

**AGENDA**

**WILSONVILLE CITY COUNCIL MEETING  
AUGUST 24, 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. EXECUTIVE SESSION [15 min.]**  
A. Pursuant to ORS 192.660 (2)(e) Real Property Transactions  
ORS 192.660(2)(i) Performance Evaluations of Public Officers and Employees  
ORS 192.660(2)(h) Litigation
- 5:15 P.M. REVIEW OF AGENDA [5 min.]**
- 5:20 P.M. COUNCILORS' CONCERNS [5 min.]**
- 5:25 P.M. PRE-COUNCIL WORK SESSION**  
A. First Amendment of Parks and Recreation Master Plan [15 min.]  
with GreenPlay, 15 min. (McCarty)
- 6:40 P.M. ADJOURN**
- 

**CITY COUNCIL MEETING**

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a special session to be held, Monday, August 24, 2017 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on August 14, 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. COMMUNICATIONS**

- A. Kiwanis Tourism Grant
- B. Safety Compass of Oregon Executive Director Esther Nelson

**7:35 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.

**7:40 P.M. MAYOR'S BUSINESS**

- A. Upcoming Meetings

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**7:45 P.M. COUNCILOR COMMENTS**

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

**7:55 P.M. CONSENT AGENDA**

- A. First Amendment of Parks and Recreation Master Plan with GreenPlay

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

- A. Ord 807 – 2nd reading Annexing Approximately 2,206 Square Feet Of Territory On The South Side Of SW Advance Road West Of Future SW 63rd Avenue. (Rybold)

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**8:30 P.M. CITY MANAGER'S BUSINESS**

**8:55 P.M. LEGAL BUSINESS**

**9:00 P.M. ADJOURN**

**INFORMATION ITEMS – No Council Action Necessary.**

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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)

# CITY COUNCIL ROLLING SCHEDULE

## Board and Commission Meetings 2017

**Items known as of 08/28/17**

### AUGUST

| DATE | DAY    | TIME      | EVENT       | LOCATION         |
|------|--------|-----------|-------------|------------------|
| 8/28 | Monday | 6:30 p.m. | DRB Panel B | Council Chambers |

### September

| DATE | DAY       | TIME      | EVENT                                                          | LOCATION                |
|------|-----------|-----------|----------------------------------------------------------------|-------------------------|
| 9/5  | Tuesday   | 6 p.m.    | Boones Ferry Park Master Plan Kickoff                          | Boones Ferry Park       |
| 9/7  | Thursday  | 7 p.m.    | City Council Meeting                                           | Council Chambers        |
| 9/13 | Wednesday | 1:00 p.m. | Wilsonville Community Seniors Inc. Advisory Board              | Community Center        |
| 9/13 | Wednesday | 6 p.m.    | Planning Commission                                            | Council Chambers        |
| 9/11 | Monday    | 6:30 p.m. | DRB Panel A                                                    | Council Chambers        |
| 9/18 | Monday    | 7 p.m.    | City Council Meeting                                           | Council Chambers        |
| 9/25 | Monday    | 6:30 p.m. | DRB Panel B                                                    | Council Chambers        |
| 9/26 | Tuesday   | 6 p.m.    | French Prairie Bridge Task Force Meeting #3 - <b>Cancelled</b> | Willamette River I & II |
| 9/27 | Wednesday | 6:30 p.m. | Library Board                                                  | Library                 |

### October

| DATE  | DAY       | TIME      | EVENT                              | LOCATION                                   |
|-------|-----------|-----------|------------------------------------|--------------------------------------------|
| 10/2  | Monday    | 7 p.m.    | City Council Meeting               | Council Chambers                           |
| 10/9  | Monday    | 6:30 p.m. | DRB Panel A                        | Council Chambers                           |
| 10/11 | Wednesday | 6 p.m.    | Planning Commission                | Council Chambers                           |
| 10/12 | Thursday  | 4:30 p.m. | Park and Recreation Advisory Board | Park and Recreation Administrative Offices |
| 10/16 | Monday    | 7 p.m.    | City Council Meeting               | Council Chambers                           |
| 10/23 | Monday    | 6:30 p.m. | DRB Panel B                        | Council Chambers                           |
| 10/25 | Wednesday | 6:30 p.m. | Library Board                      | Library                                    |

## Community Events

- 8/25 Movies in the Park – *Lego Batman Movie*, Memorial Park River Shelter at dusk
- 9/4 Labor Day Holiday – City Offices Closed
- 9/9 Wilsonville Community Emergency Preparedness Fair



## CITY COUNCIL MEETING STAFF REPORT

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                            |                                                                                                                                                                                           |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Meeting Date:</b> August 24, 2017                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                            | <b>Subject: Resolution No. 2651</b><br>First Amendment of Parks and Recreation Master Plan with GreenPlay, LLC                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                            | <b>Staff Member:</b> Michael McCarty                                                                                                                                                      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                            | <b>Department:</b> Parks and Recreation                                                                                                                                                   |  |
| <b>Action Required</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                            | <b>Advisory Board/Commission Recommendation</b>                                                                                                                                           |  |
| <input type="checkbox"/> Motion<br><input type="checkbox"/> Public Hearing Date:<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date:<br><input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date:<br><input checked="" type="checkbox"/> Resolution<br><input type="checkbox"/> Information or Direction<br><input type="checkbox"/> Information Only<br><input type="checkbox"/> Council Direction<br><input checked="" type="checkbox"/> Consent Agenda |                                                            | <input type="checkbox"/> Approval<br><input type="checkbox"/> Denial<br><input type="checkbox"/> None Forwarded<br><input checked="" type="checkbox"/> Not Applicable<br><b>Comments:</b> |  |
| <b>Staff Recommendation:</b> Staff recommends that Council adopt the Consent Agenda.                                                                                                                                                                                                                                                                                                                                                                                             |                                                            |                                                                                                                                                                                           |  |
| <b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.                                                                                                                                                                                                                                                                                                                                                                                                    |                                                            |                                                                                                                                                                                           |  |
| <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 checked="" type="checkbox"/> Adopted Master Plan(s) | <input type="checkbox"/> Not Applicable                                                                                                                                                   |  |

**ISSUE BEFORE COUNCIL:** To amend the Professional Services Agreement with GreenPlay, LLC.

**EXECUTIVE SUMMARY:** In an effort to expedite the completion of the Boones Ferry Park/Duckworth Property Master Plan (originally scheduled for next fiscal year) and to save the City money, staff is recommending the current Parks and Recreation Comprehensive Master

Plan be amended to include the Boones Ferry Park/Duckworth Property Master Plan with both documents scheduled to be completed by the end of this calendar year. A stand-alone master plan for Boones Ferry Park/Duckworth Property is estimated to cost approximately \$80,000 plus the extra cost of creating Request for Proposals and staff time interviewing prospective consultants. By incorporating the two park master plans together the total extra cost is \$44,000.

This additional master planning effort for Boones Ferry Park/Duckworth Property will also consider planning efforts underway for the French Prairie Bridge, to ensure these two endeavors remain coordinated and do not inadvertently contradict each other.

**EXPECTED RESULTS:** Completion of Parks and Recreation Comprehensive Master Plan and Boones Ferry Park/Duckworth Property Master Plan.

**TIMELINE:** December 31, 2017

**CURRENT YEAR BUDGET IMPACTS:** The current budget for these planning efforts for FY 2017-18 is \$51,750. Approximately \$60,000 in unspent funds for the Park and Recreation Master Plan is anticipated to be carried forward from FY 2016-17 to the current year in the Budget Supplemental scheduled for September.

Originally, staff had phased these planning efforts so that Boones Ferry Park/Duckworth Property plan would occur in FY 2018-19, and had set aside \$100,000 of funding in that fiscal year. However, to capitalize on the current operation, \$14,000 of this funding will be pulled forward via the Budget Supplemental scheduled for September.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: Susan Cole Date: 8/01/2017

**LEGAL REVIEW / COMMENT:**

Reviewed by: Amanda Date: 7/31/2017

**COMMUNITY INVOLVEMENT PROCESS:** This process is detailed on the attached document regarding Boones Ferry Park Master Plan Scope and Tasks.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:** Providing amenities and services that the community has requested from the Parks and Recreation Department.

**ALTERNATIVES:** Not to adopt resolution and complete Boones Ferry Master Plan/Duckworth Property at a future date.

**CITY MANAGER COMMENT:**

**ATTACHMENTS:**

Resolution No. 2651

First Amendment to Professional Services Agreement

Original Professional Services Agreement with GreenPlay dated April 7, 2017

Memorandum for Additional Services from GreenPlay, LLC.

## RESOLUTION NO. 2651

### **A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GREENPLAY, LLC**

WHEREAS, one of the 2017-2019 Council Goals of the Wilsonville City Council is to create a parks and recreation system that includes high-capacity use, multi-use facilities, and revenue generating capabilities; and

WHEREAS, to achieve this Council Goal, the City of Wilsonville (“City”) planned and budgeted for the task of completing a new Parks and Recreation Master Plan; and

WHEREAS, the City performed a Request for Proposals process and selected GreenPlay, LLC as the consultant to assist in preparing and completing the Parks and Recreation Master Plan; and

WHEREAS, the City initially intended to master plan the Boones Ferry Park/Duckworth Property separate from the Parks and Recreation Master Plan; and

WHEREAS, to create a more cohesive and comprehensive Parks and Recreation Master Plan and to save on costs, the City now desires to incorporate master planning of Boones Ferry Park/Duckworth Property into the Parks and Recreation Master Plan; and

WHEREAS, the additional cost to incorporate master planning for Boones Ferry Park/Duckworth Property will increase the contract amount with GreenPlay, LLC from \$79,999.00 to \$123,999.00, which is over the \$100,000 threshold to require Council approval;

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

1. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into, on behalf of the City of Wilsonville, a First Amendment to the Professional Services Agreement, in a form substantially similar to **Exhibit A** attached hereto, for a not-to-exceed amount of \$44,000.00, bringing the total revised not-to-exceed amount to \$123,999.00.
2. This Resolution becomes effective upon the date of adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 24 day of August, 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             | Yes     |
| Council President Starr | Excused |
| Councilor Stevens       | Yes     |
| Councilor Lehan         | Yes     |
| Councilor Akervall      | Yes     |

Attachments:

Exhibit A – First Amendment to Professional Services Agreement with GreenPlay, LLC

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

This First Amendment to Professional Services Agreement (“First Amendment”) is entered into this \_\_\_\_ day of August, 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 **GreenPlay, LLC**, a Colorado limited liability company (hereinafter referred to as “Consultant”).

**RECITALS**

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Consultant on April 7, 2017 for services relating to a new Parks and Recreation Master Plan (“Project”); and

WHEREAS, the City requires additional 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**

The Agreement is amended as follows:

**Section 1. Additional Services To Be Provided**

When Consultant bid the Project, the City originally anticipated Boones Ferry Park would be planned through a master plan separate from the Parks and Recreation Master Plan. The City now desires to incorporate the planning of Boones Ferry Park within the Parks and Recreation Master Plan. As a result, Consultant will perform such additional services identified in the Supplemental Scope of Work, attached hereto as **Exhibit A** and incorporated by reference herein (“Additional Services”).

**Section 2. Compensation**

The City agrees to pay Consultant the additional not to exceed amount of FORTY-FOUR THOUSAND DOLLARS (\$44,000) to complete all Services identified in the Agreement and this First Amendment, including the Additional Services. This additional payment will be paid in accordance with the terms and conditions set forth in Section 3 of the Agreement.

**Section 3. All Other Terms**

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

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

**CONSULTANT:**

GREENPLAY, LLC

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

**EXHIBIT A**  
**BOONES FERRY PARK MASTER PLAN**  
**SCOPE OF WORK**

The following is added to the Scope of Work for the Professional Services Agreement dated April 7, 2017 (“Contract”). Except as provided herein, all work set forth in the Contract will remain as written and the timeframe for completion remains the same.

Consultant will develop a Master Plan for Boones Ferry Park (“Park”) that can be used to establish a program of improvements for the Park that will determine the type, configuration, location and extents, and estimated costs for all improvements. The process will be conducted with input from Wilsonville Parks and Recreation staff and the Wilsonville community. The final products will convey what the general nature and configuration of the Park will look like and how much it is expected to cost. The final products are not intended to be used for bidding and/or constructing the improvements, nor do they include architectural, engineering, environmental, or other assessments or studies, except as provided herein.

**Task # 1 – Project Kick-Off**

*Data/Information Gathering:* Gather project base data and other input from Wilsonville Park and Recreation staff. Outline a schedule for meetings and plan development milestones. Create a summary of project goals and objectives, desired site program elements and project issues. Review existing site information and determine what, if any, additional information will be necessary for Consultant to obtain in order to develop a comprehensive Master Plan, and advise the Parks and Recreation staff.

*Kick-Off Meeting with Wilsonville Staff:* Parks and Recreation staff involvement is expected throughout the process, but this first meeting will be critical for sharing information and defining the details of the project process. This initial team discussion includes project scope, staff project goals and objectives, budget, preliminary scheduling, potential phasing, setting document deadlines, discussing review process, and identifying agencies and stakeholders to be involved.

*Stakeholder Determination:* As part of the process for this project, the planning team and Wilsonville staff will identify key stakeholders and determine the best methods for involving them in the process. Key areas of focus for stakeholder input include project goals and objectives, desired site improvements, and possible recreation programming. Key issues or limitations will also be important to identify with these stakeholders.

*Site Visit and Evaluation:* The Consultant team will visit both the existing Park site and the adjacent City-owned parcels to perform an evaluation in the form of site inventory and analysis. This visit will generate ideas about opportunities and constraints. The evaluation will address site topography, river access, drainage, vegetation, weather patterns, views, architectural uses, surrounding vehicular and pedestrian traffic, utilities infrastructure, and any other site conditions to be considered in the Master Plan. Special attention will be paid to optimizing adjacency to the Willamette River and water-related activities, opportunities, and amenities. The site visit will

also allow for field verification of current GIS base data. This information will be obtained from conditions observable at the site and from available data sources, but does not include architectural, engineering, environmental, or other technical assessments or studies. Site photographs of key areas will be taken and recorded for documentation.

*Site Analysis:* Prepare a graphic site analysis drawing for documentation and presentation of existing site conditions. Any site opportunities and/or constraints will be noted for presentation and documented in a site analysis narrative.

*Summarize Input:* Prepare a summary of all project goals, objectives, desired site program elements and priorities, project issues, and site opportunities and constraints.

*Progress Updates:* Weekly progress reports will be made to client, at a minimum, via phone, email, and/or in-person meetings, as requested by client.

## **Task # 2 – Community Outreach and Public Participation**

*Step One – Identify Participants:* Stakeholders and targeted participants will be identified in the Kickoff Meeting. A preliminary list of potential participants may include both neighborhood and City-wide residents, representatives of local organizations and interest groups, and a variety of recreation and nature enthusiasts.

*Step Two – Prepare the Ingredients:* Prepare materials for use in engaging participants in the process through meetings, workshops, or other activities to be determined in the Kickoff Meeting. This may include:

- ♦ Documenting the site
- ♦ Understanding size, extents, adjacencies, opportunities, and constraints
- ♦ Compiling preliminary representations of possible features, amenities, and improvements
- ♦ Linking ideas to this specific Park to get specific, meaningful response
- ♦ Preparing questionnaires, maps, presentations, or other materials for use in meetings and workshops

*Step Three – Engage the Participants:* Engage participants through a public workshop. A variety of public engagement techniques are available and can be optimized for each project and setting. Consultant’s public engagement toolkit includes:

- ♦ Facilitated discussion
- ♦ Surveys and preference polls
- ♦ Design charrettes and workshops that may incorporate:
  - Facilitated sketching exercises
  - Land Use “tile” exercises
  - Scale template “park puzzle” exercises
  - Simple modeling exercises
  - Design precedent images

*Step Four – Provide Feedback and Follow-Up:* Once people have invested their opinions and ideas at the first workshop, they want to see the outcome. A second workshop will therefore be held to allow them to review and comment on draft alternative design concepts to achieve the following:

- ♦ Confirmation that their comments were heard, as well as other people's comments
- ♦ Helps them visualize how their ideas translate into design using plans, sketches, and computer modeling
- ♦ Collects more detailed public input to help guide decision-making
- ♦ Begins to build support around a shared vision

*Progress Updates:* Weekly progress reports will be made to client, at a minimum, via phone, email, and/or in-person meetings, as requested by client.

### **Task # 3 – Master Plan**

Prepare a Master Plan for the Boones Ferry Park based on the staff, stakeholders, and public input. The plan will incorporate the identified project goals and program elements with graphic presentation drawings to support the plans and project vision, with a focus on the Willamette River.

Below is the proposed process to complete the Boones Ferry Master Plan:

- ♦ Conceptual Design
- ♦ Public Meeting #1 – Conduct and facilitate a public meeting to gather input on project goals, desired site improvements, and programming. Design Concepts will provide all necessary presentation materials to support Consultant’s understanding of the site, its existing conditions, and site opportunities and constraints.
- ♦ Review meeting with staff to discuss alternatives. Determine priorities and potential phasing plans.
- ♦ Regular progress updates with Parks and Recreation staff, via phone, email and/or in-person meetings.
- ♦ Team coordination meetings and correspondence.
- ♦ Preliminary Design – Based on staff, stakeholder and public input:
  - Prepare up to three rendered alternative conceptual designs based on input from the first public meeting.
- ♦ Public Meeting #2 – Present alternative conceptual designs and sketches to public for public comments and input.
- ♦ Debrief with staff following Public Meeting #2.
- ♦ Regular progress updates with client, via phone, email and/or in-person meetings.
- ♦ Design Concepts' team coordination meetings and correspondence.
- ♦ Draft Master Plan – for presentation and discussion at Parks Board and at City Council.
- ♦ Revisions to draft Master Plan based on input received from Board and City Council.
- ♦ Prepare final rendered Master Plan with associated imagery, sketches, and/or perspectives for presentation to City Council.
- ♦ Prepare a final and refined itemized estimate of probable cost for Master Plan implementation, to be presented to City Council.

- ♦ Prepare an implementation plan that includes final phasing plan with associated estimate of probable cost for each phase, to be presented to City Council.

*Progress Updates:* Weekly progress reports will be made to client, at a minimum, via phone, email, and/or in-person meetings, as requested by client.

### **Deliverables**

- ♦ Design Concepts will provide two bound copies of the final Boones Ferry Park Master Plan document, which will include, but not be limited to:
  - All interim maps and data for use during the project
  - Site photos, site inventory, and site analysis narrative
  - Detailed analysis of river access, site topography, drainage, vegetation, weather patterns, views, architectural uses, surrounding vehicular and pedestrian traffic, utilities infrastructure, and any other site conditions
  - Plans of preferred and alternate concepts with associated narrative
  - Estimate of costs and phasing plans
  - Staff, stakeholders, public meetings, staff meetings, and workshop notes, summaries, correspondence, and attendees list
- ♦ Consultant will provide electronic PDF files of all Master Plan documents.

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made and entered into on this 7<sup>th</sup> day of April, 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 **GreenPlay, LLC**, a Colorado limited liability company (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 services required to be performed hereunder (“Services”) are completed and accepted, unless earlier terminated in accordance herewith. Except in the event of an extension of time, agreed to in writing by the City, all Services must be completed by no later than December 31, 2017.

**Section 2. Consultant’s Services**

2.1. Consultant shall diligently perform the surveys, research, public workshops, and planning Services according to the requirements and deliverable dates identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein, for the Parks and Recreation Comprehensive Master Plan Project (“Project”). Additionally, Consultant’s full proposal, dated March 21, 2016, is incorporated by reference as if fully set forth herein.

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 the firm-fixed fee of SEVENTY-NINE THOUSAND NINE HUNDRED NINETY-NINE DOLLARS (\$79,999) for performance of the Services labeled A through F ("Compensation Amount"), as set forth on **Exhibit B**. Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

3.2. The Compensation Amount is all inclusive and includes, but is not limited to, all travel expenses, work-related costs, 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.

3.3. 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 C**. Compensation above the amount show in **Subsection 3.1** above requires a written Addendum, executed in compliance with the provisions of **Section 16**.

3.4. Consultant shall only be entitled to the Compensation Amount specified in **Subsection 3.1** unless an Addendum to this Agreement is entered into prior to performance of any additional work. 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.

3.5. 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**.

#### **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 January 1, 2017, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can 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 Stan Sherer. 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 Tom Diehl. 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. Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, Consultant shall neither subcontract with others for any of the Services prescribed herein nor assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City's Project Manager specifically agrees in writing to such subcontracting. The City hereby agrees that consultant will contract with RRC Associates to provide survey services, which is a critical part of this Agreement. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided

herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

### **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 Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with and be subject to the provisions of this **Section 11** and meet the same insurance requirements of Consultant under this Agreement.

### **Section 12. Consultant Responsibilities**

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

defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

13.2. Consultant's Standard of Care and Insurance Requirements.

13.2.1. 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.

13.2.2. 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:

13.2.2.1. 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.

13.2.2.2. 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.

13.2.2.3. 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**.

13.2.2.4. 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.

13.2.2.5. 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.

13.2.2.6. 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 on-going 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.

13.2.2.7. 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.

13.3. 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; and

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. The City retains the right to elect whether or not to proceed with actual construction of the Project.

## **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, charts, maps, surveys, spreadsheets, meeting notes, 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 McCarty  
29600 SW Park Place  
Wilsonville, OR 97070

To Consultant: GreenPlay, LLC  
Attn: Tom Diehl  
1021 E. South Boulder Rd, Ste N  
Louisville, CO 80027

### **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 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:**

GREENPLAY, LLC

By: Christine Dropinski

Print Name: CHRISTINE DROPINSKI

As Its: SR. PRINCIPAL/MANAGING MEMBER

Employer I.D. No. 84-1568504

**CITY:**

CITY OF WILSONVILLE

By: Jeanna Troha

Print Name: Jeanna Troha

As Its: Assistant City manager

**APPROVED AS TO FORM:**

Barbara A. Jacobson  
Barbara A. Jacobson, Assistant City Attorney  
City of Wilsonville, Oregon

**ATTESTED TO:**

N/A  
Sandra C. King, MMC, City Recorder  
City of Wilsonville, Oregon

## **EXHIBIT A SCOPE OF WORK**

### **Revised February 17, 2017**

Consultant understands that the City of Wilsonville is interested in completing a Parks and Recreation Master Plan, which would update the existing plan that was created in 2007. Consultant knows that the City, which is located in the south Portland Metropolitan area, has experienced rapid growth, and its population is approximately 22,870 residents. This plan is intended to provide a vision for the future of parks, recreation, open space, and trails in the city, as well as recommendations for providing a high level of service in a time of rapid growth.

Consultant understands that the City recently consolidated services that were previously provided by the Public Works Department and the Community Services Department into its current Parks and Recreation Department. The City's diverse economy and beautiful setting make it a desirable place to live and work, and the parks and recreation system also contributes to this quality.

This plan will allow the City to maintain its high quality of life by developing recommendations for the parks and trails system to flourish and to be environmentally and fiscally sustainable for many years to come. The plan will also establish a concrete trails plan, with the goal of promoting alternative transportation and improving connectivity in the community. Consultant knows that the City's goals for this project include:

- Identify and serve current and future parks and recreational needs through an integrated park system that provides adequate open space, recreational services and facilities, trails, and stewardship of natural and cultural resources.
- Provide an accessible and diverse offering of park and recreation facilities and programs to all residents of Wilsonville.
- Develop an action plan and strategy for prioritizing, phasing, funding, and accomplishing the identified needs.

### **A. Strategic Kick-Off and Determination of Critical Success Factors**

#### **Project Coordination**

Consultant will work closely with the City's team during Strategic Kick-Off to identify "Critical Success Factors" and the key issues that will identify unique issues and goals, which will be incorporated into the plan. Consultant will supply written Monthly Progress Reports that cover recent progress, any outstanding issues or information needed, upcoming meetings and agendas, and next steps. Consultant had found this to be an effective communication tool, adding a level of efficiency and alignment of expectations to our projects. Consultant will always be available for phone or email communication.

- Progress meetings with the City's Project Team will be held as often as necessary, but in no case less than once per month, until the final plan is approved by the City Council.
- Consultant will supply the City's Project Manager with at least one (1) copy of all completed or partially completed reports, studies, forecasts, maps, or plans deemed necessary by the Project Manager at least three (3) working days before each progress meeting. The Project Manager will schedule the meetings, as necessary, at key times during the development of the Master Plan.
- Consultant will provide up-to-date information for posting on the City's website and/or an independent project website for review of progress by stakeholders and the public.

- Consultant’s team will present the completed Preliminary and Final Plan to the Project Team (regular monthly meeting) and separately to the Parks and Recreation Advisory Board and the City Council (a total of two (2) meetings).

**Integration of Existing Vision, Goals, Operations, Budgets, and Plans**

Consultant’s team will evaluate and effectively utilize information from recent past and/or current planning work, including the 2007 Park and Recreation Master Plan, the 2014 Community Survey, the Bicycles and Pedestrian Master Plan, the 2013 Comprehensive Plan, individual park master plans, and other planning documents, inventory maps, budgets, work plans, and funding plans utilized by the City and the Parks and Recreation Department to facilitate the comprehensive coordination of direction and recommendations.

**B. Development of Values, Vision, Mission, and Goals**

An organization’s values are comprised of the agency’s leadership and staff values, and the community values. They direct an agency’s future vision and help determine those community conditions you wish to impact through your organizational mission. Creating consensus on fundamental principles creates a logical philosophical framework that will guide your decision-making efforts.

**Articulating Previous Strategies**

Before Consultant can fully articulate Values and Vision Development, Consultant must identify previous strategies that are in operation within the agency. Like most organizations, your Department operates within the guidelines of pre-determined program and/or organizational strategies. Oftentimes these have not been formally recognized as actual strategies or expectations, nor have they been considered as part of the organization’s future. Consultant will review available policies and guidelines as made available by staff and make recommendations for any identified gaps in these areas.

**C. Community Engagement and Public Process**

Our GreenPlay team believes deeply in creating an in-depth, efficient, and cost-effective, citizen-focused process as part of all public projects. GreenPlay utilizes a detailed and well-developed stakeholder methodology that helps identify all the needs, issues, and opportunities for your community. Our team will explore knowledge of local issues and concerns that will assist in producing useful and pertinent community feedback.

The Project Team will conduct a comprehensive **“Information Gathering”** process that typically includes:

- Goal-setting, informational fact-finding, and field work
- Meetings with the staff, user groups, and other identified key community stakeholder and target populations
- Solicitation of public input through a series of open houses and public meetings during the Public Involvement
- On-site and phone meetings and work sessions
- Optional statistically-valid surveys, user surveys, and/or intercept surveying

Consultant will work with the **Project Team** during Start-Up to schedule all necessary meetings and project tasks and to arrange proper noticing of meeting(s) associated with the plan’s development. GreenPlay’s consultant team will review all prepared information for the meetings with the Project Manager prior to a scheduled meeting.

A comprehensive public participation program is critical in determining community values and needs, and ultimately regulating the success of your long range planning efforts. The participation process the Consultant uses will be customized to the community’s unique situation, emphasizing data collection methods that are efficient, effective, and that incorporate your available resources to the greatest extent possible.

GreenPlay utilizes a formalized assessment matrix that evaluates feedback from key participants through specified methodologies, providing clearly identified and measurable outcomes. The actual outline of methodology will be determined during Start-Up. The following chart of potential methods highlights our most commonly used information gathering methods.

| Potential Public Assessment & Information Gathering Tools |                                                                                                                           |                                                                                                                                                   |                                                                                                                          |                                                                                                                                                                                   |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Who                                                       | Users                                                                                                                     | Citizens/Voters                                                                                                                                   | Key Stakeholders<br>Staff & Decision Makers<br>Partners<br>Alternative Providers                                         | Consultants<br>Project Team                                                                                                                                                       |
| Methodologies                                             | Intercept Surveys<br>Focus Groups<br>Questionnaires<br>Various Group Process<br>Techniques<br>SWOT Analysis<br>Dot-ocracy | Public Meetings<br>Statistically-Valid Surveys<br>Commission Meetings<br>Websites<br>Media Outlet<br>Group Process<br>SWOT Analysis<br>Dot-ocracy | Individual Interviews<br>Small Group Meetings<br>SWOT Analysis                                                           | Facilitation<br>Inventory<br>Trends<br>Demographics<br>Benchmarking<br>Best Practices                                                                                             |
| Outcomes                                                  | Issues<br>Needs<br>Satisfaction<br>Fee Tolerance<br>Amenities<br>Identity<br>Stakeholders                                 | Support<br>Consensus<br>Education<br>Funding Tolerance<br>Priorities                                                                              | Opportunities<br>Constraints<br>Gap Analysis<br>Special Interest<br>Political Issues<br>Historic Issues<br>Niche Markets | Recommendations<br>Policies<br>Staff Development<br>Sustainability<br>Level of Service<br>Community Profile<br>Partnerships<br>Business Planning<br>Funding<br>CIP & Action Plans |

Based on previous successes, the following citizen involvement strategy approach is designed to assure residents, user groups, associations, neighboring communities, and other stakeholders that they are provided an opportunity to participate in the plan’s development, and is recommended for this project:

- **Initial Information Gathering:** Collect as much information as possible on awareness, use patterns, satisfaction, desires, barriers, vision, priorities, funding possibilities, and willingness to pay, so as to inform the development of the plan.
- **A minimum of four (4) focus group meetings,** drawing from special interest individuals and groups, associations, and other service providers (staff, schools, health clubs, seniors, open lands, etc.), open to the public at large.
- **A community-wide public meeting #1** to provide information and to validate and round out the qualitative information received from the focus groups.
- **Stakeholder interviews** with those who can contribute specific information that may need to be conveyed in a more detailed manner (might include representatives from neighboring communities, sister agencies, other departments of the City, City Council members, Parks and Recreation Advisory Board members, other Commission members, etc.).

- **Findings Presentation:** Consultant will compile and present a summary of findings from the inventory, needs assessment, and initial analysis for validation by staff, decision makers, stakeholders, and the public.
- **Community-wide public meeting #2** (could be combined with a Parks and Recreation Advisory Board and City Council presentation).
- **Draft Recommendations Presentation:** Hearing, open to the public.
- **Planning Board Presentation:** Hearing, open to the public.
- **Final Council Presentation for Adoption:** Hearing, open to the public.

### **Statistically-Valid Survey**

GreenPlay is a strong proponent of including surveys as part of all planning projects to most accurately reflect the quantitative needs of a community. While stakeholder meetings, focus groups, and public meetings allow us to draw in interested parties and users, a statistically-valid survey is the only defensible mechanism that provides feedback from the NON-USERS, who are most likely taxpayers. It is recommended that an agency conduct a similar survey at least once every five years to measure changing demand and needs.

Consultant will work with RRC Associates (RRC), an experienced survey firm that regularly works with GreenPlay in Oregon and around the country. RRC will create a survey to be mailed to randomly selected households in the City. The survey would provide critical information in determining community values, satisfaction levels, needs and priorities, preferred marketing channels, level of awareness, current usage levels, and demographic information for long-range planning efforts.

Citizens would be given the option of either completing the mailed survey form or accessing the survey online using an individual passcode (included in the mailed survey) assigned to each household. Consultant frequently uses this technique for parks, recreation, and community surveys and finds it to be effective in maintaining the random sample while also increasing response opportunities.

Questions will be drafted based on information gleaned throughout the public involvement process as well as from staff, community leaders, and steering committee input. Consultant will ask questions about what types of programs, facilities, and services residents want in their parks and recreation system, level of current usage, primary providers of services, alternative providers, quality and satisfaction levels with existing services and facilities, priorities, level of awareness of City-operated programs and facilities, and willingness to pay for new services and facilities. These questions will be supplemented with questions about specific, identified community issues, as deemed appropriate.

RRC will create a survey of four pages in length (including cover letter). Consultant expects to receive enough completed questionnaires for analysis with a margin of error of +/- 5.7 at the aggregate level (depending on response). To help improve response rates, Consultant also anticipates that the City would assist with marketing and creating public awareness of the survey through media and other channels, such as local newspaper, radio, cable TV, City website, etc. Consultant would also encourage the City to offer some sort of participant incentive for residents to take the survey, such as a prize drawing for passes to City-owned and operated recreation facilities, gift cards to a local grocery store or other local businesses, etc.

Consultant has substantial experience in designing surveys specifically for parks, recreation, and trail issues that are effective and representative of both users and non-users. The survey will be well-written

and easily understood, and the results of overall needs will be tallied and summarized. All respondent comments will be included in the final report.

#### **D. Inventory and Level of Service Analysis**

Our GreenPlay Team will collect data on the existing public and private parks, open spaces, trails, and facilities. Consultant will include relevant inventory from alternative providers, such as schools, other governmental, and other privately operated facilities, along with other parks that are included in plans for areas that are not yet developed. Consultant will work directly with the City's project team, using existing inventory as a starting point.

#### **Base-Level Inventory and Level of Service Analysis**

Traditional public parks system inventories are now typically being updated to include GIS analysis. Our GRASP® team members will update your available data set in GIS to include any newly identified parcels and available trails data. Consultant will compile an inventory of existing parks, recreation facilities, trails, and open spaces, including, but not limited to, gathering available files, mapping of each park and facility, along with staff/stakeholder identified key partners, schools, and/or alternative providers for the system on a point basis. Consultant will then create an updated GIS file and a System-Wide Resource Map of the data to prepare for analysis. Key issues and representative photos regarding any of the assets from both staff and stakeholder perspectives will be noted in a textual supplement and charts. Results will be incorporated into findings and recommendations for improvements.

#### **Component-Based Methodology (CBM)**

##### ***Level of Service Analysis***

##### ***An Improved Approach!***

##### ***GRASP® Methodology***

##### ***(Geo-Referenced Amenities Standards Process)***

Due to innovations in GIS and other technologies, many parks and recreation agencies are now choosing to move beyond the traditional capacity-style and basic GIS mapping into a Component-Based Method (CBM) for inventory and level of services analysis. Design Concepts will provide an updated CBM GRASP® inventory. Consultant has adapted and built upon previous traditional capacity-based level of service (LOS) practices to create an improved approach. GreenPlay has worked with Design Concepts, other researchers, and more than 90 communities around the U.S. since 2001 to create, test, and efficiently provide these services. Consultant calls our proprietary and trademarked version of the process: GRASP®. GreenPlay and Design Concepts were also invited researchers involved with the creation of the initial NRPA GIS and Attributes Standards Task Force, which created the precursor basis for PRORAGIS.

The available capacity-style approach will be enhanced with on-site component data collection and analysis to create a complete dataset and determine current conditions for:

- Quantity of all relevant system components
- Quality of components (3-point scaling along with aesthetic attributes)
- Functionality of components for their intended purpose for this plan lifecycle

This CBM GRASP® analysis builds upon the traditional capacity analysis, but is unique in its ability to analyze both the quantity (capacity) and quality of individual components of an entire system. These include traditional parks assets such as playgrounds, ballfields, pools, and courts, but also include specialty components, such as trails, waterfront access, disk golf, dog parks, plazas, cultural and

historical resources, art, natural areas, shelters, equestrian facilities, pickleball courts, and centers that have not been previously included in capacity analysis, but provide important community services.

The process has been developed to provide detailed customized analyses of your system based on the unique assets of your community, to determine how effectively the current system is serving residents and visitors. For example, in the traditional capacity-style system, all baseball fields are inventoried as “a baseball field.” In the CBM system, Consultant can add functional scoring that identifies the differences between practice, game fields, and youth fields, and other attributes and contributing characteristics. CBM analysis will enable us to:

- Determine current level of service and where improvements can be made based on walkability, quantity, and quality of any and all parks, trails, facilities, and athletic field facilities.
- Identify precise gaps and opportunities for location of future development of specific components, beyond just park land needs.
- Provide information for prioritization of these identified gap areas based on quantified demographics and social equity variables.

With CBM analysis, Consultant can also add more analysis on specific components, alternative providers, and programmatic locations beyond the basic parcel analysis.

Specific Perspective Analyses will be determined based on project key issues, and may include detailed heat mapping, population density comparisons, area sub-analysis, comparative charts of scoring, programmatic analysis, and/or evaluation of specific key components that may be priorities for analysis at this point in time.

With GRASP® CBM, in addition to the System Resource Map, Consultant provides a full Community Inventory Atlas, which includes aerial mapping graphics and textual descriptors for each site. Once fully analyzed, the data will provide the basis for recommendations for making improvements to address unmet needs for both active and passive recreation for many years to come. This detailed CBM dataset can also provide a strong basis for future digital assets management and maintenance plans.

**Facilities, Lands, and Asset Gaps Analysis**

Our team will research, collect, and assemble other data necessary to complete the project, given available information. Consultant can work with various information formats and will produce the final deliverables in both digital spatial analysis and textual formats that are dynamic and easily used and become the property of the City upon completion of the project. Consultant will make capital improvement recommendations, including potential phasing, acquisition, renovations, and conceptual costing.

Consultant will identify noted areas of service shortfalls and projected impact of future trends. Aligning with the results of the focus groups, stakeholder meetings, needs assessment, current capacity, and future growth, our GreenPlay team will help identify and prioritize unmet facility and asset needs in the community.

**Demographics and Trends Analysis**

GreenPlay will conduct a demographic analysis and market profile of the City and surrounding area, utilizing all information available from previous planning efforts in addition to the U.S. Census Bureau,

ESRI, and other national and local sources. Consultant will portray relevant demographic information in easy to read charts and figures, with analysis of important topics that will impact parks and recreation service delivery. In addition to informing our recommendations, Consultant utilizes the demographics to customize our approach to your community, including adjustments in our outreach efforts to include specific substantial sub-segments of your population.

Trends analysis helps evaluate demographic shifts and their impact on future parks and recreation. This analysis helps identify regional interest and participation levels for a variety of activities; how services are provided through both administrative and planning trends; and how parks and recreation, amenities, programs, and events compare to national and regional trends.

#### **Evaluation of Existing Standards**

Using the community demographic profile, stakeholder engagement results, and level of service analysis, Consultant will assess the quality and quantity of programs and facilities provided by the City. Consultant will evaluate appropriateness to the determined mission, vision, and values; applicable industry standards; and the regional comparison. Consultant will evaluate the adequacy on the basis of size and location in relation to existing and future population. Consultant will also make recommendations for minimizing duplication and/or enhancing possibilities for collaborative partnerships where appropriate.

#### **Programs and Services Gaps Analysis**

Consultant will collect and analyze information on participation, needs, desires, operations, and management strategies for programming and service offerings, and make recommendations. Consultant will identify areas of service shortfalls and projected impact of future trends.

Using the results of the statistically-valid survey, focus groups, stakeholder meetings, needs assessment, current level of service, alternative providers in the market, and current capacity, GreenPlay will identify and prioritize the unmet programming needs in the community. The gaps in programs and services can be identified using the nexus of unmet need and high importance.

### **E. Action/Implementation Plan and Funding Analysis**

#### **Action/Implementation Plan and Funding Source Table**

Consultant will work with the project team to rank and prioritize recommendations, balancing needs and cost/benefit analyses, capacity of the City, and budgetary realities. The product of this task will be a set of recommendations with strategies, priorities, and identification of budget support funding mechanisms phased into immediate, near-term, and long-term timeframes addressing needs regarding land acquisition, along with the development of parks and recreation programs and facilities. An Action Plan including costs, potential funding mechanisms, timing, and responsible party will be developed for the City of Wilsonville.

Consultant will develop recommendations for the following:

#### **A. Departmental Mission, Vision, and Goals**

1. Identify Parks and Recreation Mission and Vision
2. Identify Goals and Objectives Consistent with the Mission
3. Recreation Trends Analysis
4. Demographic Analysis

5. Level of Service Standards
6. Natural Resource Management

**B. Community Demand, Current Supply, and Needs Analysis**

1. Recreation Facilities
2. Recreation Programs
3. Parks
4. Trails and Open Space

**C. Ten-Year Growth Plan**

1. Master Plan Priorities and Recommendations
2. Possible Facility Expansion and Improvement Priorities
3. Possible Park System Expansion and/or Improvements to Existing Park System
4. Budgeting and Funding Priorities and Recommendations

**Present and Projected Fiscal Resources**

GreenPlay will conduct an overview analysis of past budgets and existing funding to meet existing needs and projected funding to meet future needs. In addition, Consultant will analyze other sources of funds, such as levies and bond issues, and strategies for land acquisition including easements. Consultant will look for gaps in the current management and funding system, and look for potential areas of improvement.

**Cost Recovery and Resource Allocation**

GreenPlay is a national leader in teaching and developing innovative approaches to handling the often contentious financial issues of “how much taxpayer subsidy is enough?” or “where should the resources go?” GreenPlay has established and improved the “Pyramid” methodology for helping agencies create an overall philosophy and approach for resource allocation, program pricing, and cost recovery evaluation. Consultant currently teaches at conferences and trains agencies and universities in the implementation and use of this straightforward but innovative methodology, which is invaluable for making tough resource allocation decisions, and creating pricing and cost recovery strategies. This methodology will be helpful for evaluating the financial sustainability of the City’s parks and recreation system from both operational and capital funding aspects. As part of your project, Consultant will use the concepts for identification of gaps and/or areas of non-consensus, along with introducing the concepts for this framework for decision making.

*Note: A full detailed analysis of cost recovery, divisional budgets, and/or pricing is not typically included in a master planning project, but can be facilitated separately or concurrently for an additional fee, if this is determined to be a key focus area.*

**Alternative Funding and Partnerships**

GreenPlay has extensive experience evaluating options for alternative funding. Alternative funding typically includes grants, donor programs, sponsorships, and/or partnerships. Our Project Team will identify key partners in the area through the planning process and can provide management recommendations to enhance this potential funding area. This task does not include procurement of alternative funding, but this can be addressed separately if desired. In fact, Consultant has developed sample partnership and sponsorship policies that our clients are using across the country. Consultant will help the City to identify if and what types of partnership opportunities may be available.

**Findings and Visioning Strategies Development Workshop**

GreenPlay team consultants will compile initial findings from the public involvement, standards, inventory, and needs assessments and will prepare a summary of Findings for staff, decision makers, stakeholders, and the public to validate their accuracy. During this stage, Consultant will confirm that all information identified and collected thus far is correct, and Consultant will ask all stakeholders to share any additional issues or opportunities for consideration as Consultant prepares to move forward into analysis and recommendations.

**Key Issues Triangulation Matrix**

During the Findings Phase of each project, GreenPlay Project Managers compile a Key Issues Triangulation Matrix that helps identify focus areas from the various tools and methodologies used to collect information. This matrix will help the Department determine progress on goals set forth in the plan, and will serve as a basis for plan updates in the future.

**Visioning Strategies Development Workshop**

Consultant recognizes that our team needs to work with the City’s Project Team to fully analyze identified findings and to create implementable recommendations for your future. Consultant wants to be respectful of the staff’s time, while thoughtfully contributing our identified ideas, suggestions, and qualitative and quantitative findings. Consultant also wants to engage all interested members and key stakeholders in determining future vision and action plan steps for the City’s parks and recreation needs.

Following review of the Findings, Consultant will facilitate a **Visioning Strategies Workshop** that will include an analysis of all findings, including operational feasibility, political or historical constraints, and any other potential challenges. Consultant will also identify opportunities for implementation steps, work plans, and funding implications.

This Workshop will help provide an articulated guiding vision for future acquisition, development, and maintenance of recreation facilities, with goals, desired outcomes, and standards identified to direct policy and acquisition for existing and proposed facilities.

**F. Draft and Final Plans, Presentations, and Deliverables**

The Draft Parks and Recreation Master Plan will include all findings, needs assessment, public engagement results, written goals, plans, objectives, and policy statements that articulate a clear vision and model (a “road map”) for the City’s future. These will be submitted for preliminary review, and all comments will be incorporated into your Final Plan. After the review, Consultant will assist in guiding the Plan through the formal adoption process, including review and recommendation by the project management team, and presentations of the draft recommendations and final Master Plan to the Parks and Recreation Department, the Parks and Recreation Advisory Board, and the City Council for adoption of the final plan.

Deliverables will include all aspects outlined in the preceding tasks, summarized as:

- A detailed work plan identifying a schedule for completion.
- Draft Master Plan which will include all the information contained in the Scope of Work.
- One (1) printed and one (1) electronic copy of the Draft Plan shall be provided for distribution and review.
- Appropriate written materials and graphics (maps, slides, power point presentations, etc.) will be provided for public presentations.

- One (1) printed and one electronic (1) copy of the Final Plan.
- All deliverables will be submitted in a format compatible with the City’s software.

**Our plans also include at no additional charge:**

- **Qualitative and Quantitative analysis methods** beyond those specified, designed to address specific key issues, constraints, and opportunities, the City’s future livability, and the contribution of parks and recreation to economic development, community vitality, and long-term viability.
- **Our commitment** that for each task, Consultant will quickly assess your current circumstances and provide specific information that you need to move to the next level, rather than providing you with just a standard planning response, whether you need it or not.

**PROPOSED PROJECT TIMELINE**

GreenPlay typically prepares Parks and Recreation Master Plans within 10-12 months. Consultant will allocate appropriate resources to meet the deadlines. To meet this schedule, Consultant requests that the City’s project staff be responsive with turnaround on review and approval of documents, and Consultant will work jointly to lay out a mutually agreed upon detailed timeline upon award of the project in order to meet this timeframe. Our team recognizes the need to be both flexible and efficient as part of a community planning process. Consultant will conduct and attend the necessary number of meetings in order to complete this project in a way that works specifically for your agency. **Consultant have never missed a project end date due to internal GreenPlay workloads.**

| City of Wilsonville, Oregon<br>Parks and Recreation Comprehensive Master Plan |  | Months |   |   |   |   |   |   |   |   |   |  |
|-------------------------------------------------------------------------------|--|--------|---|---|---|---|---|---|---|---|---|--|
| Tasks and Key Meetings                                                        |  | M      | A | M | J | J | A | S | O | N | D |  |
| A. Strategic Kick-Off and Determination of Critical Success Factors           |  | X      |   |   |   |   |   |   |   |   |   |  |
| B. Values, Vision, and Mission Development                                    |  |        | X |   |   | X |   |   |   |   |   |  |
| C. Community and Stakeholder Engagement                                       |  |        | X |   |   | X |   |   |   |   |   |  |
| Statistically-Valid Survey                                                    |  |        | X |   |   | X |   |   |   |   |   |  |
| D. Inventory and Level of Service Analysis                                    |  |        | X |   |   | X |   | X |   |   |   |  |
| E. Action/Implementation Plan and Funding Analysis                            |  |        |   |   |   | X |   | X |   |   |   |  |
| F. Draft and Final Master Plan and Deliverables                               |  |        |   |   |   | X |   | X |   | X |   |  |

X = Key Meetings and Presentations

While GreenPlay staff will be available throughout the project by phone and email for ongoing communications and for progress meetings, the primary team visits are organized as follows:

1. **Strategic Kick-Off:** A continuing series of calls as our team familiarizes itself with the existing planning documents, materials, survey results, etc. and works with you to arrange future meetings.
2. **Community Engagement/Inventory and Information Gathering:** The full team is on-site for multiple days of intensive work conducting on-site inventories and meetings with the staff and the project team. Consultant also meets with the focus groups, public meetings, various committees and stakeholders, etc., as needed.  
Consultant will conduct a minimum of three (3) public meetings and two (2) focus groups.
3. **Findings and Visioning:** Consultant will identify key issues for solution development. Full-day workshops with the project team and staff to develop draft recommendations and implementation strategies.
4. **Draft Presentations**
5. **Final Plan Presentation**

## EXHIBIT B

| City of Wilsonville, Oregon<br>Parks and Recreation Comprehensive Master Plan |                 |                    |                 |                 |
|-------------------------------------------------------------------------------|-----------------|--------------------|-----------------|-----------------|
|                                                                               | GreenPlay       | Design<br>Concepts | RRC             | Total           |
| <b>A. Strategic Kick-Off and Determination of Critical Success Factors</b>    | \$3,150         | \$500              |                 | \$3,650         |
| <b>B. Values, Vision, and Mission Development</b>                             | \$3,308         |                    |                 | \$3,308         |
| <b>C. Community and Stakeholder Engagement</b>                                | \$7,350         | \$1,000            |                 | \$8,350         |
| <b>Statistically-Valid Survey</b>                                             | \$1,313         |                    | \$13,500        | \$14,813        |
| <b>D. Inventory and Level of Service Analysis</b>                             | \$3,413         | \$14,000           |                 | \$17,413        |
| <b>E. Action/Implementation Plan and Funding Analysis</b>                     | \$7,770         | \$3,000            |                 | \$10,770        |
| <b>F. Draft and Final Master Plan and Deliverables</b>                        | \$16,696        | \$5,000            |                 | \$21,696        |
| <b>Total</b>                                                                  | <b>\$42,999</b> | <b>\$23,500</b>    | <b>\$13,500</b> | <b>\$79,999</b> |

*This project is billed as Firm-Fixed Fee, meaning that all travel and reimbursables are built into the per task cost.*

## EXHIBIT C

### **As a baseline:**

GreenPlay's rate for additional services is based on an average of \$150 per hour if not proposed as "firm-fixed fee." For sub-consultants, hourly rates range from \$60 to \$150 per hour, depending on the task. As this project is based on a firm-fixed fee, our consultants will dedicate the necessary time to complete the project. Our sub-consultant team members set their hourly rates according to their individual firm fee schedules. While the hourly rates may sound high, when considering the costs for implementing additional experienced and professional full-time staff, benefits, insurances, office space, computers and equipment, support staff, utilities, etc., we find that this rate is usually comparable to or lower than what an agency would spend for in-house staff. An additional benefit is that when the project is finished, the expense ends. GreenPlay typically submits an invoice for payment to the project manager/primary contact person on a monthly basis. Each invoice includes a brief description of the services provided and percentage of Scope completed to date. Invoices past due over 60 days will accrue 1.5% interest per month. Other structures for compensation and payment can be negotiable prior to contract award.



## CITY COUNCIL MEETING STAFF REPORT

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                 |                                                                                                                                                                           |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Meeting Date:</b> August 24, 2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                 | <b>Subject: Ordinance No. 807 - 2<sup>nd</sup> Reading</b><br>Annexation of approximately 2,206 square feet of territory on the south side of SW Advance Road             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                 | <b>Staff Member:</b> Kimberly Rybold, AICP, Associate Planner                                                                                                             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                 | <b>Department:</b> Community Development                                                                                                                                  |  |
| <b>Action Required</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                 | <b>Advisory Board/Commission Recommendation</b>                                                                                                                           |  |
| <input checked="" type="checkbox"/> Motion<br><input checked="" type="checkbox"/> Public Hearing Date:<br><input checked="" type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date:<br>August 7, 2017<br><input checked="" type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date:<br>August 24, 2017<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Information or Direction<br><input type="checkbox"/> Information Only<br><input type="checkbox"/> Council Direction<br><input type="checkbox"/> Consent Agenda |                                                 | <input checked="" type="checkbox"/> Approval<br><input type="checkbox"/> Denial<br><input type="checkbox"/> None Forwarded<br><br><input type="checkbox"/> Not Applicable |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                 | <b>Comments:</b> Following their review at the July 24, 2017 meeting, the Development Review Board, Panel B recommends approving the requested annexation.                |  |
| <b>Staff Recommendation:</b> Staff recommends that Council adopt Ordinance No. 807.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                 |                                                                                                                                                                           |  |
| <b>Recommended Language for Motion:</b> I move to approve Ordinance No. 807 on 2 <sup>nd</sup> reading.                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                 |                                                                                                                                                                           |  |
| <b>Project / Issue Relates To:</b> Annexation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                 |                                                                                                                                                                           |  |
| <input type="checkbox"/> Council Goals/Priorities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Adopted Master Plan(s) | <input checked="" type="checkbox"/> Not Applicable                                                                                                                        |  |

**ISSUE BEFORE COUNCIL:** Approve or deny Ordinance No. 807 to annex approximately 2,206 square feet on the south side of SW Advance Road west of SE 63<sup>rd</sup> Avenue.

**EXECUTIVE SUMMARY:** The subject property was acquired by the West Linn-Wilsonville School District in order to complete the required improvements for SW 63<sup>rd</sup> Avenue. This road will provide access to Meridian Creek Middle School, which is currently under construction, along with a public park that is planned on the east side of SW 63<sup>rd</sup> Avenue. Annexation of this property will allow for dedication of the right-of-way to the City of Wilsonville. A minor UGB amendment was recently approved by Metro to bring the 2,206 square-foot site into the UGB.

**EXPECTED RESULTS:** Adoption of Ordinance No. 807.

**TIMELINE:** The annexation shall become effective upon filing of the annexation records with the Secretary of State as provided by ORS 222.180.

**CURRENT YEAR BUDGET IMPACTS:** None anticipated.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: SCole Date: 8/11/17

**LEGAL REVIEW / COMMENT:**

Reviewed by: BJacobson Date: 8/11/17

**COMMUNITY INVOLVEMENT PROCESS:** The required public hearing notices have been sent.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY** (businesses, neighborhoods, protected and other groups): Ordinance No. 807 will support the provision of access to Meridian Creek Middle School and the future park planned to the east of SW 63<sup>rd</sup> Avenue.

**ALTERNATIVES:** There are no feasible alternatives.

**CITY MANAGER COMMENT:**

**ATTACHMENTS:**

Exhibit A – Ordinance No. 807 and Attachments:

Attachment 1 – Legal Description and Sketch Depicting Land/Territory to be Annexed

Attachment 2 – Petition for Annexation

Attachment 3 – Annexation Findings, July 24, 2017

Attachment 4 – Development Review Board Panel ‘B’ Resolution No. 338 Recommending Approval of the Annexation

**ORDINANCE NO. 807**

**AN ORDINANCE OF THE CITY OF WILSONVILLE ANNEXING APPROXIMATELY 2,206 SQUARE FEET OF TERRITORY ON THE SOUTH SIDE OF SW ADVANCE ROAD INTO THE CITY LIMITS OF THE CITY OF WILSONVILLE, OREGON. THE TERRITORY IS MORE PARTICULARLY DESCRIBED AS A PORTION OF TAX LOT 2100 OF SECTION 18, T3S, R1W, CLACKAMAS COUNTY, OREGON, WEST LINN-WILSONVILLE SCHOOL DISTRICT, OWNER.**

WHEREAS, The West Linn-Wilsonville School District is the sole owner of certain real property legally described and depicted in Attachment 1 on which no persons or electors reside; and

WHEREAS, consistent with ORS 222.111 (2) a proposal for annexation was initiated by petition by the School District, as owner of all real property in the territory to be annexed; and

WHEREAS, the land to be annexed is within the Urban Growth Boundary; and

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

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

WHEREAS, Panel B of the Development Review Board considered the annexation and after a duly advertised public hearing held on July 24, 2017 recommended City Council approve the annexation; and

WHEREAS, on August 7, 2017, the City Council held a public hearing as required by Metro Code 3.09.050; and

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

WHEREAS, the annexation is not contested by any necessary party;

NOW, THEREFORE, THE CITY OF WILSONVILLE DOES ORDAIN AS FOLLOWS:

Section 1. The tract of land, described and depicted in Attachment 1, is declared annexed to the City of Wilsonville.

Section 2. The findings and conclusions incorporated in Attachment 3 are adopted. The City Recorder shall immediately file a certified copy of this ordinance with Metro and other agencies required by Metro Code Chapter 3.09.050(g) and ORS 222.005. The annexation shall become effective upon filing of the annexation records with the Secretary of State as provided by ORS 222.180.

SUBMITTED to the Wilsonville City Council and read the first time at a meeting thereof on the 7<sup>th</sup> day of August 2017, and scheduled the second reading on August 24, 2017 commencing at the hour of 7:00 p.m. at the Wilsonville City Hall, 29799 Town Center Loop East, Wilsonville, OR.

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Kimberly Veliz, City Recorder

ENACTED by the City Council on the 24 day of August, 2017 by the following votes:

Yes: 4      No: 0

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Kimberly Veliz, City Recorder

DATED and signed by the Mayor this 24 day of August, 2017.

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TIM KNAPP, Mayor

SUMMARY OF VOTES:

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

Attachments:

- Attachment 1 – Legal Description and Sketch Depicting Land/Territory to be Annexed
- Attachment 2 – Petition for Annexation
- Attachment 3 – Annexation Findings, July 24, 2017
- Attachment 4 – Development Review Board Panel ‘B’ Resolution No. 338 Recommending Approval of the Annexation



LEGAL DESCRIPTION  
RIGHT OF WAY DEDICATION  
FAY GYAPONG  
WEST LINN-WILSONVILLE SCHOOL DISTRICT

#6729  
Exh12.dwg  
7/20/16 MAR

EXHIBIT "A"

A TRACT OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 13, "LANDOVER", PLAT NO. 3246, CLACKAMAS COUNTY PLAT RECORDS, ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. ADVANCE ROAD (30.00 FEET FROM CENTERLINE); THENCE S.89°39'47"E., 438.70 FEET ALONG THE SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING S.89°39'47"E., 12.60 FEET ALONG THE SOUTH RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO FAY A. GYAPONG AS DESCRIBED BY DEED RECORDED AS DOCUMENT NO. 2014-011271, CLACKAMAS COUNTY DEED RECORDS; THENCE S.00°09'47"E., 394.16 FEET ALONG THE EAST LINE OF SAID GYAPONG TRACT; THENCE N.05°38'42"W., 62.81 FEET; THENCE N.00°09'47"W., 317.36 FEET TO A POINT OF CURVATURE; THENCE 16.33 FEET ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°14'36" (THE CHORD OF WHICH BEARS N.24°47'05"W., 15.83 FEET) TO THE POINT OF BEGINNING, CONTAINING 2,206 SQUARE FEET, MORE OR LESS.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 16, 1987  
MICHAEL A. RADEMACHER  
2303

DATE OF SIGNATURE: 5-27-16  
EXPIRES: 12/31/2016

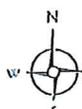
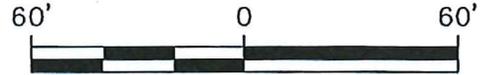
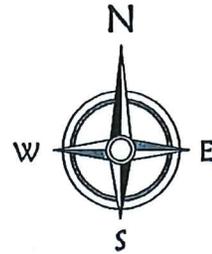
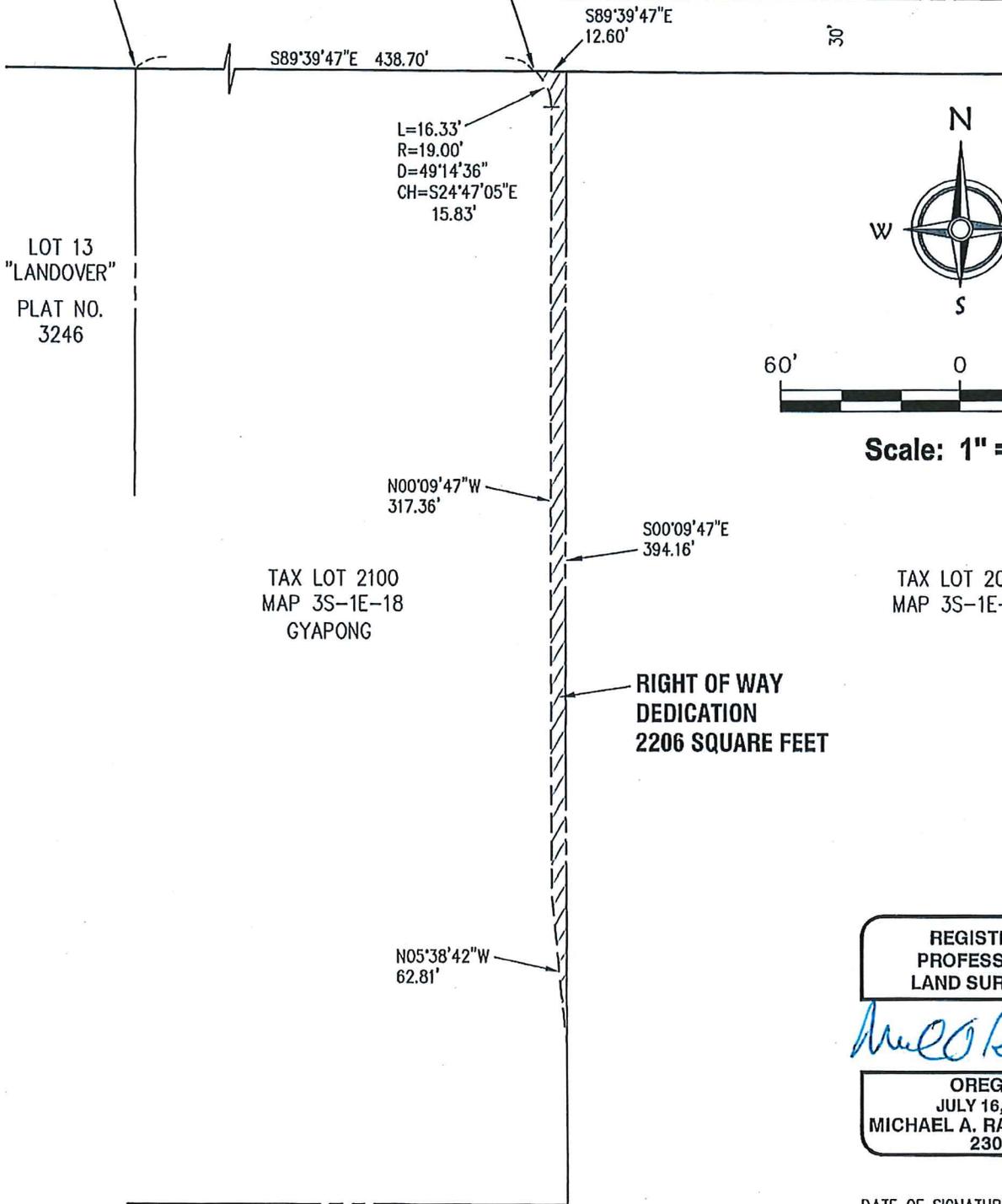


Exhibit B

POINT OF COMMENCEMENT

POINT OF BEGINNING

S.W. ADVANCE ROAD



Scale: 1" = 60'

TAX LOT 2100  
MAP 3S-1E-18  
GYAPONG

TAX LOT 2000  
MAP 3S-1E-18

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Michael A. Raedemacher*

OREGON  
JULY 16, 1987  
MICHAEL A. RADEMACHER  
2303

DATE OF SIGNATURE: 5-27-16  
EXPIRES: 12/31/2016

6729 Exh12.dwg

**COMPASS** Land Surveyors  
4107 SE International Way, Suite 705  
Milwaukie, Oregon 97222 503-653-9093

LOCATED IN THE NW 1/4 SEC. 18, T.3S., R.1E., W.M.  
CITY OF WILSONVILLE  
CLACKAMAS COUNTY, OREGON



29799 SW Town Center Loop E, Wilsonville, OR 97070  
Phone: 503.682.4960 Fax: 503.682.7025  
Web: [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us)

**Planning Division  
Development Permit Application**

Final action on development application or zone change is required within 120 days in accordance with provisions of ORS 227.175

A pre application conference is normally required prior to submittal of an application. Please visit the City's website for submittal requirements

Pre-Application Meeting Date: \_\_\_\_\_

**Incomplete applications will not be scheduled for public hearing until all of the required materials are submitted.**

**Applicant:**

Name: Tim Woodley  
Company: West Linn-Wilsonville Sch. Dist.  
Mailing Address: 2755 SW Borland Road  
City, State, Zip: Tualatin, OR 97062  
Phone: 503.673.7976 Fax: 503.638.9360  
E-mail: woodleyt@wlwv.k12.or.us

**Authorized Representative:**

Name: Keith Liden  
Company: Bainbridge  
Mailing Address: 1000 SW Broadway, Su. 1700  
City, State, Zip: Portland, OR 97205  
Phone: 503.757.5501 Fax: NA  
E-mail: keith.liden@gmail.com

**Property Owner:**

Name: Same  
Company: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Property Owner's Signature:**

  
Printed Name: \_\_\_\_\_ Date: 6.15.17

**Applicant's Signature:** (if different from Property Owner)

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Site Location and Description:**

Project Address if Available: \_\_\_\_\_ Suite/Unit \_\_\_\_\_  
Project Location: 63rd Ave.  
Tax Map #(s): 3S 1E 18 Tax Lot #(s): 2000 & 2100 County:  Washington  Clackamas

**Request:**

Annexation of 2,206 sq. ft. along the west side of SW 63rd Ave. and a Comprehensive Plan Map and Zone Map Amendment from Clackamas Co. Agriculture/EFU to City Public Lands/PF-Public Facilities.

**Project Type:**  Class I  Class II  Class III  Other: school

Residential  Commercial  Industrial  Other: school

**Application Type(s):**

- |                                                        |                                                     |                                                         |                                                       |
|--------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------|-------------------------------------------------------|
| <input checked="" type="checkbox"/> Annexation         | <input type="checkbox"/> Appeal                     | <input checked="" type="checkbox"/> Comp Plan Map Amend | <input type="checkbox"/> Parks Plan Review            |
| <input type="checkbox"/> Final Plat                    | <input type="checkbox"/> Major Partition            | <input type="checkbox"/> Minor Partition                | <input type="checkbox"/> Request to Modify Conditions |
| <input type="checkbox"/> Plan Amendment                | <input type="checkbox"/> Planned Development        | <input type="checkbox"/> Preliminary Plat               | <input type="checkbox"/> Site Design Review           |
| <input type="checkbox"/> Request for Special Meeting   | <input type="checkbox"/> Request for Time Extension | <input type="checkbox"/> Signs                          | <input type="checkbox"/> Stage II Final Plan          |
| <input type="checkbox"/> SROZ/SRIR Review              | <input type="checkbox"/> Staff Interpretation       | <input type="checkbox"/> Stage I Master Plan            | <input type="checkbox"/> Variance                     |
| <input type="checkbox"/> Type C Tree Removal Plan      | <input type="checkbox"/> Tree Permit (B or C)       | <input type="checkbox"/> Temporary Use                  | <input type="checkbox"/> Other (describe)             |
| <input type="checkbox"/> Villebois SAP                 | <input type="checkbox"/> Villebois PDP              | <input type="checkbox"/> Villebois FDP                  |                                                       |
| <input checked="" type="checkbox"/> Zone Map Amendment | <input type="checkbox"/> Waiver(s)                  | <input type="checkbox"/> Conditional Use                |                                                       |



Exhibit A1  
Planning Division Staff Report  
Annexation of 63<sup>rd</sup> Avenue Right-of-Way

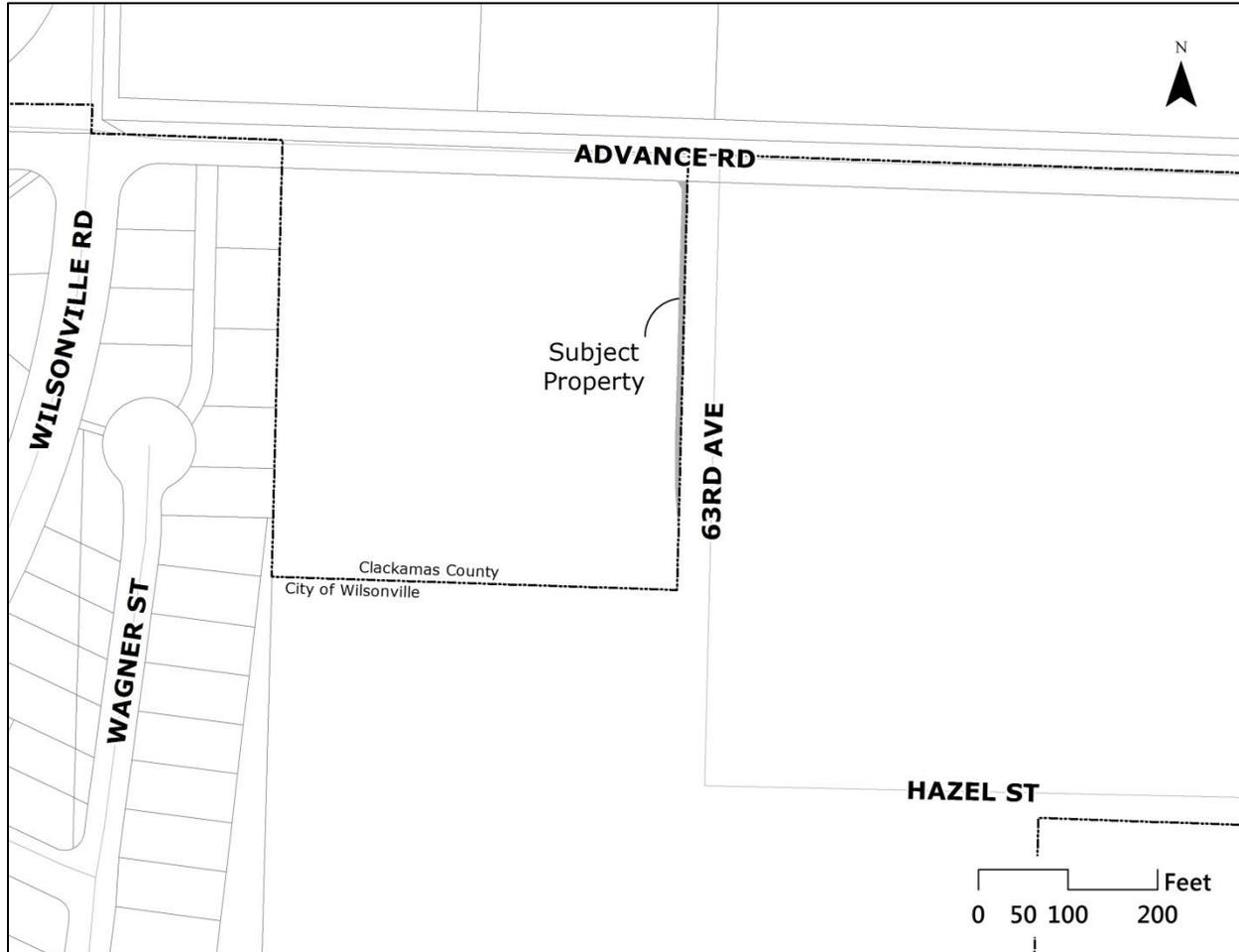
Development Review Board Panel 'B'  
Quasi-Judicial Public Hearing  
Adopted July 24, 2017

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|                                        |                                                                                                                                                                                                                                   |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Hearing Date:</b>                   | July 24, 2017                                                                                                                                                                                                                     |
| <b>Date of Report:</b>                 | July 17, 2017                                                                                                                                                                                                                     |
| <b>Application No.:</b>                | DB17-0019 Annexation                                                                                                                                                                                                              |
| <b>Request/Summary:</b>                | The Development Review Board is being asked to review a Quasi-judicial Annexation request.                                                                                                                                        |
| <b>Location:</b>                       | South side of SW Advance Road at SW 63 <sup>rd</sup> Avenue. The property is specifically known as an eastern portion of Tax Lot 2100, Section 18, Township 3 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon. |
| <b>Owner/Applicant:</b>                | Tim Woodley<br>West Linn-Wilsonville School District                                                                                                                                                                              |
| <b>Applicant's Representative:</b>     | Keith Liden<br>Bainbridge                                                                                                                                                                                                         |
| <b>Comprehensive Plan Designation:</b> | Agriculture (Clackamas County)                                                                                                                                                                                                    |
| <b>Zone Map Classification:</b>        | EFU (Exclusive Farm Use, Clackamas County)                                                                                                                                                                                        |
| <b>Staff Reviewers:</b>                | Kimberly Rybold, AICP, Associate Planner                                                                                                                                                                                          |
| <b>Staff Recommendation:</b>           | <u>Recommend approval</u> of Annexation to City Council.                                                                                                                                                                          |



## Vicinity Map



## Background:

The 2,206 square-foot subject property was acquired by the West Linn-Wilsonville School District in order to complete the required improvements for the new SW 63<sup>rd</sup> Avenue that will provide access to Meridian Creek Middle School, which is currently under construction. A future 10-acre city community park is planned north of the school and on the east side of SW 63<sup>rd</sup> Avenue. The entire District property, including most of the future SW 63<sup>rd</sup> Avenue right-of-way, was annexed with a Public Comprehensive Plan designation, and a Public Facilities (PF) Zone designation in 2015 (Ordinance Nos. 773, 774 and 775).

A minor UGB amendment was recently approved by Metro to bring the 2,206 square-foot site into the UGB (Metro UGB Case 17-01 / DLCDC File No. 002-17).

## **Summary:**

The proposed annexation would bring an additional 2,206 square feet into the City of Wilsonville to enable the completion of SW 63<sup>rd</sup> Avenue right-of-way improvements. Ultimately, the right-of-way for SW 63<sup>rd</sup> Avenue will be dedicated to the City of Wilsonville. Since the subject property will be right-of way in its entirety, Comprehensive Plan Map and Zone Map Amendments are not required.

## **Conclusion and Conditions of Approval:**

Staff has reviewed the Applicant's analysis of compliance with the applicable criteria. The Staff report adopts the applicant's responses as Findings of Fact except as noted in the Findings. Based on the Findings of Fact and information included in this Staff Report, and information received from a duly advertised public hearing, Staff recommends that the Development Review Board approve the proposed application (DB17-0019) with no additional conditions.

## **Master Exhibit List:**

The following exhibits are hereby entered into the public record by the Development Review Board as confirmation of its consideration of the application as submitted. This is the exhibit list that includes exhibits for Planning Case File DB17-0019.

### Planning Staff Materials

- A1. Staff report and findings (this document)
- A2. Staff's Presentation Slides for Public Hearing (to be presented at Public Hearing)

### Materials from Applicant

- B1. Signed Application
- B2. Narrative and Other Submitted Documentation

### Development Review Team Correspondence

N/A

### Other Correspondence

N/A

## Procedural Statements and Background Information:

1. The statutory 120-day time limit applies to this application. The application was received on June 23, 2017. On June 30, 2017 staff conducted a completeness review within the statutorily allowed 30-day review period and found the application to be complete. The City must render a final decision for the request, including any appeals, by October 28, 2017.
2. Surrounding land uses are as follows:

| Compass Direction | Zone: | Existing Use:           |
|-------------------|-------|-------------------------|
| North:            | EFU   | Rural residential       |
| East:             | PF    | 63rd Avenue/Future Park |
| South:            | PF    | School                  |
| West:             | EFU   | Rural residential       |

3. Previous Planning Approvals:  
Metro Ordinance No. 13-1316 Major UGB Expansion  
DB15-0046 Annexation  
DB15-0047 Comprehensive Plan Map Amendment  
DB15-0048 Zone Map Amendment (Base Zone and SROZ)  
DB15-0049 Stage I Preliminary Plan  
DB15-0101 et. seq. Stage II Final Plan, Site Design Review, Tentative Partition Plat, Class 3 Sign Permit  
Metro Case File 17-01 Minor UGB Expansion
4. The applicant has complied with Sections 4.013-4.031 of the Wilsonville Code, said sections pertaining to review procedures and submittal requirements. The required public notices have been sent and all proper notification procedures have been satisfied.

## Findings:

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

### General Information

#### Application Procedures-In General Section 4.008

**Criteria:** This section lists general application procedures applicable to a number of types of land use applications and also lists unique features of Wilsonville's development review process.

**Response:** The application is being processed in accordance with the applicable general procedures of this Section.

#### Initiating Application Section 4.009

**Criterion:** "Except for a Specific Area Plan (SAP), applications involving specific sites may be filed only by the owner of the subject property, by a unit of government that is in the process of acquiring the property, or by an agent who has been authorized by the owner, in writing, to apply."

**Response:** The application has been submitted on behalf of the property owner, West Linn-Wilsonville School District, and is signed by an authorized representative.

#### Pre-Application Conference Subsection 4.010 (.02)

**Criteria:** This section lists the pre-application process.

**Response:** No pre-application meeting was necessary for the application.

#### Lien Payment before Approval Subsection 4.011 (.02) B.

**Criterion:** "City Council Resolution No. 796 precludes the approval of any development application without the prior payment of all applicable City liens for the subject property. Applicants shall be encouraged to contact the City Finance Department to verify that there are no outstanding liens. If the Planning Director is advised of outstanding liens while an application is under consideration, the Director shall advise the applicant that payments must be made current or the existence of liens will necessitate denial of the application."

**Response:** No applicable liens exist for the subject property. The application can thus move forward.

## General Submission Requirements

Subsection 4.035 (.04) A.

**Criteria:** “An application for a Site Development Permit shall consist of the materials specified as follows, plus any other materials required by this Code.” Listed 1. through 6. j.

**Response:** The applicant has provided all of the applicable general submission requirements contained in this subsection.

### **Request: DB17-0019 Annexation**

As described in the Findings below, the applicable criteria for this request are met or will be met by Conditions of Approval.

## **Comprehensive Plan**

### Allowed Annexation

Implementation Measure 2.2.1.a.

1. **Criterion:** “Allow annexation when it is consistent with future planned public services and when a need is clearly demonstrated for immediate urban growth.”  
**Response:** As a result of Urban Growth Boundary Minor Adjustment Case No. 13-01, the subject property is within the City UGB. The sole purpose of the proposed annexation is to provide the additional space to fully improve SW 63rd Avenue, and thereby provide appropriate multimodal access for the middle school and future community park.

### Annexation Review Standards

Implementation Measure 2.2.1.e.

2. **Criteria:** “Changes in the City boundary will require adherence to the annexation procedures prescribed by State law and Metro standards. Amendments to the City limits shall be based on consideration of:” Listed 1 through 5.  
**Response:** As further explained below or in other findings supporting this request, this proposal complies with applicable state and regional policies.
  - Pursuant to consideration 1 (orderly, economic provision of public facilities and services), the City has been planning for a future city park, a public middle school, and a primary school for several years. The annexation request is related to providing the necessary transportation access to the new school and future community park.
  - Pursuant to consideration 2 (availability of sufficient land for marketplace choice), the availability of sufficient land for the middle school, park, and street system to serve it are not really a marketplace choice. However, significant analysis was presented to Metro during its consideration of the UGB amendment, which demonstrated that the District property was the best available alternative to accommodate the educational and recreation demands that must be satisfied by the District and City.
  - Consideration 3 (Statewide Planning Goals), is addressed within Finding 9.

- Consideration 4 (Applicable Metro Plans), is addressed within Finding 5.
- Pursuant to consideration 5 (Encouraging Development within City Limits before conversion of urbanizable (UGB) areas), the annexation of the subject 2,206 square-foot site is consistent with this implementation measure because it represents the absolute minimum amount of land area needed to complete the SW 63rd Avenue improvements.

## Development Code

### Authority to Review Annexation

Subsections 4.030 (.01) A, 11, 4.031 (.01) K, and 4.033 (.01) F.

3. **Criteria:** These subsections prescribe the authority of the Planning Director to determine whether an annexation request is legislative or quasi-judicial, the DRB does the initial review of quasi-judicial annexation, and the City Council takes final local action of quasi-judicial annexation.

**Response:** The subject annexation request has been determined to be quasi-judicial and is being reviewed by the DRB and City Council consistent with these subsections.

### Annexation

Section 4.700

4. **Criteria:** This section defines the criteria and process for annexation review within the City.

**Response:** All the necessary materials defined by this section have been submitted for review. The annexation is a quasi-judicial action, which satisfies all of the applicable approval criteria as demonstrated herein.

## Metro Code

### Local Government Boundary Changes

Chapter 3.09

5. **Criteria:** This chapter establishes hearing, notice, and decision requirements as well as review criteria for local government boundary changes in the Metro region.

**Response:** The subject site is within the Metro UGB, meets the definition of a minor boundary change as an annexation to a city, satisfies the requirements for boundary change petitions as the property owner, there are no electors, a petition with the required information has been submitted, and is annexation is consistent with the Comprehensive Plan and the Wilsonville Development Code.

## Oregon Revised Statutes

### Authority and Procedure for Annexation

ORS 222.111

6. **Criteria:** ORS 222.111 establishes the authority and procedures for annexation by City's within the state of Oregon.

**Response:** The applicable requirements in state statute are met including the facts that subject property is within the Metro UGB, is contiguous to the City, the request has been initiated by the property owner of the land being annexed, and there are no electors in the area to be annexed.

### Procedure Without Election by City Electors

ORS 222.120

7. **Criteria:** ORS 222.120 establishes the authority and procedures for annexation by City's within the state of Oregon without an election.

**Response:** There is no City charter requirement for election for annexation. A public hearing process is being followed as defined in the Development Code, and the applicable requirements in state statute are met including the fact that the single owner of the subject property is the petitioner and thus has consented in writing to annexation. There are no electors or residential dwellings within the territory to be annexed.

### Annexation by Consent of All Owners of Land and Majority of Electors

ORS 222.125

8. **Criteria:** "The legislative body of a city need not call or hold an election in the city or in any contiguous territory proposed to be annexed or hold the hearing otherwise required under ORS 222.120 (Procedure without election by city electors) when all of the owners of land in that territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the legislative body. Upon receiving written consent to annexation by owners and electors under this section, the legislative body of the city, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation."

**Response:** The territory to be annexed is all owned by the West Linn-Wilsonville School District. As the owner, the District has petitioned and consented to annexation in writing. There are no electors or residential dwellings within the territory to be annexed. However, a public hearing process is being followed as prescribed in the Wilsonville Development Code.

## **Oregon Statewide Planning Goals**

Goals 1, 2, 5, 6, 8, 9, 10, 11, 12, 13

9. **Criteria:** The goals include: citizen involvement, land use planning, natural resources and open spaces, air water and land resource quality, recreational needs, economic development, housing, public facilities and services, transportation, and energy conservation.

**Response:** The area requested to be annexed will be developed consistent with the City's Comprehensive Plan and the Transportation System Plan, both which have been found to meet the statewide planning goals.

DEVELOPMENT REVIEW BOARD  
RESOLUTION NO. 338

A RESOLUTION OF THE CITY OF WILSONVILLE RECOMMENDING APPROVAL TO THE CITY COUNCIL OF AN ANNEXATION OF APPROXIMATELY 2,206 SQUARE FEET OF TERRITORY ON THE SOUTH SIDE OF ADVANCE ROAD AT SW 63RD AVENUE. THE PROPERTY IS SPECIFICALLY KNOWN AS AN EASTERN PORTION OF TAX LOT 2100, OF SECTION 18, T3S, R1E, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, WEST LINN-WILSONVILLE SCHOOL DISTRICT – OWNER/APPLICANT.

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

WHEREAS, the Planning Staff has prepared staff report on the above-captioned subject dated July 17, 2017, and

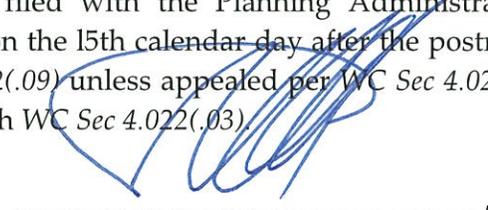
WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel B at a scheduled meeting conducted on July 24, 2017, at which time exhibits, together with findings and public testimony were entered into the public record, and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated July 17, 2017, attached hereto as Exhibit A1, with findings contained therein, and authorizes the Planning Director to recommend to the City Council approval of the Annexation request in case-file DB17-0019.

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 24<sup>th</sup> day of July, 2017 and filed with the Planning Administrative Assistant on July 25, 2017. This resolution is final on the 15<sup>th</sup> calendar day after the postmarked date of the written notice of decision per WC Sec 4.022(.09) unless appealed per WC Sec 4.022(.02) or called up for review by the council in accordance with WC Sec 4.022(.03).

  
Shawn O'Neil, Chair - Panel B  
Wilsonville Development Review Board

Attest:

  
Shelley White, Planning Administrative Assistant

## From The Director's Office

Congratulations to our own Melissa Gitt for receiving the prestigious 2017 Building Inspector of the Year award from the Oregon Building Officials Association (OBOA)! Nominated by her peers, Melissa highly deserves this achievement, which is only awarded to individuals who are known for their outstanding service to the public and dedication to building safety. Please read



about the details in the Building Division's section of this monthly report. In the five years I have served as the Community Development Director, I have consistently observed top notch quality and reliability in Melissa's genuine dedication to her profession, customer service, and her always cheerful personality. We are incredibly fortunate to have her on our team.

While less exciting than Melissa's award, here are some milestone activities for the department:

The Frog Pond Master Plan was adopted! Chris Neamtzu and his whole team accomplished some awesome work and a solid plan that has interested developers already knocking on our door.

Steve Adams, with his OTAK/ALTA project team, led a walking tour and Old Town neighborhood workshop to hear from the residents about what design details they would like to see in the upcoming improvements to Boones Ferry Road and its intersection with the new 5<sup>th</sup> Street extension. The turnout was good, and the neighbors were engaged and provided valuable input.

BOECKMAN ROAD—REOPENED! Yay to Zach Weigel for delivering an on-time completion of the new roundabout at the new Kinsman Road extension!

Also newsworthy is that Mayor Knapp, Miranda Bateschell, and I attended the Tualatin City Council Work Session and meeting to present Wilsonville's perspective on the proposal to replace about 35 acres of employment land with residential to the northwest of Grahams Ferry Road and the Basalt Creek Parkway. We provided them with clarity on Wilsonville's position as we move to the next steps in that important planning area.

I hope you enjoy the rest of your summer! -Nancy Kraushaar, PE

## Building Division

### Melissa Gitt Named Oregon's 2017 Building Inspector of the Year by OBOA

Melissa Gitt serves as a multi-certified Building Inspector for the City of Wilsonville. Melissa was nominated by her peers and received the prestigious award from the Oregon Building Officials Association (OBOA) at the OBOA Annual Meeting on July 27, 2017. OBOA President Eric Schmidt presented the award to Melissa.

The award is given annually from OBOA to recognize an individual with outstanding service to the public and dedication to building safety. Some of Melissa's noteworthy accomplishments include:

- Continuing her fourth year of service as a Governor appointee to the Oregon Plumbing Board.
- Serving as a multi-certified Building, Mechanical, and Plumbing Inspector with a background as a Licensed Plumber. She is also a certified Building Official.
- Dedicating numerous hours of her own time as a member of the Oregon Plumbing Board, as well as serving as Chair of the Plumbing Code Committee and working on approving the upcoming 2017 Oregon Plumbing Specialty Code slated for adoption this October.
- Studying on her own and passing the International Code Council (ICC) Fire Plans Examiner Certification and ICC Commercial Building Inspector Certification.
- Receiving a promotion with the City of Wilsonville to the Building Inspector/Plans Examiner 4 Lead-Worker Position.
- Organizing and taking 10 middle school girls to the 2017 Women in Trades Fair to promote opportunities for careers in the trades, which is similar to Melissa's inspection career path, which she began as a Licensed Plumber.
- Completed over 4,000 building safety inspections

This award is well deserved as Melissa goes above and beyond in her service to others. Here are some comments about Melissa:

*"Melissa—what an "Outstanding Professional." The way she approaches and addresses other trade technicians is completely unbiased and with mutual respect. She is always completely fair and understanding of existing conditions while still enforcing the intent of the plumbing code. If we need help with any plumbing related questions she has always returned our phone calls both on duty and off duty. Melissa is truly an asset to any organization and a pleasure to work with in both office and field environments."*

**-Darren Placek, President, Columbia Construction Inc.**



## Building Division, Cont.



*“Congratulations on an award well deserved... it could not have gone to better person.”*

*-James Wadley, Superintendent, Polygon Homes NW*

*“Melissa is very knowledgeable in the codes and the code process. She is very polite and compassionate about answering any questions that we may have. Her integrity puts her at the top of her field. She is underrated as one of the most influential leaders in the community and City of Wilsonville. It is a pleasure to work with her, and I wish her only the best in her career. Well earned by many years of dedicated service to the community.”*

*-Rex Alexander, Superintendent, Polygon Homes NW*

*I have known Melissa about ten years. We have worked together on code committees, the State plumbing board, and at the Plumbing Chiefs meetings. She is always professional, thoughtful, and willing to listen to others. When I talk with contractors or other inspectors, if Melissa's name is mentioned, there are always positive comments. She is well respected and we are lucky to have her in our industry.*

*-Matt Rozzell, Deputy Building Official, City of Happy Valley*

*“Melissa is truly an asset to the City. When I need her eyes on an issue she’s right there. Melissa’s innate ability to communicate clearly and solve problems with a variety of stakeholders is something I’ve witnessed many times.”*

*-Jason LaBrie, Utilities Supervisor, City of Wilsonville Public Works*



## Economic Development

### Wilsonville Business Updates

- **Microsoft Plant Closure**
  - Microsoft announced on July 10 that they expect to lay-off 124 workers in two phases (61 positions in September 2017 and 63 positions in November 2017) that are expected to lead to the closure of the Microsoft manufacturing plant in Wilsonville in January 2018.
  - The Wilsonville plant closure by Microsoft appears to be a reflection of the company's reorientation to cloud-based computing and software subscriptions and other cost-reduction measures. Media reports are anticipating 3,000 to 5,000 workers worldwide will be let go by Microsoft.
  - We have notified regional economic development partners and will be coordinating tours of the facility and business outreach to secure a new tenant for the 165,000 sq. ft. facility.
- **Pacific Foods Acquisition**
  - Campbell's acquired Pacific Foods for \$700,000,000 cash. Pacific Foods employs 500 people in Wilsonville and Tualatin.
  - The Tualatin and Wilsonville economic development teams will be coordinating business outreach efforts to establish contact with Campbell executives in order to understand local impact of the acquisition.
- **Battery Manufacturer potentially moving to Building 83**
  - An iron battery manufacturer/energy storage company that employs 50 people and has plans to triple that headcount in the next three years is potentially moving into the western side of Building 83 (former Xerox site).
  - Clackamas County and Economic Development Manager Jordan Vance met with the organization to learn about their business, talk about regional resources to support their growth, and get a tour of their manufacturing facility.
- **Better Bean acquisition**
  - A New York-based natural foods company, Hain Celestial, bought Wilsonville's Better Bean company on June 29. Hain Celestial invests in smaller portfolio brands, lifestyle brands, so the Better Bean purchase will give more health food-minded consumers access to Better Bean's inventory of non-GMO, vegan, and gluten-free bean products.
  - The acquisition is not expected to change much about how the business is run. The company and manufacturing is expected to stay in Wilsonville.



*Economic Development teams from the City of Wilsonville and Clackamas County received a tour of battery manufacturer's facility and corporate offices.*

## Engineering Division, Capital Projects

### 5<sup>th</sup> Street / Kinsman Road Extension (4196)

The consultant is working towards 50% design plans due in late October. Our first public meeting was held on July 18 in Old Town. Invitees were residents and businesses in Old Town as well as everyone on the stakeholders list developed with the Corridor Plan last year. Approximately 25 people attended and about 20 people walked along Boones Ferry Road with the consultant and city staff and provided comments, ideas, and insight on what the issues are that they would like to see addressed.

### 2017 Water Treatment Plant Master Plan Update (1122)

The project kickoff meeting was held on June 23. Facility condition and seismic/life safety assessments are in progress.

### Charbonneau High Priority Utility Repair Phase II (2500/7500)

This project continues the replacement and repair of the most deficient sewer and storm pipes within Charbonneau. This project represents the second of three planned phases to construction over three years. Construction is underway with storm pipe replacement work on Fairway Drive. Construction will be completed in October 2017. Weekly project



updates can be found at the Charbonneau Country Club Facebook page and the project website <http://www.ci.wilsonville.or.us/651/Charbonneau-High-Priority-Utility-Repair>.

### French Prairie Bridge (9137)

This project will determine the final location, alignment, and design type, as well as including the preparation of preliminary construction and environmental documents for a new pedestrian, bike, and emergency vehicle bridge over the Willamette River in the vicinity of Boones Ferry Road. Permit for the additional archaeological work at the request of the Confederated Tribes of the Grand Ronde has been submitted. The next TAC meeting is scheduled for September 13 with the next Task Force meeting to be held on September 26. At these meetings the evaluation criteria will be used to assess the three bridge alignments and a final bridge location recommendation made to City Council. Project completion is anticipated in July 2018.

## Engineering Division, Capital Projects Cont.

### **Garden Acres Road (4201)**

A design kickoff meeting for this first major street project in the Coffee Creek Urban Renewal Area was held on July 26. The first task for the design team is annexing the existing Garden Acres Road and acquiring road authority from Washington County.

### **I-5 Pedestrian Bridge (4202)**

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. Preparation of project prospectus and draft project scoping is underway to begin IGA process with ODOT for expenditure of federal grant funds.

### **Kinsman Road Extension (4004)**

This project involves construction of a new section of Kinsman Road between Barber Street and Boeckman Road and includes upsizing and relocation of 30" sanitary sewer pipe (Coffee Creek Interceptor Upsizing (CIP 2079) and installation of 66" water line for the Willamette Water Supply Program (CIP 1127)). The new Boeckman Road/Kinsman Road roundabout is complete and Boeckman Road is reopened to traffic a week ahead of schedule (pictured below). Kinsman Road concrete paving is underway. The Willamette Water Supply Program (WWSP) 66" pipeline has been installed and is undergoing testing. Construction is anticipated to be complete in June 2018.



### **Library Improvement (8098)**

Final design drawings and specifications are in review by City staff. A bid date in late August or early September is targeted.

### **Willamette River Stormwater Outfalls (7053)**

No change. Reconstruction of the outfalls is anticipated to occur in summer 2018.

### **WWSP Coordination (1127)**

Coordination protocols and assignments are in place and ongoing coordination efforts are occurring for the Garden Acres Road project (4201), the 5<sup>th</sup>/Kinsman project (4196), the 2017 WTP Master Plan effort (1122) and WWSPs Raw Water Facility projects.

## Engineering Division, Private Development

### Ash Park

A Public Works permit has been issued for this 12-lot subdivision just north of the Ash Meadows Condominiums and construction is underway.

### Charbonneau Subdivision

A Public Works Permit has been issued for this 40-lot subdivision being constructed where the former golf driving range was located and construction is underway.

### Meridian Creek Middle School

Off-site construction work on Boeckman, Stafford, and Advance is mostly complete. School is starting earlier than usual this year on August 28. Signalized intersection will be activated by August 24 at the latest.

### Villebois

VB East—Tonquin Meadows 4 (57 lots located north of Lowrie Primary) is under construction. VB Central—Berkshire No. 2 (17 row homes located on north side of Barber near Costa Circle West) is under construction. VB Central—Siena (10 row homes and 82 condominiums) and VB Central—Royal Crescent (39 row homes) have had Public Works permits issued and construction is underway.

### Villebois Parks

Construction of the oval shaped neighborhood park just north of Lowrie Primary School was completed in June. Construction is ongoing in Trocadero Park (Regional Park 5) located just east of Edelweiss Park and north of Berlin Avenue. Plans are under review for Regional Parks 7 and 8, located north and east of Tonquin Meadows on the east side of Villebois.



*Villebois Central Camden Square—Montague Park (background)*



*Villebois neighborhood park, across the street from Lowrie Primary School. On the far side of the park, homes in Tonquin Meadows 3 are under construction.*

## Natural Resources

### NPDES Stormwater Permit – Industrial Inspections

Wilsonville is home to a wide array of industrial businesses. Some of these industrial facilities use hazardous substances to manufacture products. To ensure these hazardous substances do not enter the stormwater system, annual inspections are conducted at facilities throughout Wilsonville. These inspections focus on “high potential pollutant generating facilities” that have been identified based on the City’s business license inventory.

Sarah Sand, the City’s Stormwater Management Coordinator, conducts the annual inspections, which are a combination of windshield surveys and a formal site inspection. Annually, all of the high potential pollutant generating facilities are surveyed, and based on professional judgment and the knowledge of current activities and facilities at each site, a facility is selected for formal inspection.

During the formal inspection, Sarah walks the site, both indoors and outdoors, to evaluate whether the facility has the potential to contribute significant pollutant loads to the stormwater system. A facility inspection form is completed, noting any findings of concern indicating the appropriate follow-up action(s). At the conclusion of the inspection, Sarah discusses any findings of concern with the business owner/operator.

The results of the industrial inspections are included in the NPDES Stormwater Annual Report, which is submitted to the Oregon Department of Environmental Quality.



*Grease in manhole*



*Improperly stored process water*

## Planning Division, Current

### Projects Being Prepared for DRB Hearings

- Marion's Carpet, Boones Ferry Road north of Barber Street
- Parking and site modifications for DW Fritz, 9600 SW Boeckman Road
- Hilton Garden Inn, SW Parkway Avenue and SW Memorial Drive (tear down and replace current hotel)
- Additional parking, Coca-Cola
- Temporary Use Permit for Temporary Mail Kiosks and Coffee/Food Carts at the Piazza in Villebois

### Administrative Land Use Decisions Issued

- New Freestanding Sign along Wilsonville Road for Carriage Estates Apartments
- 1 Class I Administrative Reviews
- 18 Type A Tree Permits
- 1 Temporary Sign Permit
- 1 Class I Sign Permits
- New Single-family permits
- Approval and single-family additions

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## Board & Commission Updates

### Development Review Board (DRB)

DRB Panel A – July 10, 2017

DRB Panel B – July 24, 2017

DRB Panel A & B Joint Work session – July 24, 2017

At their July 10 meeting DRB Panel A held a public hearing regarding a Final Development Plan for Regional Park 7 and 8 on the east side of Villebois. After taking public testimony, board members voted unanimously to continue the hearing to September 11 to allow the applicant additional time to work with neighbors of the parks. DRB Panel A also attended a July 24 work session with DRB Panel B regarding the Coffee Creek Industrial Form Based Code project.

At their July 24 meeting DRB Panel B held a public hearing regarding annexation of an approximately 2,206 sliver of street right-of-way associated with the new 63<sup>rd</sup> Avenue access to Meridian Creek Middle School. The board unanimously recommended City Council approve the requested annexation. Prior to the public hearing DRB Panel B attended a work session with DRB Panel A regarding the Coffee Creek Industrial Form Based Code project.

### Planning Commission

On July 12, 2017, the Planning Commission held a work session regarding the Old Town Development Code and Architectural Pattern Book as well as the Coffee Creek Industrial Form-based Code. As a result of public comment regarding the Old Town Development Code presentation, staff will provide changes and additional details at the September work session. The Planning Commission asked questions and provided feedback to staff regarding the Coffee Creek Industrial Form-based Code presentation and information. The August 9, 2017 Planning Commission Meeting has been cancelled and the next regular meeting is scheduled for Wednesday, September 13, 2017.

## Planning Division, Long Range



### **Basalt Creek Concept Plan**

Staff and the consulting firm KPFF finalized the employment feasibility study and presented findings to the Tualatin City Council Meeting on Monday, July 24, 2017. The study confirmed an early report by Washington County that business park development would be feasible in the Basalt Creek subarea. Wilsonville City Council remains committed to the area developing as employment lands. Tualatin City Council asked a number of questions to better understand the Wilsonville City Council's concerns and the results of the feasibility study. At the meeting, no discussion ensued about their previous designation shift to residential uses in the "central subarea." Wilsonville Staff continue to reach out to IGA partners Metro, City of Tualatin, and Washington County to determine next steps. The Tualatin City Council Meeting Minutes will be made available at <https://www.tualatinoregon.gov/meetings>.

General project information is available on the project website <http://www.basaltcreek.com/>.

### **Coffee Creek Industrial Form-Based Code**

The Coffee Creek Industrial Form-Based Code (FBC) is intended to provide a regulatory framework to create an industrial area featuring high design standards, functionality for industrial operations, and a greater degree of pedestrian, bicycle, and transit accessibility.

During July, staff held work sessions with the Planning Commission (July 12) and Development Review Board Panels A and B (July 24) to gather feedback on outstanding policy and process considerations identified in July 2015. These policy and process considerations, along with the feedback from the Planning Commission and Development Review Board work sessions, will be presented to the City Council at a work session on August 7.

Information on the status and timing of the Coffee Creek Industrial FBC is available on the project website at <http://www.ci.wilsonville.or.us/665/Coffee-Creek-Industrial-Area-Form-Based->.

### **Old Town Single-Family Design Standards**

On July 12, the Planning Commission held a successful work session to provide guidance on the project to develop an Old Town Single-Family Design Standards. The work session featured an informative presentation and question session with Zoe Anton, project manager with The Urban Collaborative, and Steve Coyle, architect and planner with Town Green. Following the consultants' presentation and brief comments from City staff, the Planning Commission heard helpful comments and guidance from Old Town residents. With the feedback received the consultant team is now working on developing a draft of the Old Town Single-Family Design Standards. The Planning Commission has an additional work session scheduled for September 13 to review the draft standards.

## Planning Division, Long Range Cont.



### Town Center Plan

The Wilsonville Town Center Plan focuses on creating a community-driven vision for the Town Center and a plan that will guide future development.

During July, the Town Center Project Team has been preparing materials and activities to share with the community during our many summer outreach events to get input on the future design, look and feel of Town Center (see below). It is important for us to get feedback from anyone who works, plays, or lives in the Wilsonville community, which is why we will be at so many city events, hosting trivia nights at local pubs, and promoting an online Wilsonville Town Center Design Survey. Please visit [www.wilsonvilletowncenter.com](http://www.wilsonvilletowncenter.com) to participate in the Design Survey (available until August 20), answer the Question of the Month, and read about other recent news. You can also participate and help promote the Instagram Photo Contest by posting what you like about Town Center to Instagram with #mywilsonville. *(Please know that City Staff are not eligible to win prizes.)*

The Town Center Design Survey is available online as of July 26 [www.wilsonvilletowncenter.com](http://www.wilsonvilletowncenter.com).

### UPCOMING EVENTS

**ROTARY  
CONCERTS**

AUG 10

**FUN IN  
THE PARK**

AUG 5

**WILSONVILLE  
BREWFEST**

AUG 12

**COMMUNITY BLOCK PARTY: TOWN CENTER PARK**  
*FIESTA DE BARRIO EN EL PARQUE "TOWN CENTER"*  
August 16 -- 5-8 PM

# Parks and Recreation July 2017 Report



WILSONVILLE  
PARKS & RECREATION

## Recreation News



650 individuals attended the first two Movies in the Park at the River Shelter in Memorial Park



Park rental season was in full swing. Overall, shelter rentals are at an all-time high.

River Shelter – 9 weekend rentals  
Forest Shelter – 6 weekend rentals  
Stein Boozier Barn – 9 total rentals (including all weekends)  
Grove Shelter – 15 total rentals  
Splash Shelter – 20 total rentals



Summer camps ramped up in July with a wide range of offerings ranging from sport to science.

Approximately 204 kids participated in July camps.

## Board Updates

### \* Parks and Recreation Advisory Board

The Board met with consultant Greg McKenzie in an effort to clarify roles and responsibilities and to create Board goals for the next 12-18 months.

### \* Wilsonville Community Seniors, Inc.

The Board continues to explore opportunities for fundraising including City grants, a potential partnership with Xerox, and increased community outreach.

# Parks and Recreation

## Parks Maintenance Update



Repaired lightning protection in historic RV Short Fir



Removed hazard tree at Water Treatment Plant Park



Pruned landscaping at Memorial Park



Applied dust abatement to all Memorial Park gravel parking lots and striped all gravel parking lots



Prepared for and hosted (2) Concerts in the Park at Town Center Park



Replaced Park and Rec Admin Building Logo Placard

## Upcoming Events

- \* Movies in the Park  
August 11 and August 25  
River Shelter at Memorial Park - starts at dusk
- \* Rotary Concerts in the Park  
Thursdays - August 10 and August 24  
Town Center Park - 6:30 pm
- \* Wilsonville Relay for Life  
Thursday, August 17  
Town Center Park - 6:00 pm



# PUBLIC WORKS

JULY 2017

## NEW CARPET AT CITY HALL

*Facilities Maintenance*

City Hall's common areas received new carpet over the month of July. The existing carpet was a little over 11 years old and had begun to show signs of unraveling at the seams. The carpet was replaced with carpet tiles made of cationic fiber that are negatively charged in order to better repel stains. In addition to a more durable and longer lasting upgrade, the pattern that was selected enhances the professional feel of the building. The majority of the work was performed in phases over the course of several evenings and weekends as to not disrupt the normal work flow of employees.



## CITY HALL DRAINAGE PROJECT

### Facilities Maintenance

Facilities began working on the City Hall Turf Drainage project in July. They have been busy utilizing the Ditch Witch to locate and pothole all irrigation and utilities in the area before they begin trenching across the lawn. Once the utilities are exposed and the trenching is finished, the crew will install 3" perforated drain pipe and backfill with specially blended drainage sand. Soon after the drainage system is installed, the existing turf will be removed and a sand base will be placed and graded in preparation for new sod.



## FIRE HYDRANT REPAIRS

### Utilities

During the course of water main flushing in June, the crew identified several fire hydrants needing repairs. Water Distribution Intern Rick Mapes (below, orange shirt) helps Chris Reece and Jerry Anderson repair a hydrant on Orchard Drive. The Water Distribution Internship not only provides necessary seasonal labor but also provides the intern valuable hands-on training and experience.



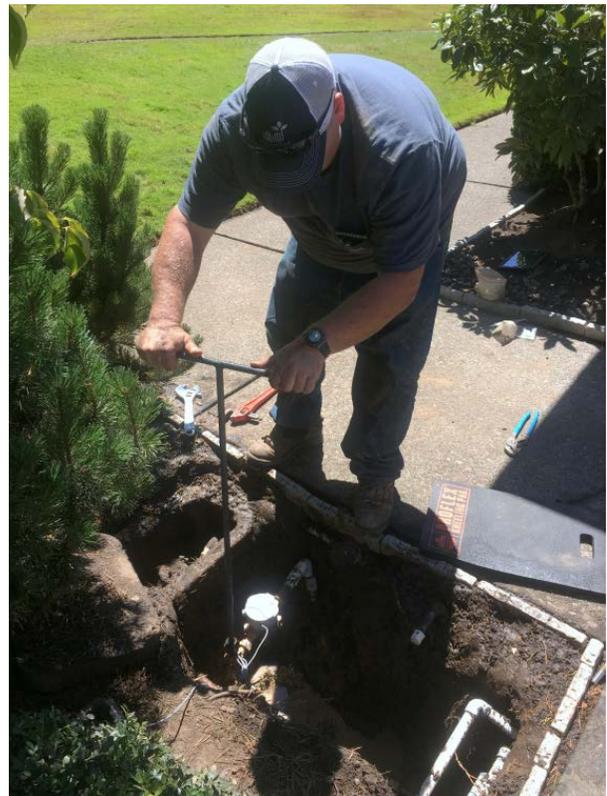
Water Distribution Technician Jerry Anderson flushes the newly repaired hydrant.



## **ANNUAL METER REPLACEMENTS**

### *Utilities*

Annual meter replacements were underway in Charbonneau this month. Here the crew replaces a meter and repairs a service line on Fairway Drive. Pictured at left is Utilities Maintenance Specialist Sam Kinnaman, and Water Distribution Technicians Shawn Powlison and Chris Reece. Water Distribution Intern Rick Mapes, right, turns the water back on for the same customer. The crew turns the customer’s water on as soon as possible after replacing the water meter. Then the crew finishes the rest of the installation including new backfill, meter box (if needed) and landscaping after the water has been restored.



## **TWO NEW ROAD SCHOLARS**

### *Roads*

Congratulations to Manny Ghiselline and Sean Byrne. They have completed the Road Scholar Level 1 program.

The Oregon Roads Scholar program consists of 10 classes covering the latest information on road maintenance procedures and technologies. Classes are scheduled on a regular basis throughout Oregon and are taught by trainers well versed in the latest developments.

This program was designed in 2001 and has over 1500 active participants and nearly 500 graduates across the state of Oregon.