Pump Station - Replacement. Replace Pump Station	Existing pump station	\$440,000
CIP-19	Boones Ferry Park Grinder Pump	Pump Station - Restroom Grinder Pump. New grinder pump for park restrooms	Boones Ferry Park	\$30,000
CIP-22*	Pipe Replacement (6 To 10 Years)	Gravity - Pipe Replacement. Approximately 930 LF Annually; Varied pipe diameters	Various, Approximately \$360,000 Annually	\$1,750,000
CIP-25*	Pipe Replacement (11 To 20 Years)	Gravity - Pipe Replacement. Approximately 930 LF Annually; Varied pipe diameters	Various, Approximately \$360,000 Annually	\$1,750,000
CIP-33	Frog Pond/Advance RD Urban Reserve Area - SW Boeckman Road	Gravity - New Pipe. 2,800 LF 18" pipe	From Stafford Road to Boeckman Creek	\$4,170,000

#### 5. Parks and Open Space

The following was reported by Jordan Vance, Economic Development Manager:

“The City’s Bicycle & Pedestrian Master Plan, Dec. 2006, recommends adding the Boeckman Creek Trail and describes it as ‘a critical piece of the potential regional trail loop around Wilsonville, linking to Memorial Park to the South, the Tonquin Trail to the West, and the Stafford Spur Trail to the East. Establishing the Boeckman Creek Trail as a regional trail would increase its usage, provide a much-needed north-south bikeway/walkway corridor and offer an amazing community amenity. This would entail adding a hard surface to facilitate non-motorized travel by wheeled vehicles such as wheelchairs, bicycles, inline skates, and skateboards.’

The City’s Frog Pond West Master Plan (July 2017) and Financing Plan includes further discussion regarding the need for the Boeckman Bridge, upgrades to the Boeckman Interceptor and extending the Boeckman Creek Trail into Frog Pond, ‘The Boeckman Creek Regional Trail will be both a neighborhood amenity and a key pedestrian connection to adjacent areas. South of Boeckman Road, the trail will run within the creek canyon along the sewer line easement. After passing under the future Boeckman Road bridge (which will span the “dip”), the trail will climb to the top of the bank and run along the edge of the vegetated corridor/SROZ and the western edge of the Frog Pond West neighborhood.’”

## C. Social Conditions

Data from the US Census Bureau are used to identify social conditions in the Area. The geographies used by the Census Bureau to summarize data do not strictly conform to the Plan Area. As such, the Census Bureau geographies that most closely align to the Plan Area are used, which, in this case, is Block Group 1, Census Tract 227.10 and Block Group 1, Census Tract 244. Within the Area, there are 554 tax lots shown as residential use. According to the US Census Bureau, American Community Survey (ACS) 2010-14, the block groups have 1,819 residents, 80% of whom are white.

Table 4 – Race in the Area

Race	Number	Percent
White alone	1,447	80%
Black or African American alone	30	2%
American Indian and Alaska Native alone	154	8%
Asian alone	5	0%
Native Hawaiian and Other Pacific Islander alone	12	1%
Some other race alone	84	5%
Two or more races	87	5%
<b>Total</b>	<b>1,819</b>	<b>100%</b>

Source: American Community Survey 2011-2015 Five-Year Estimates

The largest percentage of residents in the block groups are between 18-24 years of age (17%).

Table 5 – Age in the Area

Age	Number	Percent
Under 5 years	176	10%
5 to 9 years	69	4%
10 to 14 years	115	6%
15 to 17 years	104	6%
18 to 24 years	315	17%
25 to 34 years	258	14%
35 to 44 years	194	11%
45 to 54 years	190	10%
55 to 64 years	247	14%
65 to 74 years	107	6%
75 to 84 years	44	2%
85 years and over	-	0%
<b>Total</b>	<b>1,819</b>	<b>100%</b>

Source: American Community Survey 2011-2015 Five-Year Estimates

In the block group, 9% of adult residents have earned a bachelor's degree or higher. Another 45% have some college education without a degree, and another 26% have graduated from high school with no college experience.

Table 6 – Educational Attainment in the Area

Education	Number	Percent
Less than high school	155	15%
High school graduate (includes equivalency)	272	26%
Some college	461	45%
Associate's degree	50	5%
Bachelor's degree	80	8%
Master's degree	14	1%
Professional school degree	-	0%
Doctorate degree	-	0%
<b>Total</b>	<b>1,032</b>	<b>100%</b>

Source: American Community Survey 2011-2015 Five-Year Estimates

In the block group, 46% of commuters drove less than 10 minutes to work, and another 41% of commuters drove 10 to 19 minutes to work.

Table 7 – Travel Time to Work in the Area

Travel time to work	Number	Percent
Less than 10 minutes	276	46%
10 to 19 minutes	247	41%
20 to 29 minutes	12	2%
30 to 39 minutes	35	6%
40 to 59 minutes	9	2%
60 to 89 minutes	17	3%
90 or more minutes	-	0%
<b>Total</b>	<b>596</b>	<b>100%</b>

Source: American Community Survey 2011-2015 Five-Year Estimates

Of the means of transportation used to travel to work, the majority, 70%, drove alone with another 15% carpooling.

Table 8 – Means of Transportation to Work in the Area

Means of Transportation to Work	Number	Percent
Drove alone	434	70%
Carpooled	95	15%
Public transportation (includes taxicab)	-	0%
Motorcycle	-	0%
Bicycle	-	0%
Walked	67	11%
Other means	-	0%
Worked at home	23	4%
<b>Total</b>	<b>619</b>	<b>100%</b>

Source: American Community Survey 2011-2015 Five-Year Estimates

## D. Economic Conditions

### 1. Taxable Value of Property within the Area

The estimated total assessed value of the Area calculated with data from the Clackamas County Department of Assessment and Taxation for FYE 2017, including all real, personal, manufactured, and utility properties, is estimated to be \$438,251,352 of which \$44,087,806 is frozen base and \$394,163,546 is excess value above the frozen base.

### 2. Building to Land Value Ratio

An analysis of property values can be used to evaluate the economic condition of real estate investments in a given area. The relationship of a property's improvement value (the value of buildings and other improvements to the property) to its land value is generally an accurate indicator of the condition of real estate investments. This relationship is referred to as the "Improvement to Land Value Ratio," or "I:L." The values used are real market values. In urban renewal areas, the I:L is often used to measure the intensity of development or the extent to which an area has achieved its short- and long-term development objectives.

Table 10 below shows the improvement to land ratios for properties within the Area. One hundred and forty-six parcels in the area (17.79% of the acreage) have I:L ratios of 1.0 or less. In other words, the improvements on these properties are worth less than the land they sit on. A reasonable I:L ratio for properties in the Area is greater than or equal to 2.0. Only 269 of the 657 parcels in the Area, totaling 57.68% of the acreage have I:L ratios of greater than or equal to 2.0 in FYE 2017. In summary, the Area is underdeveloped and not contributing significantly to the tax base in Wilsonville.

Table 10 – I:L Ratio of Parcels in the Area

Improvement/Land Ratio	Parcels	Acres	% Total Acres
No Improvement Value	90	32.98	10.12%
0.01-0.50	17	9.34	2.87%
0.51-1.00	39	15.64	4.80%
1.01-1.50	63	30.63	9.40%
1.51-2.00	179	49.34	15.14%
2.01-2.50	143	58.00	17.80%
2.51-3.00	33	21.19	6.50%
3.01-4.00	9	14.91	4.58%
> 4.00	84	93.86	28.80%
Total	657	325.89	100.00%

Source: Calculated by Tiberius Solutions LLC with data from Clackamas County Department of Assessment and Taxation (FYE 2017)

### **E. Impact on Municipal Services**

The fiscal impact of tax increment financing on taxing districts that levy taxes within the Area (affected taxing districts) is described in Section IX of this Report. This subsection discusses the fiscal impacts resulting from potential increases in demand for municipal services.

The project being considered for future use of urban renewal funding is a transportation project. The use of urban renewal funding for this project provides an alternative funding source besides the City of Wilsonville's General Fund, the Road Operating Fund (gas tax), or system development charges (SDCs).

The financial impacts from tax increment collections will be countered by providing improved infrastructure to serve an area of the city scheduled for future residential development to augment the city's existing housing stock.

### **III. REASONS FOR SELECTION OF EACH URBAN RENEWAL AREA IN THE PLAN**

The reason for selecting the Area has not changed since inception of the urban renewal plan: to cure blight within the Area.

### **IV. THE RELATIONSHIP BETWEEN URBAN RENEWAL PROJECTS AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA**

The project identified for the amendment to the Year 2000 Urban Renewal Area is described below, including how it relates to the existing conditions in the Area.

## A. Transportation Improvements

1. **Boeckman Road Dip \$14,000,000** – The City of Wilsonville (City) recently completed master planning the 175-acre Frog Pond West area that will include improvements to a section of Boeckman Road over Boeckman Creek; the Boeckman Creek canyon is designated SROZ. The City’s Transportation System Plan (TSP) designates the road as a Minor Arterial; the currently planned project will address all of the shortcomings mentioned in the existing conditions below and provide an important connection for vehicles, pedestrians and bicyclists to all residential and employment areas east and west of Boeckman Creek and to the new Meridian Creek Middle School. The TSP project cost estimate was updated for this report.

Existing conditions: Currently, this is a decades-old rural road constructed on an embankment with vertical grades that fail to comply with AASHTO design criteria. The road is substandard for urban use and presents safety concerns for all travel modes. The embankment blocks both salmonid and wildlife passage. The roadway lacks bike lanes and a north-side sidewalk, and the “dip” forces emergency service vehicles to slow in this area.

## V. THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT

The schedule for construction of projects will be based on the availability of funding. The projects will be ongoing and will be completed as directed by the Agency. Annual expenditures for project administration and finance fees are also shown below.

The Area is anticipated to complete all projects and have sufficient tax increment finance revenue to terminate the district in FYE 2023. The projections indicate spending on the Boeckman Dip Bridge project will be completed in FYE 2022. The projections in the financial model assume 3.1% annual growth in the assessed value of real property and a 1.0% change in personal and manufactured property, with no change in utility property.

Estimated annual expenditures by project category are shown in Table 11. All costs shown in Table 11 are in year-of-expenditure dollars, which are adjusted by 3% annually to account for inflation. The Agency may change the completion dates in its annual budgeting process or as project decisions are made in administering the Plan.

Table 11 – Projects and Costs in Year of Expenditure Dollars

URA PROJECTS FUND	Total	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022
<b>Resources</b>						
Beginning Balance		\$ 1,808,885	\$ 3,011,528	\$ 1,823,664	\$ 254,688	\$ 275,988
Interest Earnings	\$ 71,748	\$ 18,089	\$ 30,115	\$ 18,237	\$ 2,547	\$ 2,760
Inter-Agency Loan	\$ 22,810,686	\$ 3,000,000	\$ 5,300,000	\$ 9,700,000	\$ 3,589,434	\$ 1,221,252
Bond/Loan Proceeds	\$ 2,900,000	\$ -	\$ -	\$ -	\$ 2,900,000	\$ -
Other	\$ -					
Total Resources	\$ 25,782,434	\$ 4,826,974	\$ 8,341,643	\$ 11,541,901	\$ 6,746,669	\$ 1,500,000
<b>Expenditures (YOE \$)</b>						
(Old Town Esc) East West connector	\$ (7,000,000)	\$ (1,100,000)	\$ (3,200,000)	\$ (2,700,000)		
Old Town Street Improvements	\$ (1,868,300)	\$ -	\$ (1,245,533)	\$ (622,767)		
Town Center Planning	\$ (118,000)	\$ (88,000)	\$ (20,000)	\$ (5,000)	\$ (5,000)	
Livability Projects	\$ (2,288,700)	\$ -		\$ (1,769,000)	\$ (519,700)	
Park Improvements	\$ (25,000)		\$ (25,000)			
Boeckman Dip Bridge	\$ (14,000,000)		\$ (1,400,000)	\$ (5,600,000)	\$ (5,600,000)	\$ (1,400,000)
Canyon Creek	\$ -					
Financing Fees	\$ (25,000)				\$ (25,000)	
Project Management and Admin	\$ (2,266,319)	\$ (627,446)	\$ (627,446)	\$ (590,446)	\$ (320,981)	\$ (100,000)
Total Expenditures	\$ (27,591,319)	\$ (1,815,446)	\$ (6,517,979)	\$ (11,287,213)	\$ (6,470,681)	\$ (1,500,000)
Ending Balance		\$ 3,011,528	\$ 1,823,664	\$ 254,688	\$ 275,988	\$ -

Source: Tiberius Solutions LLC

## VI. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED

Table 12 shows the allocation of tax increment revenues to debt service and loans to the project fund.

It is anticipated that all debt will be retired by FYE 2023 (any outstanding debt will be repaid). The total maximum indebtedness is \$107,196,524, increased from \$92,687,423 by \$14,509,101.

The increase in maximum indebtedness requires concurrence according to ORS 457.220 which limits the increase in maximum indebtedness to 20% of the initial maximum indebtedness as increased annually by inflation. The initial maximum indebtedness of the Year 2000 Plan was \$53,851,923. To adjust the initial maximum indebtedness, the City's consultant used a 3.0% inflation factor as used in other plans. The inflated maximum indebtedness number used for the 20% calculation was \$94,429,673, and 20% of that was \$18,885,935. That \$18,885,935 added to the original maximum indebtedness yields a potential new maximum indebtedness of \$72,737,858 that would not require concurrence. However, the maximum indebtedness of the Year 2000 Plan is already \$92,687,432, greater than \$72,737,858. This means any change to maximum indebtedness will require concurrence, as the Area's current maximum indebtedness exceeds the 20% threshold.

Table 12 – Potential Maximum Indebtedness Increases and Concurrence

Present MI	\$92,687,432	Potential New MI	\$72,737,858
Initial MI	\$53,851,923		
Inflation factor	3%		
		Potential MI Increase	Potential MI Plus Initial MI
1-Jul-99	\$55,467,481		
2000	\$57,131,505		
2001	\$58,845,450		
2002	\$60,610,814		
2003	\$62,429,138		
2004	\$64,302,012		
2005	\$66,231,073		
2006	\$68,218,005		
2007	\$70,264,545		
2008	\$72,372,481		
2009	\$74,543,656		
2010	\$76,779,965		
2011	\$79,083,364		
2012	\$81,455,865		
2013	\$83,899,541		
2014	\$86,416,528		
2015	\$89,009,023		
2016	\$91,679,294		
2017	\$94,429,673	\$18,885,935	\$72,737,858

Source: Elaine Howard Consulting LLC

Of the \$107,196,524 maximum indebtedness, it is estimated that \$81,385,000 has been used through the end of FYE 2017. The estimated total amount of tax increment revenues required

to service the remaining maximum indebtedness of \$25,811,524 is \$23,327,472 and is made up of tax increment revenues from permanent rate levies. The reason the amount of tax increment revenues needed to service the remaining maximum indebtedness is less than the remaining maximum indebtedness is because the Tax Increment Finance (TIF) Fund has a beginning balance of \$5,478,203 which has not been converted to debt, and does not yet count against the maximum indebtedness.

The finance plans shown in Table 11 and 13 assume Inter-Agency loans from the City, as well as a new bank loan in FYE 2021 to finance a portion of the cost of the Boeckman Dip Bridge project, as well as to refinance outstanding debt. The interest rate for the new bank loan is estimated at 3.25% with a five-year term. Under this assumption, the existing 2010 Bank of America loan is estimated to be paid off in 2021. The assumed financing plan maintains a debt service coverage ratio of at least 1.5 x total annual debt service payments. Although the assumption is the new loan would have a five-year term, it is anticipated there would be sufficient tax increment finance revenues to pay off the loan early, in FYE 2023, and cease collecting tax increment revenues in that year. It may be noted that the debt service coverage ratio in 2023 is not above 1.5, but that is only because the loan is being paid off early, and the payment being made is substantially larger than the payment required.

The time frame of urban renewal is not absolute; it may vary depending on the actual ability to meet the maximum indebtedness. If the economy is slower, it may take longer; if the economy is more robust than the projections, it may take a shorter time period. The Agency may decide to issue bonds or take on loans on a different schedule, and that will alter the financing assumptions. These assumptions show one scenario for financing and that this scenario is financially feasible.

Table 13 – Tax Increment Revenues and Allocations to Debt Service

TAX INCREMENT FUND	Total	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022	FYE 2023
<b>Resources</b>							
Beginning Balance		\$ 8,996,568.00	\$ 9,326,632.00	\$ 7,595,411.00	\$ 1,452,178.00	\$ 250,000.00	\$ 1,403,982.00
Interest Earnings	\$ 290,248	\$ 89,966.00	\$ 93,266.00	\$ 75,954.00	\$ 14,522.00	\$ 2,500.00	\$ 14,040.00
TIF: Current Year	\$ 22,877,472	\$ 3,759,148.00	\$ 3,994,901.00	\$ 3,994,901.00	\$ 3,987,785.00	\$ 3,987,785.00	\$ 3,152,952.00
TIF: Prior Years	\$ 450,000	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
Bond and Loan Proceeds					\$ 4,785,000.00		
Total Resources	\$ 23,617,720	\$ 12,920,682.00	\$ 13,489,799.00	\$ 11,741,266.00	\$ 10,314,485.00	\$ 4,315,285.00	\$ 4,645,974.00
<b>Expenditures</b>							
<i>Debt Service</i>							
Series 2010 - B of A	\$ (6,562,526)	\$ (594,050.00)	\$ (594,388.00)	\$ (589,088.00)	\$ (4,785,000.00)	\$ -	\$ -
New Loan and Refinancing	\$ (8,026,076)	\$ -	\$ -	\$ -	\$ (1,690,051.00)	\$ (1,690,051.00)	\$ (4,645,974.00)
Total Debt Service	\$ (14,588,602)	\$ (594,050.00)	\$ (594,388.00)	\$ (589,088.00)	\$ (6,475,051.00)	\$ (1,690,051.00)	\$ (4,645,974.00)
<i>Debt Service Coverage Ratio</i>							
		6.33	6.72	6.78	2.36	2.36	0.68
Inter-Agency Loan	\$ (22,810,686)	\$ (3,000,000.00)	\$ (5,300,000.00)	\$ (9,700,000.00)	\$ (3,589,434.00)	\$ (1,221,252.00)	\$ -
Total Expenditures	\$ (37,399,288)	\$ (3,594,050.00)	\$ (5,894,388.00)	\$ (10,289,088.00)	\$ (10,064,485.00)	\$ (2,911,303.00)	\$ (4,645,974.00)
Ending Balance		\$ 9,326,632.00	\$ 7,595,411.00	\$ 1,452,178.00	\$ 250,000.00	\$ 1,403,982.00	\$ -

Source: Tiberius Solutions LLC

## VII. FINANCIAL ANALYSIS OF THE PLAN

The estimated tax increment revenues through FYE 2023, as shown above, are based on projections of the assessed value of development within the Area and the consolidated tax rate that will apply in the Area. The assumptions include assumed growth in assessed value of 3.1% for real property and 1.0% for personal and manufactured property, derived from a combination of appreciation of existing property values and new construction. No change in value for utility property is assumed.

Additionally, our analysis assumes \$8,975,000 of exception value would be added to the tax roll in FYE 2021, based on a current development proposal in the Area that the City believes is likely to occur.

Table 14 shows the projected incremental assessed value, tax rates and tax increment revenues each year, adjusted for discounts, delinquencies, and compression losses. These projections of increment are the basis for the projections in Tables 11 and 13. Gross TIF is calculated by multiplying the tax rate times the excess value. The tax rate is per thousand dollars of value, so the calculation is “tax rate times excess value divided by one thousand.” The consolidated tax rate includes permanent tax rates and includes one general obligation bond issued by Clackamas Community College. This bond will be impacted through FYE 2020, which is when the bond is scheduled to be repaid in full.

In June 2007, the Agency adopted a resolution to limit future tax increment collections to \$4,000,000 annually (URA Resolution 156) in the Year 2000 Urban Renewal Area. This was originally achieved by reducing the acreage of the URA each year, but the City of Wilsonville instead began under-levying by reducing increment assessed value used when state legislation passed in 2009 to allow it.

Now, each year, the City of Wilsonville uses the UR-50 form to notify the Clackamas County Assessor how much increment value to use. Since FYE 2014, the City of Wilsonville has chosen to use \$303 million in increment each year, which results in TIF revenue of around \$4 million. However, because the consolidated tax rate is decreasing due to expiring bond rates, using \$303 million in increment will not generate \$4 million in TIF revenue in upcoming years. Therefore, our analysis assumes using \$322 million for FYE 2019 and 2020, \$325 million for FYE 2021 and beyond.

Using this increment value should provide TIF revenue very close to \$4 million per year, but the exact amount will depend on adjustments, including discounts for early payment, delinquent taxes, and truncation loss due to rounding. That number is shown in the “Increment Used” column in Table 14. To show the amount of the underlevy each year, Table 14 also includes a “Total Gross TIF” column, which is the amount of tax increment revenues that could have been collected from the “Total Increment” column. The “Total Gross TIF” column less the “Underlevy” column nets the “Gross TIF for URA” column. That gross number is then adjusted for delinquencies to arrive at a “Net TIF for URA”. It is this number, “Net TIF for URA”, that is intended to be no more than \$4,000,000 per year, per direction from the Agency.

Table 14 – Projected Incremental Assessed Value, Tax Rates, and Tax Increment Revenues

FYE	Assessed Value				Tax Rate	Tax Increment Finance				
	Total	Frozen Base	Total Increment	Increment Used		Total Gross TIF	Underlevy	Gross TIF for URA Adjustments	Net TIF for URA	
2018	\$451,880,969	\$44,087,806	\$407,793,163	\$303,000,000	13.0594	\$5,325,534	(\$1,368,536)	\$3,956,998	(\$197,850)	\$3,759,148
2019	\$465,934,467	\$44,087,806	\$421,846,661	\$322,000,000	13.0595	\$5,509,106	(\$1,303,947)	\$4,205,159	(\$210,258)	\$3,994,901
2020	\$480,425,029	\$44,087,806	\$436,337,223	\$322,000,000	13.0595	\$5,698,346	(\$1,493,187)	\$4,205,159	(\$210,258)	\$3,994,901
2021	\$504,342,110	\$44,087,806	\$460,254,304	\$325,000,000	12.9159	\$5,944,599	(\$1,746,931)	\$4,197,668	(\$209,883)	\$3,987,785
2022	\$520,017,276	\$44,087,806	\$475,929,470	\$325,000,000	12.9159	\$6,147,057	(\$1,949,389)	\$4,197,668	(\$209,883)	\$3,987,785
2023	\$536,179,643	\$44,087,806	\$492,091,837	\$256,962,100	12.9159	\$6,355,809	(\$3,036,912)	\$3,318,897	(\$165,945)	\$3,152,952

Source: Tiberius Solutions LLC

Notes: TIF is tax increment revenues. Tax rates are expressed in terms of dollars per \$1,000 of assessed value.

## VIII. IMPACT OF THE TAX INCREMENT FINANCING

This section describes the impact of tax increment financing of the maximum indebtedness, both until and after the indebtedness is repaid, upon all entities levying taxes upon property in the Area.

The impact of tax increment financing on overlapping taxing districts consists primarily of the property tax revenues foregone on permanent rate levies as applied to the growth in assessed value in the Area. These projections are for impacts due to the Amendment and are estimated through FYE 2023, and are shown in Tables 15a and 15b. Tables 16a and 16b indicate projections of impacts to the taxing districts if there were no Amendment. These impacts through 2019 would have been the same with or without the Amendment, but in 2020 and beyond, there are additional impacts to taxing districts because the Amendment increases the maximum indebtedness, and increases the length of time required to pay off the debt.

The West Linn Wilsonville School District and the Clackamas Education Service District revenues from permanent tax levies are not *directly* affected by the tax increment financing, but the amounts of their taxes divided for the urban renewal plan are shown in the following tables. Under current school funding law, property tax revenues from permanent rate levies are combined with State School Fund revenues to achieve per-student funding targets. Under this system, property taxes foregone due to the use of tax increment financing, are replaced with State School Fund revenues, as determined by a funding formula at the State level.

Tables 15a and 15b show the projected impacts to permanent rate levies of taxing districts as a result of this Plan Amendment. Table 15a shows the general government levies, and Table 15b shows the education levies. Please note that impacts on these tables start in FYE 2020, when the new Maximum Indebtedness begins to be used. Tables 16a and 16b show the projected impacts to permanent rate levies of taxing districts if there were no Amendment. Table 16a shows the general government levies, and Table 16b shows the education levies.

Typically, in an urban renewal plan amendment, the increase in maximum indebtedness is equal to or less than the total impacts to taxing jurisdictions due to the amendment. However, in this Amendment that is not the case. There are two factors impacting taxing districts in a plan amendment that increases maximum indebtedness: 1) the dollars that are paying for projects (included in the maximum indebtedness number); and 2) the dollars paying the interest for the debt incurred to pay for the projects (not included in the maximum indebtedness number). Usually when a plan is amended to increase the maximum indebtedness, more debt is incurred, and as such, the amount of interest paid over the life of the Plan increases. That is not projected to be the case in this Plan. In fact, due to the refinancing of a loan, the amount of interest paid over the life of this Plan is projected to decrease, and decrease enough that it causes the overall impact to the taxing districts due to the Amendment to be less than the increase in maximum indebtedness due to the Amendment.

General obligation bonds and local option levies are impacted by urban renewal if they were originally approved by voters in an election prior to October 6, 2001, and if there are tax

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compression impacts under Measure 5. There are no local option levies approved prior to October 6, 2001 that will still be in effect in the Area at the time that tax increment revenues begin to be collected. There is one bond that will be impacted. The impact of the URA on the bond rate is estimated to be less than \$0.01 per \$1,000 of assessed value. This will result in a very minor increase in property taxes for property owners. Table 17 shows the impacts through the scheduled termination of the bond in FYE 2020. Over the three-year period, for a property with an assessed value of \$100,000, the total cumulative impact would be \$0.39 in increased taxes imposed, as shown in Table 17.

Measure 5 limits property taxes from permanent rates and local option levies to \$10 per \$1,000 real market value for general government and \$5 per \$1,000 real market value for education. For each individual property where the property tax rate exceeds these limits, the property's tax bill is reduced, or compressed, first by decreasing local option levies, and then by decreasing permanent tax rates. Although the presence of urban renewal does not increase the overall tax rate in a jurisdiction, urban renewal is considered its own line item as a general government rate when evaluating the Measure 5 limits. Therefore, all other tax rates, in both general government and education, are slightly reduced to account for this. These reduced rates are called urban-renewal adjusted rates.

When an urban renewal area expires, all the adjusted rates will return to their slightly higher unadjusted rates. The education permanent tax rates and local option levies will increase. The aggregate education tax rate in this area already exceeds the \$5 per \$1,000 of assessed value, and in recent years, many properties experienced compression losses due to the Measure 5 limits. The increase in education tax rates due to the eventual termination of the URA may further increase compression losses for education. Since local option levies are compressed first in any situation where the Measure 5 limit is exceeded, they are at the greatest risk of a reduction in revenue. Therefore, in this urban renewal area, the West-Linn Wilsonville School District local option levy has the highest risk of increased compression when the urban area expires.

The potential concern over compression loss is being monitored by the City of Wilsonville and the School District. Increases in real market values of properties in recent years has alleviated much of the compression losses the School District experienced in years past. If the closure of the URA appears as if it will have significant impact on School District compression losses, the URA is prepared to phase out the collection of TIF revenue more slowly, resulting in a more gradual financial impact on the School District.

Table 18 indicates the projected tax revenue to taxing districts in FYE 2024, once urban renewal is terminated. Table 18 breaks the excess value created by the urban renewal area into two categories, "Used" and "Not Used." The "Used" category refers to the excess value that the Agency used to generate their tax increment revenues. The "Not Used" category refers to the excess value that was created in the urban renewal area, but not used for calculations determining tax increment revenues due to the Agency's decision to under-levy on an annual basis.

Table 15a – Projected Impact of Amendment on Taxing District Permanent Rate Levies - General Government -

FYE	County									
	Clackamas County Permanent	City of Wilsonville Permanent	Extension & 4-H Permanent	County Library Permanent	County Soil Conservation Permanent	FD64 TVF&R Permanent	Port of Portland Permanent	Srv 2 Metro Permanent	Vector Control Permanent	Subtotal Gen. Govt.
2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2020	\$ (495,222)	\$ (519,198)	\$ (10,299)	\$ (81,857)	\$ (10,299)	\$ (314,164)	\$ (14,439)	\$ (19,898)	\$ (1,339)	\$ (1,466,715)
2021	\$ (756,258)	\$ (792,872)	\$ (15,728)	\$ (125,005)	\$ (15,728)	\$ (479,762)	\$ (22,050)	\$ (30,386)	\$ (2,045)	\$ (2,239,834)
2022	\$ (756,258)	\$ (792,872)	\$ (15,728)	\$ (125,005)	\$ (15,728)	\$ (479,762)	\$ (22,050)	\$ (30,386)	\$ (2,045)	\$ (2,239,834)
2023	\$ (600,860)	\$ (629,950)	\$ (12,496)	\$ (99,319)	\$ (12,496)	\$ (381,179)	\$ (17,519)	\$ (24,142)	\$ (1,624)	\$ (1,779,585)
Total	\$ (2,608,598)	\$ (2,734,892)	\$ (54,251)	\$ (431,186)	\$ (54,251)	\$ (1,654,867)	\$ (76,058)	\$ (104,812)	\$ (7,053)	\$ (7,725,968)

Source: Tiberius Solutions LLC – note there are no impacts due to the Amendment until FYE 2020 when new MI is used.

Table 15b – Projected Impact of Amendment on Taxing District Permanent Rate Levies – Education

FYE	West Linn- Wilsonville School District Permanent	Clackamas Community College Permanent	Clackamas ESD Permanent	Subtotal Education	Total All
	2018	\$ -	\$ -	\$ -	\$ -
2019	\$ -	\$ -	\$ -	\$ -	\$ -
2020	\$ (1,002,802)	\$ (114,979)	\$ (75,946)	\$ (1,193,727)	\$ (2,660,442)
2021	\$ (1,531,389)	\$ (175,586)	\$ (115,977)	\$ (1,822,952)	\$ (4,062,786)
2022	\$ (1,531,389)	\$ (175,586)	\$ (115,977)	\$ (1,822,952)	\$ (4,062,786)
2023	\$ (1,216,714)	\$ (139,506)	\$ (92,146)	\$ (1,448,366)	\$ (3,227,951)
Total	\$ (5,282,294)	\$ (605,657)	\$ (400,046)	\$ (6,287,997)	\$ (14,013,965)

Source: Tiberius Solutions LLC note there are no impacts due to the Amendment until FYE 2020 when new MI is used.

Please refer to the explanation of the schools funding in the preceding section

Table 16a – Projected Impact Plan on Taxing District Permanent Rate Levies - General Government – Without Amendment

FYE	County									
	Clackamas County Permanent	City of Wilsonville Permanent	Extension & 4-H Permanent	County Library Permanent	County Soil Conservation Permanent	FD64 TVF&R Permanent	Port of Portland Permanent	Srv 2 Metro Permanent	Vector Control Permanent	Subtotal Gen. Govt.
2018	\$ (705,856)	\$ (740,030)	\$ (14,680)	\$ (116,674)	\$ (14,680)	\$ (447,788)	\$ (20,581)	\$ (28,361)	\$ (1,908)	\$ (2,090,558)
2019	\$ (749,252)	\$ (785,527)	\$ (15,582)	\$ (123,847)	\$ (15,582)	\$ (475,318)	\$ (21,846)	\$ (30,105)	\$ (2,026)	\$ (2,219,085)
2020	\$ (254,030)	\$ (266,329)	\$ (5,283)	\$ (41,990)	\$ (5,283)	\$ (161,154)	\$ (7,407)	\$ (10,207)	\$ (687)	\$ (752,370)
Total	\$ (1,709,138)	\$ (1,791,886)	\$ (35,545)	\$ (282,511)	\$ (35,545)	\$ (1,084,260)	\$ (49,834)	\$ (68,673)	\$ (4,621)	\$ (5,062,013)

Source: Tiberius Solutions LLC – note this expires when the MI is reached.

Table 16b – Projected Impact on Taxing District Permanent Rate Levies – Education – Without Amendment

FYE	West Linn- Wilsonville School District Permanent	Clackamas Community College Permanent	Clackamas ESD Permanent	Subtotal Education	Total All
2018	\$ (1,429,328)	\$ (163,884)	\$ (108,248)	\$ (1,701,460)	\$ (3,792,018)
2019	\$ (1,517,202)	\$ (173,959)	\$ (114,903)	\$ (1,806,064)	\$ (4,025,149)
2020	\$ (514,400)	\$ (58,980)	\$ (38,957)	\$ (612,337)	\$ (1,364,707)
<b>Total</b>	<b>\$ (3,460,930)</b>	<b>\$ (396,823)</b>	<b>\$ (262,108)</b>	<b>\$ (4,119,861)</b>	<b>\$ (9,181,874)</b>

Source: Tiberius Solutions LLC – note this expires when the MI is reached.

Table 17 - Projected Impact of GO Bonds

FYE	GO Bond Tax Rate (per \$1,000 AV)			Property Tax Paid per \$100,000 AV		
	Without UR	With UR	Impact of UR	Without UR	With UR	Impact of UR
2018	0.1422	0.1435	0.0013	\$ 14.22	\$ 14.35	\$ 0.13
2019	0.1423	0.1436	0.0013	\$ 14.23	\$ 14.36	\$ 0.13
2020	0.1423	0.1436	0.0013	\$ 14.23	\$ 14.36	\$ 0.13
<b>Total</b>				<b>\$ 42.68</b>	<b>\$ 43.07</b>	<b>\$ 0.39</b>

Source: Tiberius Solutions LLC

Table 18 – Additional Revenues Obtained after Termination of Tax Increment Financing

Taxing District	Type	Tax Rate	Tax Revenue in FYE 2024 (year after termination)			
			From Frozen Base	From Excess Value (Used)	From Excess Value (Not Used)	Total
<b>General Government</b>						
Clackamas County	Permanent	2.4042	\$ 105,996	\$ 617,788	\$ 605,364	\$ 1,329,148
City of Wilsonville	Permanent	2.5206	\$ 111,128	\$ 647,699	\$ 634,673	\$ 1,393,500
County Extension & 4-H	Permanent	0.0500	\$ 2,204	\$ 12,848	\$ 12,590	\$ 27,642
County Library	Permanent	0.3974	\$ 17,520	\$ 102,117	\$ 100,063	\$ 219,700
County Soil Conservation	Permanent	0.0500	\$ 2,204	\$ 12,848	\$ 12,590	\$ 27,642
FD64 TVF&R	Permanent	1.5252	\$ 67,243	\$ 391,919	\$ 384,037	\$ 843,199
Port of Portland	Permanent	0.0701	\$ 3,091	\$ 18,013	\$ 17,651	\$ 38,755
Srv 2 Metro	Permanent	0.0966	\$ 4,259	\$ 24,823	\$ 24,323	\$ 53,405
Vector Control	Permanent	0.0065	\$ 287	\$ 1,670	\$ 1,637	\$ 3,594
<i>Subtotal</i>		<i>7.1141</i>	<i>\$ 313,645</i>	<i>\$ 1,828,055</i>	<i>\$ 1,791,291</i>	<i>\$ 3,932,991</i>
<b>Education</b>						
West Linn-Wilsonville School District	Permanent	4.8684	\$ 214,637	\$ 1,250,994	\$ 1,225,836	\$ 2,691,467
Clackamas Community College	Permanent	0.5582	\$ 24,610	\$ 143,436	\$ 140,552	\$ 308,598
Clackamas ESD	Permanent	0.3687	\$ 16,255	\$ 94,742	\$ 92,837	\$ 203,834
<i>Subtotal</i>		<i>5.7953</i>	<i>\$ 255,502</i>	<i>\$ 1,489,172</i>	<i>\$ 1,459,225</i>	<i>\$ 3,203,899</i>
<b>Total</b>		<b>12.9094</b>	<b>\$ 569,147</b>	<b>\$ 3,317,227</b>	<b>\$ 3,250,516</b>	<b>\$ 7,136,890</b>

Source: Tiberius Solutions LLC

## IX. COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF URBAN RENEWAL AREA

State law limits the percentage of both a municipality's total assessed value and the total land area that can be contained in an urban renewal area at the time of its establishment to 25% for municipalities under 50,000 in population. As noted below, the frozen base (assumed to be FYE 2017 values), including all real, personal, personal, manufactured, and utility properties in the Area, is \$44,499,418. The total assessed value of the City of Wilsonville less urban renewal excess is \$2,661,811,027. The percentage of assessed value in the Urban Renewal Area is 7.43%, below the 25% threshold.

The Area contains 454 acres, including public rights-of-way, and the City of Wilsonville contains 4,835 acres. This puts 24.57% of the City's acreage in an Urban Renewal Area when including the City's other urban renewal areas, which is below the 25% threshold.

Table 19 – Urban Renewal Area Conformance with Assessed Value and Acreage Limits

Urban Renewal Area	Frozen Base/AV	Acres
West Side URA	\$16,109,831	415
Year 2000 URA	\$44,499,418	454
Coffee Creek	\$99,003,704	258.35
TIF Zones		
27255 SW 95th Ave	\$17,938,434	26.07
26440 SW Parkway	\$12,582,201	24.98
26755 SW 95th Ave	\$7,675,439	9.76
Total in URAs	\$197,809,027	1188.16
City of Wilsonville	\$3,403,012,022	4,835
UR Excess	\$741,200,995	
City less UR Excess	\$2,661,811,027	
Percent of Total	7.43%	24.57%

Source: Compiled by Elaine Howard Consulting, LLC with data from City of Wilsonville and Washington and Clackamas County Department of Assessment and Taxation (FYE 2017)

## X. RELOCATION REPORT

There is no relocation report required for the Plan. No specific acquisitions that would result in relocation benefits have been currently identified.