



**PLANNING COMMISSION  
WEDNESDAY, SEPTEMBER 14, 2016  
7:00 PM \*  
(\*TIME CHANGE DUE TO OPEN HOUSE)**

**AGENDA**

---

**I. 7:00 PM CALL TO ORDER - ROLL CALL**

Jerry Greenfield, Chair      Eric Postma, Vice Chair Peter Hurley  
Al Levit      Kamran Mesbah      Phyllis Millan  
Simon Springall City Council Liaison Charlotte Lehan

**II. 7:05 PM PLEDGE OF ALLEGIANCE**

**III. 7:10 PM CITIZEN'S INPUT**

This is the time that citizens have the opportunity to address the Planning Commission regarding any item that is not already scheduled for a formal Public Hearing tonight. Therefore, if any member of the audience would like to speak about any Work Session item or any other matter of concern, please raise your hand so that we may hear from you now.

**IV. 7:20 PM CITY COUNCIL LIAISON REPORT**

**V. 7:25 PM CONSIDERATION OF THE MINUTES**

V. A. Consideration Of The July 13, 2016 PC Minutes

Documents:

[V. A. Consideration Of The July 13, 2016 PC Minutes.pdf](#)

**VI. 7:30 PM WORK SESSION**

A. Frog Pond Master Plan (Neamtzu)

Documents:

[VI. A. Frog Pond Master Plan \(Neamtzu\).Pdf](#)

Open House Boards - Same As May 11, 2016

Documents:

Open House Boards - New

Documents:

[Web OpenHouseBoards\\_NewBoards Combined-FINAL 091316.Pdf](#)

**VII. 9:00 PM INFORMATIONAL**

VII. A. Town Center Redevelopment Plan (Bateschell)

Documents:

[VII. A. Town Center Redevelopment Plan \(Bateschell\).Pdf](#)

**VIII. 9:30 PM OTHER BUSINESS**

VIII. A. 2016 PC Work Program

Documents:

[VIII. A. 2016 PC Work Program.pdf](#)

**IX. 9:40 PM ADJOURNMENT**

*Time frames for agenda items are not time certain.*

*Public Testimony*

*The Commission places great value on testimony from the public. People who want to testify are encouraged to:*

- *Provide written summaries of their testimony*
- *Recognize that substance, not length, determines the value of testimony*
- *Endorse rather than repeat testimony of others*

*Thank you for taking the time to present your views.*

For further information on Agenda items, call Tami Bergeron, Planning Administrative Assistant, at (503) 570-1571 or e-mail her at [bergeron@ci.wilsonville.or.us](mailto:bergeron@ci.wilsonville.or.us).

Assistive Listening Devices (ALD) are available for persons with impaired hearing and can be scheduled for this 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 call the Planning Administrative Assistant at (503) 682-4960





**PLANNING COMMISSION  
WEDNESDAY, SEPTEMBER 14, 2016**

**V. CONSIDERATION OF THE MINUTES**

A. Consideration of the July 13, 2016 Planning Commission minutes.

**PLANNING COMMISSION  
WEDNESDAY, JULY 13, 2016  
6:00 P.M.**

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

<b>DRAFT MINUTES FOR REVIEW</b>
---

---

**Minutes**

---

**I. CALL TO ORDER - ROLL CALL**

Chair Jerry Greenfield called the meeting to order at 6:03 p.m. Those present:

Planning Commission: Jerry Greenfield, Eric Postma, Al Levit, Simon Springall, and Kamran Mesbah. Peter Hurley arrived at 6:07 pm. Phyllis Millan and City Councilor Charlotte Lehan were absent.

City Staff: Chris Neamtzu, Michael Kohlhoff, Nancy Kraushaar, Miranda Bateschell, and Jordan Vance

**II. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**III. CITIZEN'S INPUT** - This is an opportunity for visitors to address the Planning Commission on items not on the agenda. There was none.

**IV. CITY COUNCIL LIAISON REPORT**

No Council liaison report was provided given Councilor Lehan's absence.

**V. CONSIDERATION OF THE MINUTES**

A. Consideration of the June 8, 2016 Planning Commission minutes  
The June 8, 2016 Planning Commission minutes were accepted as presented.

Commissioner Hurley arrived at 6:07 pm.

**VI. PUBLIC HEARING**

A. Coffee Creek Urban Renewal (Kraushaar)

Chair Greenfield read the legislative hearing procedure into the record and opened the public hearing at 6:12 pm.

Chris Neamtzu, Planning Director, reminded that late last year the Planning Commission received an extensive urban renewal update from former City Economic Development Manager Kristin Retherford and Nick Popenuk from ECO Northwest. As with previous urban renewal plans reviewed by the Planning Commission, the scope of tonight's review regarded compliance of the Urban Renewal Plan with the applicable sections of the City's Comprehensive Plan. Therefore, the Plan was not being adopted or recommended but rather a finding was being made through the Commission's action to the Council that the Urban Renewal Plan conformed to the applicable sections of the Comprehensive Plan. The findings contained in Attachment C of the packet demonstrated that compliance. Tonight would be a more robust presentation to ensure the citizens and community knew as much as possible about the plans and this particular urban renewal district.

- He described some revisions to the packet based on testimony received this morning from Commissioner Postma as follows:

- He entered Commissioner Postma's email dated July 13, 2016 into the record as Attachment D. This email was the rationale behind the proposed revisions to the resolution, which were reflected in the revised, redline and clean versions of Resolution No. LP16-0002, which were also distributed to the Planning Commission.
- He noted the Staff report, Coffee Creek Urban Renewal Plan, and findings (Attachment C) were available at the side of the room.

Nancy Kraushaar, Community Development Director, introduced Jordan Vance, the new City Economic Development Manager who came onboard in June, noting that as he became more involved in the Urban Renewal and Economic Development Program he would be more involved in all the urban renewal plans and their implementation.

- She noted a typo in the revised, redline version of the resolution distributed to the Commission as the word conformance had been misspelled once toward the bottom, but corrected versions of the resolution had been prepared.
- She described the proposed Coffee Creek Urban Renewal Area, which was near the North Wilsonville Interchange with I-5 and bound by Day Rd on the north, Graham's Ferry Rd on the west, Clutter/Ritter Rd on the south, and 95th Ave and Boones Ferry Rd on the east.
- She reviewed the background leading to the Urban Renewal Plan, noting an Urban Reserve Plan was developed in 1998 as a concept plan for the area as it was uncertain whether Metro wanted to bring the area into the UGB. In 2002, Metro did render a decision to include what was then called Area 49 in the urban growth boundary (UGB). In 2007, a master plan was developed which set the stage for future zoning, which was Planned Development Industrial, Regionally Significant Industrial Area (PDI-RSIA). At the time, approximately 1,800 jobs were envisioned for the area, a \$55 million annual payroll, and an increase in assessed value from \$62 million to \$790 million, so Coffee Creek was considered an attractive area for new employment. The 2007 Master Plan also included urban renewal as a potential funding source for some of the infrastructure.
  - In 2011, a complete infrastructure analysis was done to better understand what it would take to serve the area and begin to determine future sewer and water line locations and what the streets would look like.
  - The City's Urban Renewal Strategic Plan for urban renewal citywide was completed in 2014, and after many meetings with a wide range of community members and stakeholders, the recommendation from the Urban Renewal Strategic Plan was to first determine feasibility and if feasible, then develop an urban renewal plan for the Coffee Creek area to kick start development and provide much-needed infrastructure that could be quite a hindrance for new development coming in.
- Last fall, consultants Mr. Popenuk and Elaine Howard helped Staff prepare the proposed Coffee Creek Urban Renewal Plan (Plan). In April, the Plan was presented to the Urban Renewal Task Force, which voted unanimously to forward it to City Council and all other public bodies as part of the public process required when adopting a new urban renewal area. Staff has since met with City Council again and also sent formal and informal notices to all of the taxing districts informing them of the proposal. The report on the Plan discussed the details about how this Urban Renewal Plan would affect the other taxing districts.
- The proposed Plan was being presented to the Planning Commission because according to statutes, the Commission also had a role in moving the proposed Plan forward for adoption.

Nick Popenuk, Project Manager, ECO Northwest, and Ms. Kraushaar presented the Coffee Creek Urban Renewal Plan via PowerPoint, which was distributed to the Commission, with these key additional comments:

- Although the statutes for a new Urban Renewal Plan required the Planning Commission to view it and make a recommendation, the statute did not specify exactly what that process should look like. However, a related statute stated the Urban Renewal Plan must be in conformance with the Comprehensive Plan. Given the proliferation of urban renewal plans in Oregon over the last few decades, best practices had evolved which stated the role of the Planning Commission was to examine the conformance with the Comprehensive Plan and recommend it go forward to City Council for their consideration if it met same.

- Because this was a public hearing open for public comment, a broader overview of the components of the proposed Plan would be provided.
- Although the Plan would be adopted by the City of Wilsonville, the Plan did include unincorporated property currently outside the city limits. Both the City and County attorneys agreed only the City's Planning Commission needed to take action in terms of review with the Comprehensive Plan. The intention was that as new development was ready to occur, those properties would be annexed into the City of Wilsonville and over time, the entire urban renewal area would also be annexed into the city, which had always been the plan for the area.
- The key limitation on urban renewal is maximum indebtedness, or the total dollar amount of urban renewal funds of tax-increment finance revenue, that could be used to fund projects in the area. As stated in the Plan, the maximum indebtedness is \$67 million, which was included in the ballot measure language that went out to the public for an advisory vote last fall. The public was comfortable with that amount and passed the measure.
  - Because the \$67 million was a hard limit, if someone wanted to do \$100 million worth of projects in the area, they would not be able to fund all of them with urban renewal. Although a substantial amendment could be made to the Plan later to increase that limit somewhat, even tougher restrictions existed on how the City would increase that in the future.
- Nothing in the statute stated the Plan must have a hard and fast end date. The Plan was estimated to be completed in about 25 years, which was the amount of time to invest in new infrastructure, have new development take place, use the increased tax revenues to pay off the debt on that infrastructure, and then close the Plan down.
- The projections for maximum indebtedness and tax increment finance revenue that funded the projects in the urban renewal area were made based on growth and assessed value in the area. Assessed value could grow from appreciation of existing property, as well as new development. Because the proposed area had a relatively low amount of value today compared to its acreage, which had a lot of vacant property, appreciation was not expected to be a large component of the growth and value, especially in the State of Oregon where appreciation on an annual basis was limited to 3 percent per year for properties.
  - In order for urban renewal to be successful, new development had to take place. When forecasting new development in an area that was largely vacant, there was no crystal ball. Assumptions had to be made about the amount of development that would take place, what kind of development it would be, the value of the new development, and how quickly new development would occur.
  - To assess all of that, the project team relied upon the series of planning documents that had been done for the proposed area over the last two decades, in particular, a 2011 Coffee Creek Funding and Marketing Plan that tried to assess the type and value of the development that would take place. Those assumptions were amended a bit to assume that Coffee Creek would take 20 years to develop at a rate of eight acres each year with values of approximately \$3 million per acre. Again, the actual timing and value of development would vary which could result in a more successful or more time-consuming Plan over time than estimated in the forecast. The numbers were not binding or a guarantee of what would happen, but understanding the assumptions that went into the Plan was important.
- The TIF Forecast chart (Slide 7) illustrated how tax increment finance would work for the proposed urban renewal area. At the beginning, the area was generating roughly \$1 million per year in property taxes which would continue to go to all of the affected taxing districts: the City, County, Fire District, School District, etc.
  - The increment was any growth in value that took place over time and that would be used to pay for projects specific to this Urban Renewal Plan. The increment started off very low, meaning there was a limited ability for the Urban Renewal Area to invest in projects, but over time it would grow as new development took place and in the later years there would be quite a lot of increment value that would allow for many projects while also paying off bonds and/or loans quickly.
  - Toward the end of the Plan, the revenue labeled "shared" on the chart was a relatively new occurrence in State statute, which stated that once an urban renewal plan was mature and its annual

revenues reach a certain threshold, the Plan could no longer be permitted to retain all of those revenues but had to share some of it back with the affected taxing districts. This legislation resulted because some urban renewal plans in the past dragged on for a long time and the affected taxing districts had to keep waiting to see any of the benefits; that was no longer the case.

- If the actual tax revenue matched the projections, the Plan area would hit that sharing threshold in about 20 years and start giving some of that revenue back to the other taxing districts. In 2042, 25 years from Plan's implementation, the Plan would close and all of the increase in revenue would go back to the taxing districts, so their patience would be rewarded in the long run with increased property tax revenues that were intended to be much higher than without urban renewal. The proposed area wanted to develop for the last 20 years but had been struggling to get any development without the infrastructure, but the urban renewal increment and investment could jumpstart the area and get the development to take place, which would result in much higher property tax revenues than seen there today.
- The \$67 million of maximum indebtedness was in nominal dollars. The project team took a list of projects the City wanted to fund in the area (Slide 8), which added up to \$58 million in today's dollars, and then estimated the inflation given the anticipated timing of those projects over the next several years to calculate the estimated projects' costs, which was \$79 million. With a maximum indebtedness of \$67 million, not all of the projects could be funded with tax increment finance revenues, which was fine because such projects were not typically funded 100 percent with tax increment finance revenue as system development charges (SDCs), private developer contributions, and other funds would help pay for those projects.
  - While developing the Plan, the City hired an outside engineering consultant to closely review all of the projects that had been investigated in previous plans to ensure the cost estimates were not underestimated. The consultant used very good, planning level estimates with a good contingency to provide a realistic look at what could be built with the maximum indebtedness and what would require the use of other funds.
- The projects proposed in the Coffee Creek Urban Renewal Plan were reviewed as noted on Funding for Projects (Slide 8) and indicated on the Proposed Coffee Creek Urban Renewal District Map (Slide 9) with these key comments:
  - Project 6 Coffee Creek Industrial Area Sewer Extension was estimated at approximately \$2 million. Currently, the City has an existing sewer line where SW Clutter Rd, Garden Acres Rd, and Ridder Rd came together, but no city sewer currently extended to the Boones Ferry/Day Rd, which would be a very costly investment. The recently approved Universal Health facility had a temporary connection to the sewer currently in the Commerce Circle area. As interest in the developing on Day Rd and the entire area grew, a public sewer line would be needed.
  - Project 1 Day Rd would address an existing structural deficiency in its pavement section and bringing Day Rd to a multi-modal five-lane road. The Transportation System Plan (TSP) specified Day Rd as five lanes, particularly approaching Boones Ferry Rd, but this Plan assumed five lanes clear to Grahams Ferry Rd, most of which was contingent upon more detailed studies regarding when the project would be done and the timing of the Basalt Creek Parkway, which was part of the Basalt Creek Concept Plan Area. This was an expensive project that envisioned Day Road with a concrete section, due to the heavy industrial traffic through the area, as well as buffered bikes lanes, sidewalks, and landscaping.
  - Project 2 anticipated improvements on Grahams Ferry Rd to the edge of the Urban Renewal District.
  - Project 3 Java Rd was more of a collector street that would connect Grahams Ferry Rd and Garden Acres Rd in the Urban Renewal District.
  - One recent amendment to the 2014 TSP was the elimination of Kinsman Road Extension from Ridder Rd to Day Rd between Grahams Ferry Rd and Boones Ferry Rd. Following a more intense traffic analysis for the area, Staff determined it would be just as effective to have only Garden Acres Rd connect to Day Rd and Grahams Ferry Rd. Service to the area was just as good using Garden Acres Rd as the main route through the Urban Renewal District and Coffee Creek Industrial Area.

- Project 4 Garden Acres Rd project also included a reconfigured intersection with Grahams Ferry Rd in front of the Coffee Creek Correctional Facility with either a signalized intersection or large roundabout that could accommodate trucks. More study was needed on both concepts before any design and construction could start.
- Project 5 Clutter Rd was an old County section that did not meet urban standards and needed to be rebuilt.
- Assorted storm water improvements were proposed throughout the area, including Project 8 Coffee Creek Regional Detention Pond, which was needed to serve the area for detention and water quality purposes.
- Most of the roadway projects included at least some underground utilities. Fiber optic cable would be included throughout the roadway system in an effort to provide the kind of internet service needed for any future employment in the area.
- Project 9 Railroad Undercrossing only involved planning. The existing railroad overcrossing at Grahams Ferry Rd was deficient due to vertical and horizontal clearance limitations. Additionally, the steep topography and adjacent wetlands and Metro's open space made it a complicated area that would require a lot to develop the scope needed for the project, so \$2 million was included for project development to better understand what was intended given that the existing bridge did not meet any standards and carried rail daily. It could take a lot of time just to understand what the best improvements were for that project.
- When talking about urban renewal, it was important to emphasize the impacts to taxing districts. Urban renewal used tax increment finance that was not free money, but money that was diverted from the places it would ordinarily go. The project team estimated the foregone revenues, projecting how much revenue would be generated in the area with urban renewal and all of the development that came with it and identifying where that revenue would have otherwise gone. This might be an overstatement of the impacts to the affected taxing districts because without urban renewal, all of that development might not have taken place. Nonetheless, it was better to overstate rather than understate them because districts were valuable partners, and the City wanted to make sure they understood the costs of using urban renewal.
- In the Coffee Creek Urban Renewal Area Report, on Page 58 of 66 of the meeting packet, the first page of Chapter IX, Impact of the Tax Increment Financing, was narrative describing the impacts, which were for permanent property tax rates. The urban renewal area did not have any impact on local option levies. General obligation (GO) bonds were only impacted if approved prior to 2001, of which very few were outstanding. Only one was in the Wilsonville area, but it impacted GO bonds differently than permanent property tax rates.
  - Pages 59 and 60 indicated the annual revenues going to the Urban Renewal area each year instead of to the affected taxing districts. Those numbers and information had been shared with each of the affected taxing districts. State law required the City to consult and confer with those taxing districts and that the taxing districts have an opportunity to provide written comment to the City Council as part of their decision-making process.
    - The numbers started off small and humble, just like the TIF revenue, \$50,000 per year in aggregate, and over time, they build up until they would reach approximately \$7 million per year. Once everything was said and done, the increase in property tax revenue would go back to the affected taxing districts.
- School districts were slightly different from the other taxing districts with regard to impacts and were not directly impacted by urban renewal. School districts were funded based on a state-wide formula with a general purpose grant of X dollars per student. If property tax revenues for an individual school district went up or down, it would not affect their actual funding. However, if there were 100 urban renewal areas all over the state that were taking some local property tax revenue away from their local school district, it was conceivable that the state would fund schools at a lower level than they otherwise would have, so the exact amount of that impact was difficult to say.
- The City showed the school districts the full amount of the foregone revenue, and consult and confer with them. The school district was invited to participate in the Urban Renewal Task Force on this project.

A very small part of the city overlapped with the Sherwood School District, which was the district of concern.

- The Comprehensive Plan Conformance was the heart of the matter this evening. The Planning Commission's Staff report, Attachment C on Pages 64 through 66 of the packet, identified a number of Comprehensive Plan goals related to the urban renewal area which generally referred to urban growth management, public facilities and services, including water, fire, and transportation, and also land use and development. Those goals were listed along with an explanation from City Staff on how the Urban Renewal Plan related to those goals.
  - The Staff report noted that the Urban Renewal Report provided the infrastructure to allow the development to occur according to the plans that had been laid out for the last 20 years for the Coffee Creek area. The Urban Renewal Plan did not in any way try to change the vision or plans the area had always had. It was an implementation tool for the infrastructure that the project team believed would facilitate the growth that had always been planned there.
  - The Staff report concluded that the establishment of the Coffee Creek Urban Renewal District was supportive of and in conformance with the applicable provisions of the City of Wilsonville Comprehensive Plan.
- The State had limits on the percentage of a city that could be included cumulatively in urban renewal areas. The City already had two large urban renewal areas, the Westside Urban Renewal Plan and the Year 2000 Plan, as well as three small individual property specific TIF Zones. No more than 25 percent of a city's acreage or assessed value was allowed in those plans. (Slide 12)
  - If the proposed urban renewal plan was created, the City would still be well under the limit at 7 percent of the total city assessed value. However, the City was very close to the acreage limit at 24.5 percent, so at this time, the City could not add additional property to any of its existing urban renewal areas or create any new urban renewal areas unless an existing urban renewal plan was closed down or its acreage reduced. The City was essentially at maximum capacity for urban renewal.
- With regard to the Plan's timeline, the dates following tonight's Commission meeting were uncertain because the City learned earlier today that the July 19<sup>th</sup> Washington County Commission meeting had been postponed, which could impact the dates of City Council's hearing and votes. (Slide 13)

Ms. Kraushaar noted the modifications to the amended Staff report (new Exhibit A) and resolution, made in response to Commissioner Postma's email (Attachment D), had been distributed to the Planning Commission.

- The revisions to the Staff report included the additional impacts or benefits to the community and that indebtedness was required with an urban renewal district which did impose some risk for the City. Language was also included regarding the 25 percent cap on acreage and that the proposed Coffee Creek Urban Renewal Area would definitely approach that limit for the City's overall acreage.
- The red line version of the resolution distributed to the Commission included two misspellings of the word conformance, in both the title and the NOW, THEREFORE paragraph.

Commissioner Postma highlighted the concerns he discussed in his email (Attachment D) with the following:

- With regard to the resolution, he noted the statute did not state what the Planning Commission was to be recommending; however, multiple jurisdictions had taken the approach that the Planning Commission should be recommending the comparison of the Urban Renewal Plan versus the City's own Comprehensive Plan for conformance. However, the first draft of the resolution stated the Planning Commission was recommending that City Council approve and adopt, which he interpreted as the Commission was to review all the numbers and everything to essentially say the Urban Renewal Plan was a good idea, which he did not believe was within the Planning Commission's purview, according to general statute.
  - He appreciated Staff's response in revising the resolution to reflect that the Commission simply had to determine if the Urban Renewal Plan as presented was supportive of the City's current Comprehensive Plan, which was appropriate as he could not make a recommendation regarding \$67 million worth of indebtedness.

- The initial Staff report spoke to the impacts that infrastructure development was a good investment in Coffee Creek due to the expected increase in property value and added value to the community for industrial development. However, for the sake of transparency for the citizens, it was important to also point out the downsides, such as the indebtedness. Just because it was believed to be a low risk investment did not mean there was no risk.
- The most important issue was the 25 percent cap because the current proposal would put the City .5 acres away from the cap, meaning that until another urban renewal district was closed, the City could not do anything more. This was a very big impact for Wilsonville because approving the Plan would take away a good funding option for maybe a decade. However, that did not change the fact that it should probably be done because industrial development was needed and had been discussed for a long time.

Commissioner Levit noted the asterisk by the City of Wilsonville on Slide 12 and asked since the land was outside the City's boundary was the 25 percent cap for the City based on the City's current land area or the area that would be brought in.

- Mr. Popenuk explained the total acreage of the urban renewal area was 258 acres, which included the acreage outside the city, so it included all of the acres in the area once all of the annexations took place in the future. Technically, the City would have a slightly higher amount of land available in the cap now, because not all of the areas had been annexed yet, but when annexed it would be 258 acres. The asterisk also applied to the City of Wilsonville's assessed value because the number on Slide 12 was not the total assessed value. The statute required that the amount be the total assessed value less the increment value in existing urban renewal areas. It was a complicated formula, but that was what the statute required. He confirmed the City was nowhere near the cap.

Commissioner Springall understood one of the urban renewal areas would be closing within a couple of years.

- Ms. Kraushaar responded the Urban Renewal Strategic Plan recommended that the Year 2000 Plan wrap up the remaining projects and close down in the next three to seven years. There was a caveat indicating that because of the bonds that the school district had in compression, it might be advantageous to the school district to wait several years to close down that district.
  - She noted the Boeckman Rd between Canyon Creek Rd and Wilsonville Rd was a deficient rural road used by cars, trucks, cyclists, and pedestrians. While the City had been able to put a sidewalk in on one side, the slopes had some real limitations for safe access by the general public.
  - The area was in the Year 2000 Plan, so it was possible to talk to the Urban Renewal Task Force about using any potential remaining increment in that district or increasing the maximum indebtedness, which would involve a lot of public conversation. While there was some uncertainty as to when that district might close, it was definitely on its glide path to being closed.

Commissioner Postma:

- Asked if the Plan included putting fiber in the ground or just the conduit, noting Page 18 of 66 stated, "Install fiber optic conduit and cable will be installed." He believed another spot indicated that as well. He believed it would be easier to sell the land in the future if the fiber optic was already laid, though he was uncertain it was within the funding source.
  - Mr. Popenuk explained all of the numbers of the project cost estimates were done recently and included the cost to install conduit in each of the streets, but did not include the cost of the actual cable. He believed the major portion of the expense was installing the conduit, since it involved digging up the road, but he was unsure about the marginal cost of the cable.
  - Ms. Kraushaar agreed a clarification should be made in the report. She believed in some cases the City would install fiber as that was being done in many other parts of the community.
  - Michael Kohlhoff, Special Projects Attorney, suggested checking with the City's IT Department to see whether a portion of this Plan might affect their Strategic Plan which involved some fiber installation. He added the school district had indicated two things with regard to compression. One, values were increasing outside the recession, which would help the compression issue quite a bit. Secondly, the

- district was trying to get a fix on the issue through the legislature, though the results were anybody's guess, the legislation was expected sooner rather than later.
- Asked if the \$67 million in the Plan would be used for land acquisition where needed and the costs associated with any necessary land acquisition, like eminent domain, etc., as well as the actual construction work. The capital costs of actually acquiring the land would involve a lot of speculation given widely fluctuating land values.
    - Mr. Popenuk responded that Wilsonville and Coffee Creek were not unique in that regard. Communities often try to come up with funding plans for capital projects that require land acquisition and would take 10 to 20 years to build. Estimating the inflation of the actual construction cost was difficult enough, but estimating land acquisition costs was particularly difficult. This Plan included the most detailed and recent cost estimates of any plan he had been involved in, so the City did a really great job of studying these projects and re-studying these projects, specifically for this Urban Renewal Plan update. Fairly generous contingencies were also included to help cover that. The City had previous experience with the West Side Urban Renewal Plan where inflation wound up being significantly more than originally anticipated, and so that was in mind as the City came up with the cost estimates for the currently proposed Plan.
    - He confirmed the City had attempted to project land costs and construction costs were included as part of the contingency costs associated with each project.
  - Asked if the \$2 million was earmarked to study the railroad, adding he was concerned about spending \$2 million to find out there was nothing that could be done. Certainly something always could be done, but at what cost?
    - Ms. Kraushaar responded the City knew the Railroad Undercrossing would be an expensive project that could take many years to acquire the funding to construct an improvement, but from her experience, with so many complicating factors arising in a project that was scoped to provide the best engineering solution, and \$2 million was a reasonable cost estimate to help the City understand what would be needed. It was worth taking a lot of time to study it upfront.
      - There would probably be a bridge replacement as well as a temporary bridge structure due to the active railroad and WES traffic. The wetlands and slopes were factors, and widening it to serve bikes, pedestrians, and other vehicles was important.
      - Construction costs were not included because only so much return on the tax increment could be anticipated and trying to relate construction of the entire project to impacting the tax increment of the development within the Coffee Creek Urban Renewal Plan was a bit of a stretch. However, Staff believed it was important to identify the scope of future improvements, but not necessarily include the cost of construction.
  - Noted his question was triggered by statements on Page 37 of 66 that said money would be spent to determine the project's scope and potentially partially fund improvements, which scared him a bit. He did not want anybody to have the grand idea that the Plan was going to pay for a fix, too, because it seemed too drastically underfunded for a fix.
    - Ms. Kraushaar explained the project team tried to be flexible there because it was also a Clackamas and Washington County intersection and Wilsonville could possibly provide some impetus for a local match, if it was done as a partnership. However, recommendations for changes were welcome.
  - Suggested striking the language.
    - Mr. Kohlhoff believed the language was important and could be explained because if federal funds became available and the City just needed to do a match, then having a little money from urban renewal might be helpful. The City could explain that it was primarily for scoping the project, but including it in there provided flexibility down the line to obtain federal and state funding given the railroad situation, enabling the City to leverage a little funding a long ways.
  - Asked if Mr. Kohlhoff believed some additional explanation might be necessary.
    - Mr. Kohlhoff suggested adding adjectives like, "primarily used for scoping" and "potentially" could be added for flexibility but that type of wordsmithing made it difficult, but the explanation was that it was primarily for looking at scoping.

Commissioner Levit questioned why the City should bother with the railroad undercrossing since any truck traffic going south would go into areas where trucks did not necessarily need to be, and there were other ways for trucks to get around due to the other infrastructure being built, making the underpass less critical.

- Ms. Kraushaar believed this was where Clackamas and Washington Counties would play a big role as they owned that section of road. Washington County has worked hard to improve the safety and signage on the north side. The City and both Counties would have significant input regarding what types of vehicles any future bridge would serve in that area. She confirmed Clackamas County was south of the undercrossing.
- Mr. Popenuk noted none of the funding allocations for the projects and cost estimates were set in stone. The Urban Renewal Plan identified the projects that money could be spent on and the maximum indebtedness identified the total amount of money that could be spent on all of those projects combined. However, the amounts in the Plan and Report for individual allocations to specific projects were completely nonbinding. Ultimately, the Urban Renewal Area was run by an Urban Renewal Agency, which had an annual budget process just like the City. During those annual budget processes, the Urban Renewal Agency would decide which projects to allocate funds to for the year. That was not an excuse to not pay any attention to the project costs, but it was worth noting that if there were reservations about a specific dollar amount to be spent on a specific project, those decisions would be revisited on an annual basis during the budget process.

Commissioner Postma added it was involved, but there was a process to increase maximum indebtedness, so if, for example, the right solution was found for the railroad overpass, the City could go through the process to see if a few extra million dollars could be added to the maximum indebtedness to complete the project.

- Mr. Popenuk added the State wanted to ensure it was not easy to increase maximum indebtedness, but there was a process and it was done across communities in Oregon every year, to increase maximum indebtedness to fund projects at a higher level. He confirmed increasing the maximum indebtedness also affects the closing of the district.

Commissioner Springall:

- Stated noted the description of the Grahams Ferry Rd project on Page 37 of 66 extended outside the Urban Renewal District as it included Grahams Ferry Rd improvements from Tooze Rd to Day Rd and Tooze Rd was outside of the district.
  - Ms. Kraushaar clarified the same projects were described in slightly different ways in the Urban Renewal Plan and Report, but Page 37 generally discussed the significant transportation needs within the area and referred to specific projects within the TSP. The project description in the TSP included Tooze Rd to Day Rd but urban renewal funds could only be spent on that portion of the project that fell within the Urban Renewal District, which was important to understand. She offered to add language to clarify that portions of the TSP's project description was clearly outside district.
- Believed adding clarifying and specific language to the Grahams Ferry Rd discussion was a good idea because discussion of the undercrossing was specific to what was being done in the urban renewal district.
  - Mr. Kohlhoff understood 100 ft was the maximum distance outside of an urban renewal district that a project could extend.
    - Mr. Popenuk replied that was up to legal and bond counsel, reiterating the statutes state that urban renewal funds must be spent within the urban renewal areas. He noted the organization of the Report often caused confusion that section of the Report was intended and required to document existing conditions and how those existing conditions contributed to the statutory definition of blight. One statutory definition of blight was insufficient infrastructure. As such, best practices had evolved through dozens of these reports over dozens of years that said verbatim project descriptions from adopted city plans should be included to show that the City had planned for a particular project that had not been funded or built, and the project was partially or completely in the urban renewal area, which therefore established conditions of blight. Elaine Howard, the primary author of this Report, could provide input on how to clarify it exactly, but

rather than amending an individual project description, a blanket disclaimer could be added at the beginning to acknowledge that was the purpose and that those projects were not intended to be wholly within the Urban Renewal Area.

- Agreed that would make sense.
  - Mr. Kohlhoff clarified that when dealing with acquisition of some land that could not be parceled out, the City's position has been that as long as some of it remained within the urban renewal area and only a little extended outside, urban renewal funds could be used.
    - Mr. Popenuk believed, in his non-legal opinion, that was within legal limits.
  - Mr. Kohlhoff agreed it was only within a half mile, maybe a mile. The City had also asked for other legal opinions on that particular issue, but he believed it dealt with right-of-way and land partially-in and partially-out of a district.

Commissioner Postma asked if some disclaimer language should be considered at the outset.

- Mr. Kohlhoff believed there had been a general statement about the application. The City tended to watch those things and looked at some of those issues and the back and forth. Staff looked at everything they did project-wise to make sure the City stayed within the parameters. Legally, they did not have a great deal of flexibility, but there was some.

Commissioner Levit noted the beginning of the Report discussed the economic impact of 1,800 jobs and salaries, adding the numbers worked out to minimum wage at \$15 an hour. He asked if there was a reason for it being that conservative.

- Mr. Popenuk believed the numbers were taken either from 2007 or an earlier document, adding they were restating that this Plan identified this many jobs at this salary, but no adjustments were made for inflation over time. Often, it was necessary to go back and look at the initial study that estimated those jobs. As an economic consulting firm, ECONorthwest often did those kinds of standard input/output analyses, and when jobs were listed, they were not necessarily fulltime equivalents. The number of jobs being summed there might not be FTE, so the total wages could end up being more per hour because the hourly estimates associated with those jobs were unknown. Essentially, no new analysis was done for this Plan; the numbers were pulled from previous planning documents.

Chair Greenfield:

- Stated it was important to reflect the actual, realistic projection, adding that the City needed to be dealing with FTE numbers. Secondly, since the Plan was out for public approval, the figures needed to be realistic and not have something embedded in it that could be challenged.
  - Mr. Popenuk explained that urban renewal plans did not require estimates of employment or wages. This Plan happened to have a previous study to cite that had estimated employment and wages previously. He believed those numbers were dated, and he was not familiar with the details of the original analysis. The numbers could be studied to see whether they were appropriate to continue referencing, or if there was an easy way to update them to reflect changes in wages from then to now; however, neither element was a required component of an urban renewal plan, so it was not a standard item that was updated when a plan was adopted.
- Noted that even if it was not a legal requirement, it was in the area of public perception and should be attractive.
  - Ms. Kraushaar agreed those numbers had from some preliminary financial studies in the 2007 Master Plan, but the project team was happy to take a look at it.

Commissioner Levit clarified he was going forward with the minimum wage, not back, so far more should be calculated than the inflation over the years.

Chair Greenfield agreed that would be desirable.

Commissioner Levit added it would probably show more impetus to do it, rather than being so conservative. Hopefully, there would be more than warehouse jobs.

Commissioner Mesbah noted the Commission was getting into a semblance of cost/benefit analysis; however, this analysis was not really cost/benefit, which could leave the impression of cherry-picking the benefits if they were not careful about what is included and all that was not included, so what was the point.

Chair Greenfield asked if Commissioner Mesbah was suggesting the point be omitted entirely.

Commissioner Postma suggested it was not for the Commission to recommend a change on the wage figures because he believed it fell outside of the Commission's purview, which was to ensure the Plan complied with the Comprehensive Plan. However, as a next step, he agreed revising the wage numbers to ensure transparency to the public and ensure they understood the cost/benefit analysis. He did not believe the WPC should be doing the cost/benefit analysis, and would not personally recommend changing the Commission's recommendation process.

Commissioner Levit clarified that was not his intent, but it would make the Report more comprehensive, but the Commission did not have to suggest that any changes be made.

- Mr. Popenuk noted the project team was happy to take all comments on the Report, regardless of whether they were specifically focused on the conformance issue, which was before the Commission. He agreed the Report did include a full cost/benefit analysis, but isolated pieces of information.

Commissioner Hurley suggested using a footnote to indicate the numbers were taken from a 2007 report, then no one would have to go back through all of the economic analysis to figure out what was an FTE or a part time employee, or who was a manager or a subordinate.

Commissioner Mesbah:

- Noted it was straightforward to figure out whether the proposed Plan was consistent with current plans, as noted in the Statutes referenced in the presentation. However, the first Statute reference regarded whether the Urban Renewal Plan was a good idea, which was different from whether it was consistent with the City's plans. Commissioner Postma's comment about the City foregoing another urban renewal possibility begged the question: What are the other possibilities and had a comparative study been done. If not, the Commission really did not know if this was the best option. He clarified he was not proposing that be done.
  - Ms. Kraushaar responded it was always hard to take a snapshot in time and build on it, but that was part of the purpose of the citywide Urban Renewal Plan completed a couple of years ago and the City's Economic Development Strategic Plan before that. One of the City Council's goals was to implement an urban renewal area within the Coffee Creek Industrial Area to encourage development. Council was looking for robust employment and even things not seen in Wilsonville in the past.
- Stated if studies had already looked at different areas as a candidate for urban renewal, and Coffee Creek had consistently been the top candidate over two decades, the Report could reflect that it was possible the City was foregoing another project; however, the City had looked at it and Coffee Creek was the biggest peach of all the potential projects in the city, which was why this district was so desirable.
  - Ms. Kraushaar added that was not to say it would be the last need once Basalt Creek came into the city in another 10 to 15 years.

Mr. Kohlhoff clarified in response to a previous question that the description on Grahams Ferry Rd (Page 37) was under the section that listed what was in the TSP and also indicated that these were not all of the projects in the Urban Renewal Plan. The project description on Page 44 of 66 for the Grahams Ferry Rd urban renewal project was SW Day Rd to the railroad underpass, so it was covered.

Commissioner Postma added that even Page 37 stated these were the significant transportation needs in the area. It did not provide any equivocation as to whether or not it was a potential project.

Commissioner Mesbah:

- Noted the Urban Renewal Agency would evaluate each of the projects as they arose and make a decision. He asked if that evaluation would include a cost/benefit analysis.
  - Mr. Popenuk answered it was not typically a cost/benefit analysis, but the standard municipal budget process. He confirmed that in Wilsonville, the Urban Renewal Agency is the City Council, which met separately and wore different hats. The Urban Renewal Agency would meet to review Staff's budget recommendations for the next year. There would be a forecast of the tax increment finance revenues, a reference to the projects identified in the Plan, and an identification of what projects the City recommended funding in those years. It was not typical to do a full cost/benefit analysis at that time, although that general framework was often used. People want to ensure they were considering the costs and benefits, but doing a full cost/benefit analysis on an annual basis was not typical. As an economic consultant, he believed strongly that a cost/benefit analysis was a great way to evaluate decisions, but it could often be outside of the scope of what a jurisdiction could handle on an annual budget process.
  - Ms. Kraushaar stated that in this case, the phasing of the projects would be linked to what development opportunities were presented. Currently, the City had a 5-Year Capital Improvement Plan for urban renewal, which would be reviewed more carefully if the proposed Plan was adopted. When developing the budget for capital projects, the hope was to get the most value for the dollars spent, but it was not always related to everything included in a cost/benefit analysis. A lot of the time, it was weighing public need against the existing infrastructure and how many more homes could be serviced before further improvements were needed.
- Said that made sense, adding that as an engineer, he had done cost/benefit analyses to determine whether a project paid for itself or not, which begged the next level of questioning: What was the City getting for \$2 million more, and could Staff identify that and all the things that were not monetary. Transparency was explaining that \$2 million would pay for a bike lane and an additional turn lane to reduce accidents, which was very qualitative as opposed to hoping for a good return on investment, which gets some municipalities into trouble because they hope for a good return, but it does not come. Some areas had gotten into hard times based on that kind of analysis. He had wondered where more of that kind of analysis could be considered and the answer was when the budget was done, which was great.
  - Mr. Popenuk added that rather than just spend the annual tax increment finance revenue, urban renewal agencies would typically take on debt that could come in tax increment bonds or sold on the bond market, but the debt could also be bank loans, loans from the State, or loans from other City funds. Whenever an urban renewal agency was going to take on debt, they need to do a forecast of their future tax increment finance revenues. Most lenders, unless the City was borrowing internally, want to see an outside party forecast revenues not based on speculative development, but based on certain things, such as whether a development agreement was signed and in place, development permits had been pulled, and shovels were in the ground. Essentially, what amount of development was certain to occur if the loan was funded, and would that new development generate the tax increment finance revenue necessary to pay back the debt? If not, then no lenders would be found. There was nothing that legally required a city to do that, but most lenders would require the City to that. The City of Wilsonville, in recent years, had done those studies before going out for new loans, so there were definitely best practices and they were definitely recommended.

Commissioner Levit:

- Noted the "Funding for Projects" table (Slide 8) had an implied timeframe for each of those projects due to the three percent annual increase in the Report. It would be helpful to have an anticipated year that those projects might be done to go along with the dollar figures provided.
  - Mr. Popenuk replied that beginning on Page 48 of 66, Table 6 showed the annual cash flow of the Urban Renewal Area, which listed each of the projects and their timing. Again, none of it was written in

stone as Table 6 was the projection used for the Plan, but it showed, for example, that Garden Acres Rd was intended to be the first project to receive funding in the area, and that the project's expenditures would occur over a four year period with the bulk of the costs, the capital expenditures themselves, taking place in 2020 and 2021. The information was in the Report, but a bit too overwhelming to present in the PowerPoint.

- Stated although he could figure it out from Table 6, he believed including the number of years in the future represented on Table 6 to Slide 8 would be simpler.

Chair Greenfield called for public comment on the Coffee Creek Urban Renewal Plan. There were none.

Commissioner Postma noted some suggested changes had been discussed and asked whether anybody thought they were necessary at this point. He did not, adding he believed the Commission could recommend the Staff report as it stood and revisions regarding the fiber optic lines and etc. could be made in the future.

Chair Greenfield added the Commission was considering the very narrow issue of conformance and he believed those changes were outside of that issue.

Mr. Kohlhoff agreed, adding Staff had listened and had the minutes, so they could look at some of the points raised because common sense supported some of the issues as well, so it would not be difficult for Staff to move forward on that. If that was resolved, then the question simply regarded the changes to the proposed resolution and Staff report.

Commissioner Postma noted the Staff report (Exhibit A) had incorporated the redline revisions of the resolution.

Mr. Kohlhoff added and the two spelling changes.

Paula Pinyerd, ABC Transcription, clarified for the record that the resolution for signature was correct, only the redlined version included the two spelling errors.

Commissioner Postma moved to approve revised Resolution No. LP16-0002 with the addition of Attachment D and revised Exhibit A. Commissioner Levit seconded the motion, which passed unanimously.

The Planning Commission took a brief recess at 7:32 pm. The meeting was reconvened at 7:40 pm.

## **VII. WORK SESSION**

### **A. Frog Pond Master Plan (Neamtzu)**

A three-page handout showing Conceptual Development Plans of the Krielkamp, Wehler, Pike and Killinger Properties was distributed to the Planning Commission.

Chair Greenfield noted there had been opportunity for public input at beginning of the meeting, but further public comments would also be allowed at the conclusion of the Frog Pond Master Plan presentation.

Chris Neamtzu, Planning Director, stated the project team has been very busy creating the packet materials for tonight's work session on Phase 2 of the Frog Pond Master Plan. He explained that the Infrastructure Financing Plan was on a separate track and would be presented to the Planning Commission and City Council for discussion after City Staff concluded their work on the initial drafts. The Financing Plan would probably come before the Commission in mid-August. The draft schedule included one more work session on September 14<sup>th</sup>, which would be preceded that same evening by a public open house as was done in May 2016. He hoped that with the Commission's concurrence, Staff would be prepared for public hearings on the Draft Code package for the Master Plan.

Joe Dills along with Andrew Parish, both of Angelo Planning Group (APG), and Ken Pirie of Walker Macy, displayed a presentation of supportive materials such as maps and pictures of the revised Draft Code text and policies proposed to implement the Frog Pond Master Plan. The proposed revisions to the Code language, which were presented in the meeting packet, included Zoning Code updates and Public Realm Designs as noted in the work session agenda provided on Page 1 of 43 in the packet.

Discussion and comments regarding key concepts discussed in the revised Code language for the Frog Pond Master Plan were as follows with responses from the project team as noted:

- Boeckman Frontage Lot Standards
  - Mr. Dills clarified the garages would not face alleys, but would face the full street on the other side of the home. (Slide 6) Developers would have the option to do double-fronted lots, as opposed to having to do an alley or side orientation solution.
  - Boeckman Rd currently had a 40-mph speed limit so the proposed frontage did not seem conducive to that type of road, both for safety reasons and due to the loss of a usable backyard. Children would be playing next to a high capacity, high speed road. Perhaps, the speed limit could be changed.
    - Boeckman would remain as a minor arterial and currently, there were no plans to reduce the speed. However, there were robust plans to improve the street and make the entire cross-section safe, even though it serves higher speeds and a lot of traffic while presenting an appropriate neighborhood edge. The improvements include setbacks on either side of the sidewalk equivalent to the homes shown in Slide 6, generous planting strips, a planned median, sidewalks, bike lanes, and a buffer area.
    - Such measures would not be sufficient to provide enough safety for children in the neighborhood. Setbacks and landscape buffers would not mean anything to a kid with a soccer ball
  - With much of the south side of Boeckman Rd being currently walled, the proposed plan would open it up to be look more like a neighborhood.
    - About the western third to one-half of the Boeckman Rd section was walled along the existing Arbor subdivision. The long-term plan was to improve the south side of Boeckman Rd as well with a landscape strip and wider sidewalk.
  - With regard to ownership, the 25-ft planting strip between the street and sidewalk was currently shown as right-of-way, but that was not a final recommendation. The City's Transportation System Plan (TSP) showed less planter strip than recommended, so the team needed to determine whether the planting strips would be setbacks or part of the right-of-way in the final recommendation. Typically, the area between the sidewalk and curb was part of the right-of-way
    - Concern was expressed about homeowners having to maintain such a large area that they would be unable to use. It was a lot of greenspace that was effectively wasted, as it was not for play, active use, or even decorative; it was just a buffer.
    - The large area would also attract children to play with no backyard to play in and no front yard to play in because it was a street. The plan put streets where alleys should go, and yet prohibited alleys. In reality, there should be an alley and backyard at the rear of house with a garage, and the Boeckman Rd frontage should be the front of the house.
      - Mr. Dills clarified the lot standards presume that all homes have both front and backyards. With a large lot, the backyards on the other side of the wall and landscaping might be fairly generous. The standard being discussed was for the buffer area or streetscape. Additionally, the Master Plan currently carried these as options, so a developer could go forward with an alley-loaded frontage along Boeckman Rd. Alleys were allowed.
    - There was discussion that some previous public comments opposed alleys, but it was generally agreed there were also positive comments, so no strict determination was made to ban alleys.
  - Mr. Neamtzu understood it would be awkward to have a front on both sides of the home, but noted the enhanced rear elevations would be on the street facing sides. The backs of the homes did not all have to look like fronts with doors. A variety of elements could be used, such as articulated roofs, different window treatments, and variations in landscaping, which might also address safety concerns by creating more of a barrier at the street edge to prevent a ball or toy to roll into the street. The project team had

seen existing neighborhoods with the proposed design and wanted to get the feel along Boeckman Rd just right. The Boeckman frontage would be the rear of the home, so the design standards were a significant issue. The team sought direction about how the space between the street edge and the back fence of the homes should look like.

- Mr. Dills clarified three options were allowed, the rear elevation, front elevation, or side elevation, called a sidewinder, could face Boeckman Rd. A house facing Boeckman Rd would be similar to a rear-loaded home and only have pedestrian access to the front.
- Some Commissioners acknowledged finding it difficult to identify the rear elevation of homes as shown on the slides due to the back doors and other details.
- The aerial photo (Slide 6) showed the driveways on the street side with the traditional garage and front yard setting of a front loaded street, while a fence line and vegetation created the backyard space. The lots in Slide 6 were smaller than those proposed on Boeckman Rd.
- Commissioner Mesbah noted the design team had responded to the Commission's request to create landscaping on Boeckman Rd to keep it from looking like a row of rear home elevations, and the proposed design achieved that. If the size of the yard was a concern, perhaps the size of yard should be discussed. The landscaping was doing its job.
- Small, Medium, and Large lots were all proposed along Boeckman Rd, but the same concept shown in Slide 6 would be applied.
  - The current Master Plan did not show a tailored footprint for the size of the rear yards, which still needed work. The lot development table had been constructed, but it included the standard minimum rear yard numbers as opposed to something specific to the proposed concept.
  - If the setbacks and buffering were consistent with the large and medium lots, the small lots would be all back yards with no room for a house.
    - Even a small lot done with an 80-ft depth, still provided enough room for 15-ft front and rear yards, at least. There might be opportunity for 20-ft front and rear yards with the home. Further calculations were needed.
    - The consistency of the look and cohesiveness of the elements along Boeckman Rd was important, and the setback could be a contributor to that. The Code solution for accommodating small lots would be to have a build-to setback with a range; that the home needed to be within X to Y feet from the property line along Boeckman Rd. Determining a standard was a consideration for the next level of planning and design.
- Road noise was a concern as the traffic and speed along Boeckman Rd may increase given the bridge improvements to remove the Boeckman dip. The road surface would be a significant factor, so having a standard requiring smooth pavement would improve livability. Installing a low berm could also reduce the noise level significantly.
- Mr. Neamtzu clarified the diagram in the three-page handout distributed to the Commission showed only the lots that would be built along east end of Boeckman Rd. When the West Neighborhood was fully developed, there would easily upwards of 40 homes backing onto Boeckman Rd. The diagram indicated the 11 R-10 lots in Subarea 3 proposed to front on Boeckman Rd. No illustrative diagrams were available for the other subareas at this time.
  - The Small lots along Boeckman Rd in Subarea 1 would also have the same set of orientation options, as the front, rear, or side elevations of the homes could front onto Boeckman Rd.
  - The homes depicted on Slide 5 represented the size of the proposed homes and lots for Subarea 1. About a third of Boeckman's frontage would look like the houses shown on Slide 5.
  - Referencing the Frog Pond West Subareas map shown on Page 16 of 43 of the packet, Mr. Dills clarified Subarea 1 would have 15 to 20 Small lots, maximum; Subarea 2 would have 4 to 5 Medium lots; and Subarea 3 would have 11 Small lots.
- The Commission and project team discussed ideas to help address concerns about noise, privacy, and safety for the backyards fronting Boeckman Rd. Landscaping elements should create visual interest as well as a barrier to pedestrians on the street.
  - Another concern was the matter of screening all the items people keep in their backyards, such as trampolines, colored play structures, and storage sheds. Slide 7 depicted a Villebois wall with

about a 4-ft high base with 2-ft of wrought iron on top. The low open wall was ideal for homebuyers.

- Suggested landscaping elements included a low berm with a sidewalk, rather than just a grass strip, and a stormwater treatment facility with plantings inside the depressed area.
- The team envisioned the wider buffer with the sidewalk farther away from the curb to help with the Safe Routes to School function. Bioswales would discourage kids from crossing into the street and help prevent balls going into the road.
- Mr. Dills said the team would work on ideas for space between curb and sidewalk, but cautioned against using berms that were too high, which could have too much separation, as seen along Canyon Creek Rd. He believed other options should be explored, but if a berm was used, it would have to be very low.
- The Commission was not ready to include the Boeckman Frontage Lot Standards in the Code yet. Further details were requested about how the space between the sidewalk and curb would look and how backyards could be more private.
  - Mr. Dills stated revisions regarding the height of the wall and its design would be presented next time in response to the desire for more privacy than that shown on Slide 5.
- The Commission had discussed the need for continuity between public, semi-private, and semi-public spaces, and the need to have some visibility into the backyards to allow for ownership of the public spaces adjacent to each backyard. A very private backyard would provide no visibility on the Safe Routes to School sidewalk, which was the purpose of having that transparency. The challenge was having a major road adjacent to the backyards; normally there was park land or natural areas.
- Parks/Open Space Framework
  - Because the majority of acreage in Frog Pond West was the medium-sized lot category, applying the additional 10 percent open space requirement to both Small and Medium lots would mean the majority of Frog Pond West subject to the standard, increasing the 27 percent open space percentage significantly.
    - The project team believed the neighborhood park worked well to fulfill the open space need for the Medium lots, though the park obviously served everyone. The average 7,000 sq ft lot size in the Medium category already provided the opportunity for good side yards and building separation. Combining that with the public open spaces did the job.
    - Because the West Neighborhood was considered a ¼-mile neighborhood, residents would have access to one of the open spaces within about two blocks, and even closer in the Small lot areas due to the additional 10 percent. The team believed the proximity to open space and the amount were appropriate.
  - The Commission discussed the importance of having strategically designed spaces to provide the opportunity to develop community by drawing people to actively use parks where kids could play and neighbors could meet, as seen in Villebois where the parks were more extensive. Although the Boeckman Creek SROZ counted as open space according to Code, the only amenity was a walking path which did not provide a community feel as a place to meet neighbors, kids to play, etc.
    - The Commission would have to make the value judgment regarding how much open space was enough to create community. Other neighborhoods, such as Westmoreland and Sellwood in Portland, many open spaces were just the public spaces within highly, community-oriented neighborhoods.
  - The aggregation of the open space in relation to the homes was the concern, not the total amount of open space proposed. Determining the community feel of the Plan was challenging because the location of the open space areas had not yet been identified, particularly in relation to the homes. The majority of the residents would have Medium lots. Was there space for them to mix with one another and for their kids to play outside their own backyards? That was the community feel desired in Frog Pond.
    - However, if the open space spans major roads, which also have green space strips, the roads would link major open space areas, which work in Villebois. Making the 2.5 acres visible and

accessible, while spanning a good portion of the neighborhood, would provide the community feel desired.

- Unlike Villebois, Frog Pond was envisioned to get people into their backyards, not in front of house, so the neighborhoods would have a different feel.
  - The proposed plan was not so constrained as to have that problem. Seeing the specific park design within the footprint would be helpful for including the community elements desired.
  - Providing linear greens and larger setbacks in certain locations for people to informally kick a ball around, away from Boeckman Rd, was also a component.
  - While 27 percent open space seemed like a big number, it included the SROZ and it was difficult to picture whether there was limited or a lot of open space.
- Mr. Dills noted the public realm of the streets was the important connecting facet between the various open spaces examples. The lion's share of the 2.5-acre neighborhood park would be located on a double block near the center of the public realm.
- The Commission needed to decide if a collection of small open spaces should supplement the large park. No matter what amount of open space the Commission decided to require per development, the baseline would be a highly connected, walkable street system, which was where community forms in addition to the parks and yards where one could kick a ball.
- The squares shown at the ends of the streets (Slide 14) were square, as opposed to round, cul-de-sacs. Homes would be built around them.
- The project team sought the Commission's direction on suggesting an additional 10 percent open space in the Small lot districts and on whether to extend that 10 percent requirement to the Medium lot areas as well.
  - Another possibility was to require but 5 percent open space for Medium lots. However, it was difficult to visualize what that would look like compared to current proposal.
  - Mr. Dills explained one challenge of trying to knit together a parceled area was it could not be designed down to the lot, so general concepts were being used to work toward the standards.
- The half-acre park in Canyon Creek Meadows at Emery Circle served about 115 homes and created community in the neighborhood. The park was much-used by the entire neighborhood, and while by no means an athletic facility, it was used constantly and responsibly by dog walkers, as a meeting spot for neighborhood gatherings and as a play space for children. Canyon Creek Meadows, which was a very compact neighborhood, also had a small pocket park with playground equipment and nice tree plantings. It was a very livable community within a dense neighborhood.
- Mr. Neamtzu clarified the City would ultimately have control of the park's design because it would be a public park and undergo a public process.
  - He confirmed the City did not yet have locational control of the park, but was working on it daily. He noted some public ownership existed in the Plan area and potential opportunities to work with the City's school district partners to secure a public site from their 25-acre holdings. The school district properties were identified on the updated Street Plan (Slide 14). While no negotiations or agreements had been made, two of the school district's properties were in the target area for the neighborhood park, and two were connected with identified greenways.
  - Such synergistic design elements want to put together to maximize the coverage or functionality of the open space.
- Canyon Creek Meadows might be considered park-deficient in light of the standards being discussed, but community is what you make of it. The Commission could go too far talking about how the footprint must be structured to create a community that some might like better than another. The idea that the Commission must engineer what the community feel would be like was uncomfortable; the residents would create their community feel when the neighborhood was built.
- Mr. Dills concluded the Commission was undecided on the Parks/Open Spaces Framework, adding the team would return in September with options, a summary of issues, and perhaps, graphics that might provide more specificity without plunking a park on somebody's property on which the City had not committed.

- The open space redline on Page 7 of 43 referenced the Development Review Board (DRB) many times. Mr. Dills confirmed the working assumption was that the City's existing procedures for plan development review would be used in Frog Pond West so the DRB would review the proposed projects.
- Mr. Neamtzu clarified the only procedural change that had been discussed for the DRB involved Form-Based Code changes possibly shifting to Staff. The DRB would be fully engaged in all aspects of the plan review in Frog Pond.
- Mr. Dills noted the Lot Development Standards, Table 2 on Page 17 of 43, were essentially a compilation of the current City standards being used, erring on the side of more yard or more coverage flexibility wherever there were variations in the standards.
  - He confirmed the next generation of the Boeckman lots would show some specified yards, in addition to the table, that would apply to the rear facades of houses along Boeckman Rd.
- Street Plan
  - The wetland shown in the upper right oval on Slide 13 was on the school property. The wetland designation was not based on delineation, but on a preliminary site investigation that identified wetland characteristics were present. The wetland's specific boundaries would need to be confirmed and this could potentially have ramifications about whether or not that area could be developed.
  - The change to the westernmost access to Boeckman Rd would not significantly affect the traffic circulation plan along the perimeter. Traffic could still move along the outer connection road (Slides 12 & 14).
  - On the May Street Plan, the westernmost connection to Boeckman Rd was pretty close to where the land started to slope down into the dip, so the adjustment was made to move the connection farther east (July Street Plan) to create safer conditions for full movements.
  - The changes to the roads in the southern school district area adjacent to Boeckman Rd were intended to provide flexibility should the school district property develop. The connection to Boeckman Rd could arc in any number of directions from where it was currently located to accommodate development.
- Pedestrian Connections
  - Page 25 of 43 in the packet showed a better example of a slim pedestrian connection than the bottom-right photo on Slide 15 since the photo on the slide does not show trees.
  - Mr. Pirie agreed the pathway connection shown on the upper right of Slide 15 should be redesigned due to the grassy area between the street and pedestrian path. Adding a stub of sidewalk or narrowing the street with a bump out was suggested to encourage through traffic and connect the pedestrian pathways.
- Street Tree Plan
  - Columnar trees would block the lantern-style street lamps called for in the Master Plan as they grew, and tree should not be planted too close to a light because the tree could eventually grow around the lamp, blocking most of its light. Such details should be considered when selecting street trees.
- Boeckman Trail
  - Mr. Pirie clarified the Forest Trail would align with an existing pocket park on the west side of the creek in the Copper Creek subdivision, just south of Canyon Creek Meadows.

Chair Greenfield called for public comment.

Don Hanson, OTAK, stated that he and Dan Grimberg of West Hills were very encouraged by the progress being made. He noted the area along Boeckman Rd that he and Mr. Grimberg were working on primarily was the lowest density area. The lots OTAK and West Hills were proposing were 8,500 to 9,500 sq ft in size, which were huge by today's standards. The lots shown in the images were much smaller than that, and the houses they would propose would be twice the size of those shown in the presentation. These would be high-priced homes on large home sites where people were going to want backyards, privacy, and a degree of security. To address that, the sidewalk connections to Boeckman Rd had been increased from the subdivisions being proposed along that road. Providing more frequent connection points along the corridor into the neighborhood would help achieve that. Those connections were proposed at every two homes.

- Subsequently, they would like to see a bit more enclosure in the backyards. While an arborvitae hedge would be too high, they preferred that the brick wall go a little higher than shown and that the ornamental

metal section on top be a little shorter. They would also like the freedom to do some landscape planting behind the wall. Having the brick wall and metalwork would be a great northern edge along Boeckman Rd and they did not want to clutter that with a lot of shrubs; they wanted to keep the wall very visible as a southern edge to the project.

- He liked the three approaches to interface between Boeckman Rd and the housing development: the rear yard enhancement, the sidewinder or side-orientation lots, and alleys. They preferred the rear-enhanced approach. However, due to the Small, Medium, and Large lot homes that would front on Boeckman Rd, a very busy street, perhaps a menu approach could apply to all three lot sizes. Perhaps a corridor plan or allowing two setbacks to make it interesting along that edge would enable all three treatments in the different density zones along Boeckman Rd.
  - They were concerned about having any alley-facing lots that fronted onto Boeckman Rd because that left no room for guest parking, which did not work from their perspective. They also did not support having individual sidewalks to each back porch that connect to the Boeckman right-of-way; they preferred a bit more closure.
- They were encouraged by the progress made and he believed the overall Street Plan for the district worked quite well. Regarding the location of the parks, the details were important for OTAK and West Hills. He suggested that he and Mr. Grimberg continue interacting with the design team, through Mr. Neamtzu, and perhaps refine their recommendations to produce a balanced approach between their concerns and what had been discussed tonight.

Dan Grimberg, West Hills Development, stated OTAK and West Hills met with Staff a few weeks ago, reviewing concerns about the last work session surrounding front doors facing onto Boeckman Rd. He explained that West Hills did the development in Hillsboro that was displayed. It was a very large-scale, planned development with small lots and affordable housing. Instead of having a flat wall of houses with blank windows, they created articulation and doors to make a more inviting neighborhood, which was not a requirement.

- The issue was that while this looked great, it did not live well because the wrought iron fence made it look like there was great connection to the public space and road, however, the homeowners did not want to go out there; they felt too exposed. This was why West Hills and OTAK spoke against the plan at the last meeting. He realized the Hillsboro development, being an affordable housing neighborhood was very different, while Frog Pond provided a very unique opportunity and would be a very special place. They told Mr. Neamtzu they did not want the same design for Frog Pond. They wanted a brick wall that was timeless, tastefully-done, and would still look good 20 years after construction, and then, OTAK came up with the idea of the connections through the pedestrian ways. He reiterated that although West Hills did the Hillsboro development, they did not recommend that design for Frog Pond.
- As far as parks and open space, they had seen parks master plans used in other urban growth boundary (UGB) expansion areas, so that while each development was part of the overall plan, each development did not design its own park, but be part of the overall system. He was very concerned about the suggested 10 percent bonus open space for Small lot areas. In Frog Pond, the average development parcel was five acres in size, so 10 percent would roughly be a half-acre, a 100 x 200 sq ft space, which was big for that small of a development, plus the roads and houses to be built.
- He questioned whether that space would be usable. Again, the parks fees were being paid to acquire park land to whatever extent the City believed was appropriate. While the 10 percent requirement sounded good, it was not very usable. From their perspective, everyone living in the neighborhood should participate in funding those parks. Otherwise, if a 5-acre park site was designated on Joe Smith's property, for example, his property could be worth zero. In other areas, this was handled by having a base residential zone and the park department pays residential development property prices, and again, the development fees are collected to be used as acquisition money.

Mr. Hanson added he understood the idea was to have an aggregate number in Small lot zones as an objective for assembling usable, small park spaces in those areas, but they were a bit concerned about having to pay parks fees, while also having to meet requirements for overall park facilities on top of the additional 10 percent. This would be a low density neighborhood and a lot of people would have larger yards. They believed requiring

the additional 10 percent open space on top of that was problematic. If this were a higher density development, the discussion about open spaces would be entirely different.

Commissioner Levit asked how likely it would be for Frog Pond to be developed parcel by existing parcel. For efficiency on the developer's part, it would seem the developer would want to have several parcels.

- Mr. Grimberg responded having 50-acre parcels was ideal, but that was not Frog Pond. It came down to individual property owners, who may or may not want to sell, extending utilities, and not hopscotching development; it would be very difficult. That was why a lot of flexibility would be needed. He felt like they were creating this dream community, but with all these regulations, he saw a real need for flexibility because development would not come in one, two, three, four; it did not work that way.
- Mr. Hanson agreed development would be incremental. As stated, changes had already been made to the Street Plan based on conversations with the school district and their future plans. There would be a lot of those conversations heading toward implementation. Assembling two or three property owners at one time would be great, but this was a very good aspirational plan. Though conditions could shift moving forward, if the development still advances toward this Master Plan concept, it would bode well for the district.

Doris Wehler believed the three pedestrian walkways shown on the lower right hand corner of the July Street Plan (Slide 14) between Stafford Rd and Willow Circle Dr, would serve the need without making the backyards open to the street. She agreed people would not buy a million dollar house that was open to the street.

- Regarding parks, she confirmed that overall South, East, and West Neighborhoods of Frog Pond were about the same size as Villebois, which had about 135 acres of parks. So, a 2.5 acre park was a pretty good sized park, and she did not think the Commission needed to worry too much about people not having a place to experience community or gather in neighborhoods. As stated, many of these lots were Medium and Large lots. Large lots averaged 10,000 sq ft and Medium lots were 6,000 sq ft to 8,000 sq ft, which was bigger than many lots being built on today. So, many people would have yards that did not have yards today, and children would play in those yards, so not everyone would go to the park.
  - There was a lot of testimony from people who wanted their children to be able to play in their own yard without the parents having to go watch over them at the park, so she believed the green space requirements would be easily met by this Plan.
- She had wanted the brick wall along Boeckman Rd from the beginning because the other walls with wood and brick stanchions did not look nice long-term.
- She understood the Master Plan allowed an accessory unit, like that used for storage, up to 10 ft in height' however, these would look really strange on the Large lot back yards that front on Boeckman Rd and should be reconsidered.

Chair Greenfield confirmed there was no further public comment.

## **II. OTHER BUSINESS**

### **A. 2016 Planning Commission Work Program**

Chair Greenfield confirmed Staff had no comments on the 2016 Work Program.

Commissioner Postma reported that Mayor Knapp gave a presentation to the Chamber of Commerce detailing the information in the 2016 Congressional Briefing Booklet, Wilsonville SMART, which had been distributed to the Commission. The report was created for a recent trip the Mayor and some Staff members made to Washington, DC to advance a couple projects and provide information about how Wilsonville was growing and the City's plans for the future. There was discussion about development in the community, like Villebois and industrial developments, and how what was currently in Wilsonville provided a lot of benefit to the community, including dollar value, and that these projects were planned 20 years ago. The Commission might not see the fruits of its labor until 2035, which was okay. There was a lot of very dense information in the report and he encouraged everyone to look at it, adding perhaps the Commission could discuss the details further at some point. He

concluded that it was amazing how Wilsonville had been able to grow as a community and the affect that had on future plans.

Chris Neamtzu, Planning Director, thanked Commissioner Postma, noting the booklet was indicative of the work done on a regular basis by Wilsonville's Public and Government Affairs Director Mark Ottenad. Mr. Ottenad was the primary author of these publications and deserved a tremendous amount of credit for the hard work he does in making the City look awesome, for which Mr. Neamtzu thanked him.

## **II. ADJOURNMENT**

Chair Greenfield adjourned the regular meeting of the Wilsonville Planning Commission at 9:41 pm.

Respectfully submitted,

By Paula Pinyerd of ABC Transcription Services, Inc. for  
Tami Bergeron, Administrative Assistant-Planning



**PLANNING COMMISSION  
WEDNESDAY, SEPTEMBER 14, 2016**

**VI. WORK SESSIONS**

- A. Frog Pond Master Plan (Neamtzu)



# FROG POND AREA PLAN

Creating a great community

## Frog Pond Master Plan Work Session

### Wilsonville Planning Commission

**Date:** September 14, 2016

**Time:** 7:30 to 9:00 PM

Wilsonville City Hall

29799 SW Town Center Loop East,  
Wilsonville, OR 97070  
Council Chambers

## Agenda

*Note: An Open House will be held from 5 PM to 6:30.*

- |           |   |                            |
|-----------|---|----------------------------|
| 7:30 p.m. | <b>Welcome and Work Session Overview</b> <ul style="list-style-type: none"><li>• Where we are in the process</li><li>• Next work session: October 12, 2016</li></ul>  | Chris Neamtzu              |
| 7:40 p.m. | <b>Boeckman Road Cross-Section and Lot Standards - Update</b><br><i>Presentation, discussion and direction:</i> <ul style="list-style-type: none"><li>• See attached memo and updated drawings</li></ul>  | Joe Dills<br>Ken Pirie     |
| 8:00 p.m. | <b>Open Space Standard – Policy Options</b><br><i>Presentation, discussion and direction:</i> <ul style="list-style-type: none"><li>• See attached memo and options</li></ul>   | Joe Dills<br>Andrew Parish |
| 8:30 p.m. | <b>Creekside Lot Standards</b><br><i>Presentation, discussion and direction:</i> <ul style="list-style-type: none"><li>• See attached memo and drawings. This is a new topic regarding standards for lot orientation, fencing and landscaping for properties close to Boeckman Creek.</li></ul> | Joe Dills<br>Ken Pirie     |
| 8:45 p.m. | <b>Public Comment</b><br><i>Input:</i> This is an opportunity for visitors to provide brief comments to the Planning Commission.  | Chair Greenfield           |
| 9:00 p.m. | <b>Next Steps and Adjourn</b>   |                            |

For additional information, visit the project website at [www.ci.wilsonville.or.us/frogpond](http://www.ci.wilsonville.or.us/frogpond) or contact Chris Neamtzu, City of Wilsonville Planning Director, at [Neamtzu@ci.wilsonville.or.us](mailto:Neamtzu@ci.wilsonville.or.us) or 503-570-1574.

# Memorandum



9/6/2016

**To:** Wilsonville Planning Commission  
**Cc:** Project Team  
**From:** Joe Dills and Andrew Parish, Angelo Planning Group  
Ken Pirie, Walker Macy  
**Re:** Frog Pond Master Plan – Boeckman Road Cross-Section and Lot Standards - Update

---

## OVERVIEW

At the July 13<sup>th</sup> work session, the Planning Commission discussed ideas for the streetscape lot standards along Boeckman Road. The guiding principles presented included:

- Boeckman Road is the front door to the West Neighborhood
- A “people-friendly” design will support walking and biking for all ages
- Coordinated frontage standards will help connect Frog Pond to the larger community<sup>1</sup>

The Planning Commission viewed images from the project team and images submitted by West Hills Development. Issues discussed included:

- Design concepts for the landscape buffer tract and public utility easement (comments ranged from landscape plantings to low berms)
- A priority of planning for walking, biking, visual interest (there was skepticism about active play within the buffer/public utility easement area)
- Concern about the level of traffic and speeds on Boeckman Road
- The relationship between the streetscape elements and adjacent yards to the north

Comments were received from West Hills Development noting that the image they submitted previously was not to be taken literally. It was for a more affordable project in Hillsboro, where the lots were smaller than planned here, and they have received concerns about privacy.

## UPDATED STREET CROSS-SECTION AND LOT STANDARDS

The project team has reviewed the issues discussed in July, coordinated further with West Hills Development, and looked at the street cross-section and lot standards from the perspective of planning a coordinated and cohesive neighborhood edge. The following updates include ideas in response to the July meeting and other elements the team has identified through this additional review. West Hills has

---

<sup>1</sup> Another principle was: “Boeckman will be a Safe Route to School.” That is not included above because there may be better interior routes for walking and biking to school. Safe Routes aside, it is very important that Boeckman be planned as a safe and inviting street for walking and biking.

submitted a new drawing of what they intend to propose (please refer to graphic at the end of this memorandum).

- a. **Boeckman Road Cross-Section** (see Figure 1) – The cross-section has been updated to:
  - Reduce the total ROW width to 78 feet, so it is consistent with the Wilsonville Transportation System Plan requirements for Minor Arterial streets.
  - “Hold” the 5 foot sidewalk and 5 foot planter strip that exist on the south side of Boeckman Road. These elements were constructed as part of the Arbor Crossing project and there is no intent to rebuild them. The sidewalk and planter strip along the properties east and west of Arbor Crossing will need to be customized to local site conditions.
  - Revise the landscape buffer area to be a landscape buffer tract rather than part of the right-of-way, as has been done in other parts of the City. This 10’ wide buffer will also serve as a public utility easement (PUE).
  - Recognize the presence of the high voltage power line that exists. It is unknown at this time if the line can be placed underground due to the high voltage and extensive cost to bury such lines. The poles will need to be relocated to the north within the landscape buffer tract and PUE. The cross section now shows the poles and the northern-most street trees have been deleted from the drawing, per Portland General Electric requirements. Due to the presence of the powerlines, a columnar street tree will likely be required along Boeckman Road on the north side.
  
- b. **Boeckman Road Lot, Fence, Home and Landscape Buffer Tract Standards** – Figure 2 is a graphic from West Hills Development illustrating the type of wall and landscaping they propose along Boeckman Road, located at the property line between the landscape buffer tract and the rear yards of homes. Putting this design together with other ideas discussed to date, the project team proposes a set of coordinated lot, fence, façade, landscape and open space tract standards. The concept is to coordinate all of these elements to create a cohesive, pedestrian-friendly and attractive edge to the Frog Pond West Neighborhood along Boeckman Road. Similar standards would be required along Stafford Road.

The elements include:

1. **Brick wall with wrought iron fence on top** – The property line fencing along Boeckman Road will include a 4’ high brick wall with a 2’ high wrought iron fence, located at the lot line. Six foot high brick columns will be placed at regular intervals.
2. **Foundation landscaping** – Landscaping comprised of low shrubs and ornamental plants will be provided at the foot of the wall to offer variety and interest.
3. **Pedestrian connections** - Connections will be provided from Boeckman Road into the neighborhood, at a spacing consistent with the Street Demonstration Plan. The pedestrian

connections will be consistent with the Pedestrian Connection cross-section in the Frog Pond Master Plan.

4. **Landscape buffer tract landscaping** – The Landscape Buffer Tract will be will be planted with masses of climate-adaptive shrubs to create a landscaped edge to the streetscape and reduce the visibility of the walls.
5. **Enhanced rear elevations** – The rear facades of the homes will meet the standards (articulation, windows, house plan variety) for front elevations elsewhere. Rear elevations do not need to mirror the fronts, but they do need to meet the code’s standards.

The standards in the current draft of the Neighborhood Residential Zone are:

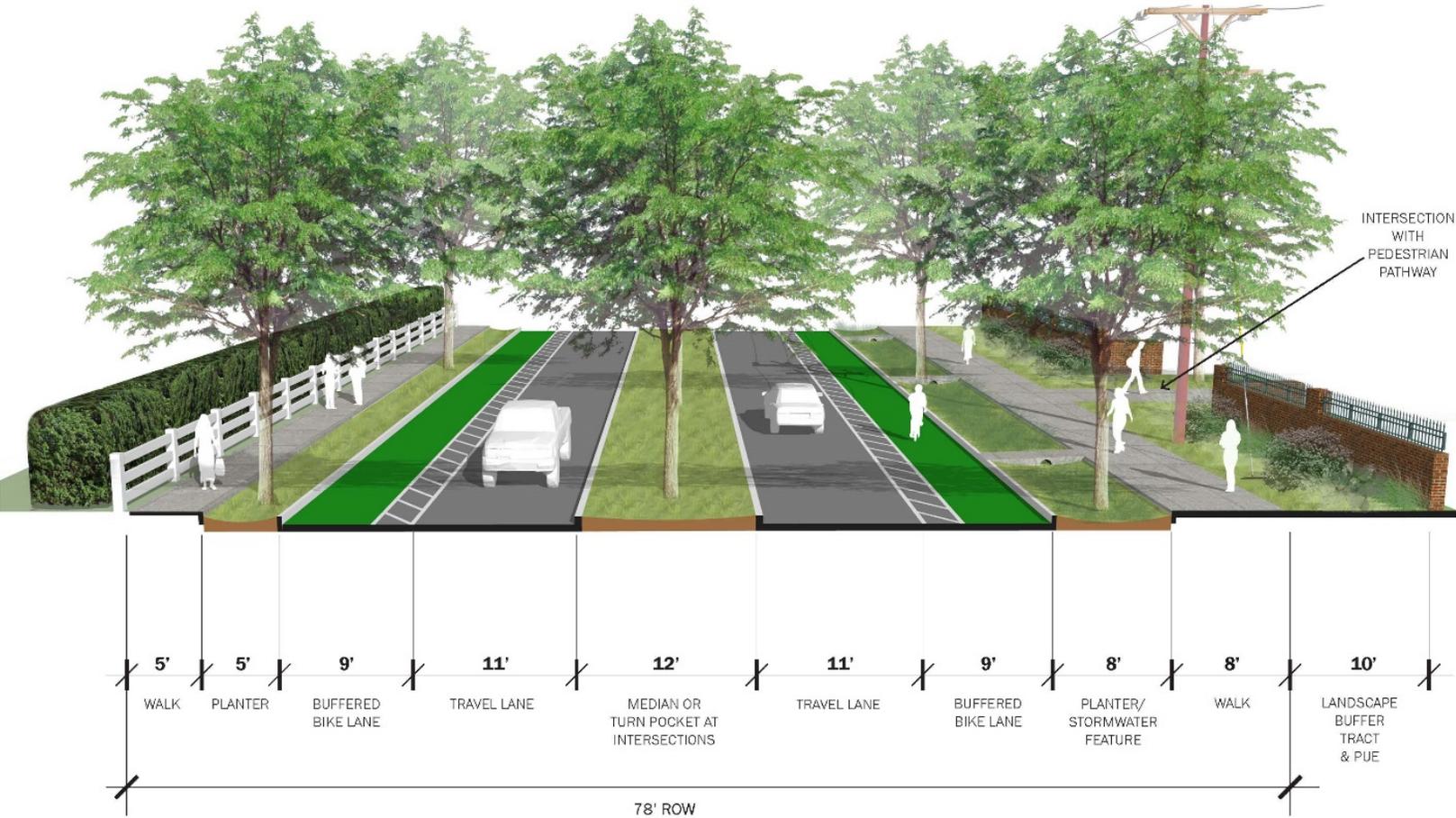
*“Standards. Dwelling designs shall include:*

- i. **Windows.** Not less than \_\_ [20] percent of the surface area of all street facing elevations. Windows used to meet this standard must include views from the building to the street. Glass block does not meet this standard. Windows in garage doors do not count toward this standard, but windows in garage walls do count toward meeting this standard.
- ii. **Articulation.** Plans for residential buildings shall incorporate design features such as varying rooflines, offsets, balconies, projections (e.g., overhangs, porches, or similar features), recessed or covered entrances, window reveals, or similar elements that break up otherwise long, uninterrupted elevations. Such elements shall occur at a minimum interval of \_\_\_\_ [30-40] feet on street facing facades.
- iii. **House Plan Variety.** No two directly adjacent or opposite dwelling units may possess the same front or street-facing elevation. This standard is met when front or street-facing elevations differ from one another due to different materials, articulation, roof type, inclusion of a porch, fenestration, and/or number of stories. Where facades repeat on the same block face, they must have at least three intervening lots between them that meet the above standard. Small Lot developments over 10 acres shall include duplexes and/or attached 2-unit single family homes comprising 10% of the homes – corner locations are preferred.”

## BOECKMAN ROAD PLAN VIEW

A plan view of the entire street will be prepared so that the streetscape and adjacent properties can be viewed together and coordinated. The plan view will be available as part of the materials for the September 14<sup>th</sup> Open House.

Figure 1. Boeckman Road Cross-Section



BOECKMAN ROAD - LOOKING WEST  
 FROG POND MASTER PLAN | September 2016



Figure 2. Proposed wall / fence along north side of Boeckman



Proposed wall / fence along north side of Boeckman Road  
Perspective looking west

(Frog Pond)  
Wilsonville, Oregon

West Hills Development



# Memorandum



9/7/2016

**To:** Wilsonville Planning Commission  
**Cc:** Project Team  
**From:** Joe Dills and Andrew Parish, Angelo Planning Group  
**Re:** Frog Pond Master Plan – Open Space Requirements Options

---

## INTRODUCTION

The purpose of this memorandum is to provide two options for the provision and regulation of open space in the Frog Pond neighborhood. This topic has been addressed at the March 9 Planning Commission Meeting and at the May 11 Open House and Planning Commission meeting, and the July 13 Planning Commission meeting. The topics addressed at these meetings are summarized below.

### March 9 Discussion Recap:

- **Desire for active uses.** Commissioners spoke of “leftover” pieces of land that have been used to meet open space requirements, which may be visually attractive but not active spaces and ultimately an inefficient use of land.
- **Concern that continuing the City’s current practice of 25% open space for each project may lead to many small pockets of open space,** due to the fractured ownership of the area and the possibility of build-out through many smaller developments. The vision for the Frog Pond West neighborhood is two neighborhood parks that are focal points of the neighborhood.
- **Concern that small-lot single family blocks within the neighborhood have a greater need for open space,** because the houses typically have smaller yards.

### May 11 Discussion Recap:

- **Discussion of overall open space** in the West neighborhood. Taken together, lands within the Significant Resource Overlay Zone (SROZ), the BPA corridor, two proposed neighborhood parks, and existing tree groves and wetlands constitute roughly 27% of the West Neighborhood.
- **Recommendation by the project team** was to use these open space components as rationale for not requiring additional open space set-asides in the Large Lot and Medium Lot categories. An additional 10% set-aside for small-lot categories was recommended to address the concern raised by the Commission at the March 9 meeting.
- **Discussion among commissioners** indicated the need to see the spatial location of these green spaces in order to determine whether the proposed open space set-asides were adequate. To that end, the team prepared an open space concept diagram that is included at the end of this memorandum.

### July 13 Discussion Recap:

- The team made a presentation trying to describe the likely spatial locations of open spaces, given the parcelized ownership and possibility of 15-20 individual land use reviews over time.



- The commission correctly identified the difficulty of anticipating the location, amount, and quality of open space at this stage of development, without looking at specific site plans.
- The discussion was closed without clear direction on the topic.

## BASELINE FOR OPEN SPACE IN FROG POND WEST

The Frog Pond West neighborhood will contain a variety of high-quality natural and active open spaces, as envisioned by the Frog Pond Area Plan. The baseline for open space in the 173-acre Frog Pond West neighborhood consists of:

- Land within the Boeckman Creek SROZ: 24.4 Acres
- SROZ along Willow Creek: 2.1 Acres
- BPA Corridor: 2.5 Acres
- Parks: 4 Acres, one 2.5-acre neighborhood park and one 1.5-acre trailhead park
- An estimated 20% of identified wetlands : 3.2 Acres
- Pedestrian greenways that will result from implementation of the Street Demonstration Plan (currently illustrated on the Street Demonstration Plan at roughly 2 acres, shown on Figures 1 and 2 at the end of this memorandum).

The above totals 38 Acres, or 22% of the total area of the neighborhood, and could be up to 46 acres or 27% if existing tree groves are preserved and included in the calculation. Additional open space elements that are difficult to quantify at this stage of planning include:

- The extent of the protection of existing tree groves.
- The tree-lined streets and public realm of Frog Pond West that provide active transportation routes.
- Development designs with voluntary platted open-space tracts and large lots around existing or new homes.

In addition, the existing Wilsonville PDR process would provide authority for the City to require a greater or lesser amount of open space in any sub district if the Design Review Board finds that it is necessary to support a specific proposal or achieve the purposes of the Frog Pond Master Plan or Neighborhood District.

## TWO OPTIONS FOR OPEN SPACE PROVIDED WITH DEVELOPMENT

In order to move this issue forward, the project team is providing the following two options for the Planning Commission to consider. These options both add additional open space to the “baseline open space” listed in the previous section. Pros and cons are listed for each option.

### Option 1: 10% Open Space Requirement in Small Lot sub-districts

The team recommendation, as discussed in previous Planning Commission meetings, is to require 10% open space in Small Lot single family sub-districts in the form of active greens, courtyards, community gardens, tot lots, public pedestrian ways, tracts with preserved trees and wetlands, and similar spaces. This option is expected to result in **roughly 2 acres of parks/open space, in addition to those listed in the “Baseline for Open Space” section**, depending on the extent to which this open space is co-located with the planned neighborhood parks or protected wetlands. The minimum open space for a single



facility/tract under the draft code standard would be 4,000 square feet in area. Assuming all open space facilities/tracts were built at this minimum size, there would be 21 of these small spaces within the Small Lot sub-districts. Figure 1 illustrates 21 small spaces within the Small Lot sub-districts. The number of tracts noted above and illustrated on Figure 1 is a hypothetical possibility – developers would likely seek to consolidate some or all of the open space requirement.

**Pros:**

- Will add variety and livability to the built form in Small Lot sub-districts, where density is highest in the neighborhood
- Useful as a tool to preserve trees and wetlands in areas of smaller lots
- Will provide active play spaces close to homes that have smaller yards

**Cons:**

- Requirement would not apply to all properties in the Frog Pond area
- Concern that open space provision may lag behind residential development, and it is important that public parks are created relatively early on in the neighborhood's development

### Option 2: 10% Open Space Requirement in All Frog Pond West Developments

An alternative option is to require 10% open space for all development in the Frog Pond West neighborhood. This option is expected to result in **roughly 5.5 acres of parks/open space, in addition to those listed in the “Baseline for Open Space” section**, depending on the extent to which this open space is co-located with the planned neighborhood parks or protected wetlands. If the minimum open space of 4,000 sf per open space facility/tract is implemented, this would result in 59 small spaces. The number of tracts noted above and illustrated on Figure 2 is a hypothetical possibility – developers would likely seek to consolidate some or all of the open space requirement.

**Pros:**

- Straightforward requirement applying equally to all developments in the neighborhood
- Likely to result in a more “even” distribution of public open spaces throughout the neighborhood
- More open space provided prior to full buildout of the plan, including the two public parks

**Cons:**

- Active play spaces are likely less used where homes have larger individual yards
- Additional open spaces may not be well-coordinated with one another or with planned neighborhood parks. This is a larger concern in Option 2 than in Option 1 because (1) it is unlikely that the planned parks will be located in the Small-Lot Single Family subareas, and (2) there will be significantly more of these open spaces overall. (Given the incremental development timing that is likely for the neighborhood, it is simply not possible for either option to match the level of open space coordination that can occur with a master-planned community like Villebois or Charbonneau.)
- Could push developers toward the smaller end of the lot size range in all sub-districts
- Very high cumulative maintenance requirements



## RECOMMENDATION AND ACTION REQUESTED

**Recommendation 1:** The team recommends Option 1 because it will produce an amount and pattern of open space that is consistent with the vision for Frog Pond West. Option 2 appears to result in too many small open spaces that are not needed in the context of Medium and Large Lot Sub-districts which will have larger private yards. We also note the potential of Option 2 to result in a pattern of minimum lot sizes throughout the neighborhood, which could create an overall character inconsistent with larger lot priority expressed by community members during the Area Plan process. The cumulative amount of maintenance required for Option 2 is also a concern.

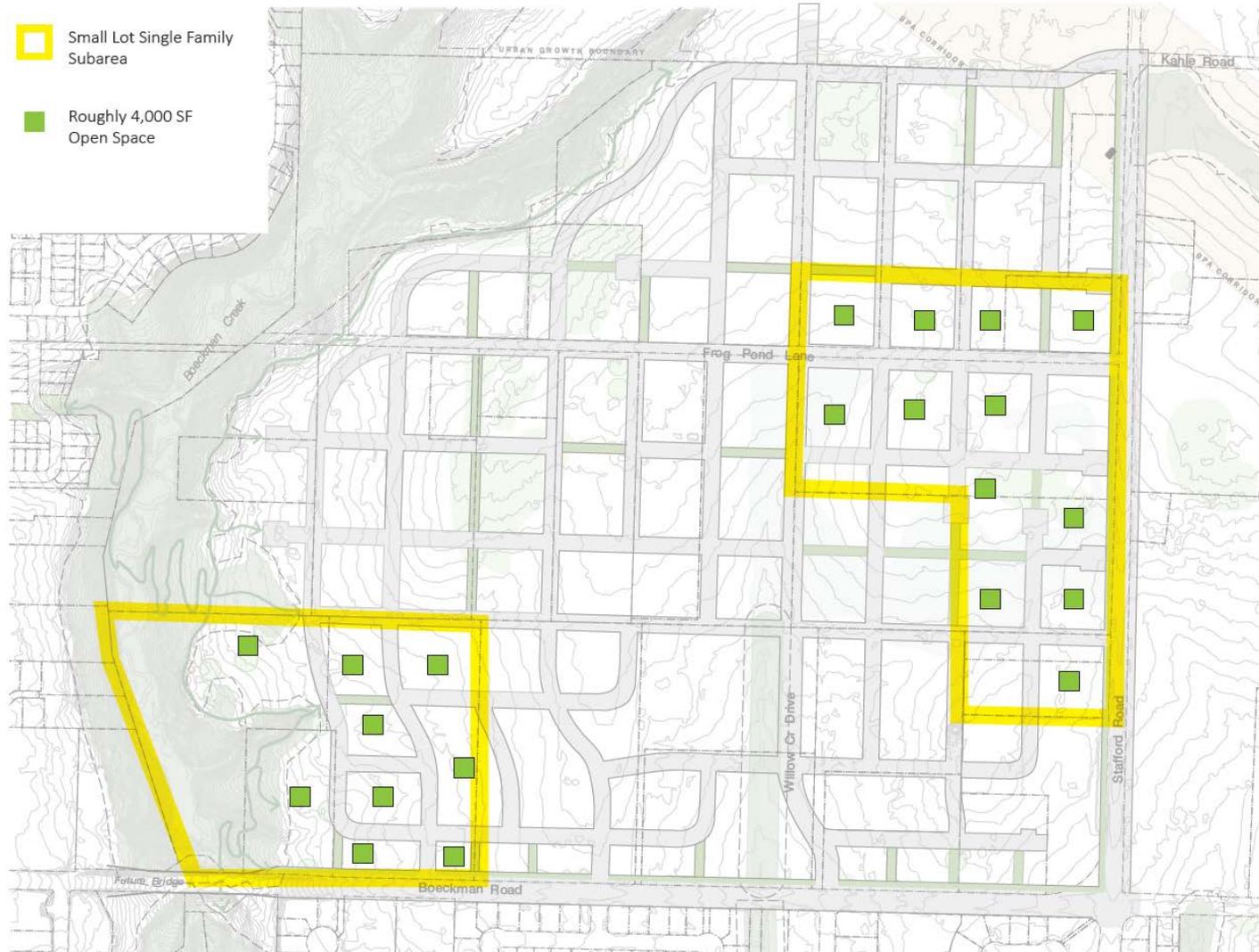
**Recommendation 2:** For implementation, there should be the flexibility to count all open space set asides except SROZ toward the Open Space requirement. This is intended as an incentive to locate the open spaces where there are tree groves, wetlands, pedestrian connections, trail heads and other similar open spaces that have been discussed as part of the vision for the neighborhood.

**Action Requested:** The team requests direction on the open space requirements for the Frog Pond West neighborhood, in order to draft development regulations as part of the Frog Pond Master Plan.

1. Does the Commission wish to move forward with Option 1 or Option 2?
2. Does the Commission support Recommendation 2 as described in this section?

Figures 1 and 2, and additional open space maps are provided on the following pages are provided for reference.

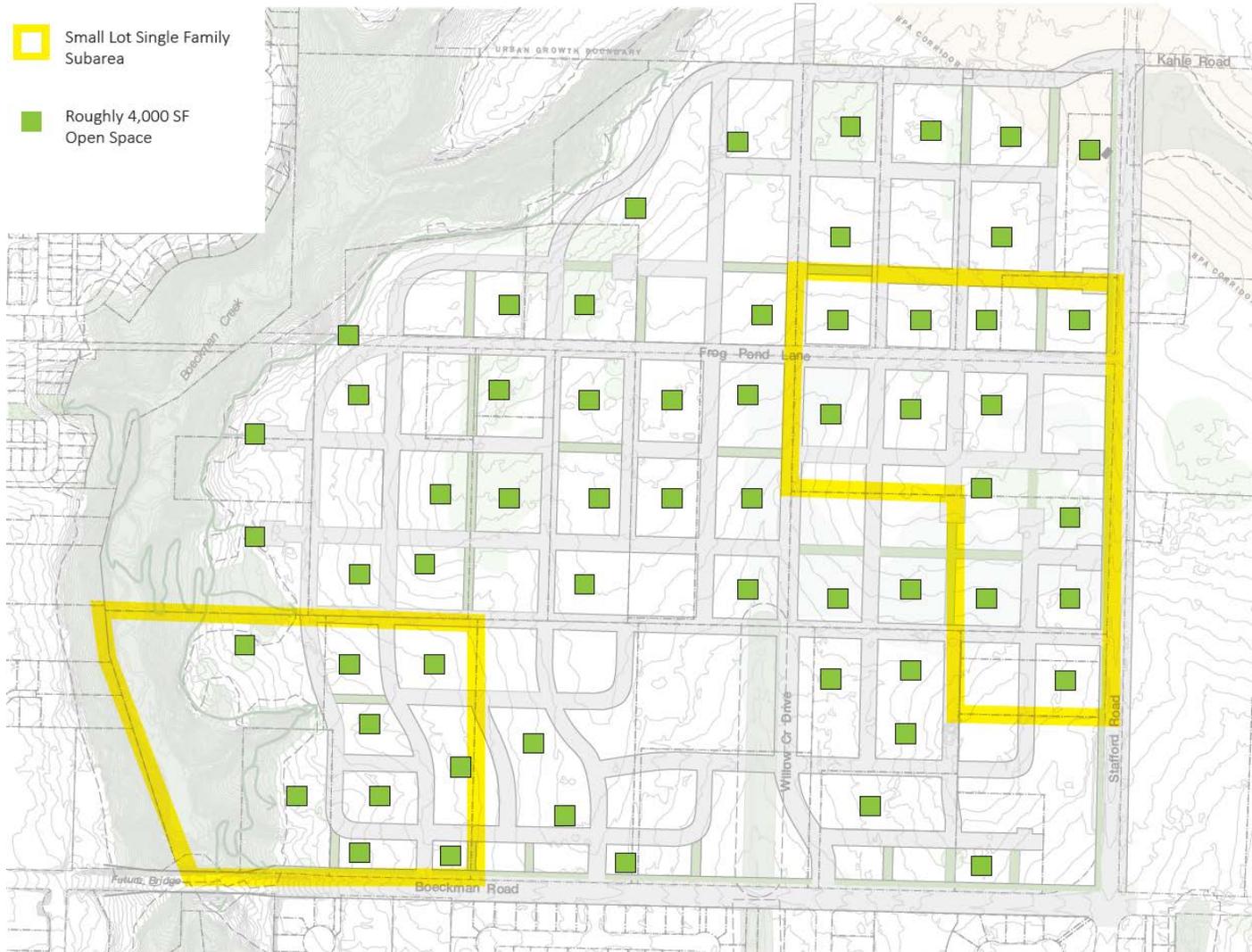
**Figure 1. Illustration of Open Space Concept in Option 1**



**Option 1: ~21 Open Spaces**



Figure 2. Illustration of Open Space Concept in Option 1



**Option 2: ~59 Open Spaces**





Figure 3. Frog Pond Area Plan Open Space Framework – West Neighborhood

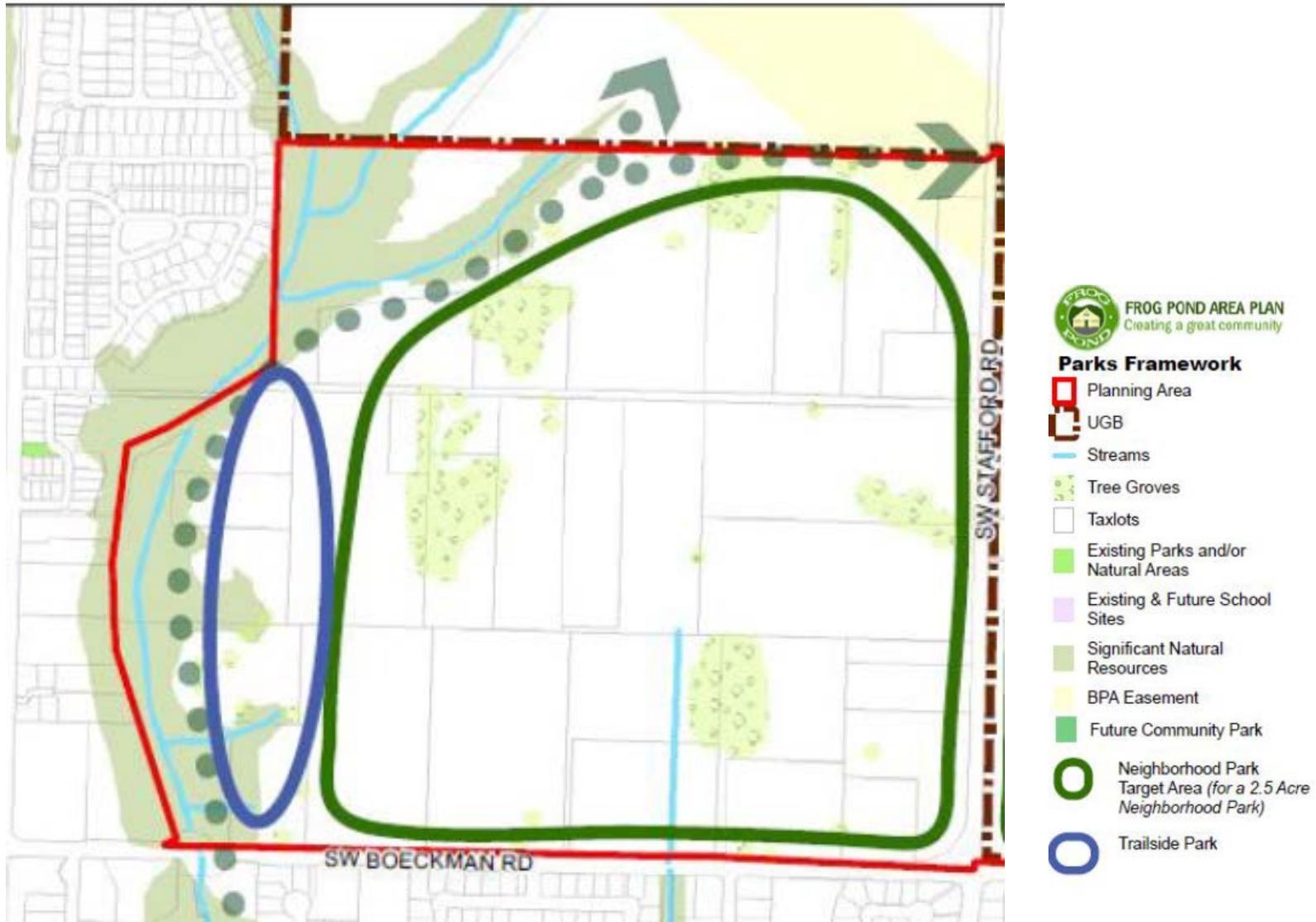
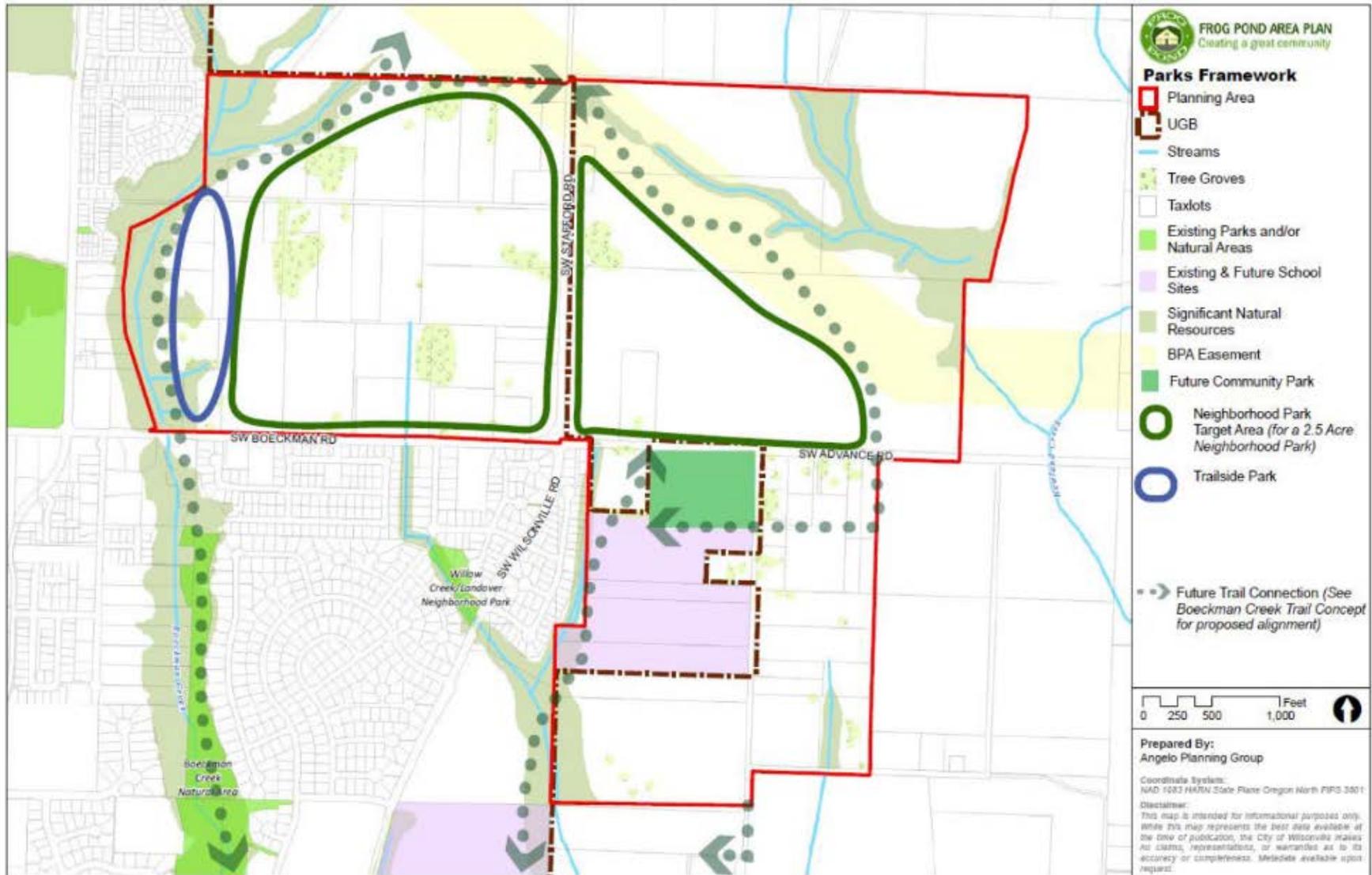




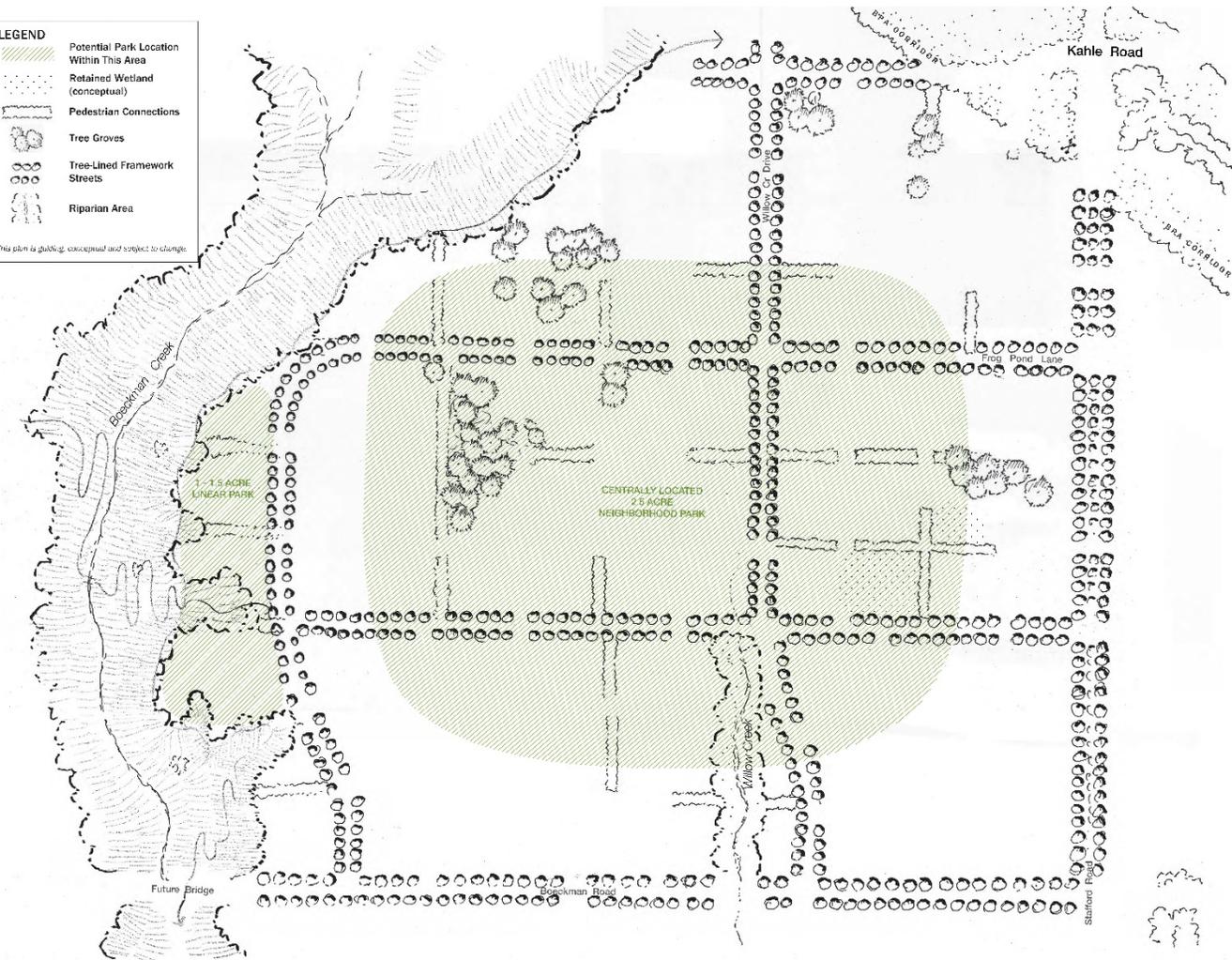
Figure 4. Frog Pond Area Plan Parks and Open Space Framework – Three-neighborhood Context



**LEGEND**

-  Potential Park Location Within This Area
-  Retained Wetland (conceptual)
-  Pedestrian Connections
-  Tree Groves
-  Tree-Lined Framework Streets
-  Riparian Area

This plan is guiding, conceptual and subject to change.



2.5 ac Neighborhood Park



Wetland or riparian area



Pedestrian connection



Incorporating existing trees into the neighborhood



Tree-lined framework streets

**PARKS AND OPEN SPACE FRAMEWORK**

FROG POND MASTER PLAN | JULY 5, 2016



# MEMORANDUM



9/6/2016

**To:** Wilsonville Planning Commission  
**Cc:** Project Team  
**From:** Joe Dills and Andrew Parish, Angelo Planning Group  
**Re:** Frog Pond Master Plan – Creekside Lot Standards

---

## INTRODUCTION AND PURPOSE

The purpose of this memorandum is to introduce the idea of applying special standards for lots that are adjacent to the Boeckman Creek SROZ area. Collectively, these are called the “Creekside Lot Standards.” Concepts for several code standards are described below, and Planning Commission feedback is requested. If the Planning Commission is supportive, the team will use these concepts to prepare draft code language.

The Boeckman Creek SROZ is a unique asset to the West Neighborhood. It provides a scenic backdrop, a large open space, the location of the Boeckman Trail, and a planned future trail crossing that will connect the Frog Pond neighborhoods to the Canyon Creek Road area on the west side of the Boeckman Creek corridor. The character and form of development – the orientation of lots, the design and location of open space tracts, the type of fencing, and landscape plantings – will all influence (1) how compatible (or incompatible) new development is with the resource area; and (2) how much physical and visual access the neighborhood and larger community has to the SROZ.

Accordingly, this memo introduces concepts whose purpose is to ensure that development is compatible with the adjacent SROZ, and that physical and visual access to the Boeckman Creek Trail and SROZ area is provided.

## STREET AND LOT ORIENTATION

The following concepts are recommended:

- a. The regulations should ensure that the SROZ is not “walled off” or privatized by development. Rather, the code’s objective is to ensure compatibility and to create physical and visual access for all neighborhood residents and visitors.
- b. Streets in the West Area shall terminate in, or run adjacent to, the Boeckman Creek trail and trailhead locations shown on the Street Demonstration Plan. It is particularly important for the east-west streets to follow this requirement, so there are clear visual corridors from the interior of the neighborhood to the Boeckman Creek SROZ area.
- c. Open space tracts and pedestrian connections that are provided with development shall be located and oriented to support the goals of compatibility and physical and visual access.
- d. Where possible, lots shall be oriented to minimize rear-yard orientation to the SROZ area.

# MEMORANDUM



## ENHANCED ELEVATIONS AND FENCES

- a. All elevations adjacent to the Boeckman Creek trail shall be enhanced with articulation and architectural detailing consistent with the Residential Design Standards of the Neighborhood Residential Zone.
- b. Fences facing onto the Boeckman Creek SROZ open space shall be comprised of wrought iron or other transparent materials acceptable to the City. Colors shall be black or a similar dark color.

## LANDSCAPING

No special standards are suggested for landscaping. The City's SROZ regulations, including the 25-foot "Impact Area" adjacent to SROZ require that native vegetation is used throughout the development, preservation of existing trees, and other "Habitat Friendly Development Practices" are utilized. See Table NR-2 in Section 4.139.03.05 of the Wilsonville Development Code.





**WEST  
NEIGHBORHOOD**

**EAST  
NEIGHBORHOOD**

**SOUTH  
NEIGHBORHOOD**

Frog Pond Lane

Stafford Road

BPA Corridor

Boeckman Road

Advance Road

Wilsonville Rd

60th Avenue

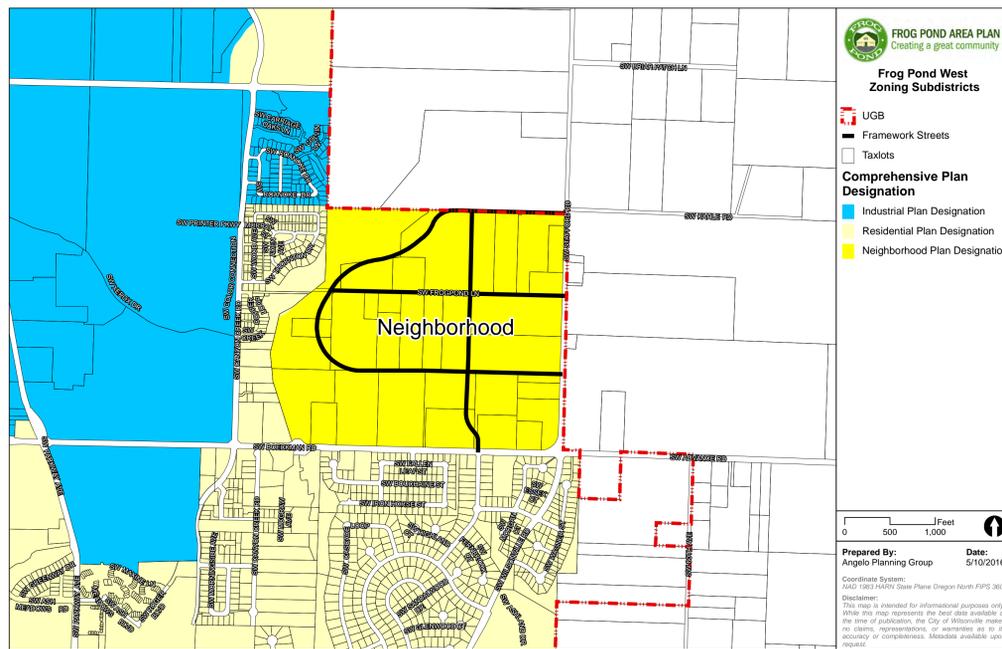
Future Park Site

Future School Site



# Comprehensive Plan and Zoning for the West Neighborhood

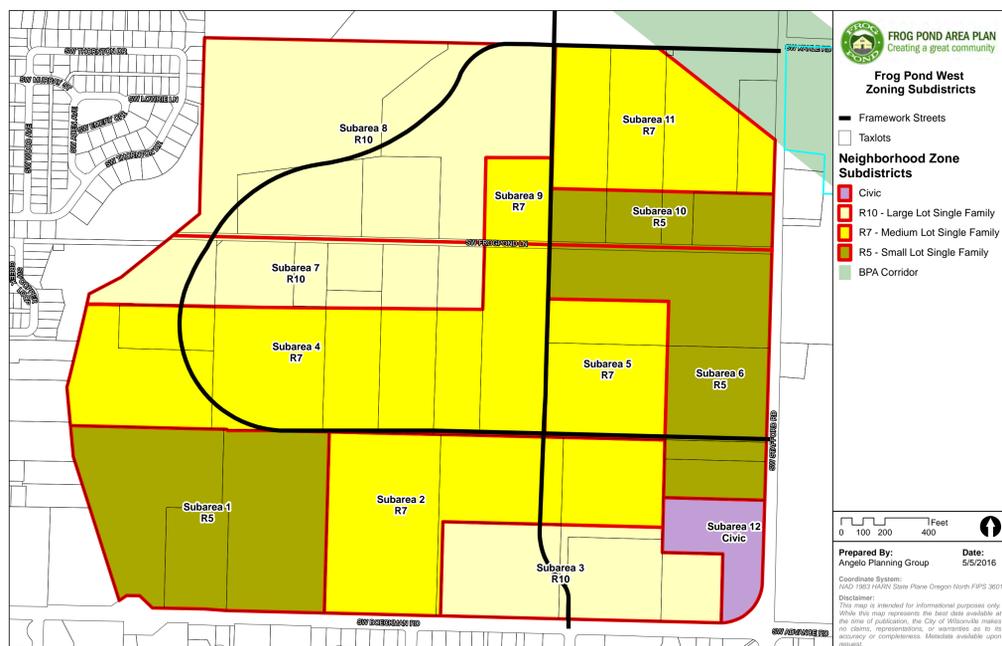
## Comprehensive Plan Designation



The Frog Pond Area Plan will be implemented by a new Comprehensive Plan designation and accompanying zone: "Neighborhood." This designation will cover the entire Frog Pond West neighborhood.

## The Residential Neighborhood Zone

The Neighborhood Zone consists of subdistricts for each land use category in the area plan. They have their own rules about lot sizes and both maximum and minimum allowed units upon development.



Area Plan Designation	Subdistrict	Minimum Lot Size (Square Feet)	Minimum Dwelling Units in Subdistrict	Maximum Dwelling Units in Subdistrict
R-10 Large Lot Single Family	3	8000	26	32
	7		24	30
	8		43	53
R-7 Medium Lot Single Family	2	6000	66	83
	4		96	120
	5		27	33
	9		10	13
	11		46	58
R-5 Small Lot Single Family	1	4000	68	85
	6		74	93
	10		30	38

The development code will include a table describing minimum lot size, minimum dwelling units, and maximum dwelling units for each subarea in the Residential Neighborhood zone. These numbers line up with the overall maximum unit count of the Frog Pond Area Plan. Maximum units are calculated based on:

- Buildout at the median lot size (e.g. 10,000 SF lots in the R-10 area)
- Presence of land in the Significant Resources Overlay Zone (SROZ)
- An assumed 80% of development on non-significant wetlands
- Set-asides for roads and stormwater

Minimum dwelling units is set at 80% of the maximum, in order to provide flexibility and ensure that land is used efficiently.

For parcels or areas that are a portion of a sub-district, the minimum and maximum number of residential units are established by determining the proportional gross acreage and applying that proportion to the minimums and maximums listed in the table.

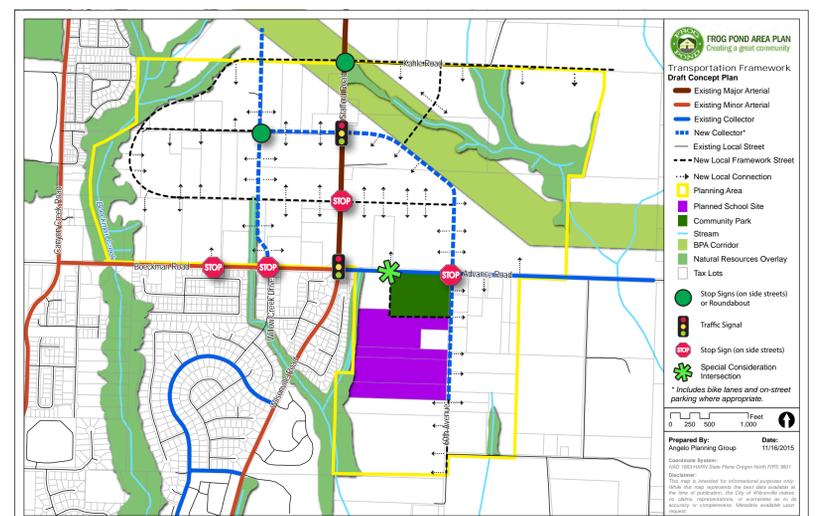
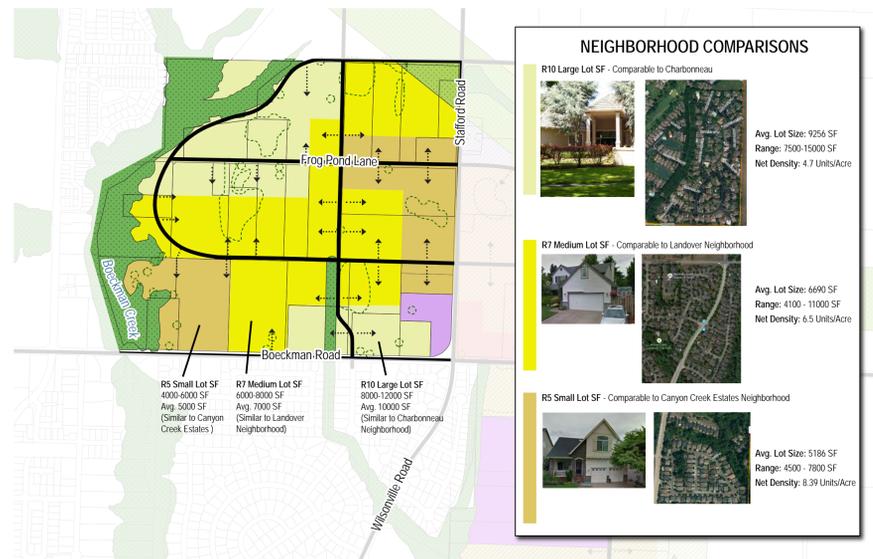
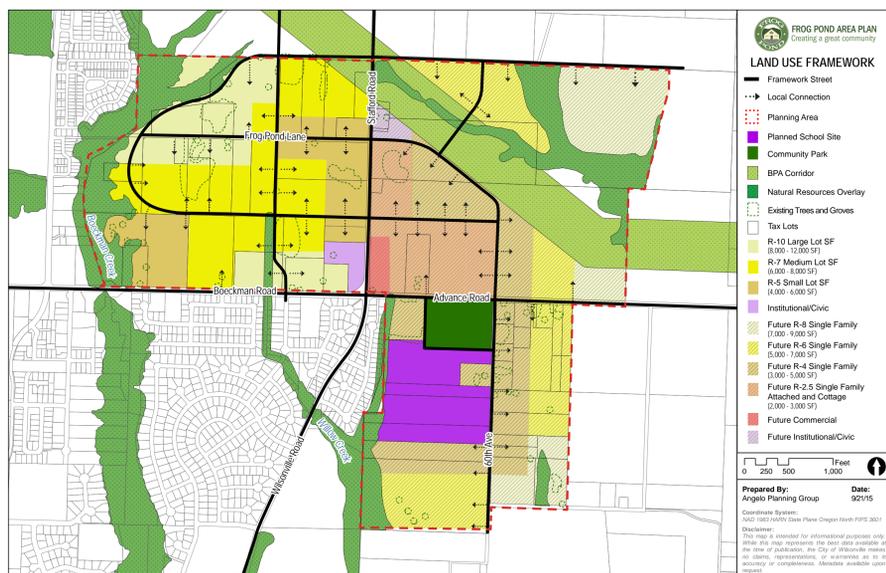
If the Civic Institutional Area redevelops, it will be evaluated at R-7 Medium Lot Single Family densities.



# Frog Pond Area Plan

## A VISION FOR FROG POND IN 2035

The Frog Pond Area in 2035 is a Wilsonville community with attractive and connected neighborhoods. The community's hallmarks are its walkable and active streets, variety of quality homes, and connected trails and open spaces. Frog Pond's excellent schools and parks are focal points of the community. Frog Pond is "just a short bike, walk, or bus trip" from all parts of Wilsonville – a highly valued part of the larger city.



**Community Design Framework**  
Demonstration Plan: Single Family Neighborhood



# What is a Master Plan?

The Frog Pond West Neighborhood Master Plan is Phase 2 of the Frog Pond Concept and Master Planning project. The project schedule is:

**Phase 1** – Frog Pond Area Plan: April, 2014 to November, 2015 (adopted by the Wilsonville City Council on November 16, 2015)

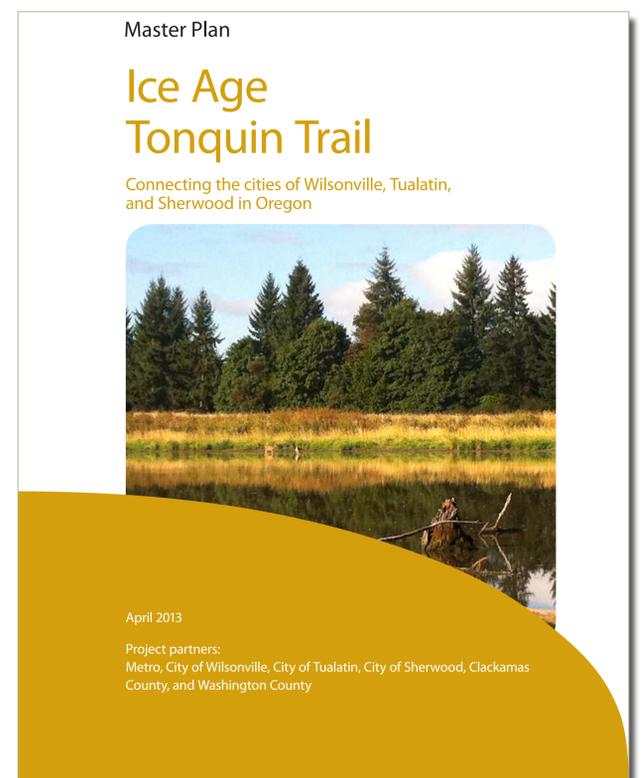
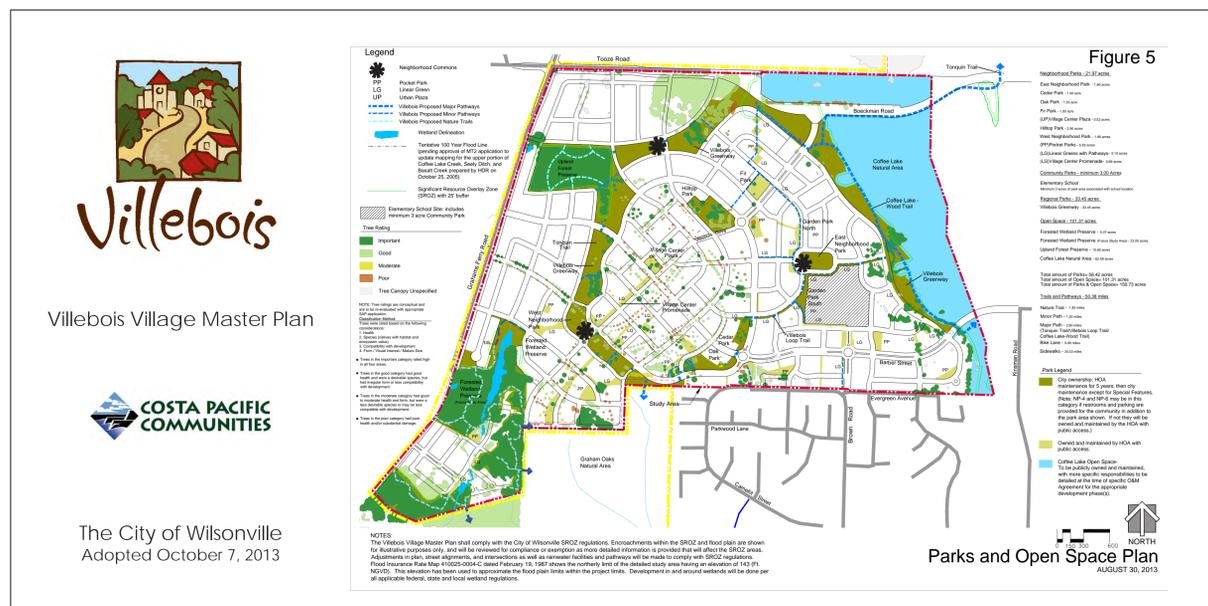
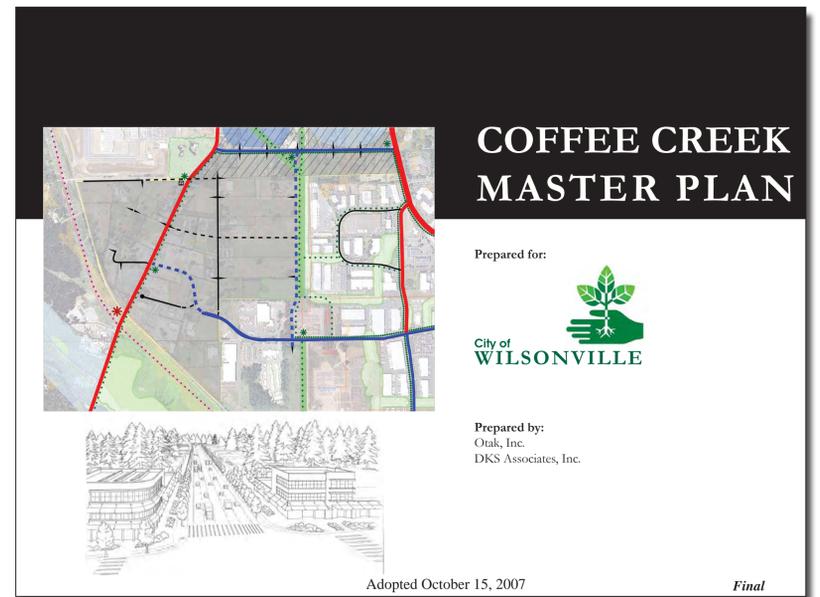
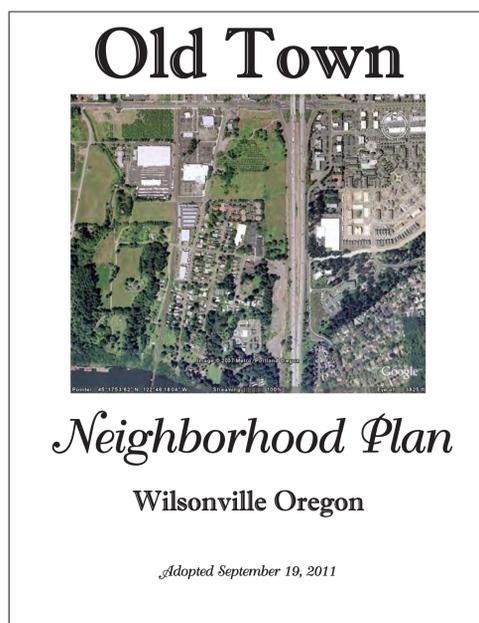
**Phase 2** – Frog Pond West Neighborhood Master Plan: February, 2016 to Fall, 2016 (expected adoption, subject to change)

The goal of the Master Plan is to implement the Area Plan for the Frog Pond West Neighborhood. The Master Plan will include:

- Detailed Zoning
- Comprehensive Plan Policies
- Development Standards
- Design Guidelines
- Street Plans and Cross-Sections
- Trail Plans and Cross-Sections
- Infrastructure Funding Strategy



## Examples of other master plans in Wilsonville:





# 10 Essentials of Neighborhood Design

**1** Each home is part of the larger neighborhood and community.



Gated communities cut a neighborhood off from its context and community.



Houses that orient to a central public gathering space can foster a sense of safety and community

**2** Front doors and walkways should face streets.



Houses where windows and doors are hidden from the street detract from the perceived safety of the neighborhood, because no one is aware of what happens in the street.



Doors and porches facing the street increase neighborhood safety and a sense of community.



Doors and porches facing the street increase neighborhood safety and a sense of community.



Doors and porches facing the street increase neighborhood safety and a sense of community.

**3** The front yard and porch or stoop are “semi-public” space.



Porches of unusable size or shape do not provide an adequate relationship to the street.



Porches and yards that blend with the streetscape invite play and relaxation, helping to create a sense of community.



Porches and yards that blend with the streetscape invite play and relaxation, helping to create a sense of community.



Porches and yards that blend with the streetscape invite play and relaxation, helping to create a sense of community.

**4** Parking and driveways should not dominate.



Large driveway areas disconnect houses from the street and create an unattractive frontage.



Garages that are accessed from the side of a house can reduce the visual impact of the driveway.



Garages that are accessed from the side of a house can reduce the visual impact of the driveway.

**5** Garages should not dominate.



Garages that dominate the street feel unfriendly



Recessed garages help to create a more attractive neighborhood street



Well-designed garage doors help to create a more attractive neighborhood street



# 10 Essentials of Neighborhood Design

**6** Details are important.



**7** Variety is the spice of good design.



Homogenous homes, without adequate detailing and landscaping, detract from the attractiveness of the neighborhood.



High quality construction, detailing, and diverse architectural styles make a neighborhood attractive.



**8** Green is great.



**9** Design guidelines should be tailored to each zone.



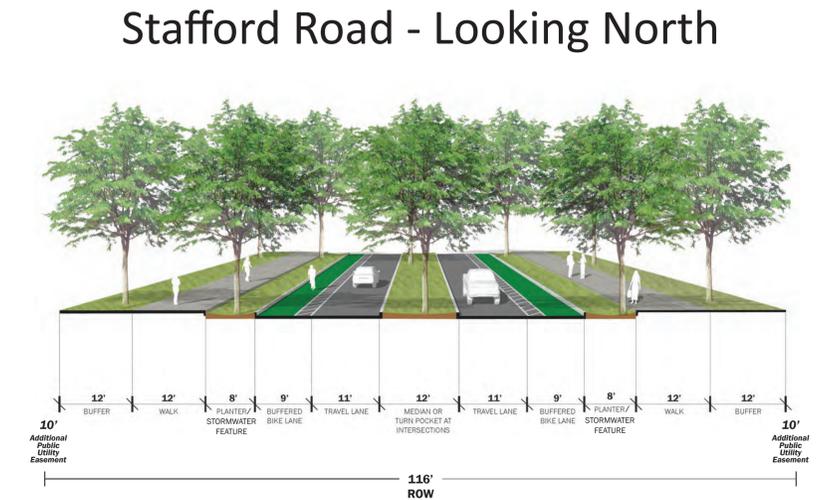
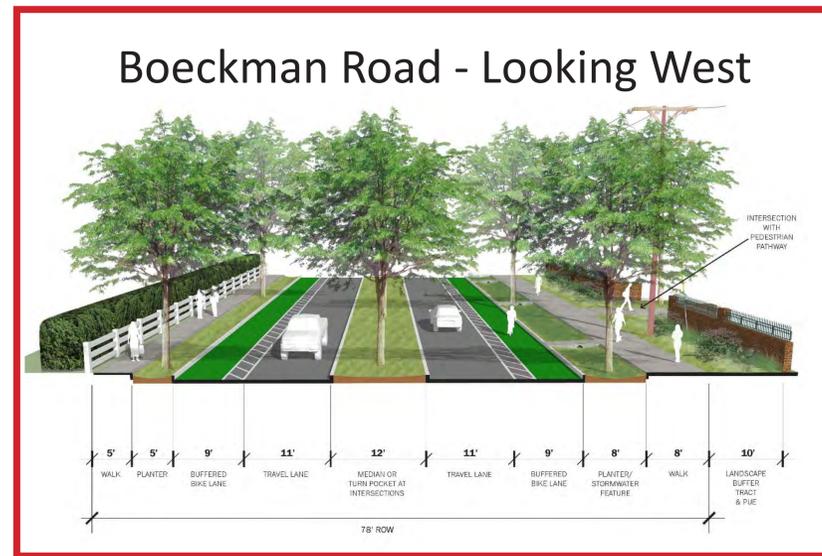
**10** Adopt the fewest number of rules needed to get the job done.



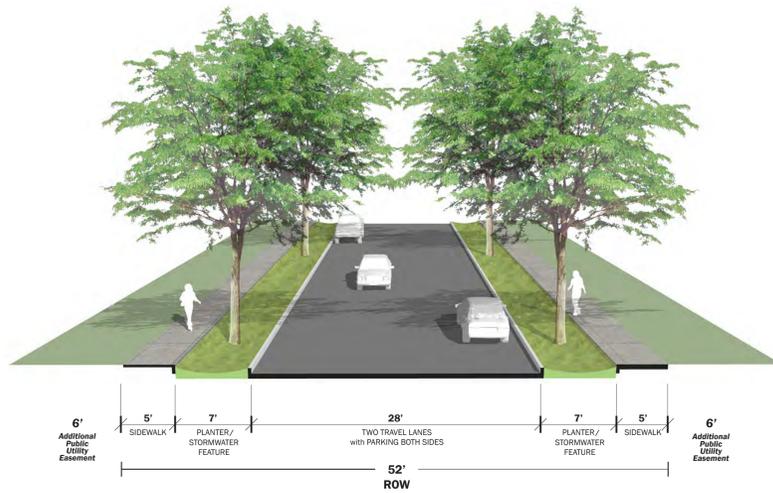
# Street Cross Sections

A unified set of cross-sections tailored specifically for Frog Pond West will improve the functionality of the neighborhood while creating a unique sense of place. Streets in Frog Pond West will be required to be built to the widths shown in these cross-sections, with flexibility provided to the City Engineer and Community Development Director to approve adjustments. The street cross-sections provide for a high level of storm water and water quality management within the street right-of-ways, incorporated as low impact development tools and amenities along the street. The treatment of stormwater in the right of way could result in the need for fewer conventional stormwater detention ponds.

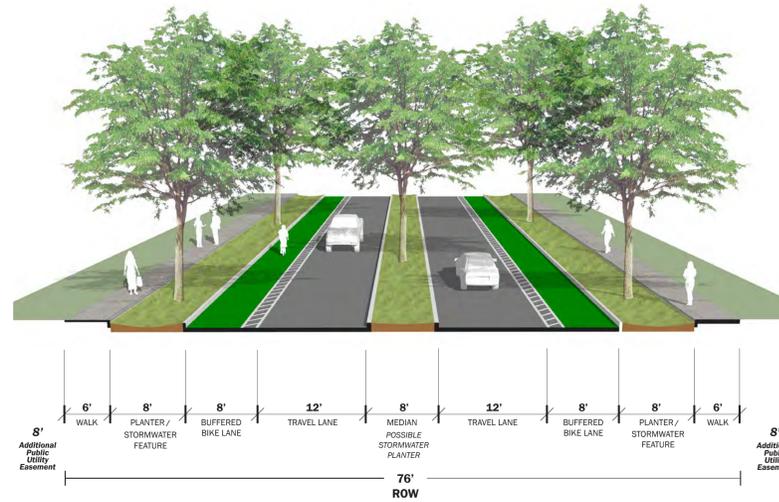
Updated



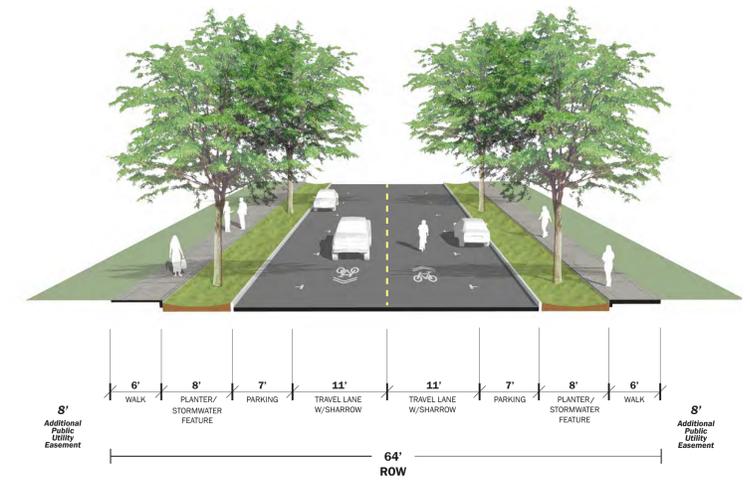
Low Impact Development Local Street



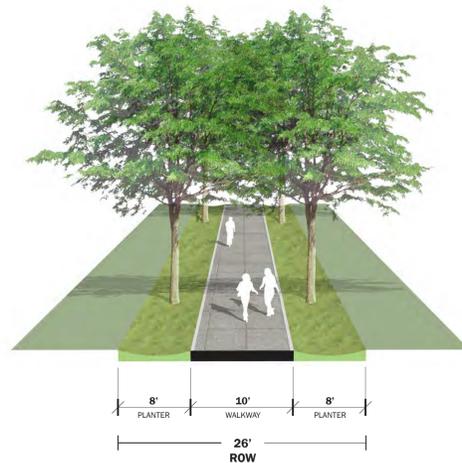
Collector - Gateway



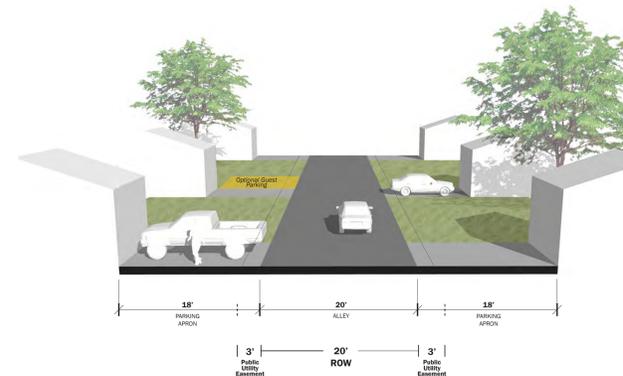
Collector - Internal



Typical Pedestrian Connection



Typical Alley

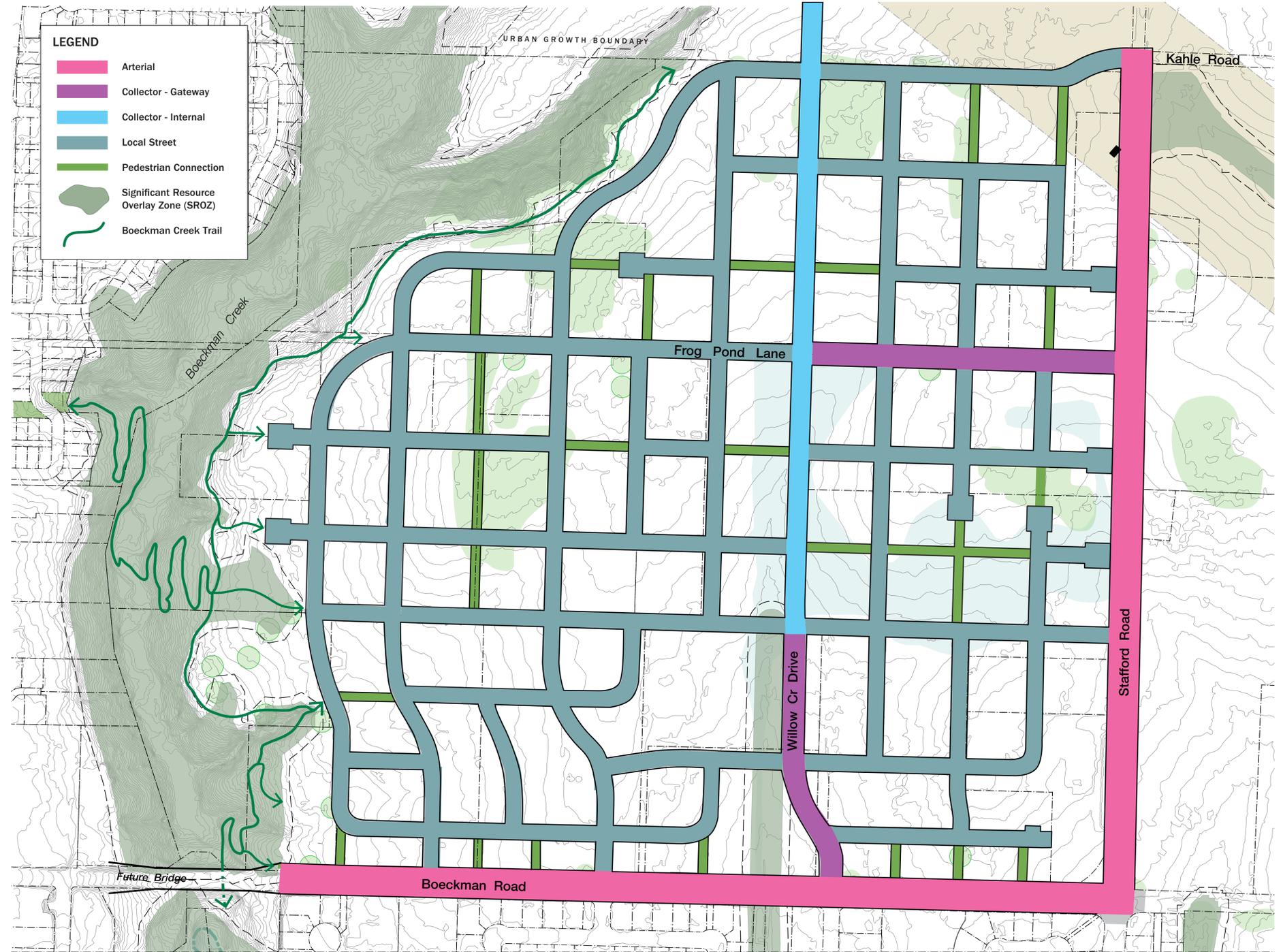




# Street Types

Updated to match Current Street Demonstration Plan

Each street on the Street Demonstration Plan has been classified according to the typology illustrated in the Street Cross-Sections. While the actual street network may vary in its layout, the typology is intended to remain the same.



## STREET TYPES

FROG POND MASTER PLAN | September 14 2016





**Boeckman Trail**



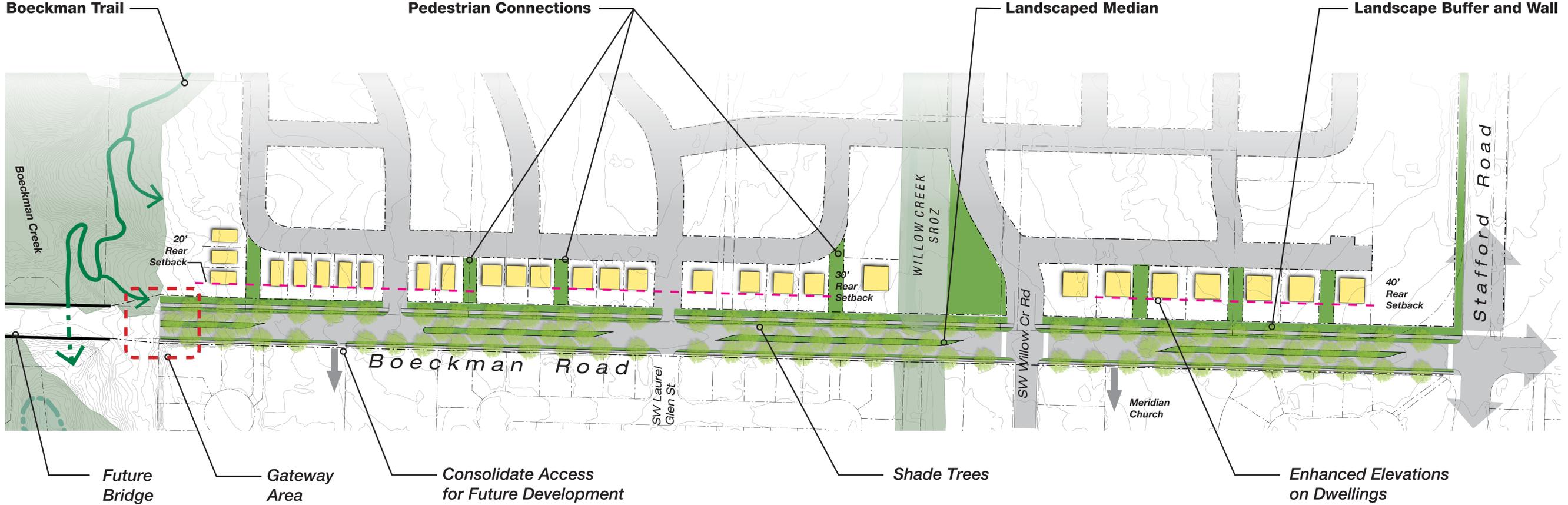
**Pedestrian Connections**



**Landscaped Median**



**Landscape Buffer and Wall**



Creating a great community

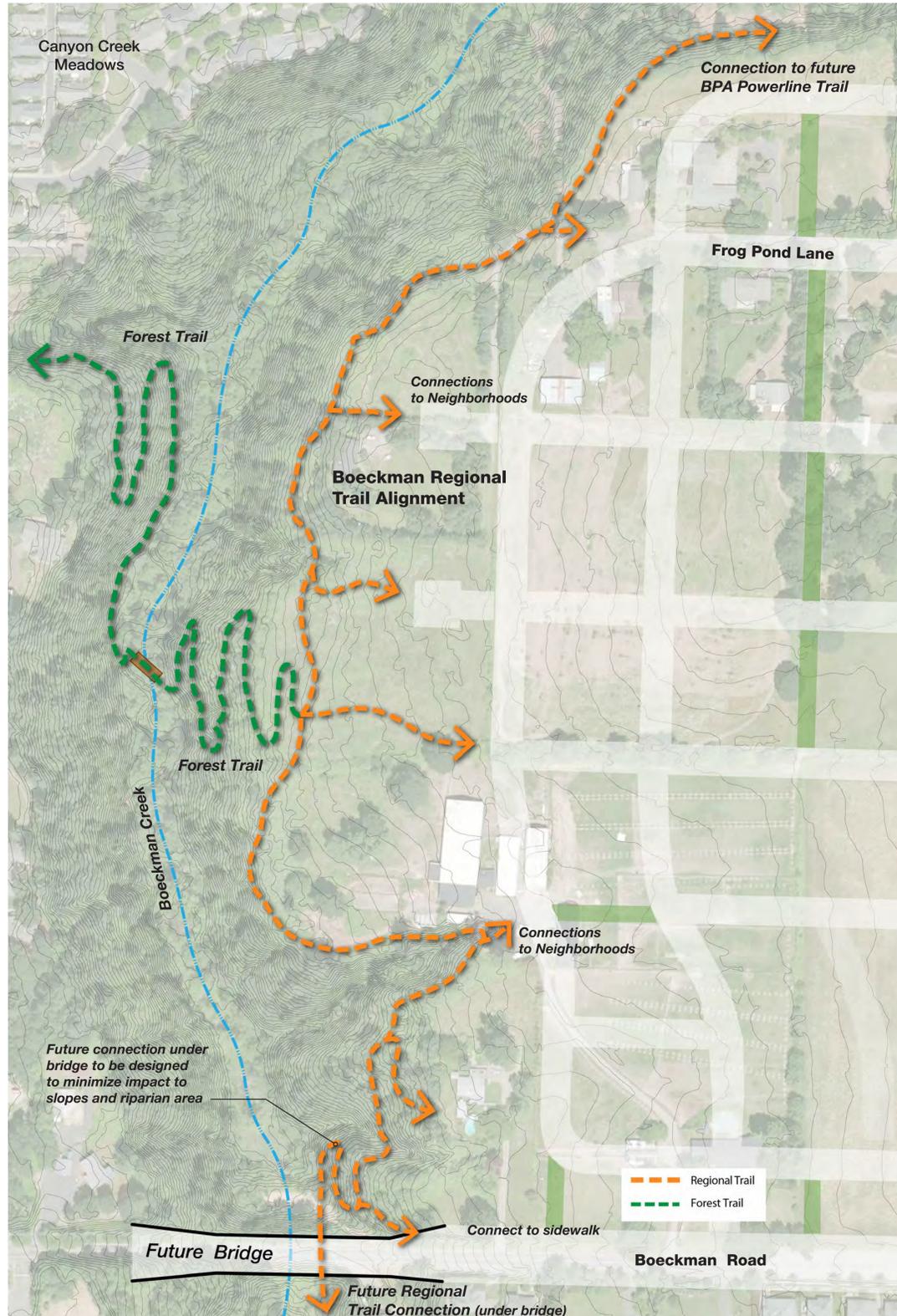
# BOECKMAN ROAD PLAN

FROG POND MASTER PLAN | SEPTEMBER, 2016



# Boeckman Creek Trail: Conceptual Alignment

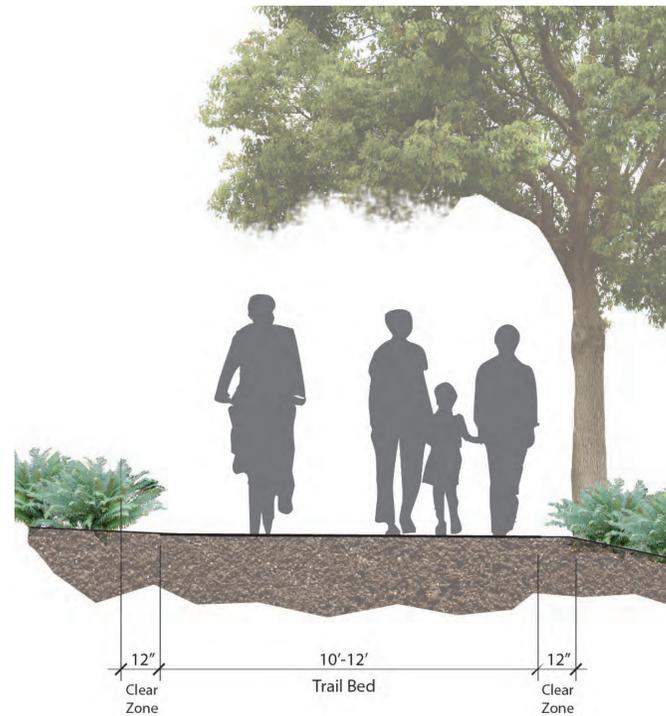
Updated to match Current Street Demonstration Plan



Forest Trail Cross-Section



Forest Trail



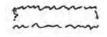
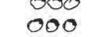
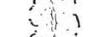
Regional Trail Cross-Section



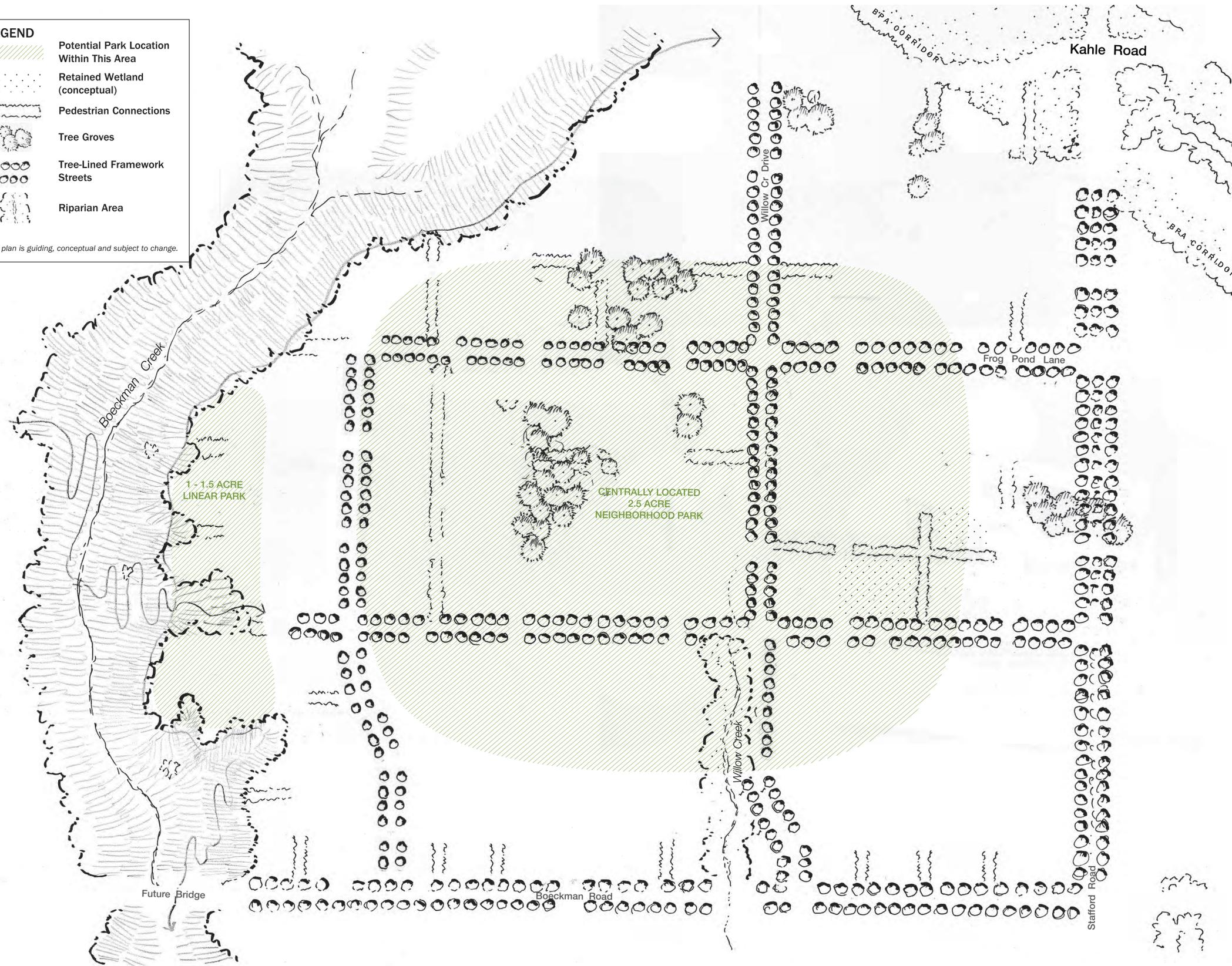
Regional Trail



**LEGEND**

-  Potential Park Location Within This Area
-  Retained Wetland (conceptual)
-  Pedestrian Connections
-  Tree Groves
-  Tree-Lined Framework Streets
-  Riparian Area

This plan is guiding, conceptual and subject to change.



2.5 ac Neighborhood Park



Wetland or riparian area



Pedestrian connection



Incorporating existing trees into the neighborhood



Tree-lined framework streets

# PARKS AND OPEN SPACE FRAMEWORK

FROG POND MASTER PLAN | SEPTEMBER 14, 2016



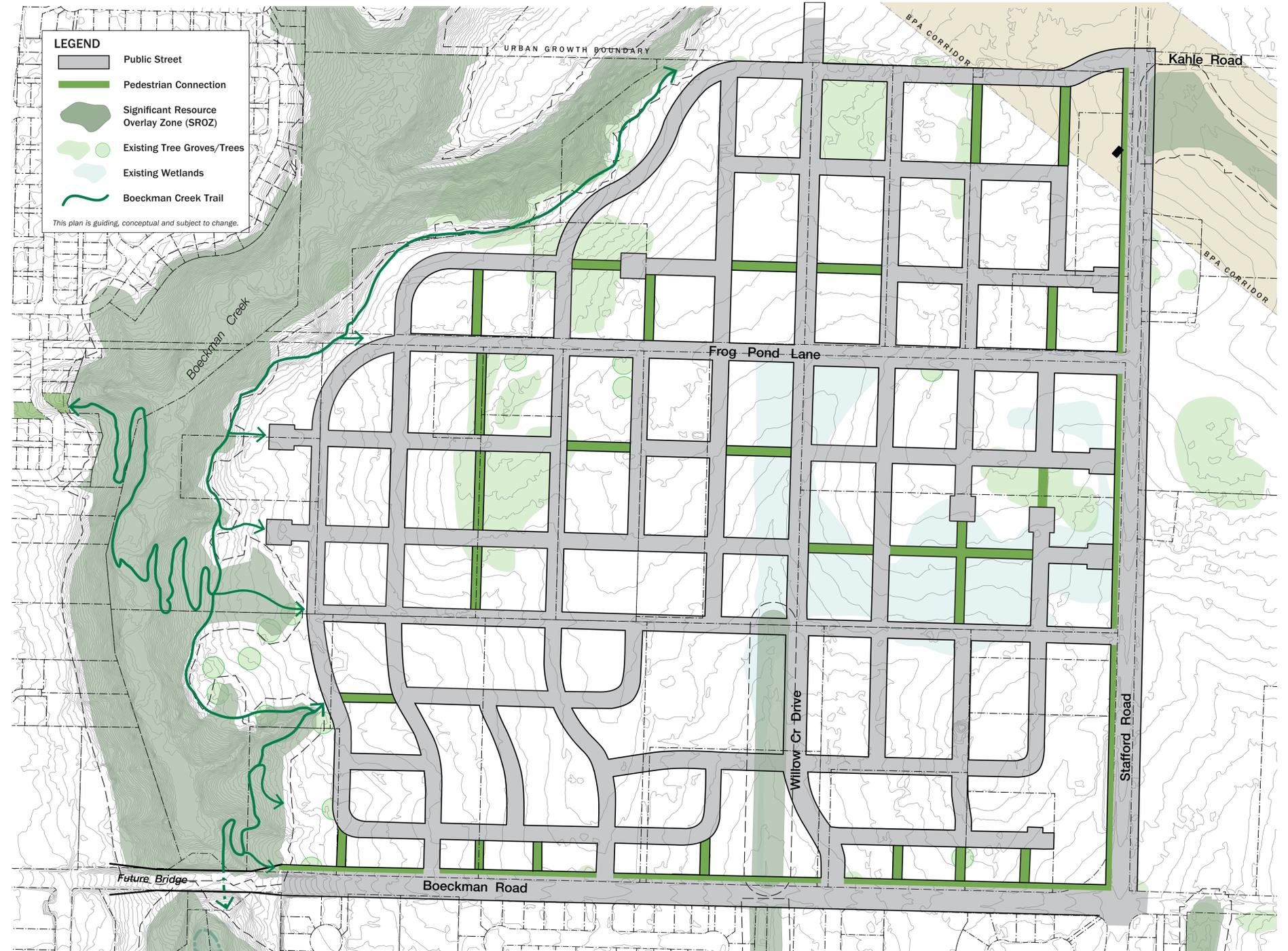


# Street Demonstration Plan

The Street Demonstration Plan is a detailed look at the desired level of connectivity and overall street pattern for the Frog Pond neighborhood. It implements the “Framework Streets” developed in the Frog Pond Area Plan and shows a conceptual layout of local streets, alleyways, pedestrian and bicycle connections, and trails.

The street layout and block pattern in this diagram is illustrative; it shows one way of achieving the transportation and connectivity goals of the plan. **It is intended to be guiding rather than binding**, and used as a “consistency” standard during development review.

This demonstration plan has been updated since the May 2016 open house to reflect conversations with property owners, Planning Commission, and City Council.



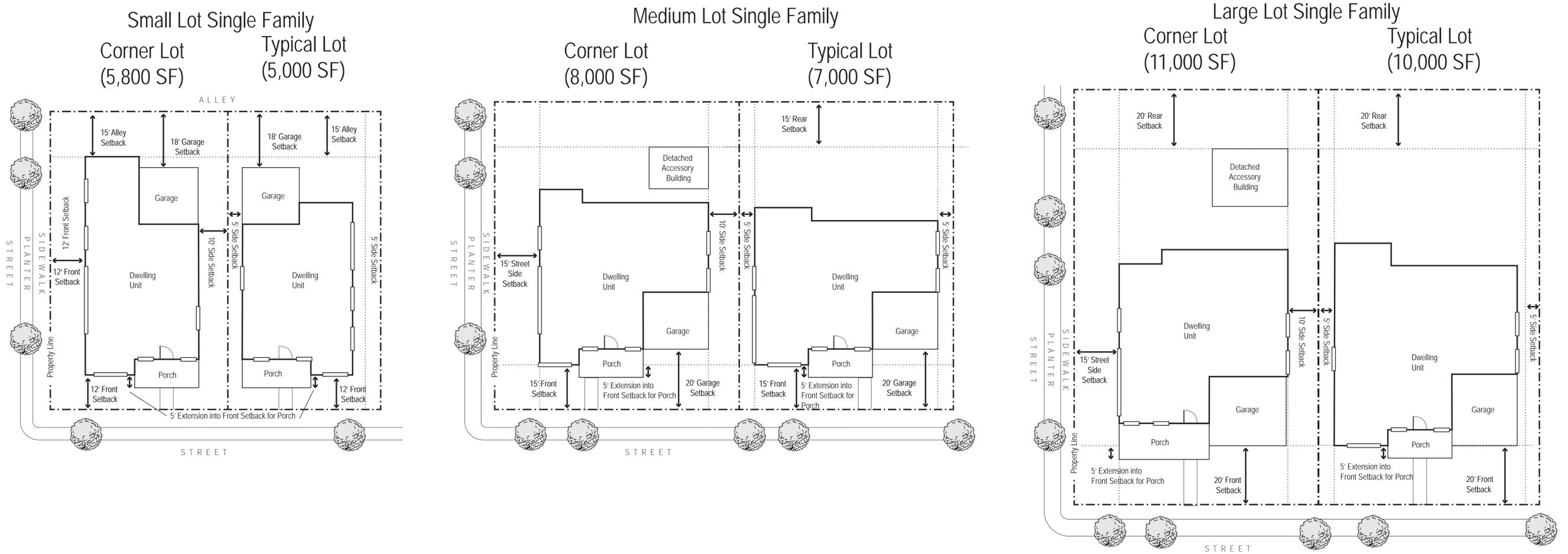
## STREET DEMONSTRATION PLAN

FROG POND MASTER PLAN | June 29 2016





# Draft Lot Development Standards



Draft Table from Development Code

Neighborhood Zone Sub-District	Min. Lot Size (sq.ft.)	Min. Lot Depth (ft.)	Max. Lot Coverage (%)	Min. Lot Width G, H, J (ft.)	Max. Bldg. Height F (ft.)	Setbacks <sup>H</sup>				
						Front Min. (ft.)	Rear Min. (ft.)	Side Min. (note)	Garage Min Setback from Alley (ft.)	Garage Min Setback from Street* (ft.)
<b>R-10 Large Lot Single Family</b>	8000 <sup>A</sup>	60'	40% <sup>B</sup>	40	35	20 <sup>C</sup>	20	I	18 <sup>D</sup>	20
<b>R-7 Medium Lot Single Family</b>	6000 <sup>A</sup>	60'	45% <sup>B</sup>	35	35	15 <sup>C</sup>	15	I	18 <sup>D</sup>	20
<b>R-5 Small Lot Single Family</b>	4000 <sup>A</sup>	60'	60% <sup>B</sup>	35	35	12 <sup>C</sup>	15	I	18 <sup>D</sup>	20

- Notes: A May be reduced to 80% of minimum lot size where necessary to preserve natural resources (e.g. trees, wetlands) and/or provide active open space. Cluster housing may be reduced to 80% of minimum lot size.
- B On lots where detached accessory buildings are built, maximum lot coverage may be increased by 10%.
- C Front porches may extend 5 feet into the front setback.
- D The garage setback from alley shall be minimum of 18 feet to a garage door facing the alley in order to provide a parking apron. Otherwise, the rear or side setback requirements apply.
- F Vertical encroachments are allowed up to ten additional feet, for up to 10% of the building footprint; vertical encroachments shall not be habitable space.
- G May be reduced to 24' when the lot fronts a cul-de-sac. No street frontage is required when the lot fronts on an approved, platted private drive or a public pedestrian access in a cluster housing development.
- H Front Setback is measured as the offset of the front lot line or a vehicular or pedestrian access easement line. On lots with alleys, Rear Setback shall be measured from the rear lot line abutting the alley.
- I On lots greater than 10,000 SF with frontage 70 ft. or wider, the minimum combined side yard setbacks shall total 20 ft. with a minimum of 10 ft. On other lots, minimum side setback shall be 5 ft. On a corner lot, minimum side setbacks are 10 feet.
- J For cluster housing with lots arranged on a courtyard, frontage shall be measured at the front door face of the building adjacent to a public right of way or a public pedestrian access easement linking the courtyard with the Public Way.
- K Duplexes with front-loaded garages are limited to one shared standard-sized driveway/apron.



# Boeckman Road Concepts

Cross-Section of Boeckman Road, looking West

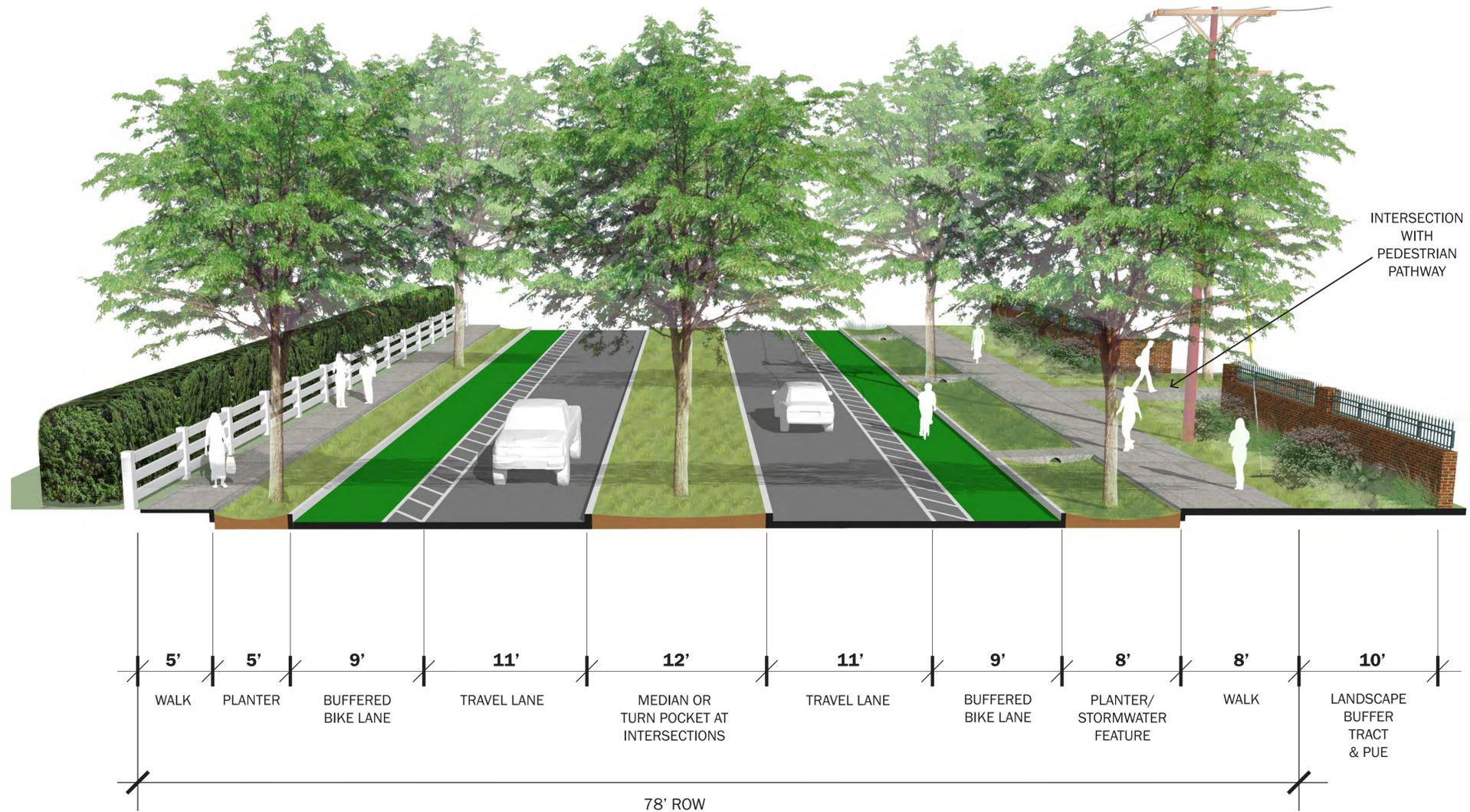


Illustration of Boeckman Edge by West Hills Development/OTAK



West Hills Development



8-10-2016



# Parks & Open Space

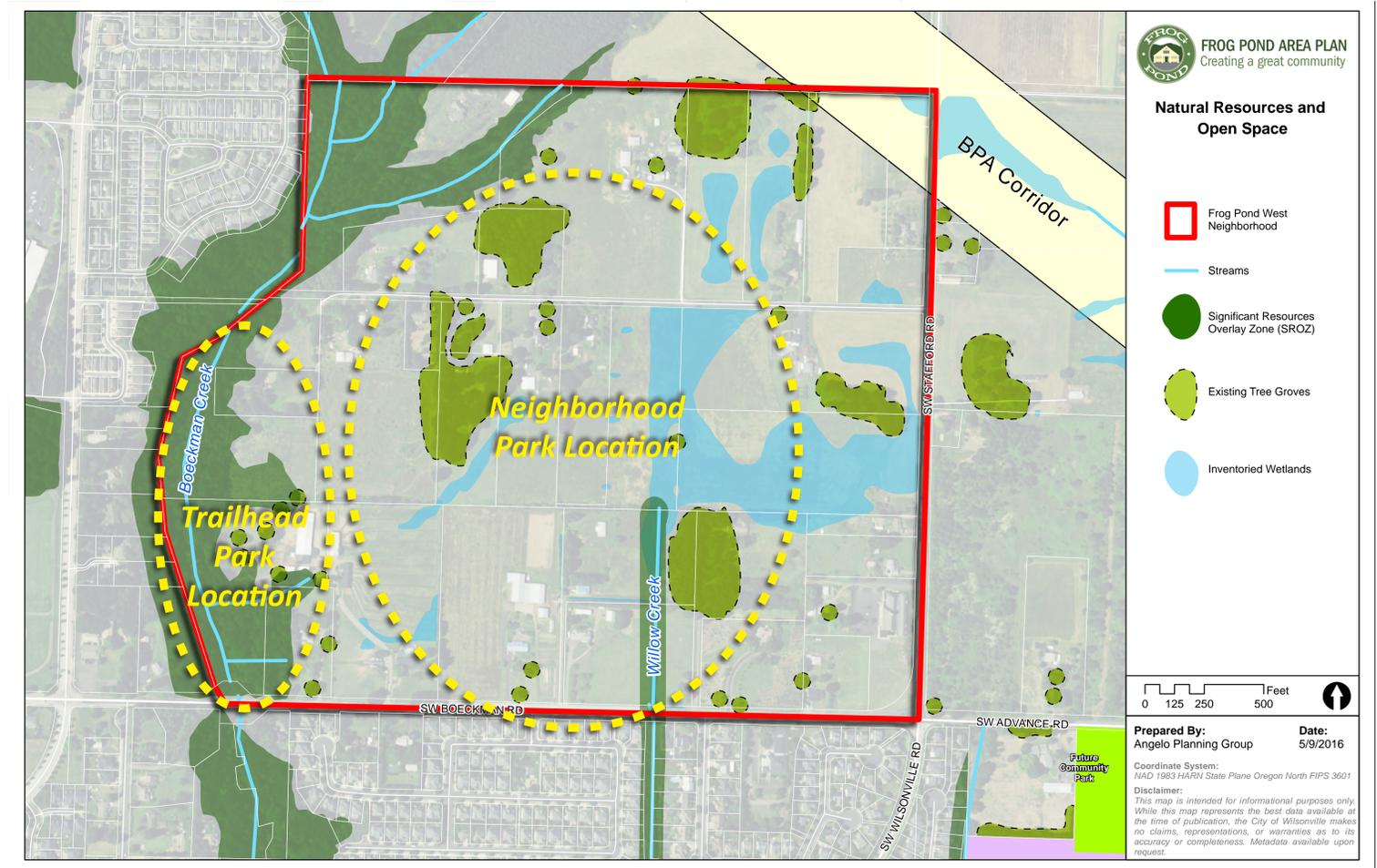
As envisioned in the Frog Pond Area Plan, open space in the 173-acre West Neighborhood is comprised of the following types of land:

- Significant Resources Overlay Zone (SROZ) along Boeckman Creek: 24.4 Acres
- SROZ along Willow Creek: 2.1 Acres
- BPA Corridor: 2.5 Acres
- Parks: 4 Acres, one 2.5-acre neighborhood park and one 1.5-acre trailhead park
- Wetlands: 3.4 acres (roughly 20% ) is assumed to be undevelopable
- Pedestrian greenways that will result from implementation of the Street Demonstration Plan (currently illustrated at roughly 2 acres).

The above totals 38 Acres, or 22% of the total area of the neighborhood, and could be up to 46 acres or 27% if existing tree groves are preserved and included in the calculation. Additional open space elements that are difficult to quantify at this stage of planning include:

- The extent of the protection of existing tree groves.
- The tree-lined streets and public realm of Frog Pond West that provide active transportation routes.
- Development designs with voluntary platted open-space tracts and large lots around existing or new homes.

In addition, the existing Wilsonville land use review process would provide authority for the City to require a greater or lesser amount of open space in any sub district if the Development Review Board finds that it is necessary to support a specific proposal or achieve the purposes of the Frog Pond Master Plan or Neighborhood District.



## Trailhead Park Examples



Jackie Husen Park, bordering Cedar Mill Creek in Washington County.



Little Sugar Creek Greenway Park in Charlotte, NC.

## Neighborhood Park Examples



Kids' fountain in park plaza



Neighborhood Center Plaza



Neighborhood Park



Park events



Trails



Civic space and mature trees in neighborhood park



Park integrated with powerline easement



# Illustrative Open Space Options

## Option 1

- The team recommendation is to **require 10% open space in Small Lot single family sub-districts** in the form of active greens, courtyards, community gardens, tot lots, public pedestrian ways, tracts with preserved trees and wetlands, and similar spaces.
- This option is expected to result in roughly 2 acres of **additional** parks/open space (roughly 1% of the neighborhood’s land area), in addition to the 38-46 acres listed on the “Parks and Open Space” board.
- Assuming all open space facilities/tracts were built at the minimum size (4,000 SF), there would be 21 of these small spaces within the Small Lot sub-districts.

(The number of tracts noted above and illustrated below is a hypothetical possibility – developers would likely seek to consolidate some or all of the open space requirement.)

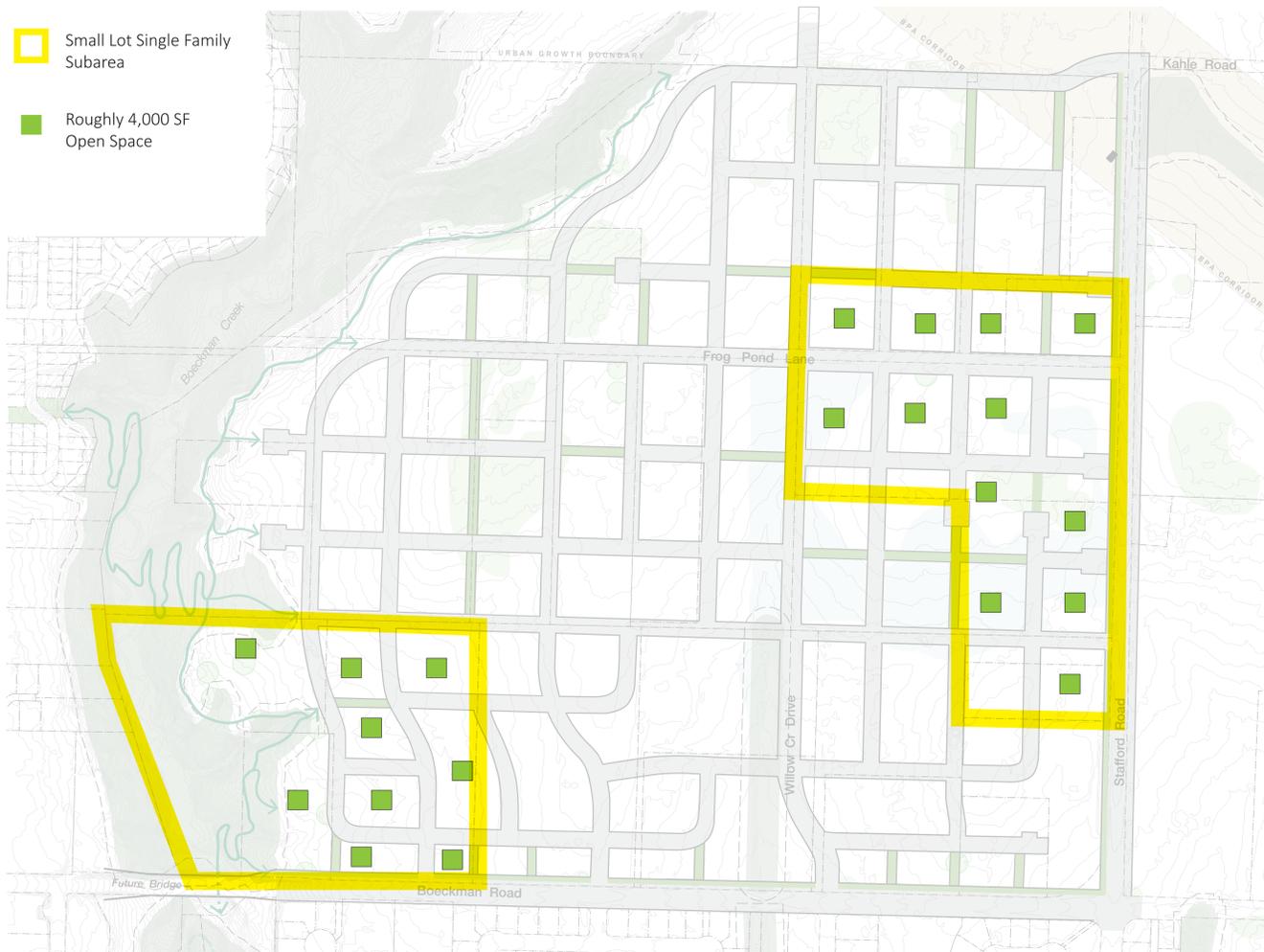
Pros	Cons
<ul style="list-style-type: none"> <li>• Will add variety and livability to the built form in Small Lot sub-districts, where density is highest</li> <li>• Useful as a tool to preserve trees and wetlands in areas of smaller lots</li> <li>• Will provide active play spaces close to homes that have smaller yards</li> </ul>	<ul style="list-style-type: none"> <li>• Requirement would not apply to all properties in the area</li> <li>• Concern that open space provision may lag behind residential development in parts of the neighborhood</li> </ul>

## Option 2

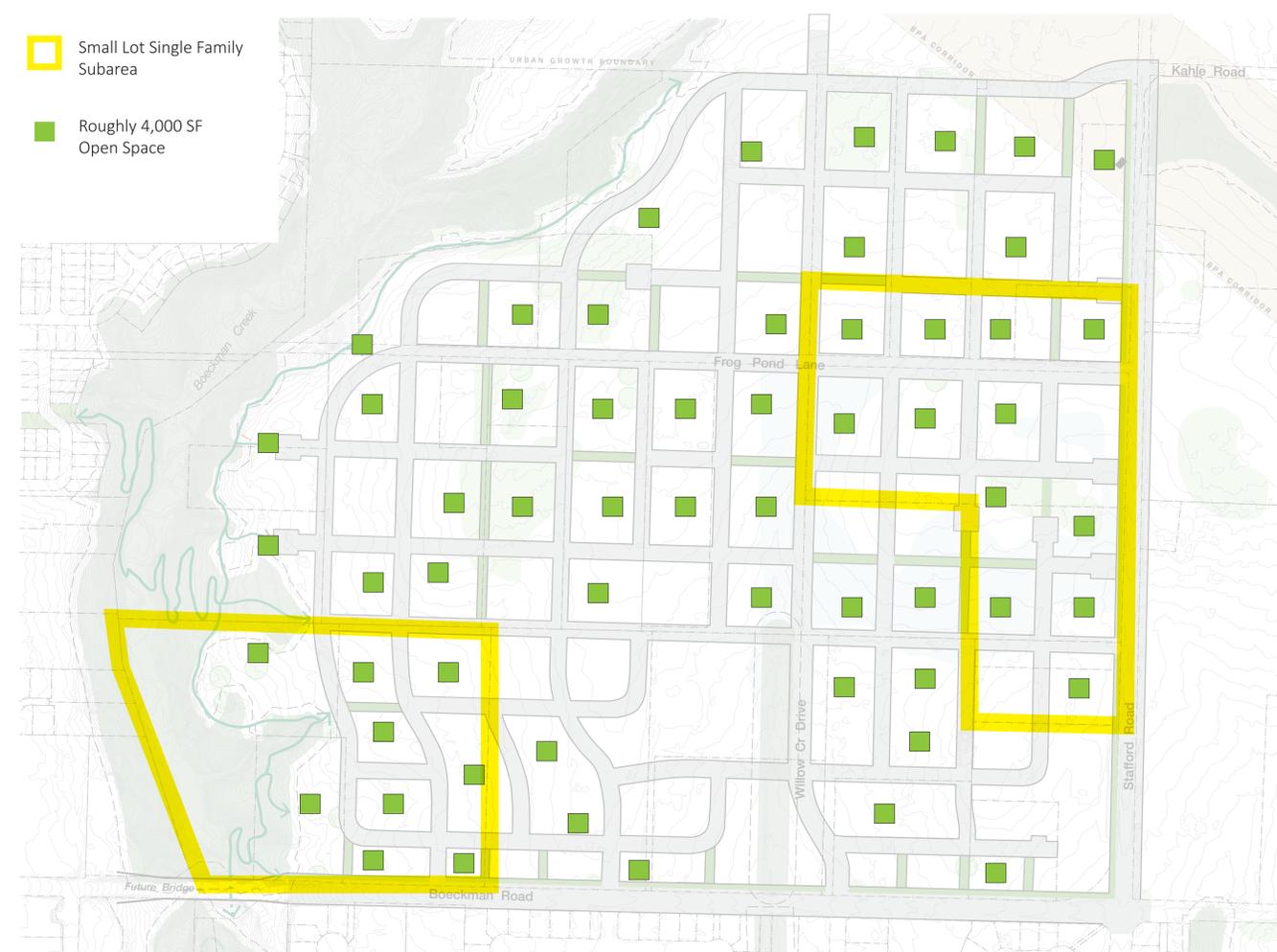
- An alternative option is to **require 10% open space for all development** in the Frog Pond West neighborhood.
- This option is expected to result in roughly 5.5 acres of parks/open space (roughly 3% of the neighborhood’s land area), in addition to the 38-46 acres listed on the “Parks and Open Space” board. This would total
- Assuming all open space facilities/tracts were built at the minimum size (4,000 SF), there would be 59 of these small spaces in the neighborhood

(The number of tracts noted above and illustrated below is a hypothetical possibility – developers would likely seek to consolidate some or all of the open space requirement.)

Pros	Cons
<ul style="list-style-type: none"> <li>• Straightforward requirement applying equally to all developments in the neighborhood</li> <li>• Likely to result in a more “even” distribution of public open spaces throughout the neighborhood</li> <li>• More open space provided prior to full buildout of the plan</li> </ul>	<ul style="list-style-type: none"> <li>• Active play spaces are likely less used where homes have larger individual yards</li> <li>• Additional open spaces may not be well-coordinated with one another or with planned neighborhood parks.</li> <li>• Could push developers toward the smaller end of the lot size range in all sub-districts</li> <li>• Very high cumulative maintenance requirements</li> </ul>



**Option 1: ~21 Open Spaces**



**Option 2: ~59 Open Spaces**



# Street Tree Plan

The concept for street trees in the Frog Pond West Neighborhood is shown in the attached "Street Tree Plan." The City's street tree list (Section 4.176 Landscaping, Screening and Buffering) has been used as a starting point, however the team has considered a more 'contemporary' list of trees for the recommendations, removing some species from the list that do not meet current practice or are known to be invasive or prone to disease or breakage.

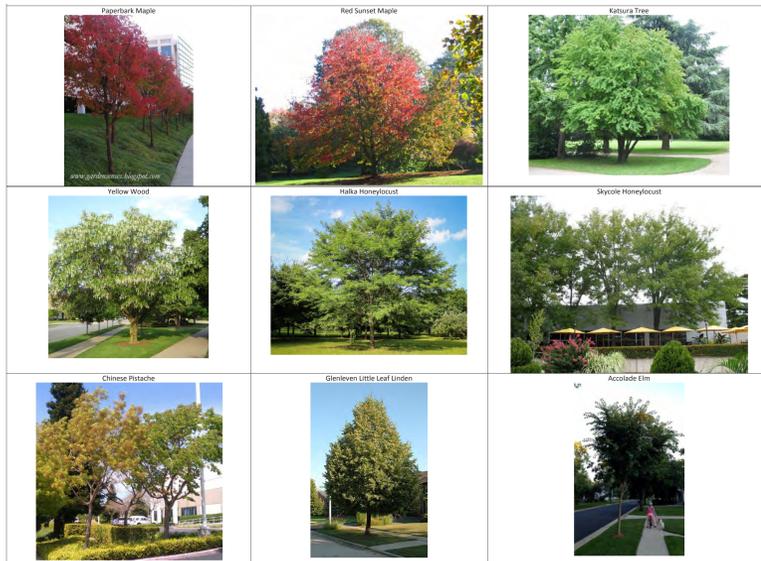
The Street Tree Plan encompasses several related concepts, including:

- **Primary Streets** in the new neighborhood should provide clear identity to the community, and serve as a clear wayfinding structure, with street tree continuity serving as a useful tool.
- **Neighborhood Streets** should strive for variety, as required in the Wilsonville code. A single subdivision or development's streets should not be planted with a single tree. For example, east-west streets would have one tree from the recommended list and north-south streets would need to have another. An even finer-grain of species distribution is recommended if possible, at the city's discretion.
- **Pedestrian Connections** would feature a columnar species, reflecting the narrow space in these connections and ensuring that there are views through the length of them, helping with safety and wayfinding.

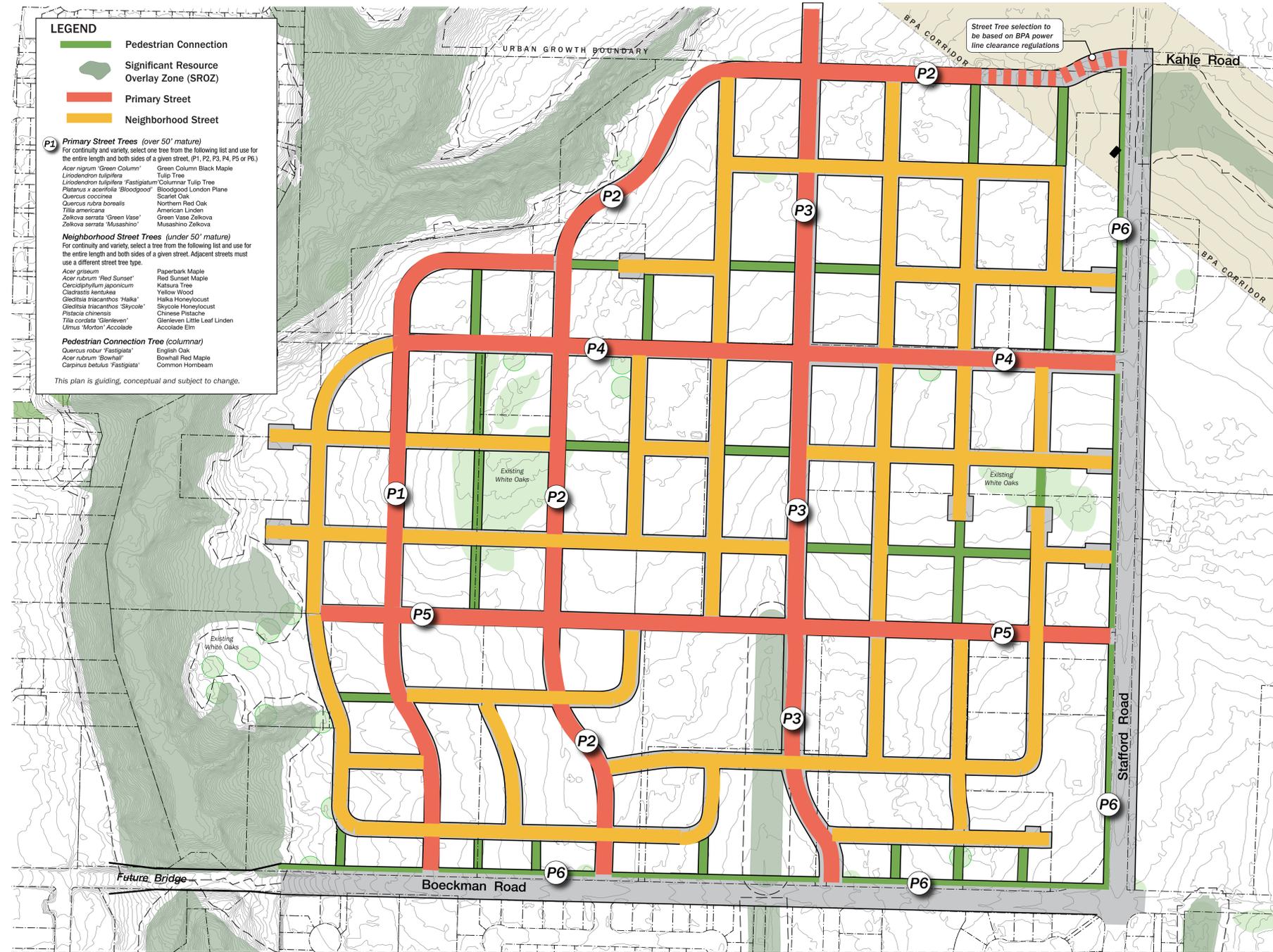
## Primary Street Trees



## Neighborhood Street Trees



## Pedestrian Connection Trees



### STREET TREE PLAN

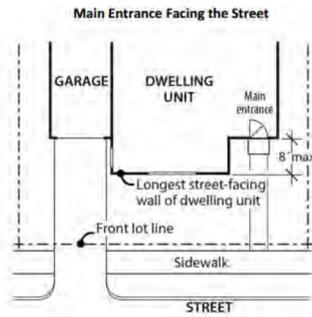
FROG POND MASTER PLAN | June 29 2016





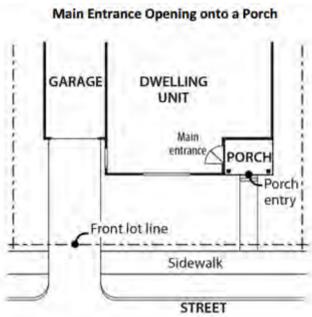
# Residential Design Standards

## Main Entrances



### PURPOSE

- Support a physical and visual connection between the living area of the residence and the street;
- Enhance public safety for residents and visitors and provide opportunities for community interaction;
- Ensure that the pedestrian entrance is visible or clearly identifiable from the street by its orientation or articulation; and
- Ensure a connection to the public realm for development on lots fronting both private and public streets by making the pedestrian entrance visible or clearly identifiable from the public street.



At least one main entrance for each structure must:

- Be within 8 feet of the longest street-facing front wall of the dwelling unit; and
- Either (a) Face the street or (b) be at an angle of up to 45 degrees from the street, or (c) open onto a porch. The porch must be at least 6 feet deep, have at least one entrance facing the street, and be covered with a roof or trellis.

## Garage Standards

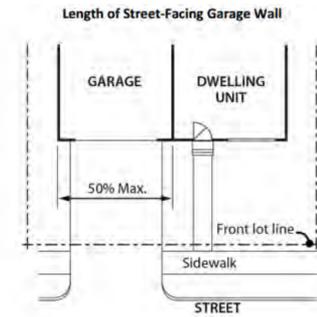
### PURPOSE

- Ensure that there is a physical and visual connection between the living area of the residence and the street;
- Ensure that the location and amount of the living area of the residence, as seen from the street, is more prominent than the garage;
- Prevent garages from obscuring the main entrance from the street
- Provide for a more pleasant pedestrian environment
- Enhance public safety by preventing garages from blocking views of the street from inside the residence.

### GARAGE REGULATIONS

- The length of the garage wall facing the street may be up to 50 percent of the length of the street-facing building façade. For duplexes, this standard applies to the total length of the street-facing facades. For all other lots and structures, the standards apply to the street-facing façade of each unit. For corner lots, this standard applies to only one street side of the lot.

- Where dwelling abuts a rear or side alley, or a shared driveway, the garage shall orient to the alley or shared drive.
- Where three or more contiguous garage parking bays are proposed facing the same street, the garage opening closest to a side property line shall be recessed at least two feet behind the adjacent opening(s) to break up the street facing elevation and diminish the appearance of the garage from the street. Side-loaded garages, i.e., where the garage openings are turned away from the street, are exempt from this requirement.
- A garage entry that faces a street may be no closer to the street than the longest street facing wall of the dwelling unit. There must be at least 20 feet between the garage door and the sidewalk. This standard does not apply to garage entries that do not face the street.



Garages that dominate the street feel unfriendly



Recessed garages help to create a more attractive neighborhood street

## Creekside Lots

### STREET AND LOT ORIENTATION

- The regulations should ensure that the SROZ is not “walled off” or privatized by development. Rather, the code’s objective is to ensure compatibility and to create physical and visual access for all neighborhood residents and visitors.
- Streets in the West Area shall terminate in, or run adjacent to, the Boeckman Creek trail and trailhead locations shown on the Street Demonstration Plan. It is particularly important for the east-west streets to follow this requirement, so there are clear visual corridors from the interior of the neighborhood to the Boeckman Creek SROZ area.
- Open space tracts and pedestrian connections that are provided with development shall be located and oriented to support the goals of compatibility and physical and visual access.
- Where possible, lots shall be oriented to minimize rear-yard orientation to the SROZ area.

### ENHANCED ELEVATIONS AND FENCES

- All elevations adjacent to the Boeckman Creek trail shall be enhanced with articulation and architectural detailing consistent with the Residential Design Standards of the Neighborhood Residential Zone.
- Fences facing onto the Boeckman Creek SROZ open space shall be comprised of wrought iron or other transparent materials acceptable to the City. Colors shall be black or a similar dark color.

### LANDSCAPING

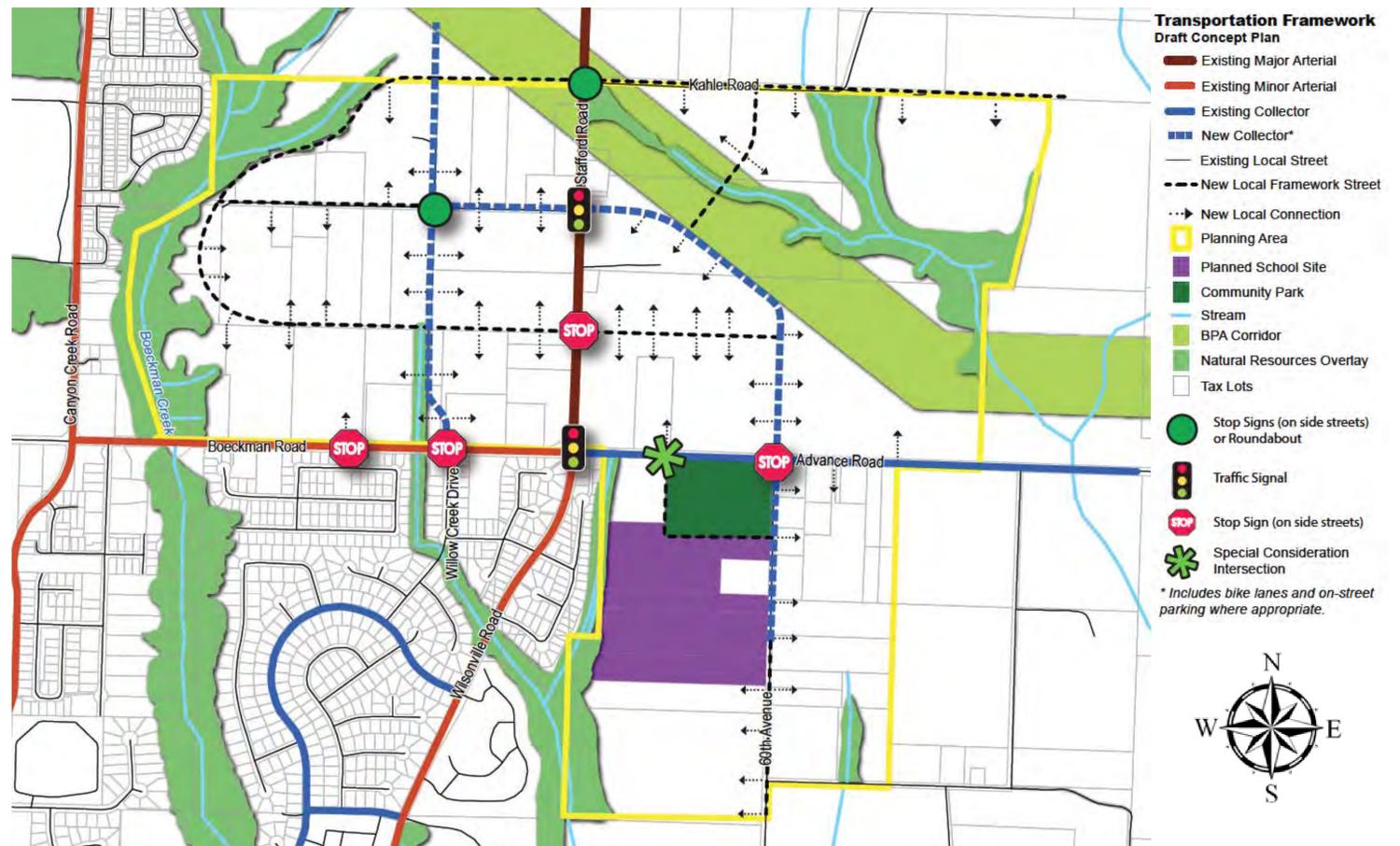
No special standards are suggested for landscaping. The City’s SROZ regulations, including the 25-foot “Impact Area” adjacent to SROZ require that native vegetation is used throughout the development, preservation of existing trees, and other “Habitat Friendly Development Practices” are utilized. See Table NR-2 in Section 4.139.03.05 of the Wilsonville Development Code.

## Examples from Villebois

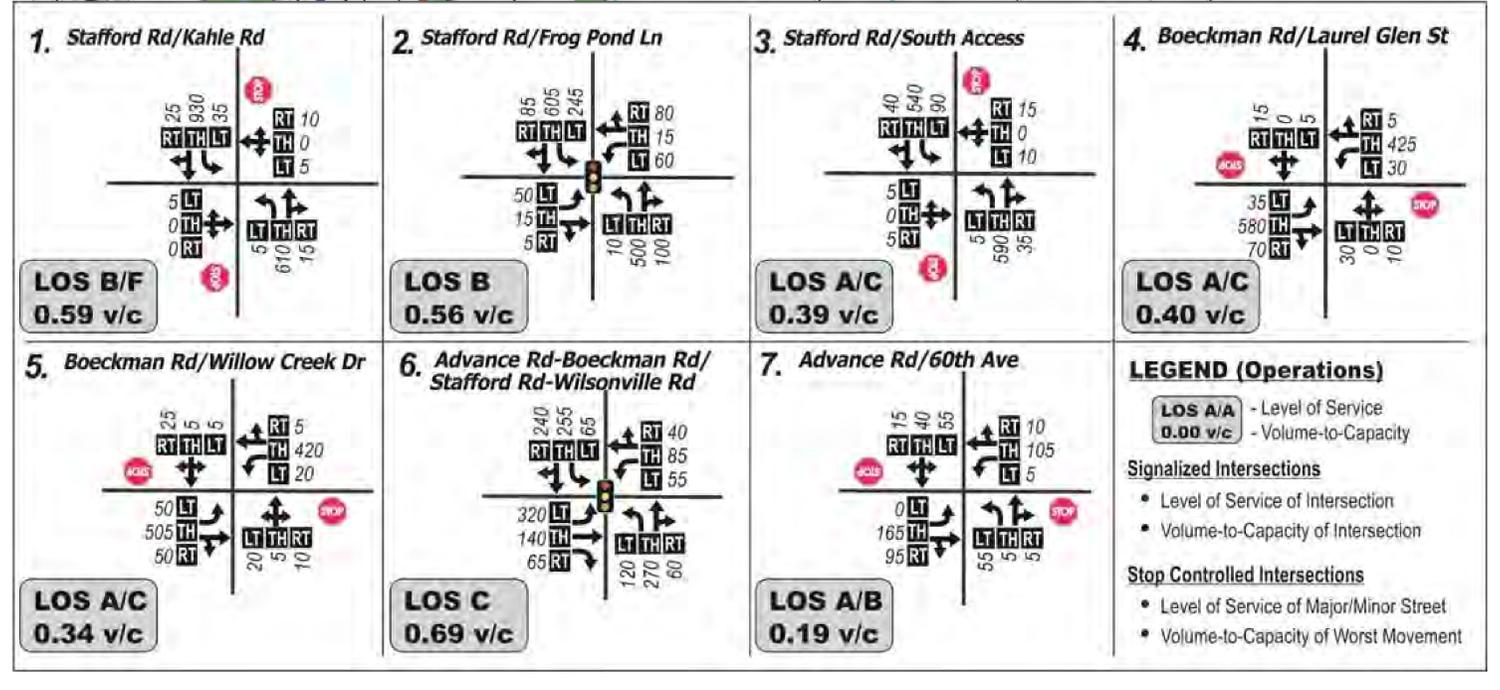
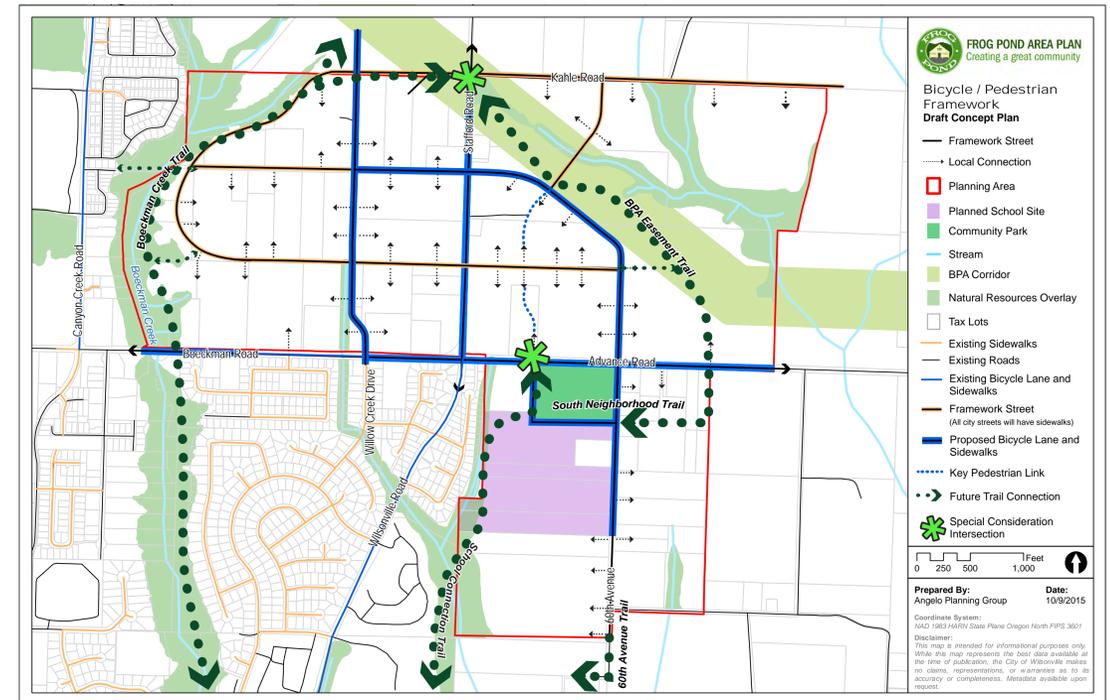




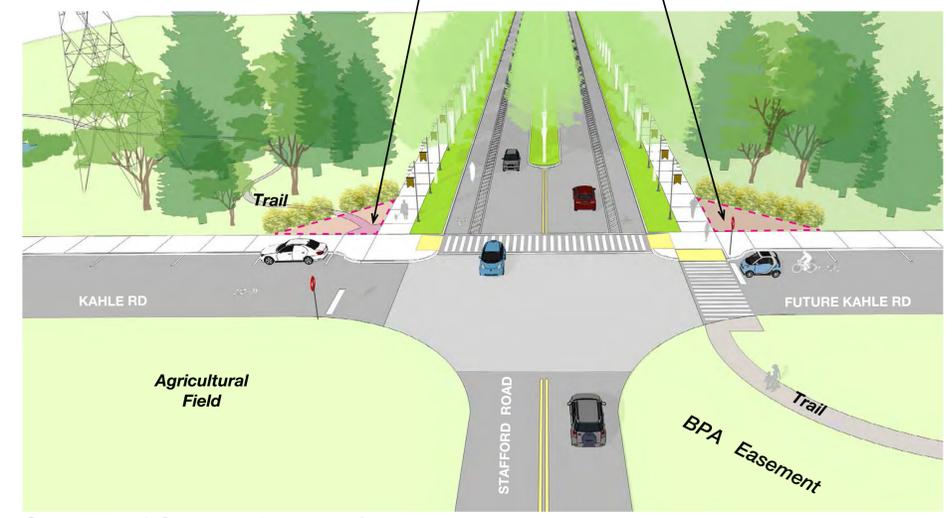
# Transportation Framework



# Pedestrian and Bicycle Facilities



Potential area for gateway element

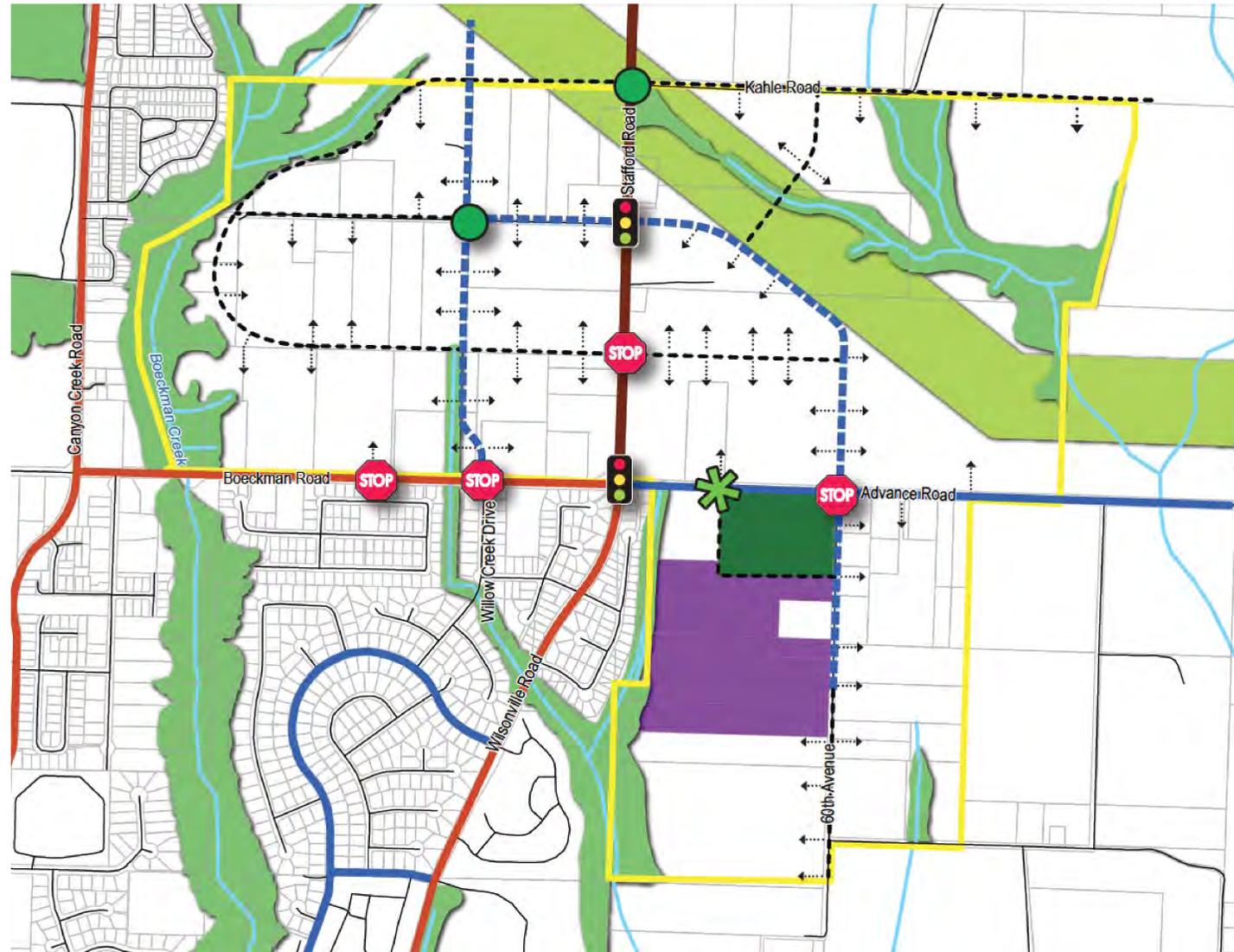


- Facilitates transition from rural to urban setting
- Landscape and signage design should reflect the character of the planning area

## 2035 Intersection Operations

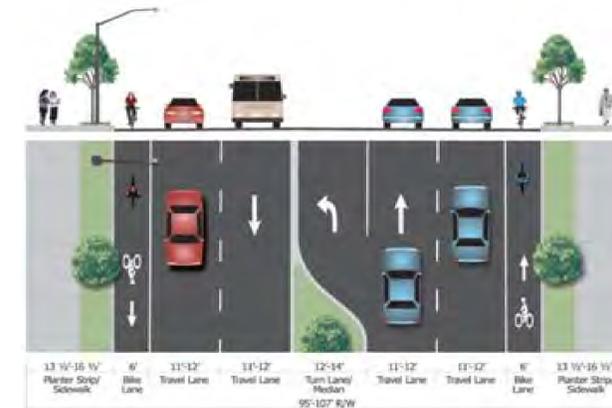


# Transportation Framework

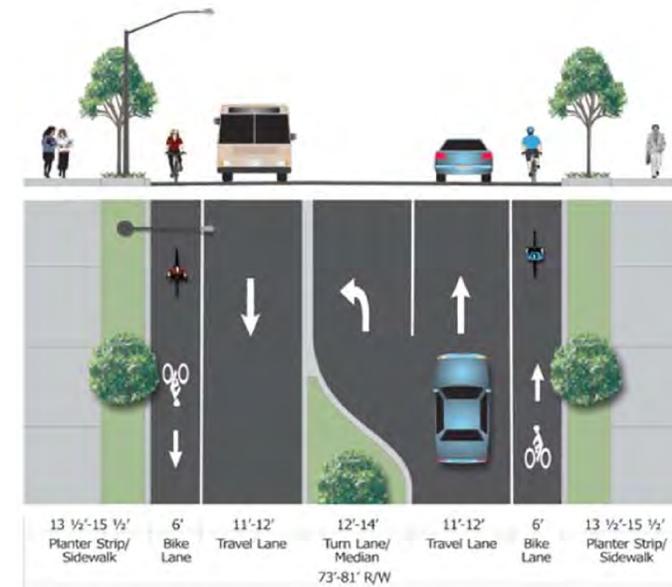


## Transportation Framework Draft Concept Plan

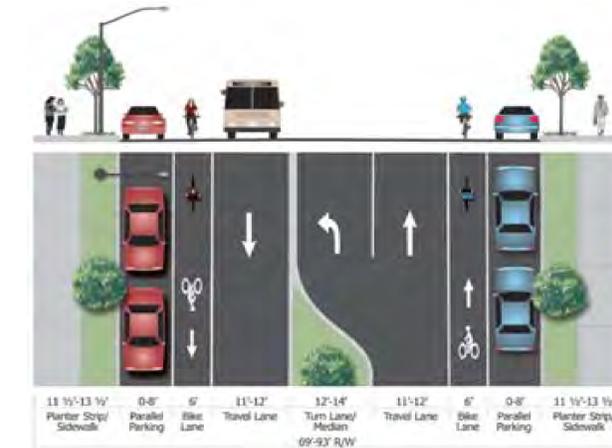
- Existing Major Arterial
  - Existing Minor Arterial
  - Existing Collector
  - - - New Collector\*
  - Existing Local Street
  - - - New Local Framework Street
  - - - New Local Connection
  - Planning Area
  - Planned School Site
  - Community Park
  - Stream
  - BPA Corridor
  - Natural Resources Overlay
  - Tax Lots
  - Stop Signs (on side streets) or Roundabout
  - Traffic Signal
  - STOP Stop Sign (on side streets)
  - ✱ Special Consideration Intersection
- \* Includes bike lanes and on-street parking where appropriate.



Major Arterial Cross-Section (Wilsonville TSP)



Minor Arterial Cross-Section (Wilsonville TSP)



Collector Cross-Section (Wilsonville TSP)

## Preferred Roadway Network & Traffic Control



**PLANNING COMMISSION**  
**WEDNESDAY, SEPTEMBER 14, 2016**

**VII. INFORMATIONAL**

A. Town Center Redevelopment Plan (Bateschell)



**PLANNING COMMISSION  
STAFF REPORT**

<b>Meeting Date:</b>  September 19, 2016		<b>Subject:</b> Town Center Redevelopment Plan Update  <b>Staff Member:</b> Miranda Bateschell <b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input checked="" type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable  <b>Comments:</b>  	
<b>Staff Recommendation:</b>			
<b>Recommended Language for Motion:</b>			
<b>PROJECT / ISSUE RELATES TO:</b> <i>[Identify which goal(s), master plans(s) issue relates to.]</i>			
<input checked="" type="checkbox"/> Council Goals/Priorities Town Center Redevelopment Plan	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

**ISSUE BEFORE COMMISSION:** An update on the Town Center Redevelopment Planning project.

**EXECUTIVE SUMMARY:**

On August 15, 2016, the City Council passed Resolution 2596, authorizing the City Manager to sign the Professional Services Agreement (PSA) with MIG, Inc. to support Community Development staff with the Town Center Redevelopment Planning project. Following a formal Request for Proposal process, in accordance with public contracting laws and Wilsonville Code, Community Development staff recommended the selection of MIG, Inc., to support staff on the Town Center Redevelopment Planning Project. MIG was selected out of a pool of seven proposers, in accordance with all City and State procurement requirements that guarantee open and fair competition. MIG was selected by a four-person committee composed of three staff from Community Development and a staff member from the City Manager’s office. The award

was based on a weighted scoring of several factors, including price, experience, creativity, and expertise. The consultant scope of work is contained in the Professional Services Agreement.

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

### **EXPECTED RESULTS:**

The project will result in two primary products:

- 1. A redevelopment plan** that identifies an implementation strategy with specific actions to reduce barriers to redevelopment, improve access and connectivity, enhance the urban environment, support local commerce, and increase activity in the town center.
- 2. Implementing ordinances** including amendments to the Comprehensive Plan, Transportation System Plan, and Development Code as needed.

### **TIMELINE:**

The project schedule will be driven by the milestones defined in the City's Intergovernmental Agreement with Metro. The City has committed to meeting the following key deadlines for the first phase of the project:

- Fall 2016: Project kick-off with Public Events
- December 2016: Existing Conditions and Key Opportunities
- Summer 2017: Community Design Events
- Winter 2017: Plan Review
- Summer 2018: Adopt Redevelopment Plan & Implementing Ordinances

### **CURRENT YEAR BUDGET IMPACTS:**

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

### **COMMUNITY INVOLVEMENT PROCESS:**

There will be an innovative and broad public engagement plan to help guide the Town Center Redevelopment Plan. The public involvement and communications plan will be one of the first components of the project to be developed and will include using cutting-edge technology, such as mobile applications, pop-up neighborhood events, and tactical urbanism, to collect ideas and reach as many community members as possible as well as targeted outreach to specific stakeholders and underserved community groups. There will be multiple opportunities to participate in the project such as an advisory committee, workshops / charrettes, focus groups, visual preference surveys, and online feedback tools; and the team looks to engage a broad spectrum of residents as well as local businesses, property owners, developers, students,

employees, and nearby farmers and producers.

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

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

**ATTACHMENTS**

Resolution No. 2596

**RESOLUTION NO. 2596**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MIG, Inc. (COMMUNITY DEVELOPMENT PROJECT #3004)**

WHEREAS, the City of Wilsonville's Urban Renewal Strategy and Tourism Development Strategy both identified a Wilsonville Town Center Redevelopment Plan as a priority action item, were developed with extensive public input by volunteer task forces, and adopted by the City Council in 2014; and

WHEREAS, the City Council established the Wilsonville Town Center Redevelopment Plan as a 2015-2017 Council Priority Goal; and

WHEREAS, the City has received grant funds and has budgeted funds in order to establish a specific strategy for policy development and future investment in the Wilsonville Town Center, setting the stage for further public and private investment and development; and

WHEREAS the Project will create an implementation strategy with implementing ordinances and specific actions to reduce barriers to redevelopment, improve access and connectivity, enhance the urban environment, support local commerce, and increase activity in the town center; and

WHEREAS, the City solicited Requests for Proposals from qualified consultants in compliance with the City of Wilsonville Municipal Code and Oregon Public Contracting laws to assist City staff with the foregoing tasks; and

WHEREAS City staff has determined that MIG, Inc. submitted the most qualified proposal at a competitive fee for services;

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

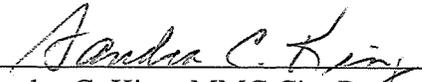
1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and the MIG, Inc. proposal ranked highest when considering experience, project understanding and approach, and cost.
2. City Council authorizes the City Manager to execute the Professional Services Agreement with MIG, Inc., in the form attached hereto as **Exhibit A**.

3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at their regular meeting thereof this 15th day of August, 2016, and filed with the Wilsonville City Recorder this date.

  
TIM KNAPP, Mayor

ATTEST:

  
Sandra C. King, MMC City Recorder

SUMMARY OF VOTES:

Mayor Knapp - Yes  
Council President Starr - Yes  
Councilor Fitzgerald - Yes  
Councilor Stevens - Yes  
Councilor Lehan - Yes

Exhibit A - Professional Services Agreement with MIG, Inc.

**CITY OF WILSONVILLE**  
**PROFESSIONAL SERVICES AGREEMENT**  
**Wilsonville Town Center Redevelopment Plan (#3004)**

This Professional Services Agreement (“Agreement”) is made and entered into on this 15<sup>th</sup> day of August, 2016 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **MIG, Inc.**, a California corporation (hereinafter referred to as “Consultant”).

**RECITALS**

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

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

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

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

**AGREEMENT**

**Section 1. Term**

The term of this Agreement shall be from the Effective Date until all 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, 2018.

**Section 2. Consultant’s Services**

2.1. Consultant shall diligently prepare the Town Center Redevelopment Master Plan according to the requirements identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein, for the Wilsonville Town Center Redevelopment Plan Project (“Project”).

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

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

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

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

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

### **Section 3. Compensation**

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$420,000) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

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

3.3. Unless expressly set forth on Consultant's Rate Schedule as a reimbursable expense item that is not included in the Compensation Amount of **Subsection 3.1**, or as an additional charge for which a written Addendum has been approved, in accordance with **Subsection 3.2** and the requirements of **Section 16**, Consultant shall only be entitled to the Compensation Amount specified in **Subsection 3.1**.

3.4. 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**.

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

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

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2016, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can currently be found at the following website address: [http://www.oregon.gov/boli/WHD/PWR/Pages/January\\_2016\\_Index.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/January_2016_Index.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 Miranda Bateschell. 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 Alex Dupey. 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 specifically agrees in writing to such subcontracting. Consultant acknowledges such work

will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

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

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

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

11.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of 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. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error,

omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

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

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

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

13.3.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by

Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years thereafter.

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

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

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

13.3.6. Additional Insured and Termination Endorsements. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policy(ies), as applicable, will be provided by endorsement. Additional insured coverage shall be for both 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.

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

City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

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

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

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

14.1.1. By mutual written consent of the parties;

14.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; 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. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to reports, research, spreadsheets, charts, graphs, modeling, maps, plans, data generation, and any other documents generated for the Project, 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.

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: Miranda Bateschell  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Consultant: MIG, Inc.  
Attn: Alex Dupey  
815 SW 2<sup>nd</sup> Avenue, Suite 200  
Portland, OR 97204

## Section 20. Miscellaneous Provisions

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

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

20.3. No Assignment. Consultant may not assign this Agreement, nor 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:**

MIG, Inc.

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

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

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

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

**CITY:**

CITY OF WILSONVILLE

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

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

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

**APPROVED AS TO FORM:**

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

**ATTESTED TO:**

\_\_\_\_\_  
Sandra C. King, MMC, City Recorder  
City of Wilsonville, Oregon

k:\dir\town ctr mp 3004\doc\psa twnctrmp-mig^.docx

## 1 Project Management and Team Oversight

### 1.1 Project Management/Team Oversight

Consultant will provide overall team coordination and project management for the duration of the contract. The Consultant Project Manager (PM) will coordinate with the City of Wilsonville PM on general logistics, planning and deliverables, public events. This task includes regular oversight of the statement of work, project team coordination, subconsultant management and coordination, budget management and QA/QC monitoring, as well as ad hoc voice, e-mail and fax communications.

### 1.2 Team Meetings/Coordination calls with Wilsonville

The Consultant PM will coordinate with the Wilsonville PM to schedule and facilitate up to (36) bi-weekly project management team coordination meetings or conference calls focused on moving tasks forward and addressing project issues as they arise. Consultant will provide a brief e-mail summary of the coordination meeting, documenting project decisions and next steps, as applicable, to the Wilsonville PM. Consultant assumes that coordination meetings will be primarily by phone, but could also include internal work sessions with city staff or stakeholders, in addition to covering general project issues. Consultant team staff in attendance will be primarily the Consultant PM with Consultant Team members taking part in the calls or meetings as needed to complete their tasks and coordinate with City staff. Consultant will establish and maintain a file sharing/project coordination tool such as Basecamp, Google Drive or similar system to manage deliverables and project information.

### 1.3 Consultant Deliverables for Task 1:

- Overall project management, staff coordination QA/QC monitoring
- Coordinate and facilitate up to 36 team meeting or coordination calls

## 2 Project Kickoff and Public Involvement

### 2.1 Kickoff Meeting and Site Visit

Consultant will develop a draft agenda for a ½ day project kickoff meeting and Site Visit for the City to review. Consultant will revise the agenda based on City input and distribute to the project team prior to the kickoff meeting. Consultant will facilitate the project kickoff meeting, covering the draft scope of services, schedule, project procedures and expectations regarding coordination and reporting, confirming processes to efficiently develop the Town Center Plan, discuss background data needed such as GIS information, other land use plans, traffic data, utility master plans, environmental documents and other relevant project information necessary to begin the existing conditions analysis. Consultant assumes that the City will provide the relevant background information in electronic or hardcopy format (CD/DVD or file transfer is acceptable). Consultant will prepare a meeting summary that identifies the meeting outcomes, overall responsibilities and expectations.

The Consultant PM will coordinate with the Wilsonville PM to develop a tour route for the Town Center site visit. Consultant assumes that the City will lead the tour and overall development of the route, including transportation for the tour. Following the site visit, the Consultant team will consolidate its visual data collection—including photos, annotated maps and other products into a site tour "map book" that can be placed onto the project website for the public viewing.

## **Wilsonville Town Center - Scope of Services**

The kickoff meeting and site tour will include up to five consultant team staff, including the principal in charge, project manager, transportation, market and infrastructure task leaders.

### **2.2 Revised Scope of Services**

Upon completion of the site visit and project kickoff meeting, Consultant will revise the scope of services, if necessary, to address comments or questions made during the kickoff meeting and site visit. The Consultant PM will provide an amended scope of services to the City for review. The Consultant PM will incorporate changes to the scope of services. Consultant assumes that changes to the scope of services will be minor and will not affect the overall budget identified for each task.

### **2.3 Draft Public Involvement Plan**

Consultant will develop a Public Involvement and Communications Plan that identifies the tools, techniques and anticipated timing for major events during the project. The goal of the Public Involvement and Communications Plan is to create a citywide "buzz" by using a variety of interactive communications and public engagement techniques; reach a broad cross-section of the community, business and property owners in Town Center, and traditionally underrepresented community members; and implement a branding strategy that makes the Project easily identifiable and interesting. This Public Involvement and Communications Plan will provide specific direction on the following public engagement elements:

- Providing City staff information to post on social media tied to public events
- Ongoing public event support and outreach materials (Task 2.4)
- Branded project website, project logo, and online engagement (Task 2.5)
- Stakeholder and business meetings (Task 3.4)
- Public kickoff event(s) (Task 3.5)
- Community design workshop (Task 4.1)
- Pop-up event(s) (Task 6.1)
- Project Advisory Committee meetings
- Planning Commission and City Council work sessions, briefings and hearings

The Consultant PM will coordinate with the Wilsonville PM to collaborate with, as possible, existing events within the City and the major tasks of the project, including identifying social media outreach for each public event (City to implement social media outreach). The goal of this scheduling is to take advantage of existing City activities such as the City's summer barbeques and brew fest, farmers market and Movies in the Park to attract larger audiences. The Public Involvement and Communications Plan will also identify which consultant team members and City staff are assumed to be present at meetings and other in-person events.

Consultant will assist the City in identifying community members and technical experts as part of the Project Advisory Committee to provide guidance on project deliverables.

### **2.4 Ongoing Educational Materials and Public Event Support**

Consultant will craft and execute an ongoing community outreach and engagement activities such as limited pop-up events and/or tactical urbanism activities. Consultant will also prepare public information materials and presentations for either general update and engagement purposes and/or to address specific issues such as housing, transportation, etc. Anticipated potential tasks and activities could include:

## **Wilsonville Town Center - Scope of Services**

- Neighborhood/district focus groups and coffee chats
- Neighborhood/district workshops and forums
- Outreach materials at community festivals and events
- Neighborhood "idea centers" in appropriate locations
- Intercept surveys

Consultant assumes that this task will be completed on an as needed basis, up to the budget assigned to this task. Not all potential activities are assumed to be completed, but serve as a list of potential ongoing outreach services that could be used during the project.

### **2.5 Project Website and Periodic Updates**

Consultant will design, launch, host and maintain an interactive and image-oriented project website that allows users to sign-up for automatic email notifications when new project information is posted on the website, review the latest information, download public documents related to the project and provide project input both generally and through rotating, targeted questions and surveys.

Consultant will maintain comment logs throughout the duration of the project.

Consultant will update the website as new project information becomes available during the project, particularly at major milestones and events. The City may at times assist in writing copy for and providing updates to the website.

### **2.6 Planning Commission Work Session**

The draft Public Engagement and Communications Strategy will be presented to the Planning Commission for discussion. Input from the Commission will be incorporated into the final Public Engagement and Communications Strategy.

### **2.7 Final Public Engagement and Communications Plan**

Based on the Planning Commission and City staff input, the Consultant will make necessary changes to the Draft Plan and provide the City with a Final Public Engagement and Communications Plan.

### **2.8 Consultant Deliverables Task 2:**

- Project Kick-off Meeting agenda. Walking tour materials (such as maps). Visual data collection "Map Book"
- Draft and Final Public Involvement and Communications Plan;
- Draft and final Social Media and Publicity Strategy
- Draft and final Educational materials
- Project Website and logo. Periodic website updates, as needed.
- Planning Commission work session materials

## **3 Identify Key Opportunities, Goals and Measures of Success**

### **3.1 Existing Conditions Report**

The Consultant team will prepare an existing conditions report that assesses the land use and regulatory, infrastructure, transportation and environment issues, barriers and opportunities. The Existing Conditions Report shall include an identification of:

## **Wilsonville Town Center - Scope of Services**

### **Land Use and Regulatory Conditions**

Consultant and Angelo Planning Group will summarize the existing Comprehensive Plan policies and code that apply in the Town Center, noting those elements that are either supportive of, or barriers to, developing a 21<sup>st</sup> Century Town Center. This analysis will also summarize the current design regulations, noting opportunities for new design guidelines and standards. The analysis will also address code requirements as they affect development characteristics and how they relate to business and market trends in town centers, including allowed uses, minimum and maximum building envelopes, lot coverage, building orientation, street access, parking, pedestrian connections to buildings and landscaping. Consultant will prepare (in an appendix) an annotated version of the applicable plan and code sections, so there is a review for use in subsequent tasks and drafting of the proposed amendments.

Consultant assumes that the City shall compile and provide all existing relevant plans, codes and studies that affect the study area.

### **Environmental and Physical Conditions**

Using City-provided GIS information, Consultant shall produce annotated existing conditions maps and summaries that address the following information and context:

- Project area;
- Topography;
- Impervious surface
- Tree canopy
- Transportation and access, including bicycle facilities, transit routes and stops, and sidewalks/pathways;
- Parks and open space
- Vacant and underutilized parcels
- Projects identified in the current Transportation System Plan;
- Comprehensive Plan designations and zoning districts;
- Sensitive lands, including wetlands and waterways;
- Location of existing sewer, water and storm water utilities; and
- Projects identified in the current sewer, water, and storm water Master Plans.

### **Multimodal Transportation Conditions and Analysis**

Consultant will conduct a multi-modal transportation analysis of the major intersections and networks within the vicinity of the Wilsonville Town Center. These nine study intersections are the most likely to be impacted by the Town Center Redevelopment Plan:

1. Wilsonville Road/Town Center Loop East
2. Wilsonville Road/Rebekah Street
3. Town Center Loop/Parkway
4. Town Center Loop West/Park Place
5. Town Center Loop East/Courtside Drive
6. Town Center Loop East/Canyon Creek Road
7. Wilsonville Road/Town Center Loop West
8. Wilsonville Road/I-5 Northbound Ramp
9. Wilsonville Road/I-5 Southbound Ramp
10. Bike/Ped Trail west of Town Center Loop West

## **Wilsonville Town Center - Scope of Services**

As part of this Task, if the City does not already have, Consultant shall obtain new weekday PM peak hour traffic counts for all modes at the ten intersections listed above. The above intersections will be evaluated for each of the following scenarios:

- Existing Conditions (2016) – Based on new traffic counts and existing geometries
- Future Baseline (2035) – Using volume forecasts from Wilsonville TSP and geometries associated with High Priority Projects

Consultant will prepare 2035 future forecasts using the Metro Gamma Model that was refined as part of the Wilsonville Transportation System Plan and Frog Pond Area Plan transportation planning studies. Consultant will provide future level of service (LOS), delay, volume to capacity (V/C) for each of the study intersections. As part of this analysis, Consultant will assess connectivity for bicycles, pedestrians and transit. This analysis will review the Metro trip adjustment assumptions.

In addition, Consultant will perform a sensitivity analysis of the I-5 Interchange areas assuming varying levels of traffic growth to determine the approximate capacity that would be available for future land use from this project.

Consultant will also conduct multimodal analysis for transit, bicycles and pedestrians for all intersections and segments within the Town Center. Bicycle and pedestrian Level of Traffic Stress must be evaluated and results graphically displayed for the existing conditions. Agency guidance about the Level of Traffic Stress methodology will be taken from Chapter 14 of the ODOT Analysis Procedures Manual.

### **Parking**

Consultant will complete a cursory visual analysis with photo documentation of parking usage within the Town Center. Analysis will include site tours at two separate times to document how parking is used in the Town Center. Consultant will document the findings in a PowerPoint presentation. As part of this task, Consultant will also identify best practices for parking management in similar locations providing concepts that can be explored if a parking management strategy is required.

### **Infrastructure Analysis**

Consultant will coordinate with the City's Community Development Department and GIS Manager to identify specific sewer, water, and stormwater infrastructure located within the Town Center boundary. Using the most current master plan information, Consultant will identify current water, sewer and stormwater capacity issues within the Town Center. Consultant will review the City's low impact development standards and identify potential application measures/best practices for use within the Town Center. Consultant will develop a matrix to guide land use and infrastructure options to be developed in future tasks.

### **Market Analysis**

Utilizing existing information where available and assembling new research where necessary, Consultant will evaluate market conditions to understand demographic, economic, and real estate trends in Wilsonville and the Portland metropolitan region, to understand the differences and interrelationships of the various subdistricts of the Town Center, and to understand its competitive position within the region. This data will help inform the strategy for future land use and redevelopment options. Elements of the market analysis will include:

## Wilsonville Town Center - Scope of Services

- Local and Regional Real Estate Conditions and Trends: Review information about real estate performance throughout the region, including vacancy and rental rates for commercial and retail space, recent and proposed projects, business types and vacancies in Wilsonville Town Center, housing absorption trends, and summary information about competitive commercial areas.
- Historical/Projected Economic and Demographic Data: Review market indicators such as population, income, psychographic profiles, consumer spending, and other relevant factors.
- National Trends: Summarize the latest information about how national trends in housing, employment, and retail will impact the potential types and scales of uses feasible and appropriate in the Town Center as well as long-term development potential, and identify key areas for investment, including potentially catalytic sites and development types that are more likely to increase investment and property values.
- Conduct interviews with regional and local real estate professionals (brokers, developers, economic development officials, etc.) to gather additional information about the market and to test possible ideas regarding feasible land uses.
- A retail analysis section informed by local and national trends information, which will consider the demand for and viability of new retail formats, including but not limited to those that are potentially more cost-effective and appealing to independent, small businesses.

### Draft and Final Existing Conditions Report

Using the information gathered in this task, Consultant will develop a series of annotated maps and/or infographics with short narratives that summarize the key information gathered about the Wilsonville Town Center. The draft and final Existing Conditions Report will be primarily graphics and annotated maps as opposed to a text heavy document.

### 3.2 Advisory Committee Meeting #1 and #2

Consultant will organize and facilitate two Advisory Committee meetings during Task 3. Advisory Committee Meeting #1 will focus on the existing conditions, opportunities and constraints information collected and evaluated as part of Task 3. Advisory Committee Meeting #2 will be scheduled following the public kickoff event to discuss and further the key outcomes and issues identified through the public kickoff, stakeholder interviews, and online engagement results. Consultant will provide meeting summaries for the Advisory Committees to the City PM within one week of the meeting date. Consultant assumes that the City will provide logistics for the meetings.

### 3.3 Stakeholder Meetings

Consultant will coordinate with the City to identify up to 10 individual or small group meetings to be interviewed by the Consultant. The goal of these meetings are to engage people who could have a significant influence on the project, but may not be part of the project advisory committee. The stakeholder meetings may include representatives from City Council and Planning Commission, local neighborhood and community groups, the Chamber of Commerce, Rotary, development experts, landowners and business owners, and other stakeholders. The City will lead the scheduling of these meetings. The intent of the interviews is to gain information on best practices for redevelopment in the Town Center, engage existing landowners and businesses, vet potential goals and objectives for the project, identify regulatory challenges, and

## **Wilsonville Town Center - Scope of Services**

desired land use patterns. Interviews are anticipated to take up to an hour each and will be documented with notes from each meeting prepared by Consultant and combined into one summary document.

### **3.4 Public Kickoff Event/Mapita**

Consultant will organize and facilitate a large public event, with a duration of approximately two-hours, that introduces the project, develops a vision and project goals, and identifies opportunities and constraints for the Town Center. Consultant will coordinate with the City on the structure of this public kick-off. Consultant assumes that this kickoff will be workshop style, with large and small group discussions around change in the Town Center. At the same time as the kickoff, Consultant will launch the first round of Mapita or similar online survey that will ask questions about perceptions and issues, where the actual cultural and civic center is in Wilsonville, and how to get around, among others.

Consultant assumes that the City will secure the location for the kickoff meeting.

### **3.5 Public Comment Summary**

Following the completion of Advisory Committee #1, the stakeholder meetings and the Public Kickoff (including the online survey), Consultant will summarize the public input in a "Project Kickoff Summary Memorandum." The summary will identify the key information from those meetings, with appendices, as needed, with supporting materials. Consultant will submit a draft memorandum to the Wilsonville PM for review. The City will provide a single set of non-contradictory comments to Consultant that will be addressed prior to submitting the final memorandum to the City.

### **3.6 Key Opportunities Summary Memorandum**

Upon completion of Tasks 2 and 3, Consultant will develop a concise memorandum with annotated maps and graphics that both identifies the key opportunities and challenges within the Town Center on the topic headings described in Task 3.1 and also sets direction for developing future alternatives. This task will analyze and refine the information gathered to date and incorporate the results of the public kickoff and online survey results. This deliverable will be primarily annotated maps, images and infographics to show the existing and potential opportunities within the project area, including potential low-impact development options, multimodal connectivity, in-fill and redevelopment, parks and open space. Consultant will submit a draft memorandum to the Wilsonville PM for review. The City will provide a single set of non-contradictory comments to Consultant that will be addressed prior to submitting the final memorandum to the City. Consultant assumes two rounds of revisions.

### **3.7 Town Center Goals**

Consultant will develop a brief memorandum that identifies the goals and measures of success that will be used to develop and evaluate land use, development and transportation alternatives that will be developed and vetted. Goals and measures of success will be provided in matrix format and will specifically highlight economic, livability, and sustainability measures including low impact development, reduced GHGs, and equity. Consultant will submit a draft memorandum to the Wilsonville PM for review prior to finalization.

### **3.8 Joint Planning Commission/City Council Briefing**

Consultant will present the results of Task 3 in a Joint Planning Commission and City Council briefing. Consultant will provide briefing materials for the presentation. City will provide a summary of input from the meetings to be incorporated into future tasks. Consultant assumes that the Consultant PM and Market Analysis Task leader will be present at the meeting.

### **3.9 Consultant Deliverables for Task 3:**

- Draft and final existing conditions report, including infographics, as applicable, for the existing conditions, opportunities, constraints and market analysis;
- Appendices/technical information describing land use and regulatory issues, traffic and transportation, infrastructure, and market analysis and including the parking PowerPoint presentation;
- Public Kickoff event and materials;
- Stakeholder interviews summary memorandum of results and key issues;
- Advisory Committees #1 and #2 meeting materials, including summaries of meeting results;
- Draft and Final Public Comment Summary of public engagement results for Task 3;
- Draft and Final Key Opportunities Summary Memorandum; and
- Town Center Goals and Measures of Success Memorandum;
- PowerPoint presentation of key outcomes of Task 3;
- Joint Planning Commission and City Council work session materials

## **4 Community Design Workshops and Alternatives Analysis**

### **4.1 Community Design Workshops**

Consultant will organize, with City assistance securing meeting location(s) and other logistics, a public discussion to develop and vet potential Town Center alternatives. This schedule would include: an approximately ½ day public workshop on a Saturday to kick off the design process using small and large workgroups to develop potential concepts to vet with the public via an online survey and stakeholders and refine at the follow-up community meeting. Consultant will compile a PowerPoint of results that can be vetted with local neighborhood and business interests and absentee landowners for input. Consultant will lead the meeting, gathering input on potential development and multimodal transportation options, density, massing, urban design, and project priorities.

Upon completion of the initial workshop, Consultant will deploy Mapita or similar online survey tool loaded with the Town Center concepts for online review and comment. Consultant will amend the public workshop PowerPoint presentation to summarize the results of the online survey.

Following the design workshop, consultant will contact stakeholders identified in Task 3.4 to review the results of the workshop, providing in advance of the meeting or conference call a PowerPoint or similar style of presentation. Consultant will facilitate the meeting or conference call. Consultant assumes that this coordination will be up to four meetings or conference calls, either individually or in small groups.

## **Wilsonville Town Center - Scope of Services**

Upon completion of the online survey and additional stakeholder input, Consultant will organize and facilitate a second public workshop to vet and confirm the results of the design workshop and additional stakeholder meetings. Consultant will present options developed during the in-person and online input process. Consultant and the City will confirm the types of tools used but assume to include:

- Presentation of the input gathered to date and preliminary results or concepts developed during the initial work session;
- Keypad polling or similar techniques to gather input on the ideas presented
- Facilitated small group discussions to refine the concepts;
- Report out to the larger group: Consultant will capture the discussion using wall-graphic techniques.

### **4.2 Public Comment Summary**

Consultant will document the results of the Community Design Workshops and associated outreach, including a summary of public input, maps and graphics documenting the public participation and design process, and on-line survey / Mapita outputs. This summary will be provided in PowerPoint, with supporting maps documenting the results of this task that the City or Consultant can use to brief the Planning Commission, City Council, and community groups.

### **4.3 Draft Town Center Alternatives**

Upon completion of Task 4.1, Consultant will develop up to three Draft Town Center Alternatives with land use and circulation that take into account the input gathered through the project to date. The goal of these alternatives is to provide options for the analysis and eventual selection of a preferred land use concept in Task 5. Consultant will develop plan-view maps and brief summaries of the alternatives for review by the City, including each alternative's consistency with the Town Center goals developed in Task 3. City will provide one set of non-contradictory comments to the Consultant. Consultant will revise the alternatives and provide them to the City.

### **4.4 Initial Trip / Traffic Analysis**

Consultant will use the Draft Town Center Alternatives to perform a future transportation analysis that evaluates the impact each land use and circulation alternative would have on the transportation system. The Wilsonville Transportation System Plan (TSP) and associated Comprehensive Plan will be used to determine the initial assumptions about traffic demand from the Wilsonville Town Center based on the land use assumptions that were the basis for the TSP's future analysis. Additional traffic volume post processing will be performed to adjust the volumes based on how the land use alternatives vary from the TSP assumptions. The future 2035 horizon year has been selected to maintain consistency with the City's adopted TSP. This analysis will include a multi-modal trip adjustment associated with land use, connectivity, and transit in the town center.

The High Priority Projects proposed in the City's TSP will be assumed as part of the 2035 baseline transportation network. Applicable City and ODOT performance criteria will be assessed for each future transportation scenario corresponding to each Draft Town Center Alternative. Should the study intersections not meet performance standards or safety/operational criteria, Consultant shall propose mitigation/improvements to address the specific deficiency.

## **Wilsonville Town Center - Scope of Services**

Future analysis will also evaluate the impact to the I-5/Wilsonville Road interchanges (ramp intersections and meters) as well as the remaining study intersections. ODOT performance standards and City mobility standards shall be applied in the evaluation of alternatives.

Consultant shall provide planning level cost estimates for any transportation mitigations and/or improvements identified in the transportation analysis noted above.

### **4.5 Advisory Committee #3 and #4**

Consultant will organize and facilitate Advisory Committee #3 that will focus on providing input and feedback on the concepts developed during the initial public workshop. Advisory Committee 4 will follow the second design workshop to vet results and draft Town Center Alternatives prior to presenting those to the Planning Commission and City Council. Consultant will provide a meeting summary to the City PM within one week of the meeting date. Consultant assumes that the City will provide logistics for the meeting.

### **4.6 Joint Planning Commission and City Council Work Session**

Consultant will present the results of Task 4 in a Joint Planning Commission and City Council work session. Consultant will provide briefing materials for the presentation. City will provide a summary of input from the meetings to be incorporated into future tasks. Consultant assumes that the Consultant PM and Principal in Charge will be present at the meeting. Consultant, in consultation with City staff, will incorporate input, as applicable, into the draft alternatives.

### **4.7 Mid-Term Progress Report**

Consultant will draft a mid-term progress report documenting the results of Tasks One through Four. This progress report will identify the results and issues encountered during earlier tasks, and as necessary, identify potential modifications to future tasks that may be necessary. Consultant will submit a draft progress report to the Wilsonville PM for review. The City will provide a single set of non-contradictory comments to Consultant that will be addressed prior to submitting the final mid-term progress report to the City.

### **4.8 Consultant Deliverables for Task 4:**

- Meeting materials, organization and facilitation of the Community Design Workshop, including a PowerPoint summary of stakeholder and community outreach, and online Mapita survey results
- Advisory Committee #3 and #4 meeting materials, facilitation, and summary of the meeting results
- Draft and Final Public Comment Summary documenting the public input results for Task 4
- Draft and final Draft Town Center Alternatives
- Draft and Final Trip/Traffic Analysis
- Joint Planning Commission – City Council work session meeting materials
- Draft and Final Mid-Term Progress Report

## 5 Land Use Plan Review

### 5.1 Recommended Land Use Map with Circulation

Using the information gathered from previous completed tasks, Consultant will develop a recommended land use, circulation and urban form plan. Consultant assumes that this task will be completed through internal work sessions with the City to fine-tune specific areas of interest such as building location and form, development code strategies, multimodal access, parks and open space, broader non-motorized community connectivity, public infrastructure, stormwater, and low-impact development standards. Consultant will refine these work session results into a series of annotated maps, visualizations and cross sections showing the components of the project, including:

- Proposed land use and urban form;
- Pedestrian and bicycle circulation, including recommendations for how the Town Center connects to the citywide system;
- Transportation and circulation (including transit);
- Parks and open space; and
- Infrastructure, including sewer, water and stormwater.

The Consultant PM will coordinate with the City PM to develop up to four photo simulations, or similar visualizations using illustrator or Sketch Up, of potential development and other key components of the land use plan.

### Infrastructure Analysis

Consultant will assess the ability of the sewer, water, and stormwater systems to accommodate future planned development, identifying existing and new capital improvement projects that would be incorporated into the system, and opportunities to bring the stormwater system up to current low-impact development standards. Consultant shall identify specific sewer, water, and stormwater infrastructure projects with planning level cost estimates necessary for implementation of the Final Town Center Master Plan.

### Zoning Code

Consultant will identify options for the City to consider in crafting its plan and code amendments. This evaluation will look at: (1) existing Wilsonville regulations; (2) a hybrid "place-based" code that blends some existing regulations and procedures with new zoning and design guidelines; and, (3) a form-based approach. Consultant will identify examples from other communities and pros and cons of each approach. Consultant assumes that this regulatory analysis is completed during Task 5, providing enough time to develop code and design guidelines as the Master Plan is prepared in Task 7.

### 5.2 Private Development Feasibility Analysis

Consultant will assess whether the proposed development options are economically feasible from a private development perspective (development pro forma) and identify potentially catalytic sites. Consultant will develop a dynamic high-level pro forma model to test various development options using assumptions and inputs such as land costs, construction costs, commercial rents, cap rates, and other pro forma inputs. By using a dynamic model, we will conduct sensitivity tests in order to determine key tipping points for viability and to test the effectiveness of different building forms, zoning codes, financial incentives, and other tools. This

## **Wilsonville Town Center - Scope of Services**

analysis will make the business case for why change will be feasible and will include recommendations for improving the feasibility of desired development types, increasing value in the Town Center, and aligning funding with prioritized strategies. Consultant will complete a development feasibility analysis report or memo for inclusion in final plan document.

### **5.3 Advisory Committee #5**

Consultant will present the recommended Town Center Alternative to the Advisory Committee for review and discussion. The outcomes, including the Advisory Committee's agreement or requested modifications to the plan will be documented in a meeting summary.

### **5.4 Planning Commission and City Council Meetings**

The recommended Town Center Alternative, including the level of support and requested changes from the Advisory Committee, will be presented by the Consultant to the Planning Commission and City Council. The results of these meetings will be summarized in a PowerPoint presentation and submitted to the Wilsonville PM for use in briefing other community groups. The PowerPoint will also be placed online and available for public viewing.

### **5.5 Consultant Deliverables for Task 5**

- Draft and Final Land Use Map with Circulation system
- Infrastructure Analysis memo with list of new capital improvement projects for preferred land use alternative
- Zoning Code analysis of potential regulatory options for implementation of preferred land use alternative
- Draft and Final catalytic site and development feasibility analysis
- Up to four photo simulations, or similar Town Center visualizations
- Preparation for and facilitation of Advisory Committee #5, including preparation of a written summary of the meeting results
- Planning Commission and City Council briefing (one each) and materials

## **6 Pop Up Event**

### **6.1 Pop Up Event**

After completing these tasks, Consultant will organize and facilitate an interactive pop up event in the Town Center to illustrate potential changes in the Town Center for circulation and urban design. As part of the pop-up, Consultant will also develop display boards describing the key components of the plan, how public input shaped and influenced the proposed plan, and opportunities for the public to provide additional input. Consultant will also provide this information online for public review and comment.

### **6.2 Public Comment Summary**

Upon completion of Task 6.1 Consultant will document the results of this task, including a summary of public input, photographs of the event, maps and graphics documenting the public participation and design process. This summary will be provided in PowerPoint, with supporting maps documenting the results of this task that the City can use to brief the Planning Commission, City Council, and community groups.

**6.3 Consultant Deliverables for Task 6:**

- Pop up event
- Draft and Final Public Comment Summary memorandum documenting the public event and associated outreach

**7 Master Plan Review**

**7.1 Draft Land Use Plan and Trip Analysis**

Using public input, Planning Commission and City Council direction provided from Tasks 5 and 6, Consultant will update the Draft Land Use Plan to develop the Draft Master Plan. The Draft Master Plan will include refined versions of the plan components identified in Tasks 5 and 4.4. Consultant assumes that developing the Draft Master Plan will include up to two focused work sessions with the Consultant team and City staff. The Draft Master Plan will be comprised of annotated maps, revised visualizations, as necessary, and supporting background documentation to support the Draft Master Plan recommendations.

As part of the Draft Master Plan, Consultant will prepare a regulatory strategy that describes the proposed Comprehensive Plan policies and Development Code amendments, initiating implementation of the preferred regulatory option described in Task 5. The regulatory strategy will describe the key content of the proposed policies and code. Consultant assumes that this will be a partial drafting of the plan and code amendments, including an initial set of eight to ten code graphics.

**7.2 Draft Strategies and Actions for Implementation**

Consultant will develop a prioritized implementation strategy tied to funding recommendations. This will include a matrix that documents the goals, objectives and success measures developed through the project with implementing strategies and actions to achieve the Master Plan's goals, including but not limited to new policies, opportunities for public-private partnerships, development incentives, and new programs. For each strategy and action, Consultant will identify appropriate timing, assumed responsibility, and potential funding mechanism, with a focus on leveraging existing resources wherever possible. Consultant will coordinate with the City PM to align infrastructure planning with the City's Capital Improvement Program and consistency with City standards. The outcome of this task will be a matrix of implementing actions and supporting funding and financing measures.

As part of this task, Consultant will develop a funding strategy that identifies realistic and achievable funding strategies to pay for the various public and public-private components of the plan. Elements of the funding strategy will include:

- A funding matrix identifying practical funding strategies, including a description, the types of investments it is best suited for, examples of where it has been used before, the process to put it into place, interrelationships with other funding tools, and other relevant factors.
- A leverage analysis that evaluates the degree to which the proposed public investments in the Town Center are supported by the proposed private development given the anticipated funding tools. For each proposed public investment, we will identify whether it should be primarily funded locally (within the Town Center) or citywide.

## **Wilsonville Town Center - Scope of Services**

- A proposed funding strategy that identifies the most appropriate funding mechanisms and arrays them over time in conjunction with the implementation strategy so that appropriate funding tools are in place and ready to pay for projects when needed.

Consultant assumes that this task will be written as a Master Plan chapter to be incorporated into the final Master Plan.

### **7.3 Advisory Committee #6, Planning Commission, City Council Meetings**

Consultant will present the draft Master Plan and Implementation Strategies to the Advisory Committee for review and discussion. The outcomes, including the Advisory Committee's agreement or requested modifications to the plan, will be documented in a meeting summary. The draft Master Plan and Implementation Plan, including input provided by the Advisory Committee, will be presented to the Planning Commission and City Council. Key findings from these three meetings will be summarized in a PowerPoint presentation and submitted to the Wilsonville PM for use in briefing other community groups. The PowerPoint will also be placed online and available for public viewing.

### **7.4 Consultant Deliverables for Task 7:**

- Draft Land Use Plan and Trip Analysis
- Draft Master Plan and supporting appendices, as applicable
- Draft implementation strategies
- Recommended land use regulatory strategy
- Preparation for and facilitation of Advisory Committee #6, including preparation of a written summary of the meeting results
- Planning Commission and City Council work sessions (one each) and materials

## **8 Adopt Town Center Redevelopment Plan**

### **8.1 State, Regional, and Local Consistency Analysis**

Consultant will draft Transportation Planning Rule (TPR) findings and, if pursued, a Multimodal Mixed-Use Area (MMA) analysis and recommendations, as applicable. The TPR will include anticipated TSP changes. Consultant will coordinate with the City and ODOT to determine if an MMA is feasible. To document the plan's consistency with regional and local land use plans, Consultant will also develop a short two to three-page memorandum describing the Draft Master Plan's consistency with Title 6 of the Urban Growth Management Functional Plan.

### **8.2 Final Master Plan**

Consultant will create an approximately 40 to 60-page reader-friendly document that describes the overall vision, public engagement results, land use and regulatory changes and state, regional and local land use consistency, funding and financing recommendations and prioritized capital improvement projects. It will focus on short, medium and long term phaseable projects and identify critical path elements that are necessary to improve the Town Center today and over time. Exhibits and visualizations developed as part of previous tasks will be incorporated into the Final Master Plan. As with other tasks, the Final Master Plan will be highly visual and targeted as both a strategic framework plan and a marketing and branding action plan for future developers. Comprehensive plan and development code amendments will be

## **Wilsonville Town Center - Scope of Services**

hearings-ready and incorporated in the Final Master Plan as an appendix along with transportation system plan, utility master plans, and other plan amendments, as applicable.

Consultant will provide the draft Final Master Plan to the Wilsonville PM for review. The City will provide one set of non-contradictory comments to Consultant to incorporate into the Final Master Plan. Consultant assumes two rounds of comments prior to finalizing the document.

### **8.3 Comprehensive Plan Map and Development Code Amendments**

Consultant will prepare draft and final amendments for the Comprehensive Plan text and policies, Comprehensive Plan map, Zoning map, and Development Code. The amendments, with findings for compliance, will be "hearings-ready", i.e. the complete package of amendments needed for adoption. Code/design guideline graphics (8-10) will be prepared.

### **8.4 Planning Commission Meetings**

Consultant will provide support to the City to complete the Planning Commission Hearing packet. Consultant will prepare for and present at up to two Planning Commission work sessions and one Planning Commission hearing.

### **8.5 City Council Adoption**

Consultant will provide support to the City to complete the City Council Hearing packet. Consultant will prepare for and present at up to two City Council work sessions and one City Council hearing.

### **8.6 Consultant Deliverables for Task 8:**

- State, regional and local consistency analysis, including Title 6, TPR compliance, and MMA findings, as applicable;
- Draft Final and Final Master Plan with implementing strategies, prioritized projects and technical appendices;
- Comprehensive Plan and Development Code amendments with supporting findings for adoption;
- Preparation for, meeting materials and attendance at up to three Planning Commission meetings; and
- Preparation for, meeting materials and attendance at up to three City Council meetings.

### **Assumptions for Meetings and Deliverables:**

- Consultant assumes that for all deliverables, unless noted in the task, there will be one round of revisions and the City will provide a single set of non-contradictory comments to Consultant that will be addressed prior to submitting the final product to the City.
- Consultant assumes that the City will be responsible for securing meeting locations and other logistics related to public events as set forth in the Public Involvement and Communications Plan or outlined by the Consultant and City staff.
- The City will provide plotting services and print materials for the events.



## Wilsonville Town Center Rate Sheet

<i>Name</i>	<i>Role</i>	<i>Firm</i>	<i>Rate</i>
<i>Chris Beynon</i>	Principal in Charge	MIG	\$230
<i>Alex Dupey</i>	Project Manager	MIG	\$150
<i>Mukul Malhotra</i>	Consulting Principal- Urban Design	MIG	\$235
<i>Tom von Schrader</i>	Infrastructure Task Quality Control	MIG	\$250
<i>Amalia Leighton</i>	Infrastructure Task Leader	MIG	\$170
<i>Jon Pheanis</i>	Lead Land Use Planner	MIG	\$110
<i>Rachel Edmonds</i>	Urban Designer	MIG	\$95
<i>Ryan Mottau</i>	Web/Online Public Engagement	MIG	\$140
<i>CJ Davis</i>	Visualizations	MIG	\$125
<i>Jose Rodriguez</i>	GIS Specialist	MIG	\$125
	Project Associate	MIG	\$75
	Administration	MIG	\$75
<i>Chris Zahas</i>	Economic Development Lead	Leland	\$185
<i>Dave Siegel</i>	Policy and Implementation Advisor	Leland	\$170
<i>Alisa Pyszka</i>	Economic Development Advisor	Leland	\$170
<i>Andy Parks</i>	Public Finance Analyst	Leland	\$180
<i>Kate Washington</i>	Analyst	Leland	\$110
<i>Justin Acciavati</i>	Financial Analyst	Leland	\$150
<i>Joe Dills</i>	Regulatory Task Lead	APG	\$192
<i>Andrew Parish</i>	Planner	APG	\$87
	Planning Support	APG	\$57
<i>Scott Mansur</i>	Project Manager	DKS	\$175
<i>Jordin Ketelsen</i>	Project Engineer	DKS	\$100
<i>Mat Dolata</i>	Transportation Planner and Modeler	DKS	\$130
<i>Rachel Vogt</i>	Transportation Analyst	DKS	\$85
<i>Danella Whitt</i>	Graphic Designer	DKS	\$95
<i>Bob Gibbs</i>	Real Estate Strategist	Bob Gibbs	\$250

PLANNING | DESIGN | COMMUNICATIONS | MANAGEMENT | TECHNOLOGY

815 SW 2nd Avenue, Suite 200 | Portland, OR 97204 | Phone 503 297 1005 | Fax 503.297 3195 | www.migcom.com  
 Offices in Berkeley, Davis, Fullerton, Menlo Park, Kenwood, Pasadena, Riverside & San Diego, CA  
 Eugene & Portland, OR | Boulder, CO | Pleasantville, NY | Raleigh, N.C. | San Antonio, TX



**PLANNING COMMISSION  
WEDNESDAY, SEPTEMBER 14, 2016**

**VIII. OTHER BUSINESS**

A. 2016 Planning Commission Work Program

## 2016 WORK PROGRAM Planning Commission

updated:  
8/29/2016

DATE	AGENDA ITEMS		
	Informational	Work Sessions	Public Hearings
January 13	Town Center Master Plan (Bateschell)	Basalt Creek Concept Planning Update (Bateschell)	
February 10	Bike Wayfinding Signage Plan	Transit Master Plan Public Involvement Strategy	
March 9	Basalt Creek Concept Plan 2015 Housing Report	Frog Pond Master Plan TSP Amendments	
April 13	2015 Housing Report	Transit Master Plan Update	TSP Amendments
May 11	<b>Committee For Citizen Involvement (CCI)</b> Open House: Frog Pond Master Plan 5:00 - 6:30		
5/11/2016 PC Meeting at 7 pm due to Open House	Basalt Creek Concept Plan - Moved to June (Open Houe 4/28/16)	Frog Pond Master Plan	
June 08	Basalt Creek Concept Plan (Open House 4/28) Recreation Aquatic Center (Sherer & Starr)		
July 13		Frog Pond Master Plan	Coffee Creek Urban Renewal
8/10/2016 -- MEETING CANCELLED	Town Center Redevelopment Plan	FEMA Amendments (Randall)	
September 14	<b>Committee For Citizen Involvement (CCI)</b> Open House: Frog Pond 5:00 - 6:30		
September 14 PC Meeting to start 7 pm due to Open House	Town Center Redevelopment Plan	Frog Pond Master Plan	
October 12	Basalt Creek Concept Plan	French Prairie Bridge (Weigel) Transit Master Plan Update (Lashbrook) Frog Pond Master Plan (Neamtzu)	
November 9		Boones Ferry to Brown Road Connector (Adams/Kraushaar)	Frog Pond Master Plan
December 14			

### 2016

- 1 LP16-0001 Transportation System Plan (TSP)
- 2 Frog Pond Master Plan (Phase 2 )
- 3 Basalt Creek Concept Planning
- 4 Transit Master Plan
- 5 Coffee Creek Industrial Area Form-Based Code
- 6 French Prairie Bike/Ped Bridge
- 7 Parks & Rec MP Update
- 8 Town Center Redevelopment Plan
- 9 Code Amendments
- 10 LP16-0003 FEMA Floodplain Administration (on hold per FEMA update)
- 11 LP16-0002 Coffee Creek Urban Renewal Plan